



City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda City Council

Tuesday, May 20, 2014

6:00 PM

Council Chambers

CLOSED SESSION AGENDA MAY 20, 2014 5:45 P.M.

- A. CALL TO ORDER
- B. CLOSED SESSION
- B.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PURSUANT TO SECTION 54956.8

Property: 041-080-013

Agency Negotiator: City Manager

Negotiating Parties: Foundation for Excellence at Woodland Christian School

Under Negotiation: Price and Terms of Payment

Property: 042-010-053

Agency Negotiator: City Manager

Negotiating Parties: Woodland Joint Unified School District

Under Negotiation: Price and Terms of Payment

Property: 042-010-034

Agency Negotiator: City Manager

Negotiating Parties: Yuba Community College District

Under Negotiation: Price and Terms of Payment

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY

MAY 20, 2014

6:00 P.M.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

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

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.

14-179 SUBJECT: Long Range Calendar

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

Attachments: [Council Long Range Calendar.docx](#)

F. COMMITTEE REPORTS

1. 14-152 SUBJECT: Parks & Recreation Commission Meeting Minutes for March 24, 2014

Recommendation for Action: Staff recommends that the City Council receive the March 24, 2014 Parks & Recreation Commission Minutes that were approved on April 28, 2014.

Attachments: [32414 PRC Minutes.pdf](#)

2. 14-168 SUBJECT: Commission on Aging Meeting Minutes for April 10, 2014

Recommendation for Action: Staff recommends that the City Council receive the April 10, 2014 Commission on Aging Minutes that were approved on May 8, 2014.

Attachments: [41014 Minutes](#)

G. CONSENT CALENDAR

3. 14-147 SUBJECT: 2013 Water Quality Report

Recommendation for Action: Staff recommends that the City Council receive the 2013 Water Quality Report.

Attachments: [2013 Water Quality Report.pdf](#)

4. 14-150 SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of January 2014 through March 2014

Recommendation for Action: Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for January 2014 through March 2014

Attachments: [Qtrly Report - Jan-Mar 2014](#)

5. **14-153** SUBJECT: East Kentucky Avenue Road Rehabilitation Project, CIP 10-07; Approve Plans and Specifications, Authorize Bid Advertisement, and Authorize the City Manager to Execute a Consultant Agreement for Construction Management and Inspection Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve the project plans and specifications for the East Kentucky Avenue Road Rehabilitation Project, CIP 10-07; authorize bid advertisement; and authorize the City Manager to execute an agreement with Associated Engineering Consultants, Inc. for construction management and inspection services in the amount of \$95,995 and amendments to the agreement up to 15% of the agreement amount.

Attachments: [1007\(Resolution approving Plans and Specs\)140425jwh](#)
[1007\(AEC CM Contract\)140515.pdf](#)

6. **14-154** SUBJECT: 2014 Road Maintenance Project, CIP 14-14; Approve Consultant Agreement for Construction Management

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement with Associated Engineering Consultants, Inc., in the amount of \$90,650 for the 2014 Road Maintenance Project, CIP 14-14 and authorize the City Manager to execute the agreement and amendments as necessary up to 5% of the agreement amount.

Attachments: [Resolution for 5-20-14.doc](#)
[14-14 AEC CM and Inspection Prof Svcs Agmt.pdf](#)

7. **14-163** SUBJECT: Easement Acquisition Agreements for CIP 11-14, Water Transmission Main (East), Surface Water Local Pipelines

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____ approving Easement Acquisition Agreements (Agreements) with Yuba Community College District, Woodland Joint Unified School District, the Foundation for Excellence at Woodland Christian School, and the Glen A. Barton and Gloria L. Barton Trust, and authorize the City Manager, in consultation with the City Attorney, to make minor modifications to and execute Agreements for the purchase of easements required for construction of CIP 11-14, Water Transmission Main (East), Surface Water Local Pipelines.

Attachments: [Resolution for Acquisition Agreements 05092014.doc](#)
[Attachment 'A'](#)

8. **14-166** SUBJECT: Oak Avenue Sewer Rehabilitation, CIP #14-21 Award Construction C Contract

Recommendation for Action: Staff recommends that the City Council award the construction contract in the amount of \$129,860.00 to C.E. Cox for the Oak Avenue Sewer Rehabilitation, CIP 14-21 and a 20% contingency in the amount of \$25,972.

Attachments: [Oak Ave Repair.pdf](#)
[Award Resolution.doc](#)

9. **14-172** SUBJECT: Second Reading of Ordinance No. 1559 Governing False Fire Alarms

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1559 to establish standards and controls 1) to reduce the incidents of false fire alarm calls responded to by the Fire Department; 2) define what constitutes a nuisance alarm; and 3) establish the appropriate fee structure to offset the cost of false fire alarm response.

10. **14-175** SUBJECT: Second Reading of Ordinance No. 1560 Amending Chapter 25 of the Woodland Municipal code pertaining to Section 25-18-10 Industrial I-5/CR 102 Entryway Overlay Zone

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1560 adding auto sales, new and used, including RV trailer and motorcycles as an allowed use to the Industrial Land Use Table 3 and the Industrial Uses within the I-5/CR 102 Entryway Overlay Zone Table 3A in Section 25-18-10 of the Woodland Municipal Code.

Attachments: [Ordinance No. 1560](#)

11. **14-178** SUBJECT: Conway Preservation Group - Notice of Intent to Monetize Payments from Received under Water Purchase Agreement

Recommendation for Action: Staff recommends that the City Council concur with the recommendation to Not Exercise the City's Pre-payment option under the CPG Water Purchase Agreement Promissory Note.

Attachments: [Conaway Attachments](#)

H. **REPORTS OF THE CITY MANAGER**

12. **14-170** SUBJECT: Hiddleson Pool Feasibility Study

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute an agreement with Aquatics

Design Group, in an amount not-to-exceed \$10,000, to evaluate scope of improvements needed in order to re-open Hiddleson Pool.

13. 14-174

SUBJECT: Update on Draft Climate Action Plan and AB 32 Greenhouse Gas Reduction Target

Recommendation for Action: Staff recommends that the City Council receive the draft Preliminary 2020 Climate Action Plan (CAP), provide review input to staff following this meeting, and direct staff to return with a final CAP for adoption at a future City Council meeting.

Attachments: [Overall Reduction Targets summary table.pdf](#)
[Draft COW Preliminary 2020 CAP.pdf](#)
[Formatted Draft Executive Summary 05-14-14x.pdf](#)

14. 14-176

SUBJECT: Introduction of Ordinance Establishing Council District Elections to be Submitted to the Voters on the November 2014 Ballot

Recommendation for Action: Staff recommends that the City Council:

- 1) Introduce, and waive the first reading of an Ordinance Adding Article II to Chapter 27, Elections, to the Woodland Municipal Code Relating to Election of City Council members by District, and
- 2) Direct staff to prepare a resolution calling an election to place the ordinance before the voters at the November 2014 General Election

Attachments: [District Elections Exhibit 1.docx](#)
[Elections Ordinance.doc](#)

15. 14-177

SUBJECT: Presentation of FY2014/15 Proposed Budget

Recommendation for Action: Information Only.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for May 20, 2014 was posted on May 16, 2014 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such request 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.



Legislation Text

File #: 14-179, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Long Range Calendar

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

Staff Contact

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

Background

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

Prepared by: Ana Gonzalez, City Clerk

A handwritten signature in blue ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment

COUNCIL LONG RANGE CALENDAR

Items subject to removal and/or rescheduling

Tuesday, June 3, 2014	Reports due 5/20	Regular Meeting
Authorization of Purchase Contract – Fleet Vehicle Replacement		
November Ballots/District Elections Ordinance – 2 nd Reading		
Resolution Calling the Election		
Continued Discussion / Feedback – Proposed FY14/15 Budget		

Tuesday, June 17, 2014	Reports due 6/3	Regular Meeting
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Presentations

Recognize 4th of July Sponsors
WUAC Annual Report

Committee Reports

Planning Commission Meeting Minutes

Consent

Drought Grant Program – 6/17
Hotel Bid Resolution of Intention of Annual Assessment
Final Acceptance and Notice of Completion for Safe Routes to School, CIP 13-06 - Consent
Approve Purchase & Sale Agreements for ROW Acquisitions, CIP #12-05 Water Trans Main-West
Direct City Clerk to Review the City's Conflict of Interest Code
Sycamore Point Apartments – City HOME Loans
First Time Homebuyer Application

Public Hearing

CDBG Action Plan

Regular

Verizon Cell Tower Code Amendment Request (form PC) – 1st Reading
GIS Planning Agreement
SACOG Proposed Water Policy Principles
Amendments to Water Conservation Ordinance
Banner Ordinance – 1st Reading
Designation of Voting Delegates and Alts for LofCC Annual Conf (Council action required by 7/31)
State Theatre

JULY

City Council Reorganization Meeting – July 1st (Pending Certification of Election Results)
Updated Master-Tax Sharing Agreement with Yolo County
Council Direction on Preferred General Plan Land Use Scenario

COUNCIL RECESS – July 23rd – August 18th

AUGUST 19th

Contract award - Solar Projects (TerraVerde RFP)

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

County food waste composting proposal
Tow Ordinance
Salary Ordinance/Salary Schedule
Amend Home Occupation Ord. to Comply with CA Homemade Food Act – Public Hearing

FUTURE STUDY SESSIONS (TBD):

Lower Cache Creek Flood Control Feasibility Study
Update Economic Development Strategic Plan

Updated 5/16/14

Legislation Text

File #: 14-152, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Parks & Recreation Commission Meeting Minutes for March 24, 2014

Recommendation for Action: Staff recommends that the City Council receive the March 24, 2014 Parks & Recreation Commission Minutes that were approved on April 28, 2014.

Staff ContactKris Bain, Community Services Program Manager, 661-2002, krista.bain@cityofwoodland.org**Conclusion**

Staff recommends that the City Council receive the March 24, 2014 Parks & Recreation Commission Minutes that were approved on April 28, 2014.

Prepared by: Kris Bain, Community Services Program Manager



Paul Navazio, City Manager

Attachment: March 24, 2014 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, March 24, 2014

City Hall – 300 First Street – 2nd Floor Council Chambers

Open Session

The Parks & Recreation Commission meeting was called to order by Chair Jesse Salinas at 6:30 p.m. on Monday, February 24, 2014 at the Woodland City Hall Council Chambers.

Roll Call

Commission Members Present: Chair Jesse Salinas
 Vice Chair Enrique Fernandez
 Commissioner Joe Romero
 Commissioner Jon-Paul Valcarenghi
 Commissioner Carla White-Snyder

Commission Member Absent: Commissioner Ruben Morales Jr.

Staff Present: CS Director Christine Engel
 CS Manager Kris Bain
 PW Deputy Director Rob Sanders
 CS Administrative Secretary Cathy Haynie

Pledge of Allegiance

Public Comment

Art Williams, President of Woodland Tennis Club stated that the club was very pleased with the new tennis program. Williams said that Woodland Tennis Club would like to participate in the Commission's Work Plan goals.

Communication-Commission/Staff Statements and Requests

Commissioner Valcarenghi praised staff for the ReXpo event saying it was a fantastic event. Commissioner Valcarenghi attended the Arbor Day event stating that the turnout was great. The event was very informative with the City's composting class, tree and planting programs. Engel read an email from Maria Contreras Tebbutt, from the Woodland Bike Campaign explaining the Cycle de Mayo Bike Ride event which has two start locations, Woodland High School and Davis High School. Riders will leave from one of the two start points and meet at

Plainfield Station. Event is scheduled for May 3, 2014 and begins at 8 a.m., fees are Adults \$25, Students \$10 and Children under 12 are Free. Contact Maria at funmaria@sbcglobal.net for more information about Cycle de Mayo Bike Ride.

Committee Reports

May is Bike Month Update-Fernandez

Commission Fernandez has not had a chance to focus on event and will update Commission before May.

Bike Parade Update-Engel

Engel reported that she has solidified commitments from Bayside Church and Maria Contreras Tebbutt and will use the framework from previous events. Commissioners White-Snyder and Commissioner Morales, Jr. have both volunteered to assist with the Bike Parade.

Guidelines for Recognizing Youth Organizations-White-Snyder

Commissioner White-Snyder provided the Commission with an outline of Guidelines. Commission discussed guidelines and the tracking of youth organizations. Commissioner White-Snyder will make the changes and bring back to Commission next month for approval.

Consent Calendar (Items)

Adopt the Minutes of the Commission Meeting of February 24, 2014

Adopt Definitions and Makeup of Subcommittee

Commissioner Salinas pulled the Definitions and Makeup of Subcommittee to discuss before voting. Committee "Community/Senior Center/Sports Park" will be combined into the duties of the Child, Youth & Playground Committee.

Listed below are the changes to the Committees and the Commissioners assigned to each.

Playground & Facilities Committee

Fernandez, Morales, White-Snyder

Budget and Finance Committee

Salinas, Romero, Fernandez

Child, Youth & Programs Committee

Romero, Morales, Salinas

Program & Department Evaluation

Salinas, White-Snyder, Valcarenghi

Urban Forest Committee

Romero, Valcarenghi

Ad Hoc Committee

Salinas, Romero, White-Snyder

Liaisons

Baseball: Romero

Soccer: Salinas

Swimming: Fernandez

Other: White-Snyder

Volunteerism Committee

Morales, Fernandez, Valcarenghi

Commissioner Fernandez made the motion to accept the consent calendar with the above changes to the Committees; Commissioner Valcarenghi seconded the motion. 5/0

Other Business

Work Plan Goals

Commission discussed the Work Plan Structures document and made some changes. The document with the changes and the Work Plan will be on the next agenda for action.

ReXpo Survey Results

Survey resulted in 15 names of people interested in Focus Group; Commissioners will make contact with the interested parties. The most votes for “How do we get the message about programs and events to your fiends?” was email, second word of mouth. Commissioners discussed creating a survey for Movies on Main Street and the 4th of July events.

Reports of the Staff

Community Services Report

Engel informed the Commission that the next Woodland Recreation Foundation meeting is on March 26th, 5:30 p.m. at the Community & Senior Center and invited any interested Commissioners to attend.

Engel asked if the Commission had any questions on the staff report. Commissioner Valcarenghi asked what help was needed for the 4th of July events or fundraising. Engel responded that help was needed for the Bike Parade and that the other events would be good opportunities for the survey. Requests for donations for the 2014 event have already occurred. Staff may begin in October/November preparing for 2015 donation requests for the 4th of July Event.

Action: Received

Parks Report

Sanders asked the Commission if there were any questions about the staff report. Commissioner Valcarenghi responded by asking if there was an update on the soccer use of tennis courts. Sanders informed the Commission that the soccer group appears to have moved to Crawford Park tennis courts from City Park tennis courts. Will keep the Commission updated if issues arise.

Sanders recongnized the 102 volunteers who planted 102 trees of Road 102 Arbor Day 2014; naming The Woodland Tree Foundation, Vice Mayor Tom Stallard, Councilman Hilliard, Parks & Recreation Commissioners Jessie Salinas and Jon-Paul Valcarenghi, students from Pioneer High School, 4H, Cub Scout Pack 499, PG&E staff, and the Woodland Sunrise Rotary Club. The amount of volunteerism demonstrated for this event was incredible!

Bayside Church had 18 volunteers who applied stain to the play feature at Ferns Park. The T-Ball field at Klenhard Park is moving forward. Cell Tower will be installed at the Woodland Sports Park.

Action: Received

Adjourn 7:57 p.m.

Action: Valcarengi Moved/ Fernandez Seconded:

Motion carried by the following roll call vote:

Ayes: Salinas, Fernandez, Valcarengi, White-Snyder, Romero

Noes:



Legislation Text

File #: 14-168, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Commission on Aging Meeting Minutes for April 10, 2014

Recommendation for Action : Staff recommends that the City Council receive the April 10, 2014 Commission on Aging Minutes that were approved on May 8, 2014.

Staff Contact

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

Conclusion

Staff recommends that the City Council receive the April 10, 2014 Commission on Aging Minutes that were approved on May 8, 2014.

Prepared by: Kris Bain, Community Services Program Manager

A handwritten signature in blue ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

Attachment: April 10, 2014 Commission on Aging Meeting Minutes



Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Regular Meeting Minutes

Call to Order

Meeting convened at 3:10 p.m. at the Community & Senior Center, 2001 East Street, Woodland, California; Chair Garman presiding.

Roll Call

Commissioners Present: Garman, Campbell, Overholt, Wright

Absent:

Staff: Engel, Haynie and Bain

Guest: Carla Sandoval

Pledge of Allegiance

Communications-Public Comment (none)

Minutes

Commissioner Campbell made the motion to accept the minutes of March 13, 2014 as written, Commissioner Wright seconded the motion. 4/0

Regular Calendar

Senior Resource Fair May 28, 2014

Bain reported that forty two (42) vendors have confirmed for the Senior Resource Fair on May 28, 2014. Bain will send the flyer to Commissioner Overholt, who will send the flyer to her contacts. Table cloths are ordered, bags will be ordered, two volunteers from St. Johns are committed, and 1 or 2 Sr. Center volunteers, Commissioners Wright and Campbell will arrive early on May 28th to assist with the set up. Bain will invite the YMCA to attend the next COA meeting.

Senior Center Inc. Representative

Commissioner Overholt will attend the May Senior Center, Inc. meeting at 10:00 a.m. Commissioners will discuss whether a COA commissioner will attend SCI meetings every 2 months or a different schedule. The SCI Installation dinner is scheduled for May 8, 2014.

Workplan 2014

Commissioners discussed Speaker Series, Technical programs and Intergenerational program options. The Commission would like a report on the Teens Helping Seniors program at next month's COA meeting. Add 2014/2015 Workplan to the next agenda.

Report of the Staff

Senior Center Report

Bain reported on the donation of an additional Ping Pong table by Ms. Sara Jeska. AARP Tax assistance program is fully booked each day. Engel invited the Commission to Movies on Main Street, April 25, 2014. COA is on the City Council agenda for Older Americans proclamation on May 13, 2014. Bain reviewed that Needs and Assessment survey with the Commission.



Commission on Aging

Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776

Facility Update

Engel reported on the progress in assessing the need for additional handicap parking to the Woodland Community & Senior Center. With the information gleaned from the Needs and Assessment Survey staff will better understand the needs of the seniors for additional parking. Commission discussed the Door Pressure report from Wallace Safe and Lock Co. Inc. Commissioner Campbell was disappointed that he was unable to attend the assessment of the doors. Bain stated that staff will continue to find solutions to the weight of the doors of the Community & Senior Center and keep the Commission informed.

Business Items for Next Meeting

Senior Resource Fair

2014 Workplan

2015 Workplan

Next Meeting Date May 8, 2014

Adjourn

Commissioner Campbell made the motion to adjourn the meeting at 4:15 p.m., Commissioner Wright seconded the motion, and motion carried 4/0.

Respectfully submitted,

Cathy Haynie, Administrative Secretary
Parks & Recreation Department

Legislation Text

File #: 14-147, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 13, 2014

SUBJECT: 2013 Water Quality Report

Recommendation for Action : Staff recommends that the City Council receive the 2013 Water Quality Report.

Staff Contact

Tim Busch, Principal Utilities Civil Engineer - 530-661-5963, tim.busch@cityofwoodland.org

Fiscal Impact

Staff management, publication, and distribution costs are approximately \$5,000. This is funded through the Water Enterprise fund.

Report in Brief

The City of Woodland is dedicated and committed to providing the highest quality drinking water feasible. Each year, the City samples and analyzes the water supply to ensure the system meets or exceeds all regulatory requirements for health standards. The attached 2013 Annual Water Quality Report educates consumers by outlining and defining the test results and sources for both regulated and unregulated substances and identifies areas of continuing and growing concern for water system reliability. The results from the 2013 testing and analysis, as outlined in the attached report, reflect that Woodland water continues to meet or exceed all current primary and secondary quality standards without violations. Staff recommends that the City Council read the attached 2013 Annual Water Quality Report to learn more about the quality of Woodland's water.

Background

Per State regulations the City, as a Water Purveyor, produces and distributes an Annual Water Quality Report to inform consumers of water quality testing results and to address related items or areas of interest to current or future water quality. The attached report was developed using staff input and will be published by Gemini Group, LLC for distribution to consumers as inserts in the utility bills. As outlined in the report, drinking water standards are identified as Primary (regulated and enforced for health), Secondary (regulatory recommendations for aesthetics - taste, odor, color), and Unregulated (may be regulated in the future). The report addresses the sources, source water assessment, health information, and contact information related to the City's drinking water. The report also identifies future requirements related to water conservation, water supply protection, water hardness and specific constituents of growing concern.

Discussion

The City obtains water from wells which tap into groundwater aquifers at varying depths throughout the city. Groundwater aquifers are primarily replenished from rain seeping into the soil and becoming trapped at varying depths by impermeable layers (this region is typically clay deposits). The quality of water eventually delivered to customers is largely a function of chemical and mineral leaching and erosion of the geologic formations from which the aquifers flow. Before entering the City system, water is disinfected using small amounts of chlorine.

Protection of groundwater aquifer(s) from contamination is of paramount concern to the City and a continuing focus for pursuing future system reliability. Contaminants that may end up in the water supply aquifer primarily comes from septic systems, storm water runoff carrying chemicals and other constituents washed from pavements, industrial wastes, animal wastes, fertilizers and pesticides from agricultural and landscaped areas, copper and lead leaching from pipes, and from the chlorine disinfection process itself.

One constituent of concern is nitrate. Nitrate contamination of groundwater comes from fertilizers, industrial waste chemicals, seepage from septic systems and animal manure. Nitrate concentration levels vary throughout the city and vary within each well site. However, trends demonstrate nitrate levels are, on average, rising at a concerning number of well sites and the City is taking actions to address this concern.

The California Department of Public Health (CDPH) has released the final proposed regulation package for chromium-6, setting the stage for Maximum Contaminant Limit (MCL) to take effect as early as July 1, 2014. The MCL has a grace period of six months.

The proposed regulation establishes a MCL for hexavalent chromium - chromium 6 - at 10 parts per billion (ppb). Water agencies in California are currently required to meet CDPH's MCL for total chromium of 50 ppb. This existing MCL is one-half the federal MCL for total chromium of 100 ppb. The Department's proposed hexavalent chromium MCL, once final, will be the first primary drinking water standard for hexavalent chromium promulgated by any state or federal agency.

The City is affected by the new MCL. The City average for Chromium 6 is 15 ppb and the wells vary from 3 ppb to 29 ppb. Only 1 well consistently tests below the new MCL.

California code allows for an exemption from compliance with a MCL. The exemption consists of a three year deferment. Staff is engaged in obtaining the exemption. The City is actively in construction on a surface water project that will be complete in 2016. The Sacramento River water has near zero levels of Chromium 6.

Staff feels that we are in a good position to meet the new MCL given our surface water project, ASR wells and likely some use of our existing wells blended with surface water. However, the exact rules for testing and monitoring Chromium 6 have not been decided by CDPH. We will be working with their staff in order to maintain compliance the MCL.

The water quality report will be distributed to residents via their utility bill before July 2014. The report will be distributed to managers of apartments, retirement homes and property managers to make it available to their residents. City departments will also receive English and Spanish copies to make it available to the general public. Both the English and Spanish versions of the water quality report will be available on the City's website. The City's water supply and its state of reliability have been presented to various forums around the City including the Chamber of Commerce. Continuing public education is planned as the City progresses in addressing system needs.

Conclusion

Staff recommends that the City Council receive the 2013 Water Quality Report.

Prepared by: Sherry Kimura, Engineering Technician II

Reviewed by: Tim Busch, Principal Utilities Civil Engineer

Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attachment: 2013 Water Quality Report

Annual **WATER** **QUALITY** **REPORT**

Reporting Year 2013



City of Woodland

Anualmente la Ciudad de Woodland distribuye un informe a todos los clientes sobre la calidad y el contenido del agua potable para asegurarle que el agua potable es limpia y saludable para beber. Para ver la versión del informe en español por favor visite la página de Internet www.cityofwoodland.org y entre a las secciones: Homepage > Government > Departments > Public Works > Issues & Information > 2013 Water Quality Report.

PWS ID#: 5710006

To Our Water Customers:

The City of Woodland is pleased to provide you with its 2013 annual water quality report. This report is required by state law and designed to inform you about the quality of the water that is provided to you. The language in portions of this report is also state mandated.

The City of Woodland is dedicated and committed to providing customers with the highest-quality drinking water available. We are pleased to announce that the City of Woodland's water supply meets or exceeds all federal and state standards. Our goal is to continue to provide a safe and dependable supply of drinking water.

Under the guidelines provided by the U.S. Environmental Protection Agency (U.S. EPA) and the California Department of Public Health (CDPH), the City of Woodland monitors and tests the drinking water from source (currently groundwater) to tap. Before water reaches your tap, hundreds of these tests have been performed to detect more than 80 different kinds of contaminants and ensure that your water meets all regulatory requirements for health standards.

In addition to the substances reported, we tested for 100 other substances and no measurable amounts were found. We hope this report will provide the answers to any questions you may have about the drinking water supplied by the City of Woodland.

Important Health Information

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants may be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The U.S. EPA/CDC (Centers for Disease Control and Prevention) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at (800) 426-4791 or <http://water.epa.gov/drink/hotline>.

Substances That Could Be in Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (U.S. EPA) and the California Department of Public Health (Department) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish limits for contaminants in bottled water that must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

Contaminants that may be present in source water include:

Microbial Contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; **Inorganic Contaminants**, such as salts and metals, that can be naturally occurring or can result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming; **Pesticides and Herbicides**, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses; **Organic Chemical Contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and which can also come from gas stations, urban stormwater runoff, agricultural applications, and septic systems; **Radioactive Contaminants**, which can be naturally occurring or can be the result of oil and gas production and mining activities.

More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

Get Involved

The City of Woodland periodically conducts public meetings and workshops concerning water issues. The Woodland City Council receives public comments at their regular meetings, which are held on the first and third Tuesdays of each month. For more information, please call the Secretary to the City Manager at (530) 661-5800 or go to <http://www.cityofwoodland.org/gov/cityhall/council/default.asp>.

Surface Water Project Will Improve Water Quality

Improved water quality starts with a better water source. Although our groundwater supply meets all current drinking water regulations and is safe to use and drink, the water leaving our homes is not considered safe to return to the environment. Our wastewater contains high levels of selenium and salts, among other things. State and federal water/wastewater quality regulations are becoming stricter. The city will not be able to comply with future regulations using groundwater alone. The state is also preparing a new maximum contaminant limit (MCL) for hexavalent chromium in 2014. Hexavalent chromium is currently unregulated, but there is a MCL of 50 parts per billion (ppb) for total chromium, which includes hexavalent chromium. The draft MCL is 10 ppb and the average of all city wells is 19 ppb. For these reasons, the city is moving forward with a regional surface water supply project to largely replace groundwater supplies. The project will deliver high-quality, treated water from the Sacramento River as the city's main drinking water supply starting in 2016. Water will be softer, easier on water-using appliances, and meet current and future state and federal water/wastewater quality regulations.

The Woodland-Davis Clean Water Agency (WDCWA)—a joint powers authority of the cities of Woodland and Davis—was formed in 2009 to finance, build, and operate a regional surface water supply project. The project includes:

1. Water intake structure on the Sacramento River
2. Pipelines from the intake structure to the water treatment facility
3. Regional water treatment facility
4. Pipelines from the water treatment facility to Woodland and Davis
5. Other repairs and updates to the cities' existing local water systems

Construction will begin in April 2014 and continue through 2016. The facilities should be fully operational in 2016. WDCWA is aggressively seeking state and federal funding to minimize the need for rate increases to support the project. For more information, visit www.wdcwa.com, or call (530) 757-5673.

Protect Your Water Supply—Prevent Pollution of Runoff

Unlike sanitary sewer flows, stormwater and other urban runoff is not treated before it is released to local waterways. Polluted runoff can affect drinking water sources. This, in turn, can affect human health and increase drinking water costs. Please help protect the water supply. Keep chemicals, soaps, and auto fluids out of gutters and storm drains. Minimize the use of fertilizers and pesticides that can wash off and pollute streams or seep into groundwater supplies.

Lead in Home Plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.

CONTACT US

For more information about this report, or for any questions relating to your drinking water, please phone the Woodland Public Works Department at (530) 661-5962 or email pubworks@cityofwoodland.org.

Para más información acerca del reporte o si tiene preguntas acerca del agua potable por favor llame al Departamento de Obras Públicas de la Ciudad de Woodland al (530) 661-5962 o envíe un correo electrónico a pubworks@cityofwoodland.org.

Property owners, please share this information with your tenants!

How Hard Is My Water?

A concentration of 17.1 parts per million (ppm) of hard water is equal to 1 grain per gallon. Woodland's water can be as high as 410 ppm, which equals about 24.0 grains per gallon. Water hardness does not affect a person's health but may not be aesthetically pleasing. Over time, water hardness leaves mineral deposits in pipes, fixtures, and equipment that may impact their life expectancy. (See table.)

Water Conservation

The Central Valley is experiencing one of the driest years on record. With increasing demands on the city's groundwater supplies, it is more important than ever to conserve water to ensure the city can meet customer water needs. Up to 70 percent of water usage in the Sacramento Valley is for landscaping. As summer approaches, please check your irrigation system for leaks, and consider installing a weather-based irrigation controller and replacing some of your turf with low-water-use plants. For more information on home and landscape water conservation and/or to request a water-wise kit and water conservation devices, go to www.cityofwoodland.org/waterconservation.

Source Water Assessment

The California Department of Public Health requires water providers to conduct a source water assessment (SWA) to help protect the quality of future water supplies. The SWA describes where a water system's drinking water comes from, the type of polluting activities that may threaten source water quality, and an evaluation of the water's vulnerability to those threats. The assessment for the City of Woodland's water was completed in December 2002. It found that our groundwater is most vulnerable to present-day land use activities, including agriculture, use of septic systems, gas stations, dry cleaners, and historical contamination plumes from these sources. A copy of the complete assessment report is available at <http://swap.ice.ucdavis.edu/TSinfo/TSsources.asp?mySystem=5710006>.

Where Does Your Water Come From?

Woodland's water supply is pumped from 19 operational groundwater wells located throughout the city to its distribution pipe system. Groundwater comes from rain that seeps down through the soil until it reaches an impermeable layer. Woodland's water does not pass through a central water treatment facility but is filtered naturally by the sand and gravel as it passes through the aquifers. This is standard practice in well water systems.

The only treatment administered is the addition of liquid chlorine (sodium hypochlorite) at the wells, for disinfection. The 0.3 to 0.5 parts per million dosage is typical of water systems throughout the country. Caution should be taken when using chlorinated water for medical uses such as for dialysis machines or when adding water to fish tanks or ponds.

For water-quality reasons, the city will receive most of its water from the Sacramento River by summer 2016.

What Does Our Water Contain?

Before we deliver water to your homes, we take many steps to ensure its safety. During the past year, we have taken hundreds of water samples in order to determine the presence of any inorganic, biological, radioactive, volatile organic, or synthetic organic constituents. In response to your concerns, we regularly collect and test other samples from the water sources, the distribution system, and customers' homes. The tables below show only those contaminants that were detected in the water. Although all of the substances listed here are under the Maximum Contaminant Level (MCL), we believe it is important that you know exactly what was detected and how much of the substance was present in the water.

We participated in the 3rd stage of the EPA's Unregulated Contaminant Monitoring Regulation (UCMR3) program by performing additional tests on our drinking water. UCMR3 benefits the environment and public health by providing the EPA with data on the occurrence of contaminants suspected to be in drinking water, in order to determine if EPA needs to introduce new regulatory standards to improve drinking water quality. Any UCMR3 detections are shown in the data tables in this report. Contact us for more information on this program.

The state requires us to monitor for certain substances less than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

REGULATED PRIMARY SUBSTANCES

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MCL [MRDL]	PHG (MCLG) [MRDLG]	AVERAGE	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Arsenic (ppb)	2013	10	0.004	2.5	ND–8.3	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes
Barium (ppm)	2013	1	2	0.22	0.14–0.26	No	Discharges of oil drilling wastes and from metal refineries; erosion of natural deposits
Chromium (ppb)	2013	50	(100)	18	ND–29	No	Discharge from steel and pulp mills and chrome plating; erosion of natural deposits
Fluoride (ppm)	2013	2.0	1	0.07	ND–0.16	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories
Gross Alpha Particle Activity (pCi/L)	2013	15	(0)	2.35	ND–3.31	No	Erosion of natural deposits
Nitrate [as nitrate]¹ (ppm)	2013	45	45	24	ND–40	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits
Nitrate + Nitrite [as N] (ppb)	2013	10,000	10,000	5,290	730–8,600	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits
Selenium (ppb)	2013	50	30	7	ND–18	No	Discharge from petroleum, glass, and metal refineries; erosion of natural deposits; discharge from mines and chemical manufacturers; runoff from livestock lots (feed additive)
TTHMs [Total Trihalomethanes]–Stage 1 (ppb)	2013	80	NA	4.1	3.1–6	No	By-product of drinking water disinfection
Uranium (pCi/L)	2013	20	0.43	0.76	ND–1.4	No	Erosion of natural deposits

Distribution System Lead and Copper (Tap water samples were collected from 61 homes in 2013)

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	ACTION LEVEL	PHG (MCLG)	AVERAGE (90TH% TILE)	SITES ABOVE ACTION LEVEL	VIOLATION	TYPICAL SOURCE
Copper (ppm)	2013	1.3	0.3	0.31	0	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (ppb)	2013	15	0.2	ND	0	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits

REGULATED SECONDARY SUBSTANCES

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	SMCL	PHG (MCLG)	AVERAGE	RANGE LOW-HIGH	EXCEEDANCE	TYPICAL SOURCE
Chloride (ppm)	2013	500	NS	71	51–90	No	Runoff/leaching from natural deposits; seawater influence
Color (Units)	2013	15	NS	0.9	ND–5	No	Naturally-occurring organic materials
Iron (ppb)	2013	300	NS	20	ND–140	No	Leaching from natural deposits; industrial wastes
Specific Conductance (µS/cm)	2013	1,600	NS	886	610–1,000	No	Substances that form ions when in water; seawater influence
Sulfate (ppm)	2013	500	NS	34	21–48	No	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids (ppm)	2013	1,000	NS	500	340–580	No	Runoff/leaching from natural deposits
Turbidity (NTU)	2013	5	NS	0.2	ND–1.3	No	Soil runoff

UNREGULATED SUBSTANCES			
SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AVERAGE	RANGE LOW-HIGH
Bicarbonate (ppm)	2013	330	240–400
Calcium (ppm)	2013	61	34–74
Carbonate (ppm)	2013	3	ND–16
Chromium VI [Hexavalent Chromium] (ppb)	2013	15	0.2–27
Hardness [as CaCO ₃] (ppm)	2013	344	220–410
Magnesium (ppm)	2013	46	33–56
pH (Units)	2013	8.2	8.1–8.4
Potassium (ppm)	2013	2.4	2–2.8
Sodium (ppm)	2013	59	50–67
Total Alkalinity (ppm)	2013	331	240–400
UCMR 3–Chlorate (ppb)	2013	103	60–240
UCMR 3–Chlorodifluoromethane (ppb)	2013	0.41	0.19–0.59
UCMR 3–Molybdenum (ppb)	2013	0.04	ND–1.1
UCMR 3–Strontium (ppb)	2013	824	490–1,000
UCMR 3–Vanadium (ppb)	2013	4.5	3.1–15

¹ Nitrate in drinking water at levels above 45 ppm is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 45 ppm may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.

Definitions

Action Level (Regulatory Action Level): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

µS/cm (microsiemens per centimeter): A unit expressing the amount of electrical conductivity of a solution.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs (SMCLs) are set to protect the odor, taste and appearance of drinking water.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. EPA.

MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable

ND (Not detected): Indicates that the substance was not found by laboratory analysis.

NS: No standard

NTU (Nephelometric Turbidity Units): Measurement of the clarity, or turbidity, of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

pCi/L (picocuries per liter): A measure of radioactivity.

PDWS (Primary Drinking Water Standard): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

PHG (Public Health Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

ppb (parts per billion): One part substance per billion parts water (or micrograms per liter).

ppm (parts per million): One part substance per million parts water (or milligrams per liter).

Legislation Text

File #: 14-150, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period
of January 2014 through March 2014Recommendation for Action : Staff recommends that the City Council accept the Public Safety Department
Quarterly Status Report for January 2014 through March 2014**Staff Contact**

Dan Bellini, Chief - 661-7834, dan.bellini@cityofwoodland.org

Background

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

Prepared by: Bonnie Sylva, Administrative Secretary

Reviewed by: Dan Bellini, Public Safety Chief



Paul Navazio, City Manager

Attachment: Public Safety Quarterly Report (Jan.-Mar. 2014)



PUBLIC SAFETY DEPARTMENT



Quarterly Report

DATE: April 23, 2014

SUBJECT: QUARTERLY REPORT FOR JANUARY-MARCH 2014

POLICE:

PATROL AND INVESTIGATIONS SIGNIFICANT CASES:

JANUARY:

- January 15: officers received a report of a domestic dispute involving a suspect burning the victim's hand with a cigarette. The suspect caused traumatic injury to his former spouse during an argument at the victim's residence. The suspect was arrested for felony battery on a former spouse.
- January 17: There was a report of indecent exposure. The victim was home alone and heard a knock at her front door. She opened the door and saw an unknown white male subject, approximately 20 years old, exposing himself. She had never seen the suspect before and could not provide officers with a description of the suspect. Officers checked surrounding area but were unable to locate anyone.
- January 19: an officer in a marked patrol car saw a white Dodge pickup parked the wrong way in front of a residence on North Cleveland Street. The officer recognized the driver and two passengers as known burglars. The officer noticed the front license plate was not a commercially issued California license plate. When the officer ran the plate, it was reported to be stolen off a Toyota SUV in Woodland. As the officer ordered the subjects out of the vehicle, the officer saw a pistol lying on the passenger seat within reach of the driver. The driver was arrested for possession of methamphetamine, possession of stolen property, and an outstanding arrest warrant. The passengers were arrested for possession of methamphetamine.
- Early January: in response to a massive surge in residential and auto burglaries, Sr. Detective Towle planned a multi-jurisdictional operation to search homes of probationers and parolees. He discovered the identity of the ringleader and established probable cause for search warrants for six residences in Woodland. On January 23, the search warrants were executed by Detectives, Patrol officers, GTF officers, Community Services Officers, Crime Analysis personnel, and personnel from YONET, YECA, Sheriff's Department, West Sacramento PD, Davis PD, CHP, Probation Department, and the DA's office, totaling approximately 80 law enforcement personnel. SWAT teams made entry into the residences. When the residences were secured, detectives, and personnel from the other agencies, searched each residence and questioned occupants. Six adults were arrested on charges ranging from burglary, possession of stolen property, possession of controlled substances, possession of drug paraphernalia, felony child endangerment, and outstanding warrants. A seventh suspect, believed to be the ringleader, was eventually arrested for burglary, possession of a controlled substance, felony child endangerment, resisting/obstructing an officer, and felon in possession of a firearm. In addition to the arrests, there were several stolen items recovered and narcotics located. Since the initial

search warrant service, detectives have searched other residences in response to new information. Due to the amount of property stolen and the number of suspects and co-conspirators involved, this is a complex and ongoing investigation.

FEBRUARY:

- February 3: school officials from Lee Jr. High School reported to the SRO they suspected a custodian was stealing from the school. The SRO developed probable cause and eventually arrested the 52-year-old Woodland resident on felony charges of embezzlement and grand theft. A search warrant for the suspect's residence recovered thousands of dollars' worth of stolen property, which was returned to the school.
- February 4: an officer attempted to stop a subject walking through Freeman Park who was in violation of the City's curfew. When the subject was contacted, he refused to comply with the officer's orders and began punching the officer. The officer was able to take the suspect to the ground, but the suspect continued to fight. Additional officers arrived to assist. During the course of the struggle, the suspect was bitten by a police K-9. Two officers suffered minor injuries. The suspect was transported to WMH and treated for injuries sustained in the struggle. When he was medically cleared, the suspect, a 33-year-old male transient from Woodland, was arrested for felony resisting using force and violence.
- February 4: officers received a report of a shooting behind Tack Warehouse on Main Street. Officers located a victim who was unharmed. The victim said a nude man fired a gun at him while he was in the alley behind the Tack Warehouse. Officers went to the business and encountered a nude man. When officers found a .22 cal. shell casing and a bullet hole in a piece of plywood nearby, detectives were called out to obtain a search warrant. During the service of the search warrant, a handgun was located inside the business. The suspect was arrested for assault with a deadly weapon.
- February 8: there was a report of a deceased person at Armfield Drive and E Street. Officers located a 60-year-old female transient nude from the waist down and lying on the gravel next to the railroad tracks. Detectives and the Yolo County Coroner were called out to take over the investigation. An autopsy later revealed no foul play or sexual assault, and the death was determined to be from hypothermia.
- February 17: officers and fire personnel were dispatched to Woodside Park regarding a possible stabbing. They located a 29-year-old male Sacramento resident who had a superficial wound to his throat. Medical personnel examined the victim, but he required no first aid. Officers determined the victim was attacked by a male assailant with an unknown weapon. A suspect physically assaulted the victim and attempted to run him down with his vehicle in the park. The suspect was not successful and fled the area. The park was extremely busy at the time with parents, children, and joggers, but no one else was injured.
- February 18: officers responded to report of two suspects trying to pass fraudulent checks at a business on Main Street. The vehicle associated with the suspects was a stolen vehicle out of Contra Costa County and associated in a home invasion robbery where a victim was brutally beaten with a baseball bat. Officers worked with Contra Costa County authorities and arrested the two suspects for vehicle theft, unlicensed driver, burglary, possession of stolen property, forgery, check fraud, possession of methamphetamine, and possession of drug paraphernalia.
- February 22: officers received a report of a subject at the Tower Mart on East Street who had been stabbed. Officers found a 27-year-old male lying in the parking lot. Officers learned the victim was approached at Campbell Park by two subjects who asked him for cigarettes. When he told them he did not have any, they began punching him and stabbed him several times with a

knife described as a Swiss Army Knife. The victim stated both suspects said they were Norteños. The victim walked from Campbell Park to Tower Mart, where two of his friends located him and called 911. Also at Tower Mart was a 26-year-old female off-duty medical technician. Recognizing the severity of one of the wounds, she used a belt as a tourniquet to help slow the victim's bleeding. According to attending physicians at UCD Med Center, her actions may have saved his life.

- February 25: officers responded to the area of Maxwell Avenue for a report of a sexual battery. An adult female victim was walking her dog in the area when she was approached from behind by a Hispanic male adult riding a bike. As the suspect rode past her, he reached out and touched the victim on the buttocks and rode away. The victim was able to provide a detailed description to officers. Later that evening, police received a second report of a sexual battery in the area of Pioneer Park on Branigan Avenue. The adult female victim was walking near the park when a subject, matching the same description as the earlier sexual battery report, also touched the victim on her buttocks as he rode past her. This victim was also able to provide a detailed description to officers. Officers located and detained a subject matching the description in the area of Farnham Avenue and Hardy Drive. Both victims positively identified the suspect as the person who had sexually battered them.

MARCH:

- March 6: SET officers went to a residence on Beamer Street to conduct a PRCS search on a subject. While conducting a protective sweep of the residence, officers noticed a loaded magazine with .223 rounds lying on top of a dresser. The bedroom belonged to a subject who officers knew was a convicted felon and prohibited from owning firearms and ammunition. Officers held the residence and called out detectives to obtain a search warrant. While serving the warrant, officers located several stolen items that were linked to a number of recent burglaries in Woodland. The subject was booked on numerous felony charges.

- March 10: there was a report of a battery that had occurred on West Court Street. An officer was flagged down several blocks away, which led to the apprehension of the suspect who had battered three victims with his fists, rocks, and a shovel. It was ascertained the suspect had battered a family member at his apartment and as he left the apartment, he battered two bystanders in the parking lot. The victims sought medical care for injuries. The suspect was arrested for assault with a deadly weapon, battery causing great bodily injury, and elder abuse.

- March 16: officers were dispatched to Woodland Memorial Hospital for three subjects who had arrived with multiple stab wounds. Two of the victims were transported to Sacramento area trauma centers with potential life-threatening wounds. The victims reported they were attacked by a group of 7-8 men at Tony's Bar. A crime scene was located in the rear parking lot of Tony's Bar. The case is still being investigated.

- March 17: officers responded to a call for a welfare check at an apartment on West Elliot Street. Dispatch advised that a suspect at the location was a convicted felon and was in possession of a firearm. Officers contacted and arrested the suspect for being under the influence of a controlled substance and possession of drug paraphernalia. A search warrant was obtained for the suspect's apartment; no firearm was located, and management secured the apartment.

- March 18: when officers were dispatched to Elm Street for a reported stabbing, they found a single male victim who was later pronounced dead at the scene by medical responders. Detectives, and personnel from the coroner's office, were called to the scene. A suspect was identified, and on March 28, the suspect was arrested on the charge of homicide.

A total of 125 transients were arrested for violations ranging from violation of the City's no camping ordinance, drunk in public, narcotic violations, recyclable thefts, and warrants.

POP Projects:

There were five new POP Projects opened, and there are still six open.

Special Enforcement Team (SET):

S.E.T. had the following activity: contact with 70 PRCS subjects, 7 parolees, and 32 probationers not on PRCS. They made 41 felony arrests and 10 misdemeanor arrests. They conducted 69 home searches and 15 vehicle searches.

School Resource Officers (SRO):

The SROs had the following activity: 1,169 consensual contacts. Of those contacts, 44 were for fighting, 10 for alcohol, 7 for gang activity, 17 for drugs, 8 for tobacco, 19 for truancy, 1 for vandalism, and 5 for theft. They made 28 arrests, issued 36 citations, attended 10 SARB hearings, and took 4 juveniles to the hospital for psychological evaluations.

CRIME				Calendar Year 2014	
Category	Jan.	Feb.	Mar.	Reported to CA DOJ	Percent change from last year
Homicide	0	0	1	1	0%
Rape	0	2	0	2	-33%
Robbery	1	3	4	8	-43%
Aggravated Assaults	12	19	28	59	26%
Simple Assaults	24	28	23	75	-5%
Burglary	68	44	43	155	63%
Larceny/Thefts	124	69	131	324	4%
Auto Theft	26	11	23	60	-2%
Arson	3	3	3	9	13%
TOTAL	258	179	256	693	23%

WORKLOAD

Calls for Service	Jan.	Feb.	Mar.	TOTAL
Priority 1	104	74	115	293
Priority 2	1616	1489	1811	4916
Priority 3	82	95	93	270
Other calls for service	3072	2725	3214	9011
TOTAL	4874	4383	5233	14490
Response Times				
Priority 1	7:19	8:10	8:14	
Priority 2	10:57	13:54	10:46	
Priority 3	27:59	27:36	22:55	
Reports				
Online Reports/Coplogics	21	10	18	49
Mail-in Reports (MLRs)	140	71	131	342
Other case numbers issued	534	467	496	1497
TOTAL	695	548	645	1888

Warrants				
Felony	348	352	377	1077
Misdemeanor	1105	1104	1048	3257
TOTAL	1453	1456	1425	4334
Graffiti	30	25	29	84
290 Registrant Activity	Jan.	Feb.	Mar.	
Total registrants	113	114	113	
<i>Other Information</i>				
Total transient registrants	12	14	12	
290 PC violation warrants issued	0	0	0	
Not in compliance with annual update	0	0	0	

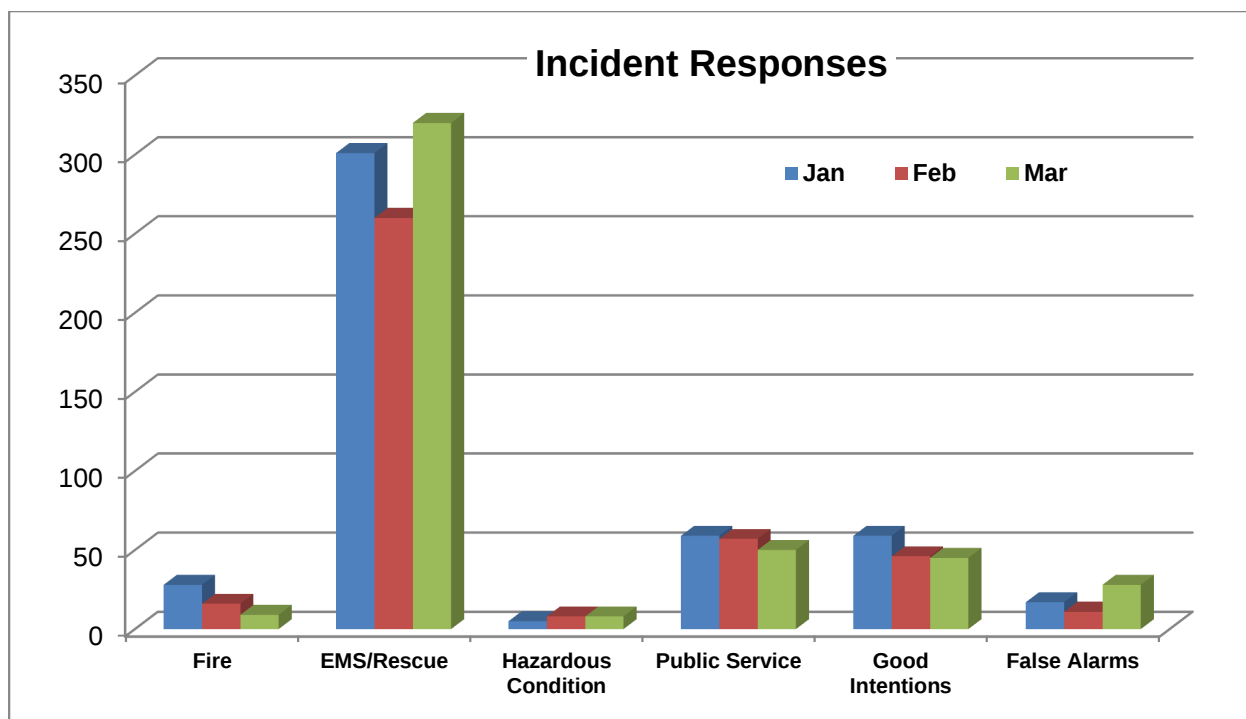
Personnel		
Jan-Mar	Budgeted	Filled
Sworn	60	60
Non-sworn	14	14
Total	74	74

Volunteer/Chaplain Hours (quarter total)	1626
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FIRE:

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

	Jan	Feb	Mar
Total Incident Responses			
Fire	28	16	9
EMS/Rescue	301	260	320
Hazardous Condition	5	8	8
Public Service	59	57	50
Good Intentions	59	46	45
False Alarms	17	11	28
TOTAL	469	398	460
Mutual/Auto-Aid	13	7	10
Concurrent Incidents	168	104	127
Fire Prevention			
Business Licenses	12	8	19
Commercial Inspections	6	11	10
Engine Company Inspections	31	56	65
Fire Annual Inspections	77	71	81
New Building Inspections	0	3	6
New Project Development	2	0	0
Plan Reviews	5	11	14
Residential Inspections	31	36	38
TOTAL	164	196	233
Weed Abatement hours	0.0	0.0	7.5
Public Education Events	0	0	5



Concurrent Incidents:

These are incidents that come in simultaneously where apparatus and companies (a crew consisting of a Fire Captain, Engineer, and Firefighter) are either all committed to the same incident, or committed to separate incidents at the same time called **concurrent incidents**. The breakdown of concurrent incidents is shown below:

# of Companies committed simultaneously	Jan	Feb	Mar
2 companies	104	63	74
3 companies	44	26	39
4 companies	14	12	9
5 companies	3	3	2
6+ companies	3	0	3
TOTAL	168	104	127
% of Total Incident Responses	35.82%	26.13%	27.61%

Response Time Average for initial fire engine on-scene (in minutes)

Call Type	Jan	Feb	Mar
Fire	5:23	5:26	5:21
EMS	4:06	3:57	4:05

Automatic or Mutual Aid:

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

provide help to one another upon special request when a significant event(s) (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

	Jan	Feb	Mar
Aid Received	6	0	4
Aid Given	7	7	6
TOTAL	13	7	10

Highlights:

January	• The Department received three new apparatus: 2 Engines and 1 Ladder Truck. • All companies received over 20 hours of training on the new apparatus. • New apparatus were officially put into service on January 24th. • All companies attended EMS training on YEMSA Protocol Updates and passed an Infrequent Skills Review. • All companies attended training on the updated Fire Prevention codes
February	• All companies attended EMS training on Tactical EMS with a member of WPD SWAT. • All companies completed Module 1 of the new 6-week, modular training program which utilizes Target Solutions to record all training.
March	• All companies attended EMS training on Obstetric Emergencies. • Several members of the department attended a Truck Academy sponsored by the Consortium. • Completed annual ladder testing.

Legislation Text

File #: 14-153, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: East Kentucky Avenue Road Rehabilitation Project, CIP 10-07; Approve Plans and Specifications, Authorize Bid Advertisement, and Authorize the City Manager to Execute a Consultant Agreement for Construction Management and Inspection Services

Recommendation for Action : Staff recommends that the City Council adopt Resolution No. _____, to approve the project plans and specifications for the East Kentucky Avenue Road Rehabilitation Project, CIP 10-07; authorize bid advertisement; and authorize the City Manager to execute an agreement with Associated Engineering Consultants, Inc. for construction management and inspection services in the amount of \$95,995 and amendments to the agreement up to 15% of the agreement amount.

Staff Contact

James Heath, Associate Civil Engineer - (530) 661-5977, james.heath@cityofwoodland.org

Fiscal Impact

The total project budget is \$1,222,683 which consists of \$552,511 of Measure E funding and \$670,172 of Transportation Grant funding as identified and allocated in the Capital Budget as CIP 10-07.

The Engineer's estimate of construction cost is \$900,000 and the construction management and inspection cost is \$95,995 for a total of \$995,995. The remaining budget of \$228,688 accounts for the design costs, staff time and construction contingency.

There is no impact to the General Fund.

Background

This project will reconstruct the roadway section on East Kentucky between East St and Paddock Place. The project will also reconfigure the travel lanes to include one lane of travel in each direction, separated by a two-way center turn lane to facilitate access to the adjacent parcels. In addition to the lane re-configuration, the project will add bike lanes in each direction to close the gap in the bike system between the existing bike lanes to the east and the existing bike route west (future bike lanes will be installed with the Kentucky Avenue Widening and Complete Streets Project CIP #04-07 in 2018).

Discussion

Upon Council authorization, construction bids will be solicited with an anticipated bid opening in late June. Contract execution is anticipated in July with construction scheduled to begin late July and be complete in the fall.

Due to the significant amount of work to be performed in a short period of time and the additional reporting requirements required by the Transportation Grant funding it is desirable to have a construction management and inspection firm that has experience with this type of project perform the construction management and inspection.

The project requires the excavation and reconstruction of the roadway. The contractor is likely to encounter unforeseen site conditions that will require the contractor to perform extra work. The construction contingency is necessary to allow for contract change orders without stopping the contractor from working until additional budget approval is obtained. The amendments for the consultant agreement allow for the approval of additional work without stopping work until additional budget approval is obtained.

Staff has met with the affected businesses and property owners to obtain their input so that we could reduce the impacts of the construction. Staff is planning for an additional meeting to update the businesses and property owners and seek additional input.

The project plans and specifications are available by contacting the City Clerk.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to approve the project plans and specifications for the East Kentucky Avenue Road Rehabilitation Project, CIP 10-07; authorize bid advertisement; and authorize the City Manager to execute an agreement with Associated Engineering consultants, Inc. for construction management and inspection services in the amount of \$95,995 and amendments to the agreement up to 15% of the agreement amount.

Prepared by: James Heath P.E., Associate Civil Engineer

Reviewed by: Katie Wurzel P.E., T.E, Principal Civil Engineer

Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attachments: Resolution
Consultant Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND FOR THE EAST KENTUCKY AVENUE PROJECT CIP 10-07 APPROVING THE PLANS AND SPECIFICATIONS, AUTHORIZING BID ADVERTISEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

WHEREAS, the East Kentucky Avenue Road Rehabilitation Project, CIP 10-07 is fully funded in the Capital Budget and

WHEREAS, City of Woodland applied for and received \$670,172 in RSTP funds to use to rehabilitate the pavement on East Kentucky Avenue between East Street and Paddock Place and

WHEREAS, the City must expend all RSTP funds by June 30, 2018; and

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

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

WHEREAS, the City desires to have the construction management, inspection and testing performed by an experienced consultant that was selected by a qualifications based selection process

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

Section 1. The City Council hereby approves the plans and specifications for the East Kentucky Avenue Road Rehabilitation Project, CIP 10-07, which are available on file with the City Clerk.

Section 2. The City Council authorizes City staff to advertise the East Kentucky Avenue Road Rehabilitation Project, CIP 10-07 for bids, with bid opening date anticipated to occur in June 2014.

Section 3. The City Council finds that the Project is exempt from CEQA pursuant to CEQA Guideline 15301(c) and finds that the filing of a Notice of Exemption is appropriate for the Project.

Section 4. The City Council authorizes the City Manager to execute an agreement with Associated Engineering Consultants, Inc. for construction management and inspection services

in the amount of Ninety Five Thousand Nine Hundred Ninety Five dollars (\$95,995.00) and amendments to the agreement up to 15% of the agreement amount.

PASSED AND ADOPTED this _____ day of _____ 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marlin “Skip” Davies, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES**

CM #	000324
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This Agreement is made and entered into this ____ day of ____, 2014 by and between the City of Woodland, a California municipal corporation (“City”) and Associated Engineering Consultants, Inc., a Corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

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

C. City desires to engage Consultant to render such services for the East Kentucky Ave Road Rehabilitation Project CIP #10-07 / Fed Aid No.STPL-5046(035) (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from June 1, 2014 to December 31, 2016, unless earlier terminated as provided herein. Consultant shall complete the Services

within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed Ninety Five Thousand Nine Hundred Ninety Five dollars (\$95,995.00) without written approval of City Engineer. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

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

request of the City. The key personnel for performance of this Agreement are as follows: Bruce Howard, Mark Burlew, Tami Burnham, and Ken Mills.

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

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

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

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

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

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

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

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

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

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

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

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

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

6.3 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing

subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

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

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Brent Meyer, City Engineer

Consultant:

Associated Engineering Consultants, Inc.
20179 Charlanne Drive
Redding, CA 96002
Attn: Mark Burlew

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

11.2 Indemnification.

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

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

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

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of

documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

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

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

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

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects, if the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.23 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

ASSOCIATED ENGINEERING CONSULTANTS,
INC.

By: _____
Paul Navazio
City Manager

By: _____
Mark Burlew
Principle/Vice President

Attest:

By: _____
Ana Gonzalez
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES

Task 1 - Mix Design/Submittal Review

- a) Review all mix designs and material submittals prior to incorporation into this project.
- b) Review and respond to all project submittals prior to construction.

Task 2 - Pre-Job Meeting/Submittal Review

- a) Schedule a pre-job meeting, prepare an agenda, conduct the meeting, and record and prepare meeting minutes.
- b) Respond to contractor's submittals.

Task 3 - Construction Management and Inspection

Construction Management:

- a) Review certified payroll documentation.
- b) Prepare project change orders and make recommendations to the City.
- c) Review progress payments and invoicing and submit to the City.
- d) Schedule and conduct project progress meetings.
- e) Review contractor's critical path schedule.
- f) Oversee on-site inspection and testing .
- g) Project document processing (as needed).

Inspection:

- a) Material compliance.
- b) Traffic control compliance.
- c) Public safety monitoring.
- d) Maintaining daily inspection logs.
- e) Testing coordination.
- f) Additional on-site tasks as required.

Task 4 - Materials Inspection and Testing

- a) Provide asphalt hot plant quality assurance sampling and testing, conduct material sampling and laboratory testing.
- b) Provide on-site nuclear density testing of in place subgrade, base rock and hot mix asphalt per the City's Quality Assurance Program (QAP) to insure contract compliance.

Task 5 - Report I Records-Project Close Out

Prepare and review project close out documentation, including final payment application reconciliation and inspection documentation.

EXHIBIT "B"
FEE SCHEDULE



Associated Engineering Consultants, Inc.

FEE SCHEDULE

JANUARY 2014

ENGINEERING SERVICES

	RATE / HR.
Principal Engineer	\$ 170
Senior Engineer	\$ 145
Associate Engineer	\$ 130
Project Engineer	\$ 115
Planner / Designer	\$ 95
Draftsman	\$ 90
Engineering Aide	\$ 85
Expert Witness	\$ 375 /
Dynalect Input	\$ 115
Clerical	\$ 70

*4 hour minimum

CONSTRUCTION MANAGEMENT

Project Manager	\$ 160
Construction Manager	\$ 145
Resident Engineer	\$ 130
Senior Construction Inspector	\$ 115
Construction Inspector	\$ 100

PROGRAM MANAGEMENT

Program Manager	\$ 170
Systems Manager	\$ 145
Software Engineer / Programmer	\$ 135
Systems Analyst	\$ 115
Pavement Specialist	\$ 95
Data Input / Clerical	\$ 50

FIELD SERVICES

Senior Surveyor	\$ 150
Survey Crew / 2 persons	\$ 275
Survey Crew / 3 persons	\$ 350
Dynalect Testing	\$ 280
Dynalect Travel / Calibration	\$ 90
Field Technician	\$ 85
Core / Sampling	\$ 225
Nuclear Gauge Testing	\$ 105
Traffic Control	\$ 95
Engineer Travel	\$ 80
Technician Travel	\$ 70

MISCELLANEOUS SERVICES

Per Diem	\$ 165 / day
Mileage	\$ 0.85/mi.
Outside Services	Cost Plus 15%

20179 Catalina Dr. • Redding, CA 96002 • (530) 226-1616 • Fax (530) 226-1617

EXHIBIT “C”
FEDERAL REQUIREMENTS

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

1. Local Agency Name: City of Woodland

2. Project Location: East Kentucky Avenue

3. Project Description: East Kentucky Avenue Road Rehabilitation Project

4. Consultant Name: Associated Engineering Consultants, Inc.

5. Contract DBE Goal %: 0.0%

[illegible]

16. Local Agency Contract Number: CM # 000324

17. Federal-aid Project Number: STPL 5046(035)

18. Proposed Contract Execution Date: 6/1/14

JAMES HEATH


29. Local Agency Representative Signature

ASSOCIATE CIVIL ENGINEER
22. Local Agency Representative Title

5-8-14

530-661-5977

0.00 %

Mark Benlow

Mark Burlew

Principal Vice President

5-08-14 530-226-1616

15. (Area Code) Tel. No. _____

LPP 13-01

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 0.00%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION**1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two.)

- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY		CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS					ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS				DATE OF FINAL PAYMENT		
				NON-DBE	DBE	DATE WORK COMPLETE				
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
				\$	\$					
ORIGINAL COMMITMENT \$			TOTAL	\$	\$					

DBE

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:

Original - District Construction**Copy**- Business Enterprise Program**Copy**- Contractor**Copy** Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance
Engineer (submitted with the Report of
Expenditure

Copy- District Local Assistance Engineer**Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at:
<http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

Legislation Text

File #: 14-154, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: 2014 Road Maintenance Project, CIP 14-14; Approve Consultant Agreement for Construction Management

Recommendation for Action : Staff recommends that the City Council adopt Resolution No._____, to approve a consultant services agreement with Associated Engineering Consultants, Inc., in the amount of \$90,650 for the 2014 Road Maintenance Project, CIP 14-14 and authorize the City Manager to execute the agreement and amendments as necessary up to 5% of the agreement amount.

Staff Contact

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

Fiscal Impact

The project is funded in the current Capital Budget. The total budget of \$1,000,000 is fully funded by Measure E. The costs associated with this contract, as well as staff costs, were accounted for in the determination of the request to award the construction contract.

There is no impact to the General Fund.

Background

In 2006, voters approved the Measure E ½ cent sales tax along with advisory measures to identify voter preferences for use of those tax proceeds. Under the advisory measures, road maintenance and repair received the second highest voter response. Accordingly, staff identified a pavement management program that included annual road maintenance projects and semi-annual road reconstruction projects for the Capital Budget. Project 14-14 has \$1,000,000 of Measure E funds budgeted to scope, design, construct, inspect, and manage construction for the subject project.

Discussion

On April 15, 2014, Council approved the plans and specifications for this project, authorized advertising the project for bid, and authorized the City Manager to execute the construction contract to the lowest, responsive, responsible bidder up to \$900,000. On May 15, 2014, bids were opened and are being reviewed for the City Manager to award the construction contract. Staff is requesting that Council approve the consultant service agreement with Associated Engineering Consultants. The scope of this agreement is to provide construction

management and inspection services for the pavement maintenance seal work.

The work included in pavement maintenance projects requires specific, ongoing training and often requires multiple inspectors for these intensive one to two month long construction projects. Staff has evaluated the cost and time-effectiveness of training our staff to inspect these projects and, given the specialized training required and seasonal nature of these types of projects, does not recommend devoting our in-house inspection staff resources to these types of projects. Rather, utilizing contract inspections services for has been the practice for specialized inspections.

Staff does not anticipate needing more than 5% for amendments to this agreement because this agreement is not likely to have significant changes.

Conclusion

Staff recommends that the City Council adopt Resolution No._____, to approve a consultant services agreement with Associated Engineering Consultants, Inc., in the amount of \$90,650 for the 2014 Road Maintenance Project, CIP 14-14 and authorize the City Manager to execute the agreement and amendments as necessary up to 5% of the agreement amount.

Prepared by: Diana R. Ayón, Associate Civil Engineer

Reviewed by: Katie Wurzel, Principal Civil Engineer

Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attachments: Resolution
Consultant Services Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT WITH ASSOCIATED ENGINEERING
CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT CONSULTANT
SERVICES**

WHEREAS, 2014 Road Maintenance Project, CIP 14-14 is fully funded in the Capital Budget; and

WHEREAS, the Project has \$1,000,000 of Measure E funds budgeted to scope, design, construct, inspect, and manage construction for the Project; and

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

WHEREAS, the City desires to have the construction management, inspection and testing performed by an experienced consultant that was selected by a qualifications based selection process; and

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

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

Section 1. The City Council hereby approves the consultant services agreement and authorizes and directs the City Manager to execute the agreement in the amount of \$90,650 and amendments as necessary up to 5% of the agreement amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. An executed copy of the Agreement will be available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this _____ day of _____ 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Marlin "Skip" Davies, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES**

CM #	000332
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This Agreement is made and entered into this ____ day of ____, 2014 by and between the City of Woodland, a California municipal corporation (“City”) and Associated Engineering Consultants, Inc., a Corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

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

C. City desires to engage Consultant to render such services for the 2014 Road Maintenance Project CIP #14-14 (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from May 30, 2014 to October 3, 2016, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Ninety-Thousand-Six-Hundred-Fifty Dollars (\$90,650.00) without written approval of City Engineer. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

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

request of the City. The key personnel for performance of this Agreement are as follows: Mark Burlew, Tami Burnham, Ken Mills.

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

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

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

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

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall

exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

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

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

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

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

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

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

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

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

6.3 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing

subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

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

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Diana Ayón, Associate Civil Engineer, CDD-Engr.

Consultant:

Associated Engineering Consultants, Inc.
20179 Charlanne Drive
Redding, CA 96002
Attn: Mark Burlew

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

11.2 Indemnification.

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

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

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

11.3.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the

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

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

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

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

11.4 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid

nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

11.9 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior

written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

ASSOCIATED ENGINEERING CONSULTANTS,
INC.

By: _____
Paul Navazio
City Manager

By: _____
Mark Burlew
Principle/Vice President

Attest:

By: _____
Ana Gonzalez
City Clerk

EXHIBIT “A”

SCOPE, SCHEDULE & COST OF SERVICES

Associated Engineering Consultants, Inc. (AEC) will perform the following tasks:

Task 1 - Project Design Support

AEC will make available to the City, Associate Engineer level personnel to aid and assist in the finalization of the design phase of this project.

Task 2 - Mix Design/Submittal Review

AEC will review all mix designs and material submittals prior to incorporation into this project. AEC shall review and respond to all project submittals prior to construction.

Task 3 - Pre-Job Meeting/Submittal Review

AEC's Construction Manager shall schedule a pre-job meeting, prepare an agenda, conduct the meeting, respond to contractor's submittals and record and prepare meeting minutes.

Task 4 - Construction Management and Inspection

AEC's Construction Manager shall provide such services as:

- a) Review certified payroll documentation.
- b) Prepare project change orders and make recommendations to the City.
- c) Review progress payments and invoicing and submit to the City.
- d) Schedule and conduct project progress meetings.
- e) Review contractor's critical path schedule.
- f) Oversee on-site inspection and testing.
- g) Project document processing (as needed).

AEC's On-site Senior Construction Inspector shall be responsible for:

- a) Material compliance.
- b) Traffic control compliance.
- c) Public safety monitoring.
- d) Maintaining daily inspection logs.
- e) Testing coordination (if required).
- f) Additional on-site tasks as required.

Task 5 - Report/Records-Project Close Out

The Construction Manager shall prepare and review project close out documentation, including final payment application reconciliation and inspection documentation.

COST OF SERVICES

The table below provides a cost estimate breakdown for each of the above tasks. The estimated total of \$90,650, is to cover the construction management services and includes limited design support outlined under each task and is a not to exceed amount without prior approval from the City of Woodland.

ASSOCIATED ENGINEERING CONSULTANTS, INC.
20179 Charlaine Drive-Redding, CA 96002 530-226-1616

CITY OF WOODLAND

2014 Pavement Maintenance Project CIP # 14-14
CM & Inspection Cost Proposal

3-19-2014

Table 1

Job No. 14-073

Tasks	Unit Fee	Units	Quantity	Fee
TASK- 1 Design Support				
Associate Engineer	\$ 130.00	hrs	40	\$ 5,200.00
			Task Subtotal	\$ 5,200.00
TASK-2 Mix Design/Submittal Review				
Associate Engineer	\$ 125.00	hrs	6	\$ 750.00
Senior Engineer	\$ 145.00	hrs	4	\$ 580.00
			Task Subtotal	\$ 1,330.00
TASK-3 Pre-Job Meeting / Submittal Review				
Senior Engineer	\$ 145.00	hrs	16	\$ 2,320.00
			Task Subtotal	\$ 2,320.00
TASK-4 Construction Management & Inspection				
<u>Construction Manager & Field Administration</u> (Assumed 40 days @ 8 hrs/day) Construction Manager Fuel Allowance	\$ 145.00	hrs	320 Lump Sum	\$ 46,400.00 \$ 1,000.00
<u>Construction Inspection</u> (Assumed 30 days Inspection @ 8 hrs/day) Senior Construction Inspector Fuel Allowance	\$ 115.00	hrs	240 Lump Sum	\$ 27,600.00 \$ 1,000.00
			Task Subtotal	\$ 76,000.00
TASK-5 Report / Records-Project Close Out				
Senior Engineer	\$ 145.00	hr	40	\$ 5,800.00
			Task Subtotal	\$ 5,800.00
* TASK-6 Materials Sampling & Testing Allowance				
Field Samples, Lab Testing & Reports				N/A
			Task Subtotal	
Project Total				\$ 90,650.00

* AEC can submit an estimate for Task 6 based on the City of Woodland,s testing needs, if so desired.

Construction Management Typical Duties Include: Certified payroll review
Change orders - preparing and recommendations to the City
Invoicing / Progress payments
Conducting the pre-construction meeting
Submittal reviews
Conducting project progress meetings
Processing certified payroll, invoices, CCO's, etc.

Legislation Text

File #: 14-163, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Easement Acquisition Agreements for CIP 11-14, Water Transmission Main (East), Surface Water Local Pipelines

Recommendation for Action : Staff recommends that City Council adopt Resolution No. _____ approving Easement Acquisition Agreements (Agreements) with Yuba Community College District, Woodland Joint Unified School District, the Foundation for Excellence at Woodland Christian School, and the Glen A. Barton and Gloria L. Barton Trust, and authorize the City Manager , in consultation with the City Attorney, to make minor modifications to and execute Agreements for the purchase of easements required for construction of CIP 11-14, Water Transmission Main (East), Surface Water Local Pipelines.

Staff Contact:

Tim Busch, Principal Engineer - (530) 661-5963

Council Goal:

This action is consistent with Council goals for infrastructure. The water transmission line project is an integral part of the surface water project and will convey treated Sacramento River water from a treatment facility on the east side of County Road 102 to the west side of the city. The treated surface water will improve water quality throughout the city and enable the City to meet consumer demands.

Fiscal Impact:

The project is included in the Capital Budget approved by Council on June 18, 2013. The project funding source is the Water Enterprise Fund. The total project budget of \$8.783 million dollars included in the Capital Budget is sufficient to cover right-of-way acquisition, engineering design, and construction costs of the project.

Background

As part of the design process for the CIP 11-14, a local transmission pipeline project for the surface water project, staff determined the easement areas required for construction. Pipeline design location required easements across parcels owned by Yuba Community College District (YCCD), Woodland Joint Unified School District (WJUSD), the Foundation for Excellence at Woodland Christian Schools (WCS), the Glen A. Barton and Gloria L. Barton Trust (Barton), Pioneer Investors LLC (Pioneer LLC) and the Beeman Family Trust (Beeman). The project required in each case a Permanent Utility Easement (PUE) for construction, operation and maintenance of the water line in perpetuity; and, a Temporary Construction Easement (TCE) for construction operations which will terminate at the end of the construction project.

The easements from Pioneer LLC were dedicated without charge because the pipeline alignment is within the future right-of-way for Farmer's Central Road which will be dedicated to the City when the property develops. Beeman agreed to dedicate the easements on their property in exchange for the City working with Yolo County Flood Control and Water Conservation District (YCFCWCD) to abandon existing YCFCWCD easements across their property which were no longer needed.

Discussion

Once right-of-way requirements for the remaining properties were defined, the City engaged Jeff Ridolfi, an MAI appraiser with Clark Wolcott Company, to perform appraisals on three of the properties. The Woodland-Davis Clean Water Agency had previously engaged Bender-Rosenthal to appraise the Barton parcel, and this appraisal was approved by the City Attorney and the property owner for use in this acquisition. Following appraisals, the property owners were contacted and all agreed to transfer easements to the City. Negotiated prices of the easements were based on property values contained in the appraisals. Attachment 'A' contains a table which shows the easement areas to be acquired and the purchase price for each property owner.

Conclusion

Staff recommends that City Council adopt Resolution No. _____ approving Easement Acquisition Agreements (Agreements) with Yuba Community College District, Woodland Joint Unified School District, the Foundation for Excellence at Woodland Christian School, and the Glen A. Barton and Gloria L. Barton Trust, and authorize the City Manager, in consultation with the City Attorney, to make minor modifications to and execute Agreements for the purchase of easements required for construction of CIP 11-14, Water Transmission Main (East), Surface Water Local Pipelines.

Prepared by: Liz Houck
Senior Engineering Assistant

Reviewed by: Tim Busch, P.E., Principal Civil Engineer



Paul Navazio, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING EASEMENT ACQUISITION AGREEMENTS WITH YUBA
COMMUNITY COLLEGE DISTRICT, WOODLAND JOINT UNIFIED SCHOOL
DISTRICT, FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN
SCHOOLS, AND THE GLEN A. AND GLORIA L. BARTON TRUST FOR PURCHASE
OF EASEMENTS REQUIRED FOR CONSTRUCTION OF CIP 11-14, LOCAL
PIPELINE PROJECT WEST AND AUTHORIZE THE CITY MANAGER TO EXECUTE
THE AGREEMENTS.**

WHEREAS, the City of Woodland wishes to enter into Easement Acquisition Agreements with Yuba Community College District, Woodland Joint Unified School District, the Foundation for Excellence at Woodland Christian School, and the Glen A. Barton and Gloria L. Barton Trust for the purchase of easements necessary for construction of CIP 11-14 (“Agreements”); and

WHEREAS, appraisals for the properties were performed by MAI certified appraisers from Clark Wolcott and Bender Rosenthal; and

WHEREAS, the City has reached agreement with the above property owners on the price of the easements based on property values contained in the appraisals; and

WHEREAS, the following table reflects the parcels and agreed upon prices; and

OWNER	APN*	PUE* area	TCE* area	PURCHASE PRICE
YCCD	042-580-027	1.80 acre or 78,445 s.f.*	0.60 acre or 26,148 s.f.	\$ 81,700
WJUSD	042-580-019	.817 acre or 35,609 s.f.	0.272 acre or 11,870 s.f.	\$ 59,500
WCS	041-080-013	.315 acre or 13,729 s.f.	0.315 acre or 13,736 s.f.	\$ 18,000
Barton	042-010-037	.104 acre or 4,524 s.f.	0.04 acre/ 1,823 s.f.	\$ 500.00

**APN: Assessor’s Parcel Number*

PUE: Permanent Utility Easement

TCE: Temporary Construction Easement

s.f.: square feet;

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

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

Section 1. The City Council hereby approves the Agreements. The City Manager is hereby authorized and directed, in consultation with the City Attorney, to make minor modifications to and execute Agreements for the purchase of easements required for construction of CIP 11-14, Water Transmission Main (East), Surface Water Local Pipelines.

Section 2. Copies of the Agreements are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this _____ day of _____ 2014, by the following vote:

AYES:
NOES:
EXCUSED:

Marlin H. "Skip" Davies, Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

By: _____
Ana Gonzalez, City Clerk

ATTACHMENT 'A'

CIP 11-14, Water Transmission Main (East)

Easement Acquisitions

OWNER	APN*	PUE* area	TCE* area	PURCHASE PRICE
YCCD	042-580-027	1.80 acre or 78,445 s.f.*	0.60 acre or 26,148 s.f.	\$ 81,700
WJUSD	042-580-019	.817 acre or 35,609 s.f.	0.272 acre or 11,870 s.f.	\$ 59,500
WCS	041-080-013	.315 acre or 13,729 s.f.	0.315 acre or 13,736 s.f.	\$ 18,000
Barton	042-010-037	.104 acre or 4,524 s.f.	0.04 acre/ 1,823 s.f.	\$ 500.00

**APN: Assessor's Parcel Number*

PUE: Permanent Utility Easement

TCE: Temporary Construction Easement

s.f.: square feet



Legislation Text

File #: 14-166, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Oak Avenue Sewer Rehabilitation, CIP #14-21 Award Construction C Contract

Recommendation for Action : Staff recommends that the City Council award the construction contract in the amount of \$129,860.00 to C.E. Cox for the Oak Avenue Sewer Rehabilitation, CIP 14-21 and a 20% contingency in the amount of \$25,972.

Staff Contact

Mark Cocke, Senior Civil Engineer - 530-661-5898, mark.cocke@cityofwoodland.org

Council Goal

This recommendation is consistent with the City Council's goal for Infrastructure. The Oak Avenue Sewer Rehabilitation is part of Woodland's Sanitary Sewer Management Plan that supports the rehabilitation of sewer system deficiencies which require frequent staff maintenance activities.

Fiscal Impact

The project is funded in the Capital Budget in the amount of \$220,000 through the Sewer Enterprise fund. The difference between the total project budget and the contract award amount is the amount budgeted for engineering design, construction management and contingency.

Background

The project was advertised for bids on April 17, 2014 and on May 8, 2014 the City received and opened the following 5 bids for the project:

<u>Bidder's Name</u>	<u>Bid Amount</u>
C.E. Cox Engineering	\$129,860
Gabe Mendes, Inc.	\$140,235
Lister Construction, Inc.	\$167,167
Big Valley Group, Inc.	\$182,432
North Star Construction & Engineering, Inc.	\$144,445

Two bids were higher and three bids were lower than the engineer's estimate of \$163,050. The City has seen a trend of increased construction costs on other recent projects, which is probably related to the general recovery of the economy. Overall, staff feels this was a good response to the bid advertisement with five bidders

participating. Staff has performed due diligence in reviewing the bids and the lowest bid complies with all technical submittal requirements. With authorization to award the contract, staff anticipates construction beginning in June, 2014 and completion scheduled for August 2014.

Discussion

This segment of sewer line was constructed in 1942 and was constructed of non-reinforced concrete pipe. This material is subject to hydrogen sulfide corrosion and appears to resemble a concrete aggregate surface. This has also caused portions of the pipe to fail and expose the soil behind the pipe. This situation can result in failure of the pipe and loss of sewer service to the residents including the 156 units at Casa Del Sol. The City is also exposed to a risk of a sanitary sewer overflow and pollution of streets and the stormwater collection system. During construction, the right lane of East Street will need to be closed for three days in order to set the new manhole. For the duration of the project, Oak Avenue will be closed from the eastern project limits to East Street except for local residential access.

Conclusion

Staff recommends that the City Council award the construction contract in the amount of \$129,860.00 to C.E. Cox for the Oak Avenue Sewer Rehabilitation, CIP 14-21 and a 20% contingency in the amount of \$25,972.

Prepared by: Mark Cocke, Senior Civil Engineer

Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, Community Development Director



Paul Navazio, City Manager



City of Woodland



Legend

- Address Points
- Parcels
- Sewer Manhole
 - No CS Permit
 - Yes CS Permit
- Cleanout Structure
 - Active
 - Proposed
- Sewer Lateral Line
 - Confirmed Lateral Location
 - Added by Nobel Systems
- Sewer Gravity Main
- Sewer Pressurized Main
- Sewer Scada Sensor
- Imagery2012
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- Heritage_Oaks_5
- Parks_Trees_5
 - 0 to 10; 11 to 20
 - 21 to 30; 31 to 40
 - 41 to 50; 51 +
- City_Boundary_5
- Railroads_5
- Roads_5
 - Freeway
 - Freeway Ramp
 - Major Street
 - Minor Street
 - Water_Course_5

1: 1,030



0.0 0 0.02 0.0 Miles

NAD_1983_StatePlane_California_II_FIPS_0402_Feet
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH C.E. COX ENGINEERING FOR REHABILITATION OF THE OAK AVENUE SEWER LINE.

WHEREAS, the City Council authorized staff to bid the Oak Avenue Sewer Rehabilitation Project, Capital Improvement Project (“CIP”) (the “Project”) 14-21 on April 15, 2014; and

WHEREAS, after receiving bids from the five firms solicited, C.E. Cox Engineering was determined to be the lowest responsible and responsive bidder with its bid of \$129,860, and

WHEREAS, the City of Woodland wishes to enter into a construction contract with C.E. Cox Engineering for Oak Avenue Sewer Rehabilitation, CIP #14-21 (“Agreement”); and

WHEREAS, the City Council wishes to approve the Agreement and take other steps as necessary to effectuate the Project.

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

Section 1. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. The City Council hereby authorizes a construction contingency of \$25,972.

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

PASSED AND ADOPTED this 20th day of May 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Marlin “Skip” Davies, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

File #: 14-172, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Second Reading of Ordinance No. 1559 Governing False Fire Alarms

Recommendation for Action : Staff recommends that the City Council adopt Ordinance No. 1559 to establish standards and controls 1) to reduce the incidents of false fire alarm calls responded to by the Fire Department; 2) define what constitutes a nuisance alarm; and 3) establish the appropriate fee structure to offset the cost of false fire alarm response.

Staff Contact

Dan Bellini, Public Safety Chief, dan.bellini@cityofwoodland.org

This is the second reading of the ordinance governing false fire alarms. The first reading of the ordinance occurred during the April 15, 2014 City Council meeting. The City Council voted to approve the Ordinance which is attached.

Discussion

Upon the advice of the City Attorney, the Department has developed the attached ordinance which serves to formalize the false fire alarm process by providing the needed definition and clarification in order to carry out this process prudently. The ordinance clearly spells out the responsibilities and expectations of the alarm business, fire alarm agent, and fire alarm monitoring company.

Conclusion

Staff recommends that the City Council adopt Ordinance No. 1559 to establish standards and controls 1) to reduce the incidents of false fire alarm calls responded to by the Fire Department; 2) define what constitutes a nuisance alarm; and 3) establish the appropriate fee structure for false fire alarm response.

Prepared by: Elle Murphy, Senior Management Analyst

Reviewed by: Dan Bellini, Public Safety Chief



Paul Navazio, City Manager

Attachment: Ordinance No. 1559 Including Exhibit A - Chapter 9A Fire Alarm Systems



Legislation Text

File #: 14-175, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Second Reading of Ordinance No. 1560 Amending Chapter 25 of the Woodland Municipal code pertaining to Section 25-18-10 Industrial I-5/CR 102 Entryway Overlay Zone

Recommendation for Action : Staff recommends that the City Council adopt Ordinance No. 1560 adding auto sales, new and used, including RV trailer and motorcycles as an allowed use to the Industrial Land Use Table 3 and the Industrial Uses within the I-5/CR 102 Entryway Overlay Zone Table 3A in Section 25-18-10 of the Woodland Municipal Code.

This is the second reading of the ordinance pertaining to the Industrial I-5/CR 102 Entryway Overlay Zone. The first reading of the ordinance occurred at the May 13, 2014 City Council meeting. The City Council voted to approve the ordinance which is attached.

Prepared by: Ana B. Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment: Ordinance No. 1560

ORDINANCE NO. 1560

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING TABLES 3 AND 3A IN SECTION 25-18-10 OF THE WOODLAND MUNICIPAL CODE TO INCLUDE AUTO AND RELATED SALES AS A PERMITTED INDUSTRIAL USE IN THE I-5/CR 102 ENTRYWAY OVERLAY ZONE

WHEREAS, the City of Woodland's General Plan specifies goals and policies to expand the City's industrial base to provide for greater economic development and employment opportunities for Woodland residents, and to allow mixed-use projects in industrial designations, particularly along East Main Street; and

WHEREAS, General Plan Policy 1.H.7 provides that the City shall allow mixed use projects (including retail, office, food service, and industrial) in industrial designations, particularly along East Main Street, and further providing that a maximum of 80 percent commercial uses will be allowed in mixed use projects along heavily-traveled arterials; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the City Council of the City of Woodland adopted Resolution Number 3944 on February 27, 1996, certifying an Environmental Impact Report for the General Plan and subsequently adopted Resolution No. 4004 on December 17, 2002, approving a Mitigated Negative Declaration for an update to the General Plan; and

WHEREAS, on July 23, 2002; the City Council approved Ordinance No. 1347 amending the City's Zoning Ordinance to implement the Interstate 5 and County Road 102 Entryway Overlay Zone ("I/EOZ"), including the addition of permitted and conditionally permitted uses within the Industrial I-5/CR 102 Entryway Overlay Zone; and

WHEREAS, the addition of auto sales, new and used, including RV, trailer and motorcycles as an allowed use in the I/EOZ is consistent with the goals and policies of the General Plan regarding industrial development and is consistent with the purpose of the I/EOZ, is a use of the same general character as that of the uses permitted in the zone, and provides clarification as to the allowed uses within the zone; and

WHEREAS, the City of Woodland Planning Commission held a duly-noticed public hearing on February 6, 2014, during which it adopted Resolution No. PC14-01, recommending City Council approval of the proposed Ordinance to amend Tables 3 and 3A of Section 25-18-10 of the Woodland Municipal Code, to add to the list of permitted uses in the I/EOZ zone auto sales (new and used, including RV, trailers, and motorcycles); and

WHEREAS, the Woodland City Council at a regular meeting on March 4, 2014, held a duly noticed public hearing to review and consider this Ordinance amending Tables 3 and 3A of Section 25-18-10 of the City of Woodland Municipal Code; and

WHEREAS, pursuant to CEQA, the City previously prepared an Environmental Impact Report for the General Plan, a Mitigated Negative Declaration for an update to the General Plan, and a Mitigated Negative Declaration for a similar amendment to the Zoning Code, satisfying the requirements of CEQA Regulation 15183; and

WHEREAS, pursuant to CEQA Regulation 15061(b)(3), it can be seen with certainty that the proposed amendment to the Woodland Municipal Code/Zoning Ordinance will not have a significant effect on the environment and is therefore not subject to CEQA, and no further environmental review is necessary; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Woodland City Council has reviewed all written evidence and oral testimony presented to date on this matter.

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

Section 1. Tables 3 and 3A of Section 25-18-10 of the Municipal Code of the City of Woodland is hereby amended to read, in full, as provided in Exhibit A, attached hereto and incorporated herein.

Section 2. Authority. The City of Woodland has authority to adopt this Ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

Section 3. This Ordinance shall become effective thirty (30) days from and after its passage. Within fifteen (15) days after the passage of the Ordinance, the City Clerk shall cause this Ordinance to be published in a newspaper of general circulation

PASSED AND ADOPTED by the City Council this ____ day of May, 2014, by the following vote:

AYES: None
NOES: None
ABSENT: None
ABSTAIN: None

Marlin H. Davies, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

EXHIBIT A

Table 3

Industrial Land Uses

Uses	I	EOZ
A. ANIMAL AND FOOD PROCESSING		
1. Animal slaughter	a	
2. Bakery goods	x	
3. Beverage bottling	x	
4. Breweries	a	a
5. Candy	x	x
6. Canneries	a	
7. Dairy products, creameries	x	x
8. Food processing	x	
9. Flour mills	a	
10. Fruit and vegetable packing	c	c
11. Meat products	x	
12. Nut processing	c	c
13. Olive processing	x	x
14. Sugar refineries	a	
15. Tannery, hide curing	a	
16. Wineries, distilleries	a	a
B. ASSEMBLY, FABRICATION AND MANUFACTURING		
1. Agricultural equipment and machinery	c	a
2. Aircraft, auto, boat, bus, mobile home, motorcycle, RV, tractor, trailer, and truck	c	
3. Brick and concrete plants	a	
4. Concrete and asphalt batch plants	a	
5. Electrical appliances, instruments, parts, and products	x	x
6. Electrical equipment, instruments, parts and products	x	x
7. Forges and foundries	a	
8. Ice manufacture and storage	x	
9. Manufacturing, assembly, compounding or treatment of articles or treatment of articles or merchandise from the following previously prepared materials:		
Canvas	x	x
Chemicals	a	
Clay	x	x
Cloth	x	x

Cork	x	x
Feathers	x	
Felt	x	x
Fiber	c	
Fiberglass and resins	a	
Fur	x	
Glass	x	x
Hair	x	
Leather	x	
Paper	c	
Pharmaceuticals	a	x
Precious or semi-precious stones or metals	x	x
Plaster	x	
Plastic	a	
Rubber	a	
Textiles	x	x
Wood	c	
Yarn	x	x
10. Metal fabrication	a	x
11. Millwork, planing mills, saw mills, wood products	a	
12. Photographic equipment and materials, film processing	x	x
13. Printing, lithography and book binding	x	x
14. Sign manufacture	x	x
C. AUTO, BOAT, RV, BUS, TRUCK AND TRUCK TRAILER SERVICE		
1. Agricultural equipment and machinery sales and service	c	c
2. Auto electric and ignition	x	x
3. Batteries	a	a
4. Brakes	x	x
5. Glass	x	x
6. Mufflers	x	x
7. Painting	c	c
8. Parts	b	b
9. Radiators	x	x
10. Repair and overhaul	c	c
11. Service stations	x	x
12. Tire recapping and retreading	x	x
13. Tire Sales	x	x
14. Truck and truck trailer sales and service	x	x

15. Auto sales, new and used, including RV, trailer and motorcycles (Used auto sales shall be associated with new auto dealerships)		x
16. Transmissions	x	x
17. Upholstery	x	x
D. INDUSTRIAL YARD USES		
1. Agricultural equipment and machinery sales and service	f	a
2. Building materials and lumber sales yards	a	
3. Contractors storage yards	a	
4. Feed yards	c	
5. Fuel yards, coal and wood	x	
6. Grading stations	c	
7. Heavy equipment storage, service and repair yards	a	
8. Heliports	a	
9. Junk, scrap, used materials and auto wrecking yards	f	
10. Parking facilities, including truck and trailer parking, park and ride lots	x	
11. Pipe storage	x	
12. Plant nurseries, wholesale	x	x
13. Public scales	x	
14. Recycling facilities	a	
15. RV, boat, auto, truck and trailer storage	x	
16. Truck terminals	c	
E. REPAIR, SERVICE AND INCIDENTAL SALES		
1. Communication and public utility distribution and service facilities	c	c
2. Delivery service	x	x
3. Equipment rental	x	x
4. Janitorial service	x	x
5. Laundry and dry cleaning plants	x	
6. Pest control service	a	a
7. Shop uses:		
Blacksmith	a	a
Cabinet, carpenter, woodworking	c	c
Contractors	x	x
Electrical	x	x
Electric motor rebuilding	x	x
Heating and air conditioning	x	x
Hydraulic, well drilling equipment	x	
Machine	x	x
Pipe	x	x

Plumbing	x	x
Pool service	x	x
Pumps, irrigation and sprinkler systems	x	
Sheet metal	c	
Upholstery	x	x
Welding	c	c
8. Taxicab service and storage	x	
9. Trade schools	c	c
10. Tree service	x	x
F. STORAGE AND WAREHOUSE USES		
1. Agricultural chemical and fertilizer sales and storage	a	
2. Bottled gas distribution and storage	c	
3. Cold storage plants, frozen food lockers	x	x
4. Grain elevators, bean, feed, grain and seed processing and storage	a	
5. Mini-storage facilities	x	
6. Petroleum distribution and storage	a	
7. Warehousing, including furniture and household goods	x	x
8. Wholesaling and distributing, excluding explosive, flammable and toxic materials	x	
9. Wholesaling, distribution, storage and testing of explosive, flammable and toxic materials	a	
G. MISCELLANEOUS USES		
1. Accessory buildings and uses customarily appurtenant to a permitted use	x	
2. Agriculture, general	x	
3. Auctions: 2/21/85 Interpretation by planning commission	a	
4. Cafes and coffee shops, serving the industrial area	x	x
5. Micro-chip assembly	a	x
6. Mini marts serving the industrial area	a	x
7. Mixed use developments	a	x
8. Offices	e	c
9. Passenger terminals	c	c
10. Churches		
11. Public and quasi public buildings and uses appropriate to the area	c	a
12. Research and development facilities	a	a
13. Residence for a caretaker or watchman	b	
14. Temporary outdoor uses	d	
15. Testing laboratories, excluding explosive, flammable and toxic materials	x	a
16. Wells, gas and oil.	a	a

Table 3A

Industrial Uses Within the I-5/CR 102

Entryway Overlay Zone

1. Professional offices for the following:
a. Accountants, bookkeepers, auditors
b. Engineering
c. Planners
d. Architects and building designers
e. Landscape architects
f. Contractors - all categories - offices only
g. Consultants such as:
1. Business consultants
2. Agricultural consultants
3. Building construction consultants
4. Building maintenance consultants
5. Chemical recycling consultants
6. Computer system consultants
7. Freight traffic consultants
8. Geophysical companies and consultants
9. Elevator consultants
10. Legal consultants
h. Industrial designers for tool designers
i. Geologists
j. Arbitrators
k. Auctioneer offices, but excluding auctioneer rooms
l. Clothing and fashion design studios
m. Real estate appraisers
2. Business offices and personal service functions consisting of the following:
a. Advertising agencies - billboard advertising
b. Communications:
1. Beeper and paging services
2. Broadcasting stations (radio and TV)
3. Computing services
4. Computerized billing service companies
5. Calculating and statistical services
6. Confidential records and destruction companies

7.Inventory service firms
8.Security patrols
9.Electronic data processing, tabulating and record keeping services
10.Digital instrumentation systems, equipment and supply companies
11.Office planning services
12.Credit reporting and collection agencies
13.Pension and profit sharing plan management companies
14.Pest control companies
c. Brokerage and investment firms such as:
1.Real estate brokers including development and management, but excluding those that deal exclusively in residential sales
2.Data processing time brokers
3.Food, frozen food, fruit and vegetable brokers
4.Foreign exchange brokers
5.Custom house brokers
6.Grain and meat brokers
7.Oil and land lease brokers
8.Lumber companies and brokers exclusive of project storage yard
9.Exporters and importers (no retail sales)
10.Manufacturers sales representatives
11.Gasoline and oil marketers and distributors
12.Logging and wood chipping companies exclusive of product storage yards
d. Publications, graphics and reproduction such as:
1.Publishers
2.Printing, engraving and stationery sales and services
3.Business, periodical and architectural illustrators
4.Display builders and designers
5.Graphic designers
6.Drafting, blueprinting and photocopying services
7.Duplication and mimeographing services
8.Photographers and artists catering to industrial clients
9.Record and microfilming service
e. Medical related, such as:
1.Medical, dental, biological and x-ray laboratories which do not serve the public.
2.Veterinary clinics (excluding outside kennel)
3.Small animal grooming
f. Research and development, such as:
1.Agricultural laboratories, including testing and analysis

2.Small animal laboratories, testing and research
3.Economic research and development
4.Electronics research and development
5.Energy conservation research and development
6.Oil and gas exploration and development excluding drilling for oil and gas
7.Patent development and marketing
8.Marketing analysis, research and consultation
g. Transportation, such as:
1. <i>Auto sales, new and used, including RV, trailer and motorcycles (Used auto sales shall be associated with new auto dealerships)</i>
2. Freight forwarding and freight consolidating companies
3. Freight inspection services
4. Package delivery
h. Government offices which do not provide direct public services except for those governmental agencies related to agricultural activities
i. Surveyors, such as:
1.Land surveyors
2.Marine surveyors
j. Personal services
1.Management and business organizations
2.Trade and labor organizations
3.Hotel and motel reservation center - phone service only
4.Ambulance service
5.Deli/retail for employees in area
6.Equipment rental - small, to be stored inside
7.Minor farm supply
8.Commercial recreational facilities (swimming, tennis, racquetball clubs, gymnastics, dancing, etc.)
k. Technical and vocational schools for industrially related trades:
1.Industrial apprentice training schools
2.Computer schools
3.Drafting
l. Corporate and regional headquarters occupying related trades:
3.The following and similar uses from which noise, smoke, dust, odors, and other such offensive features are confined to the premises of each use and all such uses are completely confined within enclosed buildings excluding the storage or manufacturing of hazardous or flammable materials or liquids.
a. Bookbinding, printing and lithography
b. Cartography
c. Communication equipment buildings

d. Data processing and computer operation
e. Editorial and design operations
f. Electrical products and appliance manufacturing
g. Janitorial services
h. Material testing laboratory
i. Photographic and film processing operations
j. Research institutes and laboratories
k. Other uses which the planning commission finds to be consistent with the intent of the Industrial PD within the 1-5 CR 102 Entryway which are of the same general character as the uses set forth above, and not objectionable by reason of adverse external effects, such as odor, smoke, noise, glare, fumes, radiation or vibration, subject to first obtaining a use permit.

Legislation Text

File #: 14-178, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Conway Preservation Group - Notice of Intent to Monetize Payments from
Received under Water Purchase Agreement

Recommendation for Action: Staff recommends that the City Council concur with the recommendation to Not Exercise the City's Pre-payment option under the CPG Water Purchase Agreement Promissory Note.

Staff Contact

Paul Navazio, City Manager (530) 661-5800
paul.navazio@cityofwoodland.org

Fiscal Impact

There is no direct fiscal impact of the recommendation contained in the report.

Under the existing Amended Water Purchase Agreement executed between the Woodland-Davis Clean Water Agency and Conway Preservation Group (CPG), the cities of Woodland and Davis are purchasing rights to 10,000 acre-feet of summer water for a specified sum to be paid over 24 annual payments. The City of Woodland's share of the payments totals \$42,633,197.97, with initial payment in the amount of \$1,401,400 due on 1/1/2016. Subsequent payments, escalating at 2% per year will be due on January 1 through 1/1/2039. The recommendation included in this report would result in no change to the payment terms currently in place.

Background

As part of the Davis-Woodland Surface Water Project, the Woodland-Davis Clean Water Agency (JPA) acquired permanent rights to 10,000 acre-feet of summer water via a Water Purchase Agreement with Conway Preservation Group. Payments for the purchase of this water right, secured by the cities of Woodland and Davis, will commence January 1, 2016, in the aggregate amount of \$2.6 million, and escalate at the rate of 2% per year for 24 years (through 1/1/2039).

The Water Purchase Agreement includes a provision, under Section 309(a) wherein CPG is required to notify the WDCWA and the two cities should it intend to monetize the payments to be received from the Water Purchase Agreement (and secured by promissory notes with the two cities). In the event that the WDCWA and the cities receive such notice, the cities have 30 days to notify CPG of their intent to invoke a pre-payment provision within the agreement(s) which would allow the cities, under specified terms, to prepay this obligation through issuance of bonds, notes or other debt instruments.

Discussion

On April 28, 2014, the WDCWA as well as the cities of Woodland and Davis received formal notice from CPG of its intent to monetize the payments to be received pursuant to the above-referenced Water Purchase Agreement. This notice triggers the 30-day timeframe for the City to provide written notice to CPG, should it intend to prepay its obligation.

Staff has consulted with the City's Fiscal Advisor and several potential lenders to explore whether a financing structure could be designed that would allow for the prepayment of the City's obligation under the Water Purchase Agreement at an overall savings to the City and its water customers. The analysis suggests that while, under certain interest rate scenarios, prepayment may yield a modest benefit to the City, there are countervailing considerations and risks associated with such a transaction in the current interest rate environment.

Staff and our Fiscal Advisor concur that the potential benefit of prepayment, under terms currently available, do not outweigh the risks and other factors affecting the overall financing plan for the city's water utility. As such, staff recommends that the City not exercise its prepayment option at this time, and that CPG be notified accordingly.

In addition, it is unclear whether or not CPG will ultimately proceed to execute any agreement to monetize the payments it is entitled to under the Water Purchase Agreement with the WDCWA. The City wishes to stipulate that its decision to not invoke its prepayment option, as provided for in the Promissory Note to the Water Purchase Agreement, at this time is made with the understanding that the notice provided by CPG to the WDCWA and the cities represents CPG's intent to execute said monetization. Should CPG not ultimately execute the monetization transaction contemplated by the notice received, the City would like to reserve its right to again consider possible prepayment at such time that CPG is prepared to proceed with monetization.

Conclusion

Staff recommends that the City Council concur with the recommendation to Not Exercise the City's Prepayment option under the CPG Water Purchase Agreement Promissory Note.



Paul Navazio, City Manager

Attachment: 1) Correspondence from Conway Preservation Group, received April 28, 2014
2) Prepayment Provision - Excerpt from City of Woodland Promissory Note / Water Purchase Agreement
3) Schedule of Installment Payments (City of Woodland)

APR 28 2014

**NOTICE OF INTENT TO MONETIZE
PAYMENTS TO BE RECEIVED UNDER WATER AGREEMENT
AND
PROMISSORY NOTE FOR WOODLAND SHARE**

City Manager's Office

April 17, 2014

SENT BY U.S. MAIL AND PERSONAL DELIVERY

Woodland-Davis Clean Water Agency
23 Russell Boulevard
Woodland, CA 95616
Attention: General Manager

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

RE: Intent to Monetize Payments to be received pursuant to:

- (a) that certain Water Agreement dated December 21, 2010 by and between Conaway Preservations Group, LLC ("CPG") and Woodland Davis Clean Water Agency ("Agency"), as amended by the First Amendment thereto dated as of February 7, 2012, and the Addendum and Clarification thereto dated as of February 6, 2014 (collectively, the "Water Agreement");
- (b) that certain Installment Purchase Agreement dated December 21, 2010 and the First Amendment thereto dated as of February 7, 2012, the Second Amendment thereto dated as of February 20, 2014 (as amended, the "Woodland Agreement"), which is on file in the Agency office; and
- (c) that certain Promissory Note (Conaway Ranch Water Purchase – City of Woodland) for the benefit of CPG, as Holder dated February 20, 2014 ("Promissory Note for Woodland Share")

Dear General Manager and City Manager:

This letter constitutes the written notice to Agency and the City of Woodland ("Woodland") pursuant to Section 309(a) of the Water Agreement that CPG intends to Monetize the payments to be received pursuant to the Water Agreement and the Promissory Note for Woodland Share.

As further provided in Section 309(a) of the Water Agreement, Woodland has until the thirtieth (30th) day following its receipt of this notice to provide CPG with written notice of its interest in prepaying the Promissory Note for Woodland Share. If

General Manager, Woodland Woodland Clean Water Agency
City Manager, City of Woodland
April 17, 2014
Page 2

Woodland does not deliver such written notice within such time period, CPG shall be free to proceed to effect a Monetization on such terms as CPG may determine.

Very truly yours,



Kyriakos Tsakopoulos
on behalf of Conaway Preservation
Group, LLC

cc: Richard Shanahan, Esq, Bartkiewicz, Kronick & Shanahan
Andrew Morris, Esq, Best Best & Krieger LLP
Jeffry R. Jones, Esq, Boutin Jones, Inc.

PROMISSORY NOTE
(Conaway Ranch Water Purchase – City of Woodland)

2. Prepayment. Holder shall provide notice to Maker of its intent to monetize payments to be received hereunder. In the event that Maker has an interest in issuing bonds, notes, certificates of participation or other obligations in order to prepay and defease payments payable hereunder, then Maker shall provide notice to Holder within 30-days of its receipt of notice from Holder and shall negotiate the terms and timing of such prepayment to Holder within 90-days of Holder's original notice. Holder shall have the right to either accept or reject the terms of maker's prepayment proposal in holder's sole and absolute discretion. If Holder and Maker do not agree to terms of prepayment, or Maker shall fail to provide notice of its interest to prepay within the 30-days of receipt of its notice from Holder, then Holder shall be free to proceed to monetize the payments from due hereunder as it sees fit without need of further review or approval by maker.

EXHIBIT "A"

Schedule of Installment Payments

<u>Period</u> <u>Ending</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Installment</u> <u>Payments</u>
07/01/2015				
01/01/2016	\$749,427.02	6.000%	\$651,972.98	\$1,401,400.00
01/01/2017	170,447.66	6.000%	1,258,980.34	1,429,428.00
01/01/2018	209,263.08	6.000%	1,248,753.48	1,458,016.56
01/01/2019	250,979.19	6.000%	1,236,197.70	1,487,176.89
01/01/2020	295,781.48	6.000%	1,221,138.95	1,516,920.43
01/01/2021	343,866.78	6.000%	1,203,392.06	1,547,258.84
01/01/2022	395,443.96	6.000%	1,182,760.05	1,578,204.01
01/01/2023	450,734.69	6.000%	1,159,033.41	1,609,768.10
01/01/2024	509,974.13	6.000%	1,131,989.33	1,641,963.46
01/01/2025	573,411.85	6.000%	1,101,390.88	1,674,802.73
01/01/2026	641,312.61	6.000%	1,066,986.17	1,708,298.78
01/01/2027	713,957.34	6.000%	1,028,507.41	1,742,464.75
01/01/2028	791,644.08	6.000%	985,669.97	1,777,314.05
01/01/2029	874,689.00	6.000%	938,171.33	1,812,860.33
01/01/2030	963,427.54	6.000%	885,689.99	1,849,117.53
01/01/2031	1,058,215.54	6.000%	827,884.34	1,886,099.88
01/01/2032	1,159,430.47	6.000%	764,391.41	1,923,821.88
01/01/2033	1,267,472.75	6.000%	694,825.57	1,962,298.32
01/01/2034	1,382,767.07	6.000%	618,777.21	2,001,544.28
01/01/2035	1,505,763.98	6.000%	535,811.19	2,041,575.17
01/01/2036	1,636,941.32	6.000%	445,465.35	2,082,406.67
01/01/2037	1,776,805.93	6.000%	347,248.87	2,124,054.80
01/01/2038	1,925,895.39	6.000%	240,640.51	2,166,535.90
01/01/2039	<u>2,084,779.82</u>	6.000%	<u>125,086.79</u>	<u>2,209,866.61</u>
	\$21,732,432.68		\$20,900,765.29	\$42,633,197.97

Legislation Text

File #: 14-170, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Hiddleson Pool Feasibility Study

Recommendation for Action : Staff recommends that the City Council authorize the City Manager to execute an agreement with Aquatics Design Group, in an amount not-to-exceed \$10,000, to evaluate scope of improvements needed in order to re-open Hiddleson Pool.

Staff Contact

Christine Engel, Community Services Director - (530) 661-2008,
christine.engel@cityofwoodland.org

Fiscal Impact

A feasibility study to determine the necessary capital improvements, including any possible ADA-mandated improvements, along with operational considerations, would cost between \$8,000 and \$10,000. Funds within current FY13/14 capital budget contingencies would be used to fund the Hiddleson Pool assessment. While the proposed contract amount is well-within City Manager's contract authority, Council concurrence with this action is requested.

Background

In 2004, the City Council authorized the closure of Hiddleson Pool as part of the proposed 2004/2005 budget. This was one of many budget reductions approved affecting Parks & Recreation facilities and programming. Closure of the pool was anticipated to save approximately \$250,000 annually. A major consideration for recommending closure of Hiddleson Pool was the physical condition of the facility including the pool structure, equipment locker rooms and bathrooms, which was identified as needing significant rehabilitation and for which no funding source was available. The pool closed on September 12, 2004 after the summer recreation season.

Discussion

In May 2013, the City was approached by local residents to discuss the possible reopening of Hiddleson Pool. The individuals planned to raise funds to make the necessary improvements to reopen the pool. Since May 2013, they have worked on forming a non-profit organization "Hiddleson Pool Committee" to raise funds to open the pool and also have worked extensively with the YMCA of Superior California to develop an operational plan for the YMCA to operate the pool (with a lease from the City).

The City has met several times with the fundraising group and the YMCA to discuss their preliminary proposal and the operational plans. The Committee and YMCA have received various quotes for the capital improvements that are necessary to reopen the pool totaling about \$500,000. These estimates do not include any ADA improvements that may be required, and also assumes that the pool would be initially re-opened without a working heater (thereby limiting its use).

As the City shares in the vision to reopen Hiddleson Pool, we remain committed to working with the Hiddleson Pool Committee and the YMCA on this exciting and cost-effective private-public partnership. To this end, the City believes the planning, negotiated agreements and financing plan to support re-opening of Hiddleson Pool will greatly benefit from a comprehensive and robust assessment of the condition of the current facility, and detailed scope and cost projections for recommended improvements. The proposed assessment would also inform priorities for any phased improvements should the desired vision for the pool exceed funding that may be initially available. Aquatics Design Group has extensive experience preparing feasibility studies that identify the necessary improvements to reopen and operate a public pool complex. The approximate cost of the study is \$8,000 - \$10,000.

The City's role in funding initial and on-going capital improvements is still being discussed. However, because of the importance of reopening the pool and partnering with the Committee and the YMCA, the City Council approved an advisory measure as part of the Measure J sales tax extension ballot measure being considered by voters in June 2014. Advisory Measure K includes language in support of providing funds to support the re-opening of Hiddleson Pool.

Conclusion

Staff recommends that the City Council authorize the City Manager to execute an agreement with Aquatics Design Group to determine the feasibility of reopening Hiddleson Pool.

Prepared by: Christine Engel, Community Services Director



Paul Navazio, City Manager

Legislation Text

File #: 14-174, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Update on Draft Climate Action Plan and AB 32 Greenhouse Gas Reduction Target

Recommendation for Action: Staff recommends that the City Council receive the draft Preliminary 2020 Climate Action Plan (CAP), provide review input to staff following this meeting, and direct staff to return with a final CAP for adoption at a future City Council meeting.

Staff Contact

Roberta Childers, Environmental Resource Analyst
661-2060, roberta.childers@cityofwoodland.org

Council Goal

Adoption of the CAP is consistent with the City's goals for environmental sustainability.

Fiscal Impact

Adoption of the CAP will have no fiscal impact. However, the City will likely apply funds to elements of CAP implementation over several fiscal years based on implementation priorities and rebates, incentives, and grants being offered by others.

Report in Brief

A climate action plan provides a community program for reducing greenhouse gas (GHG) emissions from municipal operations and community sources by a targeted amount. The City developed the attached draft CAP through a process that began with technical analysis performed by a University of California, Davis (UCD) team and progressed through community-based workshops, meetings, and work group sessions. The resulting document organizes community and staff input into a set of overarching objectives to be reached by 2020, major strategies for achieving the objectives, and implementation actions, all of which tie back to the quantified target for GHG emission reductions identified by the UCD team. The CAP reduction target is 15% of Woodland's 2005 GHG emissions level, which is consistent with state guidance and supports the state goal of addressing rapid climate change by reducing statewide GHG emissions to 1990 levels by 2020.

In addition to addressing Woodland's contributions to GHG emissions, the CAP is intended both to facilitate the streamlining of California Environmental Quality Act (CEQA) compliance for future development projects

and to satisfy the requirements of many state and federal grant programs for applicants to have adopted a climate action or energy-efficiency plan. Staff is seeking City Council review comments for incorporation into a final CAP and is also working with a design consultant to produce a final document in a format that will be easily accessible and understandable for the general public.

Background

GHGs are those gases that trap heat in the atmosphere, a phenomenon known as the “greenhouse effect.” The natural occurrence of these gases produces a natural greenhouse effect. Scientific evidence from many studies indicates that human activities are increasingly producing atmospheric concentrations of GHGs that are much higher than the naturally occurring GHGs in the atmosphere, causing rapid atmospheric warming. The result is the phenomenon commonly referred to as climate change, which is characterized by increasing average global temperatures, changing frequencies and intensities of droughts and floods, and rising sea levels. By the end of the 21st century, without concerted efforts to reverse current trends, global temperatures are expected to increase by 3.2 to 7.2 degrees Fahrenheit, causing sea levels to rise 7 to 23 inches.

In 2006, the State of California enacted Assembly Bill (AB) 32, the Global Warming Solutions Act, as a major step in addressing the state’s contributions to climate change. AB 32 established a statewide target for reducing GHG emissions to 1990 levels by 2020. In addition, Executive Order S-3-05 established a statewide GHG emissions reduction target of 80% below 1990 levels by 2050. State guidance for implementation of AB 32 indicates that local governments should contribute to the state effort by reducing GHG emissions by 15% by 2020 and taking longer-term actions to meet the 2050 target.

Senate Bill (SB) 97, enacted in 2007, requires the analysis and mitigation of climate change effects of proposed projects as part of California Environmental Quality Act (CEQA) compliance. Amendments to the State CEQA Guidelines allow that CEQA lead agencies may significantly streamline the GHG analysis on a project level by using a programmatic GHG emissions reduction plan. With the appropriate elements included, a CAP can serve as such a programmatic document to streamline this analysis.

In addition, an increasing number of state and federal grant opportunities require that applicants have adopted climate action or energy-efficiency plans in place. A CAP with energy-efficiency elements would satisfy these requirements.

In 2012, the Pacific Gas and Electric Company (PG&E) Green Communities Program offered to fund preparation of a CAP for Woodland that would identify our 2020 GHG emissions reduction target and a program of measures to meet the target. Working through the local government-PG&E partnership Yolo Energy Watch, PG&E engaged UCD Professor Deb Niemeier, a renowned authority on climate change and related planning processes, to lead the technical analyses for the CAP with the UCD Sustainable Design Academy. Staff worked with the UCD team on this effort through 2012, with the goal of producing a document that would guide the community in achieving a GHG emissions reduction of 15% below 2005 levels and provide a consistent approach to analysis and mitigation related to GHGs in CEQA compliance for future projects.

The UCD team effort resulted in the *City of Woodland Climate Action Plan Technical Report* (posted at <http://www.cityofwoodland.org/documents/WoodlandCAPFinalReportv7.pdf>). This report includes detailed GHG emissions calculations for Woodland and descriptions of the underlying assumptions for those calculations, a comprehensive menu of potential GHG reduction measures, and extensive supporting

documentation to assist in the selection of measures tailored to Woodland's circumstances and conditions.

Using the UCD team's tools, City staff worked through a community-based process during 2012 and 2013 to arrive at a set of measures that would provide the most feasible way of meeting the City's 2020 GHG emissions reduction target. The process included working with a stakeholders group, which included representatives of numerous community organizations and institutions; holding public workshops to gather community suggestions for GHG-reduction measures; soliciting and receiving input through the City's website and social media; and using focused working group sessions with stakeholder group members to prioritize, organize, and refine the input received. Several community members who regularly participate in the City Council Sustainability Committee were part of the stakeholders group, and CAP development has been discussed at a number of meetings of the City Council Sustainability Committee over the last two years.

Discussion

The attached draft CAP is the outcome of the efforts described above. The CAP strategies are organized in this document into six focus areas: Energy, Transportation and Land Use, Urban Forest and Open Space, Water and Waste, Public Involvement, and Municipal Operations.

The CAP strategies have been formulated to produce a GHG emissions level by 2020 that is 15% below Woodland's 2005 level. Achieving this reduction will require actions to eliminate 60,000 metric tons of equivalent carbon dioxide (MTCO₂e) from the total of 523,000 MTCO₂e projected for 2020 under a business-as-usual scenario (i.e., a projection that is based on the assumption that 2005 practices and trends will continue).

The draft CAP includes the following sections:

- An introduction and overview
- A guide to the focus area sections that explains their organization and symbols used
- Six focus area sections
- A menu of additional actions that may need to be initiated if a mid-point assessment of progress toward the CAP target determines that sufficient progress isn't being made.
- An appendix listing all the suggestions received from community members during CAP development

For each focus area, we have identified two or three major objectives and one to five strategies corresponding to each objective. For each strategy, a set of specific implementation actions is listed. Each list was limited to no more than 10 actions in order to maintain a focus on priorities. For this reason, some community and staff suggestions that were considered to be too speculative, unattainable, or minor in relation to others were not included. We tried to provide unambiguous guidance to the extent possible without limiting implementation options by being overly precise. For example, although some residents provided suggestions about preferred locations of future bicycle lanes, we instead included more general implementation actions regarding the expansion of a bike lane system in order to allow for flexibility and adaptation in the eventual selection of locations. However, the resident suggestions are all documented in the CAP appendix.

Meeting the 2020 GHG reduction target requires a heavy reliance on increased energy efficiency and renewable energy production as the most practical means of achieving short-term reductions, followed by reductions in vehicle emissions. The document also emphasizes increased tree canopy as a very desirable middle- to long-term strategy. Although land use planning strategies can also greatly influence local transportation patterns and volumes, the results of these strategies generally take many years to be realized and land use measures therefore

were not considered to have a significant role in meeting the 2020 GHG reduction target. However, both land use and urban forest measures are very important to supporting the success of measures in other focus areas, particularly transportation-related GHG reductions, and can provide critical longer-term GHG emissions reduction benefits.

Water and waste strategies will have less of an effect on GHG reductions but are nevertheless important to a comprehensive program and were a focus of many community suggestions in the CAP development process. Although no quantified emission reductions are assigned to the public involvement focus area, engagement of the public is critical to the success of CAP implementation, and strategies and actions are provided to guide this plan element as well. We have attempted to emphasize, for example, that community-initiated education and outreach efforts will be critical to successful CAP implementation. The actions listed in the Public Involvement section include the establishment of self-motivated citizens groups that will lead some of these efforts in coordination with the City.

The attached table “Overall Reduction Targets” is included to provide a quick summary reference to the CAP objectives and show their contributions to the overall GHG emissions reduction target using both percentages and graphical representations (oak leaves) that will be used in the final CAP.

A major goal in CAP development has been to strike a balance between providing the detail needed to provide clear implementation direction and maintaining a document that is understandable and user-friendly enough to be accessible to the general public. To this end, we have tried to use non-technical language, provide an easy-to follow document organization, and focus on a manageable number of components in each section.

The final CAP, incorporating revisions resulting City Council review and comments, will be presented in a visually appealing format. Staff is working with a document designer on format elements. The second attachment to this report is an example of some of those design elements applied to a draft version of the CAP executive summary.

Elements of the CAP may need to be revised as its objectives and strategies become integrated and aligned with goals and policies being developed in the General Plan Update process. It is in recognition of this possibility that we are referring to this document as the *Preliminary* 2020 Climate Action Plan. However, staff would like to begin public outreach as soon as possible rather than waiting for completion of the General Plan Update, and we believe that the CAP content is sufficiently settled to warrant public release of the document once any final revisions are incorporated based on City Council review.

In addition, it is important to point out that the UCD technical analysis that forms the foundation of the CAP used population and growth projections that were based on projections in the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan/Sustainable Communities Strategy report, the federally mandated long-term transportation plan for the region. These projections were used to ensure consistency with regional estimates, particularly of transportation emissions, and for consistency with the presumed approach to be used in other community planning documents such as the General Plan Update. Any significant change in the growth assumptions for 2020 in the General Plan Update would require a significant reworking of the CAP.

Commission/Committee Recommendation

Participants in the City Council Sustainability Committee have provided input into CAP development through

the stakeholder group meetings and work group sessions, as well in many committee meetings. The committee supports CAP adoption and implementation.

Conclusion

Staff recommends that the City Council receive the draft Preliminary 2020 Climate Action Plan, provide review input to staff following this meeting, and direct staff to return with a final version for adoption at a future City Council meeting.

Prepared by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachments:

Overall Reduction Targets summary table
Draft City of Woodland Preliminary 2020 Climate Action Plan
Draft Climate Action Plan executive summary (format example)

OVERALL REDUCTION TARGETS
City of Woodland Preliminary 2020 CAP
5-20-14 Draft

Focus Areas Objectives	Reduction Target (% of Total Target)	Relative Contribution
Energy	62%	
Energy Efficiency	27%	
Renewable Energy	35%	
Transportation and Land Use	30%	
Land Use Policies		
Reduce VMT and Idling	5%	
Alternate Fuel Vehicles	25%	
Urban Forest and Open Space	4%	
Increase Tree Canopy	4%	
Open Space Planning		
Water and Waste	<0.5%	
Reduce Water Demand	<0.5%	
Landfill Waste Diversion		
Public Involvement		
Community Engagement		
Measure and Adjust		
Municipal Operations	3.5%	
Incorporate Sustainable Practices		
Energy Efficiency & Renewables	3%	
Reduce Vehicle Emissions	0.5%	

Draft

**City of Woodland
Preliminary 2020 Climate Action Plan**

May 2014

Adopted by the Woodland City Council

XXXXXXXX, 2014

Message from the City Council

This City of Woodland 2020 Climate Action Plan presents a program of strategies and actions developed through a community-based effort to guide the City, its residents, and local businesses in addressing Woodland's contributions to climate change. Adoption of this plan demonstrates the City of Woodland's commitment to continuing to build an environmentally and economically sustainable, vibrant, healthy community by promoting energy efficiency; intelligent land use and transportation planning; respect and care for our urban forest and open spaces; and wise stewardship of water, land, and air resources. We are grateful to the community members whose active participation in development of the plan established a momentum that we are confident will be sustained through collective and individual actions to achieve its goals.

Acknowledgements

The Pacific Gas and Electric Company (PG&E) Green Communities Program provided the funding for preparation of Woodland's 2020 Climate Action Plan through Yolo Energy Watch, the PG&E-local government partnership with Yolo County jurisdictions.

The foundation for this 2020 Climate Action Plan is the November 2012 *City of Woodland Climate Action Plan Technical Report*, which was prepared by the Sustainable Design Academy of the University of California, Davis (UCD) under the direction of Dr. Deb Niemeier. The strategies presented in this document were developed through community workshops, working group sessions of the community-based CAP Stakeholders Group, staff discussions, and meetings of the Woodland City Council Sustainability Committee. The City thanks the many community members who provided valuable suggestions through these efforts.

The CAP Stakeholders group included representatives of the Woodland Historical Preservation Commission, Woodland Planning Commission, the Water Utility Advisory Committee, Yolo County Health Council, the Offices of Yolo County Supervisors Rexroad and Chamberlain, Woodland Joint Unified School District, Woodland Community College, the League of Women Voters, Woodland Tree Foundation, Tuleyome, Woodland Chamber of Commerce, North Valley Hispanic Chamber of Commerce, the Historic Woodland Downtown Business Association, Yolo County Board of Realtors, PG&E, Yolo Energy Watch, and Pacific Coast Producers.

Special thanks are due to John Mott-Smith, Yolo County Climate Change Advisor and Yolo Energy Watch Program Manager, without whose support, advocacy, and encouragement this project would not have been completed, and to Dr. Deb Niemeier, whose expertise in climate change science provided the technical basis for this effort.

Document design was provided by Gold Leaf Creative Solutions.

City of Woodland
2020 Climate Action Plan

May 2014

Adopted by the Woodland City Council

XXXXXXXXX, 2014

Contacts:

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Environmental Services Division
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Acronyms and Abbreviations

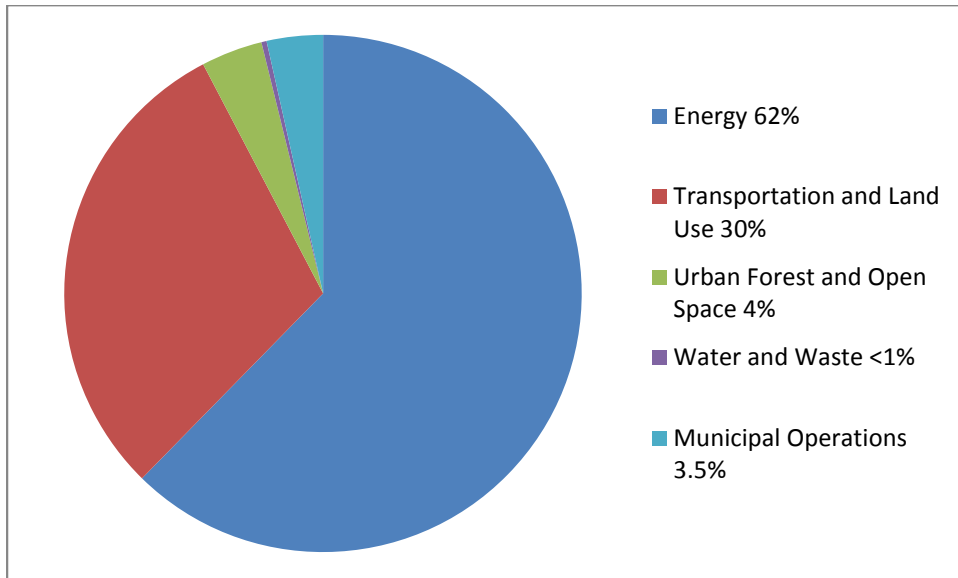
AB	Assembly Bill
BAU	Business-as-Usual
CAP	Climate Action Plan
<i>CAP Technical Report</i>	<i>City of Woodland Climate Action Plan Technical Report</i>
CCA	Community Choice Aggregation
CEQA	California Environmental Quality Act
CFL	compact fluorescent lamp
CH ₄	methane
CNG	compressed natural gas
CO ₂	carbon dioxide
CO ₂ e	equivalent carbon dioxide
EEM	Energy Efficient Mortgage
EV	electric vehicle
GHG	greenhouse gas
HFC	hydrofluorocarbon
HVAC	heating, ventilation, and air conditioning
LED	light-emitting diode
LOS	level of service
MTCO ₂ e	metric ton of equivalent carbon dioxide
N/A	not applicable
N ₂ O	nitrous oxide
PACE	property-assessed clean energy

PFC	perfluorocarbons
PG&E	Pacific Gas and Electric Company
PV	photovoltaic
RPS	California Renewables Portfolio Standard
SACOG	Sacramento Area Council of Governments
SB	Senate Bill
SF	sulfur hexafluoride
TOD	transit-oriented development
UCD	University of California, Davis
UFMP	Urban Forest Management Plan
ULL	Urban Limit Line

[Executive Summary]

4-page Exec Summary:

- 1-page of intro material with a pie chart showing the breakdown of GHG reductions by focus area (Energy, Transportation & Land Use, etc.)



- 2-1/2 pages of summaries of the focus areas – for each topic, a summary table, a paragraph of text, simple graphics
- Half page with additional steps, where to get more info

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Introduction and Overview

Purpose of the Climate Action Plan

This Climate Action Plan (CAP) presents a set of strategies formulated to guide the City, its residents, and businesses in reducing Woodland's contributions to greenhouse gas (GHG) emissions consistent with state goals. Specifically, the strategies are aimed at reducing community GHG emissions by 2020 to a level that is 15% below Woodland's 2005 GHG level.

Adoption of this plan demonstrates Woodland's commitment to helping reduce the effects of rapid climate change. Climate change is a global issue, but local governments and the communities they represent are uniquely capable of identifying the most effective ways of addressing major sources of GHG emissions within their own jurisdictions. The CAP provides a community-based policy framework to address community-wide GHG emissions sources. The CAP strategies also provide many co-benefits that will contribute to a healthier community. For example, increased emphasis on transit-oriented development corresponds to more walkable communities and better air quality, thus better health and livability effects.

This plan is designed to:

- Translate high-level objectives and quantified goals into a realistic, understandable set of implementation actions;
- Demonstrate that significant reductions in GHG emissions are attainable through local actions;
- Inspire community members to work collectively to achieve these reductions;
- Dovetail with updated community General Plan policies that are required to address climate change impacts and adaptation, including those for land use, transportation, building design, and infrastructure; and
- Provide a predictable approach to mitigation strategies for the compliance of future development projects with the California Environmental Quality Act (CEQA).

Climate Change Science

GHGs are those gases that trap heat in the atmosphere, a phenomenon known as the "greenhouse effect." The natural occurrence of these gases produces a natural greenhouse effect. Scientific evidence from many studies indicates that human activities are increasingly producing atmospheric concentrations of GHGs that are much higher than the naturally occurring GHGs in the atmosphere, causing rapid atmospheric warming. The result is the phenomenon commonly referred to as climate change, which is characterized by increasing average global temperatures, changing frequencies and intensities of droughts and floods, and rising sea levels. By the end of the 21st century, without concerted efforts to reverse current trends, global temperatures are expected to increase by 3.2 to 7.2 degrees Fahrenheit, causing sea levels to rise 7 to 23 inches.

The primary GHGs are carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). Others include hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆).

For more information about climate change science and climate change planning, see:

- U.S. Environmental Protection Agency: <http://www.epa.gov/climatechange/>
- State of California: <http://www.climatechange.ca.gov/>
- University of California, Davis: <http://climatechange.ucdavis.edu/>

Climate Change and California Policies

In California, the predicted effects of rapid climate change include increased periods of water scarcity, detrimental effects on agriculture production and food supplies, more wildfires, and increased flooding of coastal and other low-lying communities.

The State of California has taken many policy steps to address climate change, beginning with the establishment of 2050 and 2020 targets for GHG reductions:

- **Executive Order S-3-05, 2005:** Established a statewide GHG emissions reduction target of 80% below 1990 levels by 2050.
- **Global Warming Solutions Act – Assembly Bill (AB) 32, 2006:** Requires a statewide reduction in GHG emissions to 1990 levels by 2020.

To help meet the AB 32 goal for GHG reductions, the state encourages local communities to reduce their GHG emissions 15% from 2005 levels by 2020. This reduction is considered equivalent to achieving 1990 GHG levels. The City has set its GHG reduction target to correspond to this guidance.

Since the passage of AB 32, several other major California policies have been adopted to address climate change:

- **Senate Bill (SB) 97, 2007:** Requires analysis of the impacts of projects on climate change under CEQA.
- **California Renewables Portfolio Standard (RPS) – SB 1078, 2002; SB 107, 2006; SB 2, 2011:** Requires electricity providers to procure at least 33% of energy from renewable resources, such as solar, wind, and geothermal sources, by 2020.
- **Pavley Vehicle Emissions Standards – AB 1493, 2002:** Requires new standards for motor vehicle GHG emissions, resulting in regulations to reduce GHG emissions from passenger vehicles by about 30% in 2016.
- **Low Carbon Fuel Standard – Executive Order S-01-07, 2007:** Requires that the carbon intensity of California's passenger vehicle fuels be reduced by at least 10% by 2020.
- **Sustainable Communities and Transportation Planning – SB 375, 2008:** Requires the establishment of regional per capita GHG emission reduction targets for cars and light-duty trucks for 2020 and 2035 to be implemented through a "sustainable communities strategy" adopted in each Metropolitan Planning Area in the state, including the Sacramento Area Council of Governments. The focus of the SCS is to reduce vehicle miles traveled within the region.

Development of Woodland's Climate Action Plan

The foundation for the CAP is the November 2012 *City of Woodland Climate Action Plan Technical Report (CAP Technical Report)*, which was prepared by the Sustainable Design Academy of the University of California, Davis (UCD) under the direction of Dr. Deb Niemeier. The *CAP Technical Report* contains substantial background documentation, including detailed GHG emissions calculations and descriptions of the underlying assumptions for those calculations; a comprehensive menu of potential GHG reduction measures; and extensive supporting documentation to assist in the selection of measures tailored to Woodland's unique conditions.

Community members and City staff used the documentation in the *CAP Technical Report* to compile the set of GHG reduction strategies and actions considered most appropriate for Woodland. This task was achieved through participation in public meetings, community workshops, and small working groups during 2012 and 2013 and discussions of the City Council Energy and Sustainability Committees from 2008 to the present.

The Pacific Gas and Electric Company (PG&E) Green Communities Program funded the UCD team's preparation of the *CAP Technical Report*, the City's public workshops and meetings, and the preparation of this document through Yolo Energy Watch, PG&E's local government partnership with Yolo County jurisdictions.

The *CAP Technical Report* and materials related to the public meetings and workshops are available for review at www.cityofwoodland.org/envirowoodland.

Woodland's Greenhouse Gas Calculations and Reduction Target

An emissions inventory quantifies emissions of the key GHGs over a given time. The amounts of the various GHGs are converted to a common unit, equivalent carbon dioxide (CO₂e), by weighting each pollutant by its relative heat-trapping ability, or "global warming potential." For example, CH₄ is 21 times more potent than CO₂ in its heat-trapping ability; therefore, a unit of CH₄ has a CO₂e value 21 times that of a unit of CO₂. The common standard for expressing GHG emissions is the metric ton of CO₂e (MTCO₂e).

The major sources of emissions in the community inventory are energy consumption and transportation. Energy-related GHG emissions consists of the GHGs (1) produced in the generation of electricity used in the community and (2) generated in the consumption of natural gas (e.g., for heating buildings).

PG&E provides gas and electricity services for Woodland. The electricity is produced from a mix of sources, including hydropower, nuclear, and natural gas facilities and from renewable resources such as wind, solar, and biomass. Different types of power generation emit different levels of GHGs, with renewable resources being "zero emission" sources. Except where electricity is coming entirely from renewable resources, therefore, each increment of electricity

demand from customers contributes indirectly to the generation of GHGs at the utility's level. In addition, the burning of natural gas to heat building spaces, heat water, and cook directly results in GHG emissions.

Community transportation emissions are primarily the GHGs generated directly in the combustion of carbon-based fuels (e.g., gasoline and diesel) used in vehicle travel. In municipal operations, the major sources of emissions are water and wastewater pumping and processing.

Woodland's GHG-reduction target is approximately 60,000 MTCO₂e. The target was developed through the following steps, which are documented in detail in the *CAP Technical Report*.

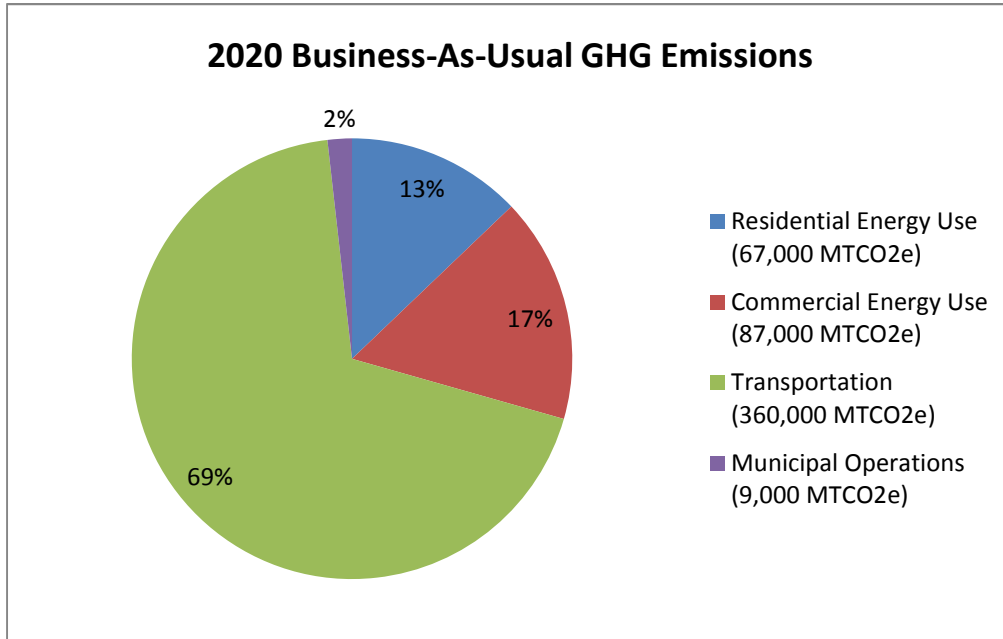
Calculation	Result (MTCO ₂ e)
2005 baseline: Inventory of 2005 communitywide GHG emissions.	544,000
2020 emissions target: 15% reduction from the 2005 baseline (-81 MTCO ₂ e).	463,000
2020 business-as-usual (BAU) forecast: Estimate of 2020 GHG emissions based on a "business-as-usual" (BAU) scenario in which 2005 policies and trends are assumed to continue to 2020 but the reductions mandated by the Renewables Portfolio Standard, the Pavley Vehicle Emissions Standards, and the Low Carbon Fuel Standard will be achieved.	523,000
2020 GHG Reduction Target: Calculated difference between the 2020 BAU forecast GHG level (523,000 MTCO ₂ e) and the 2020 target level (463,000 MTCO ₂ e).	60,000

Projections of population growth are a critical component of the calculations used in the BAU forecast and 2020 emissions reduction target and, consequently, in the formulation of the CAP strategy for 2020. For the *CAP Technical Report*, estimates of future population were derived from Sacramento Area Council of Governments (SACOG) data. The SACOG data were used to ensure consistency with regional estimates, particularly of transportation emissions, and for consistency with the approach used in other community planning documents, including the General Plan.

No single category of GHG reduction measures will be sufficient to meet Woodland's GHG reduction target of 60,000 MTCO₂e. For example, to meet this target, some 4 million incandescent bulbs would need to be replaced with compact fluorescent light bulbs, or over 110 megawatts of electricity use would need to be supplied from solar power, or more than 10,000 gas-fueled vehicles would need to be replaced with electric vehicles. The plan therefore consists of a blend of strategies.

Woodland's Greenhouse Gas Reduction Strategies

More than two-thirds of the emissions calculated in the 2020 BAU projection for Woodland are attributable to transportation, as shown in the chart below.



Local transportation choices and practices can depend substantially on the physical layout of a community and on the local availability of essential services, employment opportunities, and recreational facilities. Consequently, land use and zoning policies can have an important influence on GHG emissions related to transportation. However, changes resulting from the implementation of new land use planning concepts generally take a long time to be realized. For this reason, strategies based on changes in land use planning are unlikely to produce substantial GHG reductions in the relatively short 2014-2020 timeframe. Consequently, the plan for meeting Woodland’s 2020 GHG reduction target relies mostly on strategies that are likely to produce short-term progress, such as energy use reduction, renewable energy generation, conversion to alternative-fueled vehicles, and increased tree canopy.

The CAP strategies are organized into the following focus areas:

- Energy
- Transportation and Land Use
- Urban Forest and Open Space
- Water and Waste
- Government Operations
- Public Education

Each focus area includes overarching objectives, strategies for achieving each objective, and a list of implementation actions associated with each strategy.

The CAP is meant to be a guide to an evolving, rather than a static, plan of action. The specific activities needed to successfully achieve the community's GHG reduction target may change as new technologies and policies develop and also as the City undergoes changes over time. Therefore, although community input into CAP development included suggestions for step-by-step implementation of some strategies and specific suggestions for on-the-ground implementation actions, this level of detail is not included in this document. Rather, such details (such as specific bicycle routes to be developed) will be addressed in further discussions conducted over the course of CAP implementation.

In addition, the CAP working groups narrowed down the strategies and implementation actions to focus on a set of objectives and strategies that is realistic and manageable in terms of both their achievability and the number of items they contain. All suggestions received during CAP development in 2012-2014 are included in Appendix A.

Finally, an important element of the CAP is a mid-point (2017) assessment of progress (see Public Involvement Objective 3). If the assessment finds that sufficient progress is not being made toward achieving the 2020 GHG-reduction target, a set of further actions will need to be selected for implementation. The section Additional Actions provides a menu of potential choices.

Public Involvement

To be effective, CAP implementation will require a high level of public engagement. Therefore, a linchpin of plan implementation is the formation of one or more self-motivated community groups that will function as City partners in developing and implementing outreach efforts aimed at achieving specific goals set forth in this document. No GHG reduction levels have been directly attributed to this CAP element, which is described in the Public Involvement section. However, this element will be crucial to implementing the strategies presented in the Energy, Transportation and Land Use, Urban Forest and Open Space, and Water and Wastewater areas.

Guide to Focus Area Sections

The CAP includes the following focus areas:

- Energy
- Transportation and Land Use
- Urban Forest and Open Space
- Water and Waste
- Municipal Operations
- Public Involvement

Within each focus area, a set of objectives, supporting strategies, and suggested implementation actions is provided, along with additional information as described below.

Term	Definition of Term
Objective	A high-level, overarching aim.
Strategy	A major approach to meeting an objective. For most objectives, more than one strategy will be pursued. The strategies are numbered within each focus area using a letter designation: E = Energy T/LU = Transportation and Land Use UF = Urban Forest and Open Space W/W = Water and Waste MO = Municipal Operations PI = Public Involvement
UCD Bundle	Refers to the numbering system for categories used in the extensive menu of potential GHG-reduction measures in the <i>CAP Technical Report</i> prepared by the UCD Sustainable Design Academy. The strategies selected for this CAP are based on the measures in these “bundles.” The corresponding “bundle” numbering is included here to help interested CAP users locate corresponding background information in the <i>CAP Technical Report</i> , such as the standards of measurement used to calculate GHG reduction amounts, estimated costs and payback period, ease of implementation, and potential implementation and tracking strategies.
GHG Reduction	The estimated amount of the GHG reduction, in MTCO ₂ e, that may be gained by implementing a strategy. Calculating the emissions reductions for a strategy requires making assumptions about the extent of implementation, future opportunities and costs, and individual behavioral changes. It is difficult to assign a precise reduction amount to a strategy given the uncertainties associated with these assumptions. Therefore, the amounts are provided in round numbers.
Percentage of Woodland’s GHG Reduction Target	The percentage of Woodland’s total 2020 GHG emission reduction target of 60,000 MTCO ₂ e estimated to be achieved if a strategy is fully implemented. (Note that the total of all percentages shown in the CAP add up to slightly

	more than 100% because of rounding.)
Goals	The quantifiable results of implementing a strategy (e.g., number of lights replaced). These are the basis of the total GHG reduction amount and percentage of Woodland's GHG Reduction Target associated with a strategy.
Action	An implementation activity that will be pursued to achieve the GHG-reduction goals of a strategy. A maximum of 10 actions has been selected as the implementation focuses for any strategy. Each action has one or more of the following focuses [show icon next to each]: - Residential - Commercial - New development - Funding/rebates - Education - Legislation/Policy

Each focus area section begins with a summary of objectives and strategies, in which the following symbols are used to designate the amount of the GHG-reduction contribution of each strategy:

Symbol [Oak Leaf]	GHG Reduction (MTCO ₂ e)	Percentage of Woodland's Reduction Target
* [1 leaf]	1-3,000	0-5%
** [2 leaves]	3,000-6,000	5-10%
*** [3 leaves]	6,000-9,000	10-15%
**** [4 leaves]	9,000-12,000	15-20%
***** [5 leaves]	> 12,000	> 20%
[Open leaf]	Important to overall CAP success, but not quantifiable	N/A

Energy

Summary

Strategy	Contribution to GHG Reduction Target
Energy Objective 1: Reduce Energy Use by One-Fourth to One-Third	
E-1 Lighting Efficiency Upgrades	***
E-2 Appliance/Office Equipment Upgrades	*
E-3 Comprehensive Building Efficiency	***
E-4 Improved Building Temperature Controls	*
E-5 Energy Conservation Education	*
Energy Objective 2: Obtain 40 MW of Electricity from Renewable Sources	
E-6 Renewable Energy Generation and Procurement	*****
Proportion of Total GHG Reduction Target	62%

Although community use of electricity and gas is expected to make up only about 30% of community GHG emissions in 2020, a major portion of the progress toward meeting Woodland's 2020 GHG reduction target can be achieved through individual actions to (1) reduce energy demand and (2) increase the proportion of energy obtained from renewable sources. Many factors are making it possible to make significant shorter-term gains in energy-related GHG reductions: rapidly improving technologies; strides in the manufacture of more energy-efficient building materials, lights, appliances, and equipment; and financing mechanisms providing for greater affordability.

See also the Urban Forest and Open Space section for energy-reduction strategies related to increased shade tree canopy.

See Water and Waste for energy-reduction strategies related to reduced water use.

**Energy Objective 1:
Reduce Energy Use by One-Fourth to One-Third**

Strategy E-1: Lighting Efficiency Upgrades

UCD Bundle 1A

GHG Reduction: 6,400 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 11%

Description: Installation of high-efficiency lighting. One-fourth of residential electricity use and one-third of commercial electricity use typically go toward lighting.

- Compact fluorescent lamps (CFLs) and light-emitting diode (LED) bulbs provide the same amount of light (lumens) as incandescent bulbs for as little as 25% the energy use.
- Solar tubes draw on sunlight to light rooms, using no energy.
- Switching from T-12 to T-8 fluorescent tubes and using occupancy/vacancy sensors on light switches can provide significant energy savings in commercial applications.

Goals:

- 6,000 new and existing homes switch from incandescent to CFL or LED lighting (1,200 MTCO₂e)
- 15,000 new and existing homes use improved incandescent lighting (1,000 MTCO₂e)
- Two-thirds of commercial sector improves lighting efficiency by 75% (LEDs, CFLs, T-installs, occupancy/vacancy sensors, bi-level lighting) (4,200 MTCO₂e)

Actions:

- Support a holiday program to encourage residents to exchange traditional light strings for LED lights.
- Require that new construction include LED lights, solar tubes or skylights in windowless internal rooms, and consideration of room orientation to maximize the use of natural lighting.
- Encourage the creation of voluntary programs through public-private partnerships in which trained personnel perform home visits and implement a checklist of free or low-cost energy-efficiency measures, including installing energy-efficient light bulbs and adjusting thermostats on hot water heaters, for low-income residents.
- Provide/promote rebates for exchange of incandescent bulbs for LED bulbs.
- Use forums, information sheets, and other forms of educational outreach to promote understanding of the benefits of new lighting technologies, such as CFLs, LEDs, and solar tubes.
- Provide information on lighting upgrades, rebates, and energy-efficiency assistance from Yolo Energy Watch and other programs as part of the business license renewal process.
- Encourage community participation in international "turn-off-the -lights" days.

- Support regulations and legislation that establish improved industry standards for lighting technologies.

Strategy E-2: Appliance/Office Equipment Upgrades

UCD Bundle 1B

Reduction: 900 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 1.5%

Description: Replacement of appliances and office equipment with Energy Star-rated models. Energy Star is the federal government-backed symbol for identifying energy-efficient products. For products to be given the Energy Star rating, they must contribute to significant energy savings that are verifiable through testing. If they cost more than conventional, less energy-efficient counterparts, it must be shown that consumers can recover the additional costs through utility bill savings in a reasonable period of time. Examples of items that may be replaced with Energy Star models, listed from highest to lowest in terms of typical GHG reductions, are: water heater, vending machine, copier, refrigerator, printer, dishwasher, water cooler, computer, clothes washer, and monitor.

Goals:

- One-fourth of households replace a major household appliance (e.g., water heater, refrigerator, washer, dryer, dishwasher) or computer equipment with a more energy-efficient model (600 MTCO₂e)
- Half of businesses upgrade a vending machine, refrigerator, water cooler, and/or office equipment (e.g., computers, monitors, printers, photocopiers) with more energy-efficient models (300 MTCO₂e)

Actions:

- Support/promote group purchasing programs for discounted energy-efficient appliance and equipment replacements.
- Promote residential programs such as PG&E's Energy Savings Assistance Program to help low-income homeowners and renters manage energy use and energy costs through free or low-cost upgrades to more energy-efficient appliances, lighting, and building features.
- Conduct education and outreach to promote rebates, incentives, and other programs as they become available, and use available information on rebates used by consumers to determine where to focus education and outreach.
- Provide information on equipment upgrade benefits, rebates, and energy-efficiency assistance from Yolo Energy Watch and other programs as part of the business license renewal process.

Strategy E-3: Comprehensive Building Efficiency

UCD Bundle 1C

GHG Reduction: 6,500 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 11%

Description: Improvements of overall performance of existing buildings through energy-efficient retrofits, and new construction that incorporates advanced energy-efficiency features. All new buildings in California must meet the energy-efficiency standards in Title 24, Part 6 of the California Code of Regulations, which were most recently updated in 2010, including CalGreen standards to increase energy efficiency and water conservation. Typical elements in comprehensive building energy-efficiency are:

- Building air sealing
- Duct sealing and duct replacement
- Ensuring that appropriate types of attic, wall and/or floor insulation are used
- Upgrading and/or insulating water heaters
- Ensuring proper functioning and efficiency of heating and air conditioning systems
- Reducing heat loss through and around windows

Goals:

- Weatherization upgrade implemented for 2,000 low-income homes (2,000 MTCO₂e)
- Energy-efficiency retrofits implemented for 1,000 homes (1,200 MTCO₂e)
- Construction of 250 energy-efficient affordable housing units (400 MTCO₂e)
- Energy-efficiency retrofits and retro-commissioning implemented for 4 million square feet of commercial (approx. 20% participation) (2,900 MTCO₂e)

Actions:

- Promote the provisions for sustainable construction and development practices that are contained in the CalGreen Code, including measures such as using cool roofs, vegetation, and permeable or other special pavements where appropriate to reduce heat-island effects on and around buildings.
- With other local jurisdictions, establish and promote turn-key property-assessed clean energy (PACE) programs, group purchasing discount programs, and other available financing programs that can be used by property owners for affordable residential energy efficiency retrofits.
- Promote PG&E's Energy Partners Program, the state Weatherization Assistance Program, and other programs providing free or low-cost weatherization measures to low-income residents.
- Promote the U.S. Department of Housing and Urban Development Energy Efficient Mortgage (EEM) program and similar programs that assist buyers in purchasing homes that meet given criteria for energy efficiency.
- Consider providing assistance through Community Development Block Grant funds, special taxes, or other special funds to assist low-income homeowners in installing energy-efficiency upgrades.

- Promote participation in Energy Upgrade California, Yolo Energy Watch, and other state, federal, and utility incentive programs for improving home and business energy efficiency.
- Encourage realtors to promote energy/water use efficiency of properties on resale and/or to adopt a voluntary rating system and provide energy-efficiency information upon property resale.
- Promote and provide information on energy-efficiency upgrades for historical structures that are consistent with maintaining historical integrity.
- Consider citywide application of energy conservation policies in the Spring Lake Specific Plan such as the use of energy-efficient air conditioners, light-colored roofing materials, photovoltaic energy systems, and Energy Star appliances.

Strategy E-4: Improved Building Temperature Controls

UCD Bundle 1D

GHG Reduction: 1,400 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 2%

Description: Improvements to climate control in residences and businesses through measures including:

- Installing reflective roofing (cool roofs)
- replacing heating and cooling equipment with more energy-efficient systems and models
- optimizing building temperature controls
- using natural factors in new buildings to maintain comfortable conditions

Goals:

- Installation of 500 cool (reflective) residential roofs (250 MTCO₂e)
- Upgrades of residential heating and cooling equipment - 500 air conditioning units, 2,000 heating, ventilation, and air conditioning (HVAC) units, 100 conversions from electric to gas heat (500 MTCO₂e)
- Installation of 1 million square feet of cool (reflective) roofs on commercial properties (5% participation) (300 MTCO₂e)
- Upgrades of commercial heating and cooling equipment - 500 air conditioning units, HVAC fans for 1,000,000 square feet; chillers for 1,000,000 square feet (400 MTCO₂e)

Actions:

- Encourage innovative site designs and building orientations for new construction that incorporate passive and active solar designs and natural cooling techniques.

- Require that natural temperature-control factors, such as cross ventilation, wind protection, and shade, be considered in site and building design for new construction.
- Promote PG&E's Energy Partners Program and other programs that provide low-income customers with free energy-efficient appliances.
- With other local jurisdictions, establish and promote local turn-key PACE programs, group purchasing discount programs, and other available financing programs that can be used by property owners for affordable climate-control building and equipment upgrades.
- Promote utility, state, and federal rebate and assistance programs.
- Promote participation in Energy Upgrade California, Yolo Energy Watch, and other state, federal, and utility incentive programs for improving building climate controls.
- Provide information on the benefits of energy-efficiency upgrades, rebates, and energy-efficiency assistance from Yolo Energy Watch and other programs as part of the business license renewal process.

Strategy E-5: Energy Conservation Education

UCD Bundle 1C

GHG Reduction: 1,200 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 2%

Description: Educational efforts to induce permanent energy use reduction through conservation.

Examples are:

- Adjusting thermostats a few degrees down in the winter and up in summer
- Keeping shades closed in summer to reduce indoor heat
- Using less hot water for showers, laundry, and washing dishes
- Turning off lights that aren't being used
- Unplugging "vampire" equipment that isn't being used (i.e., electronic equipment that consumes electricity even when not in use)
- Using low-flow showerheads and faucets to help reduce hot water use
- Using ceiling fans
- Maintaining clean air filters to ensure heating and cooling systems run efficiently

Goals:

- Achieve lasting reductions in home energy conservation in the equivalent of 500 homes through energy-conservation campaigns (300 MTCO₂e)
- Achieve lasting energy conservation in 150 businesses through energy-conservation campaigns (900 MTCO₂e)

Actions:

- Partner with Yolo Energy Watch, PG&E, and other organizations to conduct public outreach and education campaigns to encourage energy conservation.

- Conduct or promote competitions and rewards for reducing household energy use.
- Promote recognition programs for energy-efficient businesses.
- Provide information on energy conservation, the benefits of energy-efficiency upgrades, rebates, and energy-efficiency assistance from Yolo Energy Watch and other programs as part of the business license renewal process.
- Work with PG&E and other organizations as appropriate to establish a pilot program that provides customers with access to real-time data on energy use and uses analytical software that provides information about different energy loads, “vampire” appliances, and anomalies in energy use.
- Provide information to educate the public on the connection between water conservation and energy conservation.

Energy Objective 2: Obtain 40 MW of Electricity from Renewable Sources

Strategy E-6: Renewable Energy Generation and Procurement

UCD Bundle 2

GHG Reduction: 21,000 MTCO₂e

Percentage of Woodland’s GHG Reduction Target: 35%

Description: Production or procurement of electricity for residential or business use through solar PV, wind, and geothermal systems. The following major renewable energy options are currently available:

- *Individual solar PV installations* – Rooftop PV systems and PV parking shade structures are within reach of more community members as PV technologies have improved, costs have reduced significantly, and more accessible options for up-front financing have become available.
- *Community solar* – A PG&E-administered program that allows businesses and individuals to buy shares in renewable energy developments and receive credit on their electric bills for the use of the renewable energy they generate. Community solar was developed through SB 43 (2013) to allow renters and property owners who are unable to install solar on their own properties to obtain renewable energy through PG&E and the other major utilities.
- *Green Certificates, or Renewable Energy Certificates* – These are tradable commodities that represent the environmental value of renewable energy generated by one party that may be sold to another party.
- *Community Choice Aggregation (CCA)* – CCA enables California cities and counties to supply electricity to the customers within their borders. A CCA is responsible for providing the energy, which it either generates or procures from other sources, but does not own the transmission and delivery systems. Because CCAs can choose the sources of their power mix, many

communities look to CCA as a mechanism for increasing the amount of renewable energy they use.

Goals:

- Solar photovoltaic (PV) energy or green electricity purchase for 5,000 existing and new homes at an average size of 2.7 kW (6,800 MTCO₂e)
- Solar hot water heaters for 2,000 homes (1,400 MTCO₂e)
- 25 MW of solar PV or green electricity purchases for businesses, institutions, and schools (12,500 MTCO₂e)
- Wind turbines providing 500 kW of commercial electricity use (300 MTCO₂e)
- 100 geothermal heat pumps for heating and cooling commercial properties (50 MTCO₂e)

Actions:

- Promote participation in Energy Upgrade California, Yolo Energy Watch, and other state, federal, and utility incentive programs for improving home and business energy efficiency, including installing solar PV or wind energy systems.
- Encourage initial residential sizing of 3 kW or larger to accommodate EV charging and achieve net zero carbon footprint without future need to increase inverter.
- Increase the percentage of homes in new development that are solar ready and/or that have solar water heaters, up to 100% by 2020.
- With other local jurisdictions, establish/promote local turn-key PACE programs, group purchasing discount programs, and other available financing programs that can be used by property owners for affordable renewable energy systems.
- Support incentives to reduce the cost of solar hot water systems.
- Balance open-space maintenance with solar opportunities by promoting the installation of solar systems on existing development or in dual-use applications, such as parking lots, building roofs, and stormwater detention basins.
- Promote the expansion of community solar opportunities to enable greater access to solar power for renters, those with shaded roofs, and those who choose not to install a residential system on their home for financial or other reasons.
- Support legislation and incentives that promote the development and implementation of technologies for distributed renewable energy generation—the production of renewable energy in small quantities near the point of use rather than in large amounts in a few places—that increase local access to renewable energy.

- Work with other local jurisdictions to explore opportunities for establishing a countywide or regional CCA that obtains all of its power or a high proportion of its power from renewable sources.

Tools for Measuring Progress

- PG&E usage data for residential and commercial sectors
- Yolo Energy Watch program participation information
- PACE program participation
- City building permit information on solar installations, cool roofs, and energy upgrades
- Participation in PG&E, federal, and state incentive programs, where information is available
- City data on numbers of housing units constructed with energy efficiency features that exceed the requirements of the CalGreen Code

Transportation and Land Use

Summary

Strategy	Contribution to GHG Reduction Target
Transportation/Land Use Objective 1: Implement Land Use Policies to Support Reduced Motor Vehicle Use	
T/LU-1 Complete Streets Program	[open leaf]
T/LU-2 Infill Development, Redevelopment, and Repurposing	[open leaf]
T/LU-3 Smart Growth in New Development	[open leaf]
Transportation/Land Use Objective 2: Reduce Vehicle Trip Mileage and Equipment Idling Emissions by 1%	
T/LU-4 Reduced Motor Vehicle Trips	*
T/LU-5 Increased Mass Transit Use, Walking, and Bicycling	*
T/LU-6 Reduced Emissions from Vehicle Idling and Other Equipment	*
Transportation/Land Use Objective 3: Replace Gas and Diesel Vehicles with Alternative-Fuel Vehicles	
T/LU-7 Increased Use of Alternative-Fuel Vehicles	*****
Total	30%

The two major approaches to reducing transportation-generated GHGs involve (1) reducing motor vehicle use and (2) replacing gasoline and diesel vehicles having higher GHG emissions with vehicles that have lower or zero GHG emissions. The latter include electric vehicles (EVs), hybrid cars and trucks, smaller vehicle models, and vehicles that run on biofuels and compressed natural gas (CNG).

Essential to reducing the use of passenger vehicles locally and regionally are practices and infrastructure that promote ease and convenience of pedestrian, bicycle, and transit travel for daily trips and that situate residents in proximity to workplaces, goods and services, and recreational opportunities. Transportation and land use strategies for GHG reduction are closely linked because of the influence land use policies can have on types, rates, and patterns of growth; the distances community members need to travel for essential services; and the ease or difficulty of different modes of travel.

For this reason, transportation and land use strategies are presented together in this section.

Although land use strategies are critical to the success of transportation-related GHG-reduction objectives, to avoid double-counting of GHG-reduction benefits, quantified reductions are assigned only to the strategies under Objectives 2 and 3.

**Transportation/Land Use Objective 1:
Implement Land Use Policies to Support Reduced Motor Vehicle Use**

Strategy T/LU-1: Complete Streets Program

UCD Bundles 9 and 11

GHG Reduction: N/A (see Objectives 2 and 3)

Percentage of Woodland's GHG Reduction Target: N/A

Description: Infrastructure designs and measures that provide for safe, convenient walking, bicycling, and transit use.

“Complete streets” is a planning term for the practice of providing for a combination of elements in roadways that enhance convenient walking, bicycling, and public transit use in addition to passenger vehicle travel. Elements considered may include, for example:

- Streets that include sidewalks
- Bike lanes or wide paved shoulders
- Comfortable and accessible public transportation stops
- Frequent and safe crossing opportunities
- Median islands
- Accessible pedestrian signals
- Curb extensions
- Narrower travel lanes

Actions:

- Consider reducing parking space requirements for businesses that provide bike infrastructure improvements.
- Adopt a “Complete Streets” program that provides safety and convenience for all forms of transportation, including passenger vehicle, bicycle, transit, and pedestrian travel.
- Amend current “level of service” (LOS) road and transportation criteria to include consideration of pedestrian, bicycle, and bus transit travel modes by using multimodal LOS criteria.
- Develop a network of bicycle lanes and paths that provide safe and convenient routes for city residents to travel to and from homes and daily destinations.
- Update the City’s bicycle master plan to incorporate new concepts and funding strategies for bicycle route development, including consideration of modifying existing streets to better accommodate space for safe bicycle use (e.g., creating one-way streets), creating off-street bicycle paths, and providing connectivity with bike routes outside of Woodland.
- Partner with the University of California, Davis, and Yolo County to develop bicycle commute routes between the campus and points within Woodland.
- Enhance walking and biking opportunities through downtown by improving alleys for pedestrian and bicycle use.

See also Urban Forest and Open Space for actions related to reducing the heat island effect on roadways and opportunities for non-fossil fuel transportation through increased shading.

Strategy T/LU-2: Infill Development, Redevelopment, and Repurposing

UCD Bundle 11

GHG Reduction: N/A (see Objectives 2 and 3)

Percentage of Woodland's GHG Reduction Target: N/A

Description: Adoption and implementation of land use policies and zoning that promote infill development, mixed use of commercial areas, and other techniques to reduce motor vehicle travel by locating housing near services, transit stops, safe pedestrian and bicycle facilities, and other amenities.

Actions:

- Recognize and implement the City's Urban Limit Line (ULL) ordinance by reevaluating residential land use densities, housing policies, and zoning to determine the potential for increased residential densities for infill sites, undeveloped land, and land zoned for commercial uses within the permanent ULL.
- Increase allowable residential density and building height standards.
- Consider identification of areas currently zoned as residential to become "neighborhubs" characterized by twin goals of defined increases in density and building height as well as location of basic services and amenities within walking distance.
- Promote mixed uses in new development and redevelopment projects, including using upstairs spaces in the downtown area for retail, entertainment, office, and residential uses.
- Encourage the redevelopment and adaptive reuse of vacant or underutilized lots with buildings including second stories for retail, residential, or office uses.
- Encourage pedestrian and bicycle-oriented design in the allocation of space, building size and placement, site enhancement, open space design, connection to pedestrian/bikeways, and site amenities such as plazas, courtyards, and breezeways in commercial redevelopment.
- Study the potential for repurposing some space from existing uses such as parks for designation as innovative neighborhood commercial permitted uses, such as cafés or locations for nearby residents to pick up goods ordered from local businesses.
- Consider the use of designated portions of public areas or other City land for community gardens.
- Support applications for affordable housing funds from agencies that reward and incentivize good planning, such as infill housing and housing built close to jobs, transportation, and amenities.

Strategy T/LU-3: Smart Growth in New Development

UCD Bundle 11

GHG Reduction: N/A (see Objectives 2 and 3)

Percentage of Woodland's GHG Reduction Target: N/A

Description: Adoption and implementation of land use policies and zoning that promote new development that typically includes:

- Higher-density development
- Mixed residential and commercial uses
- Essential services within short travel distances
- Transit-oriented, walkable, and bicycle-friendly land uses

The “smart growth” concept may include transit-oriented development (TOD), which consists of a mixed-use residential and commercial areas designed to maximize access to, and encourage the use of, public transport. TOD often centers around a transit station or stop that is within one-quarter to one-half mile from the surrounding housing.

Actions:

- Plan for new residential developments in coordination with plans for the provision of transit services.
- Emphasize mixed uses in new residential developments.
- Adopt policies that encourage building smaller houses.
- Establish a standard for a “10-Minute Neighborhood” for new residential developments such that residents are no more than a 10-minute walk from grocery stores, parks, schools, and commercial enterprises that provide neighborhood-scale access to daily needs.
- Design new neighborhoods so that daily shopping errands can generally be completed within easy walking and biking distances.
- Require new commercial development to include bicycle parking, electric vehicle charging stations, and/or other incentives for non-fossil fuel transportation.
- Encourage pedestrian and bicycle-oriented design in the allocation of new commercial space, building size and placement, site enhancement, open space design, connection to pedestrian/bikeways and site amenities such as plazas, courtyards, and breezeways.
- Support applications for affordable housing funds from agencies that reward and incentivize good planning, such as infill housing and housing built close to jobs, transportation, and amenities.

**Transportation/Land Use Objective 2:
Reduce Vehicle Trip Mileage and Equipment Idling Emissions by 1%**

Strategy T/LU-4: Reduced Motor Vehicle Trips

UCD Bundles 5 and 12

GHG Reduction: 900 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 1.5%

Description: Shortening or elimination of total passenger and delivery vehicle trips by:

- Reducing work commute trips
- Increasing carpooling and car sharing
- Increasing opportunities for residents to shop in Woodland
- Increasing local markets for locally produced goods

Reducing vehicle trips can also improve quality of life by reducing traffic congestion, air pollution and associated health effects, and travel-related costs.

Goals:

- **Residential/Commercial** - 5,000 residents regularly carpooling, car sharing, and telecommuting (900 MTCO₂e)

Actions:

- Work with the Yolo-Solano Air Quality Management District, neighboring jurisdictions, and other organizations to motivate local and regional employers to provide opportunities for employee telecommuting and alternative work schedules (e.g., 9/80 schedules) that reduce work commute trips.
- Work with the local Chamber of Commerce and other business groups to achieve membership of 10% of businesses in the Yolo Transportation Management Association or offer a similar employer program that provides incentives to employees for reducing commute trips (e.g., participation in carpools) and guarantees employees a ride home in case of emergency.
- Partner with Yolo Farm to Fork, farmers markets, and other local agencies and organizations to promote connections with local agricultural producers and the sale and consumption of locally produced foods.
- Promote the Department of Housing and Urban Development Location Efficient Mortgage (LEM) program and similar programs that assist home buyers in purchasing homes that meet criteria for proximity to services and transit systems.
- Establish a program to engage the community in efforts to reduce vehicle miles traveled, including setting specific goals for participation, identifying and promoting programs, and rewarding positive results.

- Encourage telecommuting and live/work arrangements through policies and regulations that allow home occupations, home offices, and live/work uses, provided they are compatible with surrounding neighborhood uses and do not cause significant negative impacts.

Strategy T/LU-5: Increased Mass Transit Use, Walking, and Bicycling

UCD Bundle 9

GHG Reduction: 1,500 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 2%

Description: Reductions in motor vehicle trips through increased incentives and opportunities for mass transit use and safe bicycle and pedestrian travel as alternatives to automobile use.

Goals:

- 3,000 more schoolchildren bicycling/walking (200 MTCO₂e)
- 7,000 more employee trips per week accomplished by bicycling to work (700 MTCO₂e)
- Increase in bus ridership by 1,000 regular users (600 MTCO₂e)

Actions

- Require new multi-family developments to provide secure bicycle storage options and/or bicycle-share programs.
- Work with transit operators to increase mass transit use by identifying mechanisms for encouraging increased ridership, including making bicycle racks available on all buses, and creating and implementing comprehensive public information campaigns.
- Work with the Yolo-Solano Air Quality Management District and the Yolo County Transportation Authority to provide free or reduced cost bus transportation for students.
- Support the continued viability of Community Care Car to provide vanpool service for elderly residents.
- Provide a reduction of parking requirements to employers who effectively plan for and implement programs for alternative commute transportation.
- Work with the local Chamber of Commerce and other business groups to achieve membership of 20% of businesses in the Yolo Transportation Management Association or a similar employer program that provides incentives to employees for reducing commute trips by biking or walking to work and guarantees employees a ride home in case of emergency.
- Partner with the Chamber of Commerce to encourage employers to provide bike lockers, showers, and other amenities or incentives that encourage employees to cycle or walk to and from work.
- Support and promote efforts to increase bicycle use through the provision of free or low-cost helmets and renovated bicycles to low-income residents, bicycle repair and safety clinics, and information on safe bicycle routes.

- Partner with schools and Yolo County Health Department to promote biking and walking by disseminating “Safe Routes to Schools” maps and information, and encouraging creation of a citizen’s committee to promote bicycle and pedestrian access to schools
- Create and disseminate educational materials and information for residents and visitors promoting safe and convenient pedestrian and bicycle transportation as alternatives to automobile travel, including bicycle route maps, walking tour information, and “wayfinding signs” that indicate distances between points of interest.

Strategy T/LU-6: Reduced Emissions from Vehicle Idling and Other Equipment

UCD Bundles 5, 6, and 8

GHG Reduction: 600 MTCO₂e

Percentage of Woodland’s GHG Reduction Target: 1%

Description: Measures to reduce the use of small gas-powered equipment and to reduce vehicle idling, including compliance with state law restricting idling times for trucks and heavy equipment.

Goals:

- 500 gas lawnmowers replaced with electric models (unknown/minor benefit)
- Idling of heavy equipment and trucks reduced - 250 vehicles (600 MTCO₂e)

Actions:

- Promote Yolo-Solano Air Quality Management District rebates for reducing the use of gas-powered landscape equipment.
- Identify businesses with fleet vehicles that are subject to state idling restrictions and provide information to promote compliance with these requirements.
- Publicize information on idling-time regulations to promote citizen awareness and assistance in advocating for compliance.
- Conduct a study and prepare an implementation plan as appropriate for installing roundabouts at intersections or using other traffic control mechanisms that maintain or improve traffic safety while reducing idling time for vehicles.
- Encourage drive-through restaurants, pharmacies, and other drive-through services to post requests or requirements for vehicle engines to be shut off during extended waiting times.

Transportation/Land Use Objective 3: Replace Gas and Diesel Vehicles with Alternative-Fuel Vehicles

Strategy T/LU-7: Increased Use of Alternative-Fuel Vehicles

UCD Bundles 7, 10, and 13

GHG Reduction: 15,000 MTCO₂e

Percentage of Woodland’s GHG Reduction Target: 25%

Description:

Replacement of gasoline- and diesel-fueled automobiles with vehicles that run on alternative fuels that have reduced GHG or zero GHG emissions, including the following:

- Flexible fuel vehicle – uses gasoline or E85, a mixture of 85% ethanol and 15% gasoline
- Hybrid or plug-in hybrid electric vehicle (PHEV) – powered with electricity and gasoline
- Electric vehicle (EV) – runs on electricity alone
- Compressed natural gas (CNG) vehicle – runs on compressed natural gas
- Fuel cell vehicle (FCV) – uses pressurized hydrogen to power a fuel cell, which then generates electricity to run the vehicle

Goals:

- 250 EVs (1,400 MTCO₂e)
- 4,000 hybrid vehicles (13,200 MTCO₂e)
- 250 CNG vehicles (400 MTCO₂e)

Actions:

- Encourage developers to include EV charging infrastructure in new residential developments.
- Analyze, design, and implement a “Neighborhood Electric Vehicle” (NEV) transportation plan linking streets, lanes, and destinations to encourage the use of NEVs.
- Establish preferred parking spaces for alternative fuel vehicles in the downtown parking lots.
- Install or support the installation of EV charging stations distributed throughout downtown and major shopping locations.
- Provide organizations and businesses that have “fleets” larger than 12 vehicles with information regarding transportation fuel alternatives.
- Provide public education about alternative-fuel vehicles, highlighting options and benefits and identifying fueling/charging locations.
- Support the expansion of the West Coast Green Highway through the installation of EV fast-charging infrastructure along I-5 and other major travel routes.

Tools for Measuring Progress

- Employer data on vehicle trip reduction
- Yolo Transportation Management Association participation data
- Bus ridership data
- Data on children walking/riding bicycles
- Total mileage of bicycle lanes established
- AQMD rebates for retiring gas-powered landscaping equipment
- Car registrations and rebates for alternative-fuel vehicles

Urban Forest and Open Space

Summary

Strategy	Contribution to GHG Reduction Target
Urban Forest and Open Space Objective 1: Increase Tree Canopy by 50% by 2020	
UF-1 Urban Forest Management Plan	[open leaf]
UF-2 Increased Tree Planting	*
UF-3 Maintenance of Existing Trees	*
UF-4 Public Education	[open leaf]
Urban Forest and Open Space Objective 2: Maintain and Enhance Open Space Environmental Values	
UF-5 Open Space Preservation	[open leaf]
Proportion of Total GHG Reduction Target	4%

With proper species selection, placement, and management, urban trees provide many benefits. Trees help reduce GHG emissions in several ways:

- *Building shade* - By shading buildings, trees reduce indoor heat in summer and the need to use energy for air conditioning.
- *Pavement shade* - Asphalt can store and hold a large amount of heat. Shading pavement reduces the radiant energy these surfaces absorb, thereby reducing the overall “heat island” effect. This, in turn, reduces the need for vehicle and building air conditioning, prolongs pavement life, and encourages more walking and bicycle riding by making streetscapes more attractive and comfortable.
- *Insulation* - Trees serve as wind breaks, reducing the movement of outside air into interior spaces and conductive heat loss, for example, through glass window panes.
- *Transpiration* - Plant transpiration converts moisture to water vapor, cooling the air by using solar energy that would otherwise heat the air.
- *Carbon sequestration* - Trees capture and store CO₂ from the atmosphere, a process referred to as “carbon sequestration.” Different tree species provide different levels of carbon storage.

In addition to reducing energy use and GHGs, trees provide other benefits that are difficult to quantify. A 2010 study of Woodland’s urban forest resources, *City of Woodland, California Urban Forest Resource Analysis and Community Canopy Study* (Davey Resource Group), estimated that for every \$1.00 spent on Woodland’s public trees, the community receives \$1.50 in benefits through energy savings, air quality improvements, stormwater interception, atmospheric CO₂ reductions, and aesthetic contributions. At the time of the study in 2010, the City maintained 13,140 trees, a large percentage of which were newly planted. The number of non-City trees was not determined. The study found that Woodland’s overall tree canopy covered 8.4% of the incorporated land area, and noted that this is far short of the optimal urban tree canopy cover of 25%.

Urban Forest and Open Space Objective 1: Increase Tree Canopy by 50% by 2020

Strategy UF-1: Urban Forest Management Plan

UCD Bundle 4

GHG Reduction: N/A (see Strategy UF-2)

Percentage of Woodland's GHG Reduction Target: N/A

Description: Development and adoption of a policy framework and comprehensive approach to planting and managing City trees. Plan establishment and implementation will be critical to optimizing the potential GHG-reductions associated with tree planting and maintenance. However, to avoid double-counting these benefits, they are quantified only under Strategy UF-2.

Actions:

- Coordinate with the Woodland Tree Foundation to develop and adopt an Urban Forest Management Plan (UFMP) by January 2016 aimed at expanding canopy cover from 8.4% to 25% by 2035 and with objectives that include GHG reduction, air quality improvement, energy conservation, stormwater runoff management, and non-interference with utility lines.
- Develop a sustainable funding strategy as part of the UFMP, and pursue all available funding opportunities (e.g., grants, cap-and-trade funding).
- Identify all potential public tree planting sites along streets and in parking lots within the city limits, classify by appropriate tree size, and prioritize for planting with appropriately sized trees.
- Establish tree planting goals for annual net canopy gain of 0.5%-1%, a methodology and schedule for communitywide canopy measurement, a policy for tree replacement, and a process for determining net tree gain.

Strategy UF-2: Increased Tree Planting

UCD Bundle 4

GHG Reduction: 1,700 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 3%

Description: Actions to increase tree canopy through planting new trees to increase building shade, increase carbon sequestration, and reduce heat-island effects. The City and the Woodland Tree Foundation have planted an average of 300 trees per year since 2005.

Goals:

- Net increase of 6,000 trees planted along streets, in parking lots, and in open space areas (1,500 MTCO₂e)
- Net increase of 2,500 building shade trees (200 MTCO₂e)

Actions:

- Partner with PG&E and Woodland Tree Foundation on a major shade-tree planting program for homeowners to reduce energy consumption.
- Promote the planting of larger trees with maximum GHG reduction benefits wherever feasible.
- Require home construction in new developments to include two shade trees per home on the east, west, or south face of the home to provide energy savings, with trees located to prevent interference with solar PV production.
- Encourage homeowners to plant trees by continuing and promoting the City Tree Rebate Program for street trees and information on tree selection, siting, planting, and care.
- Partner with the Woodland Tree Foundation, 4-H, and other service organizations to accomplish larger-scale tree plantings and spread educational information about the benefits of trees.
- Consider planting City surplus property and/or storm water detention areas in trees with high carbon sequestration potential, as appropriate.
- Modify City design standards for parking strips, medians, sidewalk tree plantings, and parking lots to provide for streetscape infrastructure, such as wider planting areas and permeable paving material, that will accommodate large trees and minimize pavement and infrastructure damage caused by tree roots.
- Increase the requirements for street trees to shade asphalt and parked cars in new development or redevelopment.
- Investigate increasing the requirements for tree coverage in parking lots consistent with installation of solar energy shade structures in parking lots (current City standard is 40% coverage within 10 years).
- Require tree planting as part of new development, expanded development, and redevelopment projects wherever feasible.

Strategy UF-3: Maintenance of Existing Trees**UCD Bundle 4****GHG Reduction: 600 MTCO₂e****Percentage of Woodland's GHG Reduction Target: 1%**

Description: Actions to maintain the health of future plantings, sustain the benefits of existing mature trees, and expand the canopy of existing young trees through best practices in tree care and maintenance. According to the 2010 study of Woodland's urban forest resources by Davey Resource Group, the existing urban forest annually captures and stores about 600 metric tons of CO₂.

Actions:

- Prioritize maintenance of mature trees that already provide the highest energy- and GHG-reduction benefits.
- Adopt and implement a policy of no net loss of City-maintained trees: Every City tree removed or lost due to disease or other cause must be replaced within one year, either on the basis of trunk diameter or based on offsetting the canopy area of any tree removed with the aggregate canopy area of the replacement tree(s), estimated at two years following planting.
- Make proper tree maintenance a focus of public outreach efforts for property owners, renters, and landscaping professionals to ensure awareness of City tree maintenance guidelines and best management practices for tree care.
- Provide business property owners with information on tree benefits and tree maintenance through the Chamber of Commerce and other community organizations
- Support code enforcement efforts where needed for ensuring the maintenance of trees and other landscaping in commercial developments.
- Update the City of Woodland Heritage Tree Ordinance to incorporate best practices and national standards for care of Woodland’s heritage trees.

Strategy UF-4: Public Education

UCD Bundle 4

GHG Reduction: N/A

Percentage of Woodland’s GHG Reduction Target: N/A

Description: Efforts to increase overall appreciation of and care for Woodland’s trees.

Actions:

- Sponsor public outreach events and efforts through schools and community service organizations to educate the public about the numerous benefits of different tree species and increase appreciation and respect for Woodland’s urban forest, e.g., walking tours of trees, Woodland tree guide, support for Woodland Tree Foundation, memorial tree plantings.
- Use the UFMP to initiate a citywide tree public planting and care campaign with Woodland Tree Foundation.
- Partner with the Woodland Tree Foundation to provide public information on tree selection, planting, and care through workshops and demonstrations, web information, and printed materials.

Urban Forest and Open Space Objective 2: Maintain and Enhance Open Space Environmental Values

Strategy UF-5: Open Space Preservation

UCD Bundle 4

GHG Reduction: N/A (Unknown)

Percentage of Woodland's GHG Reduction Target: N/A

Description: Maintenance of environmental benefits and enhancement of community appreciation of open space areas to minimize the potential for development sprawl.

Actions:

- Prevent the loss of agricultural land and other open space to development by maintaining Woodland's Urban Limit Line.
- Preserve open space from development of solar farms by focusing the installation of solar arrays on rooftops, developed land, and where solar would be compatible with an existing or intended use (e.g., stormwater detention basins).
- Promote public understanding and appreciation of habitat areas (e.g., alkali grassland preserve, east detention pond) through outreach materials, interpretive information, and tours.
- Support legislative efforts to provide credit and incentives for agricultural land preservation.

Tools for Measuring Progress

- City data on tree removal, planting, and condition
- Woodland Tree Foundation data
- Canopy cover measurements
- Tree inventories
- Voluntary resident reporting

Water and Waste

Summary

Strategy	Contribution to GHG Reduction Target
Water and Waste Objective 1: Reduce Per Capita Water Demand 25-30%	
W/W-1 Increased Water Conservation	*
Water and Waste Objective 2: Achieve 75% Landfill Waste Diversion	
W/W-2 Waste Diversion and Recycling	[open leaf]
Proportion of Total GHG Reduction Target	<0.5%

The delivery of water to community members requires energy at the municipal operations level for pumping and treatment. Water used indoors is discharged to the sanitary sewer system and then processed at the City's wastewater treatment facility. In addition, using hot water for washing dishes and clothes and showering requires the use of energy to heat the water. Therefore, reductions in water use can translate into reductions in energy consumption associated with both water delivery and wastewater treatment in municipal operations and energy use at the individual building level, with associated reductions in GHG emissions.

Solid waste contributes to GHG emissions mainly through its decomposition at landfills. GHG emissions associated with solid waste were not included in the calculations documented in the *CAP Technical Report* because the City does not control local landfill operations. Yolo County's climate action planning documents account for these emissions. Even though no waste-related GHG reductions are attributed to Woodland in this CAP, waste-reduction strategies are included in this section to address community members' concerns about Woodland's contributions to regional GHGs.

**Water and Waste Objective 1:
Reduce Per Capita Water Demand 25-30%**

Strategy W/W-1: Increased Water Conservation

UCD Bundle 23

GHG Reduction: 200 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 0.3%

Description: Actions to promote reductions in water use through water conservation awareness and techniques and the use of water-efficient fixtures.

Goals: 15% reduction in energy use associated with water and wastewater production, delivery, and treatment (200 MTCO₂e)

Actions:

- Encourage the creation of voluntary programs through public-private partnerships in which trained personnel perform home visits and implement a checklist of free or low-cost energy-efficiency measures, including installing low-flow showerheads and adjusting thermostats on hot water heaters, for low-income residents.
- Continue to promote water conservation through targeted leak-detection assistance, education on indoor water-conserving devices and practices, landscape water reduction guidance, web and printed materials, and workshops.
- Provide information on water use patterns and comparative water use in utility bills to help water users understand consumption patterns and adjust water use.
- Encourage the conversion of turf to low-water plantings in residential and commercial landscapes through workshops, tours, demonstrations, and literature.
- Work with real estate agents to provide new homeowners with information on energy and water efficiency tips and assistance programs and to promote using voluntary water audits that can be used in marketing properties.
- Continue to provide rebates for low-flow fixtures and other indoor and outdoor water-saving devices and to promote rebates and incentives provided by PG&E and others.
- Demonstrate the use of attractive, drought-tolerant native landscaping at City-owned properties, including transitioning street plantings from grass to water-efficient ground covers *or other drought-resistant plants*.
- Work with Yolo Energy Watch and other programs to educate the public about the connection between water use and energy use.

Water and Waste Objective 2: Achieve 75% Landfill Waste Diversion

Strategy W/W-2: Waste Diversion and Recycling

UCD Bundle 3

GHG Reduction: N/A

Percentage of Woodland's GHG Reduction Target: N/A

Description: Methods to reduce landfilled waste through reduction, reuse, recycling, and composting.

State law requires each local jurisdiction to divert at least 50% of its waste from landfills through reuse, recycling, and composting. Legislation passed in 2013 directed the state to achieve a 75% diversion rate for trash by 2020. The main methods for reducing waste are:

- Reduce – minimize waste
- Reuse – repurpose used materials
- Recycle – separate materials to be processed into new products
- Rot – compost organic waste

Actions:

- Work with multifamily complex managers to educate tenants about recycling, significantly increase multifamily waste diversion, and reduce contamination of recyclables.
- Continue to actively promote backyard composting.
- Encourage consumers to consider product life cycles when purchasing goods and to select those that will not eventually contribute to landfill waste.
- Establish residential and commercial programs for the collection of food waste for large-scale processing as compost or into biofuels.
- Encourage local retailers, manufacturers, and construction contractors to donate unused surplus materials and slightly damaged goods to charities that can reuse them, such as Habitat for Humanity ReStores.
- Continue to promote a high level of recycling of construction and demolition debris.
- Support the expansion of practical “extended producer responsibility” programs, which would require manufacturers to be responsible for their products that have reached the end of their useful life or that are left unused (e.g., unused pharmaceutical products), removing responsibility from local governments.
- Support policies to require reductions in packaging materials used for consumer products.

Tools for Measuring Progress

- City water production data
- City data on metered water consumption
- Waste hauler data
- State waste disposal records
- Data on extended producer responsibility programs

Public Involvement

Summary

Strategy	Contribution to GHG Reduction Target
Public Involvement Objective 1: Build Community Engagement in CAP Implementation	
PI-1 Citizen-Led Outreach	[open leaf]
PI-2 Outreach Materials and Activities	[open leaf]
PI-3 Recognition of Business Sustainability Efforts	[open leaf]
Public Involvement Objective 2: Measure CAP Implementation Progress and Adjust Actions as Needed	
PI-4 Mid-Point Check and Recommendations	[open leaf]
Proportion of Total GHG Reduction Target	N/A

The CAP GHG-reduction target is an ambitious one that will take a concerted community effort to achieve. The success of most of the CAP strategies will depend on the combined actions of a great many individuals. Community engagement on the scale that is needed for success will require reliance, in part, on an effort driven by community members to educate and inspire other community members.

Although public involvement is critical to successful CAP implementation, no GHG-reduction totals are presented in connection with the strategies presented in this section because they are already accounted for in relation to strategies and actions in other CAP focus areas that are driven forward through public involvement.

Public Involvement Objective 1: Build Community Engagement in CAP Implementation

Strategy PI-1: Citizen-Led Outreach

UCD Bundle 1C

GHG Reduction: N/A

Percentage of Woodland's GHG Reduction Target: N/A

Description: Establishment of a citizen-led outreach effort that will spearhead public education efforts on climate change and CAP implementation strategies.

Actions:

- Establish a self-motivated citizen committee/group that will lead the development and implementation of public education and outreach efforts to support the implementation of selected CAP strategies in coordination with the City, including public forums and community challenges.
- Provide funding support for efforts of the citizen committee/group that are directly related to achieving CAP goals.

- Encourage integration of activities and outreach efforts of the citizen committee/group with City events and activities.
- Expand City CAP outreach through social network connections of the committee/group, and encourage the use of social media for sharing ideas about community sustainability.

Strategy PI-2: Outreach Materials and Activities

UCD Bundle 1C

GHG Reduction: N/A

Percentage of Woodland's GHG Reduction Target: N/A

Description: Creation and dissemination of materials that provide an overview of climate change, GHG-reduction guidance, and CAP implementation information.

Actions:

- Maintain an informational website that provides tools and resources related to climate change science and related technologies, the CAP and *CAP Technical Report*, and regularly updated information on CAP implementation progress.
- Create a “guide to low-carbon living in Woodland” for the City website that provides information on lowering energy use and energy costs; alternative transportation opportunities for city residents, including multi-modal transportation options, transit information, and health and safety benefits; and other information about overall community sustainability.
- Produce a “Frequently Asked Questions” document on CAP implementation and update as needed based on ongoing input.
- Provide information about the CAP at City facilities that have high community use (City Hall, Community and Senior Center, Library) and distribute to community groups and schools.
- Maintain a mailing list and social media feeds that alert subscribers to updated information.
- Partner with community groups to hold forums, fairs, and/or workshops focused on climate change and CAP implementation.
- Provide regular updates on CAP implementation to the City Council.

Strategy PI-3: Recognition of Business Sustainability Efforts

UCD Bundle 1C

GHG Reduction: N/A

Percentage of Woodland's GHG Reduction Target: N/A

Description: Recognition of efforts by businesses to implement best sustainability practices.

Actions:

- Work with the Chamber of Commerce, PG&E, service clubs, and other organizations to promote participation in the Sacramento Area Sustainable Business program or other similar “green practices” certification programs.
- Consider establishing a local rewards program for sustainable practices with the Chamber of Commerce, PG&E, and other organizations.

**Public Involvement Objective 3:
Measure CAP Implementation Progress and Adjust Actions as Needed**

Strategy PI-4: Mid-Point Check and Recommendations

UCD Bundle: N/A

GHG Reduction: N/A

Percentage of Woodland’s GHG Reduction Target: N/A

Description: Evaluation and adjustment of CAP implementation actions as needed.

Actions:

- With community stakeholders, conduct a mid-point (2017) check on progress toward the CAP goals and the overall GHG-reduction target.
- If it is found through the mid-point check that sufficient progress is not being made in CAP implementation, develop a set of additional actions to be implemented from the Additional Actions menu.

Tools for Measuring Progress

- Participation in CAP-related public events
- Number of CAP website visits
- Social media input and other direct citizen feedback
- Business participation in certification programs
- Results of mid-point progress check

Municipal Operations

Summary

Strategy	Contribution to GHG Reduction Target
Municipal Operations Objective 1: Incorporate Sustainable Practices into All City Operations	
MO-1 Internal Policies	[open leaf]
MO-2 Purchasing and Contracting	[open leaf]
Municipal Operations Objective 2: Reduce Emissions from Municipal Electricity Use by 80% or More	
MO-3 Increased Energy Efficiency and Use of Renewable Energy	*
Municipal Operations Objective 3: Reduce Vehicle Fleet and Employee Commute Emissions	
MO-4 Increased Use of Alternative-Fuel and Fuel-Efficient Vehicles	*
MO-5 Reduced Motor Vehicle Use	*
Proportion of Total GHG Reduction Target	3.5%

Municipal operations that result in GHG emissions include using power to operate City buildings, including the 24-hour operations of the Police Station; lights at sports fields; streetlights and signals; wells; wastewater treatment processes; and stormwater pumps. Vehicles and equipment used in daily operations are sources of direct emissions. The strategies and actions in this section address these main sources as well as the establishment of City policies related to GHG reduction. Although these policies are important to the success of other actions in this CAP, to avoid double-counting of GHG-reduction benefits, no GHG reductions are directly attributed to them here.

See also Urban Forest and Open Space for all tree-related strategies and actions.

**Municipal Operations Objective 1:
Incorporate Sustainable Practices into All City Operations**

Strategy MO-1: Internal Policies

UCD Bundle: N/A

GHG Reduction: N/A

Percentage of Woodland's GHG Reduction Target: N/A

Description: Integration of CAP implementation into City operations.

Actions:

- Educate City staff in ways to promote public interest in meeting CAP goals.
- Evaluate internal policies and procedures and revise as needed to reflect best practices to ensure that appropriate GHG-reduction elements are included.
- Ensure the integration of energy efficiency and GHG reduction considerations into all City projects.
- Ensure that City commissions and citizens committees consider the goals of the CAP in their activities, decisions, and recommendations.

Strategy MO-2: Purchasing and Contracting

UCD Bundle 14

GHG Reduction: N/A

Percentage of Woodland's GHG Reduction Target: N/A

Description: Integration of CAP goals into purchasing and contracting procedures.

Actions

- Ensure that all departments implement the City's Environmentally Preferable Purchasing Policy.
- Provide a credit or other incentive for proposals or firms submitting bids that reduce overall GHG emissions through design, materials, operation, or maintenance of infrastructure.

**Municipal Operations Objective 2:
Reduce Emissions from Municipal Electricity Use by 80% or More**

Strategy MO-3: Increased Energy Efficiency and Use of Renewable Energy

UCD Bundles 15 and 16

GHG Reduction: 1,800 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 3%

Description: Implementation of energy-efficiency measures, energy-efficient technologies, and renewable energy projects.

Goals:

- 80% reduction in electricity use from the 2020 projection of 2,300 MTCO₂e (1,800 MTCO₂e)

Actions:

- Install or procure renewable energy for all major City facilities.
- Convert street lights, path (park) lights, traffic signals, and other outdoor lighting to LEDs where possible.
- Conduct audits/assessments of energy efficiency of City buildings and energy use practices of staff and adjust where feasible and practical through retrofits, upgrades, or behavioral changes.
- Ensure maximum efficiency of equipment and processes used in water and wastewater systems.
- Reduce reliance on potable water supply by expanding the distribution and use of recycled water (treated wastewater) to industrial uses and landscaped areas.
- Require development site designs that reduce stormwater runoff through the use of retention basins and LID practices, including tree planting, bioswales, and permeable pavement where appropriate, to reduce the future need for increased stormwater pumping.
- Optimize efficiency of irrigation systems for parks and other public landscaped areas.

**Municipal Operations Objective 3:
Reduce Vehicle and Equipment Emissions**

Strategy MO-4: Increased Use of Alternative-Fuel and Fuel-Efficient Vehicles

UCD Bundles 18 and 21

GHG Reduction: 200 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 0.3%

Description: Partial conversion of City fleet to vehicles with lower GHG emissions, and adherence to vehicle idling regulations.

Goals:

- Replacement of 30 gasoline vehicles with 5 EVs and 25 hybrids, and replacement of 10 diesel vehicles with vehicles using CNG, biodiesel, or E85 (200 MTCO₂e)

Actions:

- To the extent feasible and practical, replace passenger vehicles and light-duty trucks in the City fleet with alternative-fuel vehicles or smaller, fuel-efficient vehicles as they become due for replacement.
- Replace utility vehicles and equipment with alternative-fuel models where feasible and practical.
- Install equipment at City facilities that can be used for charging City and employee EVs.
- Educate City field crews and equipment operators about heavy equipment idling limitations in state law, and ensure that the limitations are followed.

Strategy MO-5: Reduced Motor Vehicle Use

UCD Bundle 21

GHG Reduction: 100 MTCO₂e

Percentage of Woodland's GHG Reduction Target: 0.1%

UCD Bundle 21

Description: Measures to reduce employee commute and work trips.

Goals:

- 70 employees ride-sharing and 40 riding bicycles to work or during work, and travel to meetings is reduced (100 MTCO₂e)

Actions:

- Participate in the Yolo Transportation Management Association to provide incentives to employees for reducing commute trips by biking or walking to work and guarantee employees a ride home in case of emergency.
- Establish a shared bicycle program for employees to use for work-related local travel.
- Provide secure bicycle parking facilities at City facilities for staff and public use.
- Use web-conferencing for meetings where possible to reduce travel.
- Consider providing opportunities for employee telecommuting and alternative work schedules (e.g., 9/80 schedules) that reduce work commute trips.

Tools for Measuring Progress

- Purchasing records and department self-reporting
- GHG-reduction provisions in contracts with outside contractors or service providers
- Yolo Transportation Management Association program participation
- City energy use records
- Annual inventory of GHG emissions from vehicle use and other sources

Additional Actions

The following is a menu of potential actions to implement if a mid-point (2017) check on CAP implementation progress determines that insufficient progress is being made toward the GHG-reduction target.

Energy

- Implement building standards that exceed Title 24 through, such as:
 - ✓ A cap on amount of energy that particular building types and sizes can use annually
 - ✓ A cap on the amount of energy a building can use regardless of size
 - ✓ A package of prescriptive measures
 - ✓ A green rating system
- Require all new construction to include renewable power.
- Require all new construction to be carbon neutral by 2025.
- Require businesses to undergo an energy audit or demonstrate at least a 20% energy reduction over the most recent three years.
- Require businesses to or energy audit will be required for renewal of business license.
- Require point-of-sale demonstration of energy-efficiency improvements when properties are sold.

Transportation and Land Use

- Require employers with 20 employees or more to actively participate in Yolo Transportation Management Association to reduce employee passenger-vehicle commute trips
- Prohibit the construction of new drive-through restaurants and services.
- Provide a bicycle-share service for residents.
- Work with Yolo County Transportation District to establish short-distance shuttle-bus routes in Woodland.

Urban Forestry and Open Space

- Accelerate the target deadline for reaching a tree canopy coverage of 25% to 2028 and increase annual tree planting goals accordingly.

- Require denser tree planting to achieve a 60% tree canopy cover in new or rehabilitated parking lots without solar installations where the cover would not interfere with safety lighting requirements.

Municipal Operations

- Purchase green certificates or GHG credits.

Appendix: All Community Suggestions as of August 31, 2012

Energy

New construction

Require attic radiant barrier insulation on all new construction that is not part of the title 24 mandated insulation calculations; it would bring most attics up to R-50+.

Require all new construction to incorporate 18-inch rafter tails above south and west windows to increase shade and reduce heat-producing solar gains.

Cool roofs on all new construction.

Set a date for zero carbon footprint in new homes and commercial buildings.

Adopt energy-efficiency standards for new construction.

Energy audits and retrofits

Require older homes/businesses to become more energy efficient, and consider making low-interest loans available for upgrades.

If a mandatory energy-efficiency policy is adopted, it should apply to all properties, including those that were built before 1978, rather than using property sale as a trigger. Form an AB 811 voluntary assessment district to provide a funding mechanism for energy-efficiency improvements.

Program for retrofitting energy efficiency in existing buildings - insulation, appliances, lighting, etc.

Encourage the creation of voluntary programs through public-private partnerships such as Acterra's Green@Home Program in Palo Alto, a partnership among the city, neighborhood associations, utilities and environmentalists. Trained volunteers do home visits, install CFLs, turn down thermostats on hot water heaters, install electronic thermostats and go through a 20-point checklist on ways the homeowner can increase water and energy efficiency.

With PG&E, develop an energy audit program for businesses that is tied to the city's business license program or is voluntary and promoted as a marketing tool for landlords. Create a repository for energy audit reports, searchable by property, to help with marketing of properties.

Expand energy efficiency programs.

Encourage commercial and residential uses to accomplish energy-use footprint/inventory and create reduction strategies.

Alternative building energy

Encourage solar and wind installations.

Encourage city and commercial businesses to use solar panels for power.

Move toward a requirement or strong incentive to place photocells on homes and businesses.

Rooftop solar on residential homes, apartments, etc. and commercial (private) buildings.

New construction - solar

Require increasing percent of solar in new construction, both homes and commercial, with final goal being 100% of new construction to have solar.

Solar required on all new homes or in new home developments.

Solar ready homes.

Solar water heaters

Solar water heater incentives.

Solar water heaters for all!

Solar hot water heaters required on new commercial/residential development.

Solar water heaters available.

Encourage solar hot water heater installations and or tankless/Point of Use hot water heaters for residents and businesses through rebate programs and negotiated purchases with manufacturers to utilize the economy of scale to reduce prices.

Large solar arrays

Require solar on all new parking lots.

Work with PG&E to install solar panels over car lots for auto dealers or other large parking lots that lack shade trees. By shading the sales lot, people will be more comfortable while browsing through a lot of new cars during the heat of the summer and shielded from rain during the rainy season.

Work with PG&E to install solar panels on big box stores. These large horizontal surfaces could be put to beneficial use by having solar panels. Installing panels on the roof will benefit the store by shading the roof and therefore reducing the need for cooling the store in the summer.

Have community solar facilities within Woodland. Allow apartment and other residents who can't have solar to participate in community solar.

Conduct feasibility study for a city solar farm on city-owned property. Contributions for construction could be subsidized by subscription by interested homeowners. Participants would share in the benefits of generated electricity, including offsets to their electric bill. This will enable homeowners whose homes are not optimally configured for solar panels to invest in solar electricity and share the benefits. A city-

owned solar farm could also be used to generate electricity for ball field lighting and other municipal uses.

City facilities and operations

Require solar panels for shade structures in City-operated facilities, including parking lots.

Sewer system solar farm.

Install solar generation panels on Community Center roofs.

Upgrade City structures with double-pane windows.

City - Verify SEER rating of City AC units and, if below 14, consider replacement.

Take advantage of PG&E subsidies for HVAC maintenance contracts in city buildings.

Include demonstration installations at parks, shopping centers, etc.

Lighting

Perform a comparative analysis of the modern ball field lights at Lee School and the existing lights at Clark Field. Upgrade the Clark Field light plant as needed to improve efficiency.

Change city sign rules to encourage LED signs.

Require certain percent of all lighting to come from natural light in buildings.

Landscaping equipment

Incentives to change from gas to electric lawn equipment (battery).

Incentives for commercial lawn care business to switch to electric.

Some reward for using electric/battery-powered lawn mowers.

Encourage commercial landscapers to switch from mow and blow to rake and sweep.

Permits and fees

Building permits cheaper for energy-efficient new construction - and much more expensive for those that are not.

Tax on gasoline.

Permit process that expedites energy-conserving improvements.

Adopt fees that encourage energy conservation.

Other

Encourage PG&E to make more data available to homeowners from Smart Meters, such as real-time energy usage data.

Suggest Pacific Coast Producers consider a small cogen that would power the operation and provide hot water for preheating existing heating sources.

Promote radio use over television.

Transportation

Biking and walking

More bike paths and green belts.

More green belts: Create a whole secondary circulation system to get people out of, and away from, their cars.

Make East Main Street walkable and bikeable.

Improve downtown alleys to encourage walking and biking.

Make the downtown area more attractive for walking/bicycling.

Ensure that busy streets have safe pedestrian and bike crossings.

Provide walking and bike routes to destinations such as malls, theaters, etc.

Increase pedestrian safety and accessibility.

To encourage walking, put signs in walking areas stating how far different destinations are.

Make Main Street walkable: (a) All intersections have walk buttons to activate; (b) All intersections 4-way to encourage slow driving, increase business, and walking.

Encourage pedestrian activity between downtown and nearby residential areas through reform of the downtown traffic pattern: 4-way stop signs, diagonal parking, enhancement of public space through streetscape improvements and promotion of a city square.

Work with the Historic Woodland Downtown Business Association and the Chamber of Commerce to create a Park & Walk zone in the downtown.

Work with school districts to encourage walking kids to school rather than driving kids to school.

Stop driving kids to school.

School busing in town is now being eliminated due to budget cuts. This is an opportunity to return to bicycle riding or walking to school.

Require measures to increase biking/bikability. Include: (i) Increased bike lanes (high class - esp. Class A) within the city, (ii) Complete off-road bike path between Woodland and Davis, (iii) Safe routes to schools, (iv) Bicycle safety instruction.

Make our streets bikeable! - Designated bike paths, more bike parking and air stations, more 4-way stops and traffic calming, parallel streets one-way (e.g., Third and College), safe bike crossings.

Create bikeway along south side of town as part of new water project (necessary to put in new water infrastructure to get water to southwest part of town).

Bike path between Davis and Woodland.

Where's the bike path between Woodland and Davis?

Non-road bike path to Davis.

Make bicycling safer.

Better bike lanes and bike paths to make the town more bike friendly.

Create more bike-friendly travel lanes to improve biking safety.

Improved bike paths - more green belt/bike pathways to work and shopping areas.

Create bike routes around town to foster the use of bicycles.

Bike lanes.

Bike-safe streets (lanes everywhere).

Bike friendly - reconfigure one-way streets.

Make Woodland more bike friendly.

Dedicated bike paths.

Create true off-street bike lanes.

Make Woodland more bike friendly by installing more bike lanes and more racks.

Provide more bicycle racks at retail to encourage bicycling.

Bike racks required at commercial facilities.

Recycle bikes that are dropped off at the dump.

Create community programs to encourage bicycle recycling.

Have how-to workshops for bike repairs.

Reward bike riders \$\$ from gas-guzzler cars.

Incentives for seniors to buy 3-wheeled bikes.

Bike helmet give-away or discount to encourage bike use.

Encourage Woodland elementary and junior high bicycle days.

Promote an economic development collaboration with Davis for development of a bicycle trailer that can function like a car trunk for secure storage of items.

Create a non-profit bicycle lending organization to operate with municipal assistance.

Mass transportation

Light rail: Woodland to Sacramento. Amtrak: Woodland to Davis.

Bus routes that connect easily to other public transport - i.e., one directly to Amtrak in Davis.

Provide more public transit/buses.

Additional bus routes that connect with shopping areas (especially at edges of town!).

More public buses and routes and frequency.

Redevelop bus routes & bus size to maximize use.

Prioritize on basis of cost effectiveness.

More “express” bus routes into Sacramento, at more varied times.

Increase bus route variety.

Promote mass transit use!

Fund school buses.

Resume bus service for school kids to provide alternative to parents driving their kids to school.

Community shuttles to supplement buses.

As our population ages, we will need some ways to help elders with shopping - shuttles for group trips?

How about churches? Lots of traffic on Sunday mornings.

Other vehicle trip reduction

Reduce duplicate traffic of public safety vehicles - one call often equals 4-5 vehicles.

Encourage & reward carpool participants.

Encourage less driving (organize city-sponsored bike fairs, alternative transport BBQ, etc.).

Raise awareness - public relations campaign to encourage walking, biking, bus taking for doing errands, going to work, etc.

Constrain or reduce parking.

Increase connectivity for all modes of transportation.

Have Zipcars (or something like that) to encourage people to reduce the number of vehicles they own.

Public fleets

More electric vehicles for park and school maintenance.

Encourage more alternative fuel usage for city partners or public safety vehicles (if available).

City - buy smaller vehicles instead of hybrids. Use hybrids only if the vehicle gets high use.

Idling reduction

Time lights on Main Street.

Identify techniques to keep cars moving rather than idling at stop signs or lights. Introduce roundabouts.

More traffic circles rather than 4-way stops.

Electric vehicles

Find and encourage electric vehicle dealerships to locate in Woodland, provide incentives - i.e., reduce or eliminate city sales and property taxes for these businesses. Electric cars, trucks, bikes, scooters, etc.

Electric car-charging stations.

Electric bus transportation to UCD.

Electric Vehicle charging stations throughout the city.

Provide 'priority parking' for NEVs (Neighborhood Electric Vehicles) at businesses and on public streets.

Land Use

Compact and mixed-use development

More mixed-use development where possible to reduce vehicle trips.

Increase development density (especially along major transit routes).

Compact mixed-use transit-oriented development.

Revise commercial zoning to encourage development where residents get “what they need” nearer to home.

Increase residential density in the downtown area – i.e., change zoning to encourage apartment units above commercial buildings.

Encourage housing above retail (mixed use) to reduce travel.

Encourage TRUE mixed use (housing over/near commercial, retail, public amenities).

Incentivize high-density development and integrate related policies into an updated general plan housing element.

Commercial

Create an innovation center as part of Woodland Business Park in northeast part of town.

Put a grocery store on south side – e.g., at the mall.

Develop downtown rather than relocating core business area.

Infill/redevelopment/centralization

Infill development.

Build homes on vacant lots and not outside of town on farmland.

City policy to redevelop first. All incentives go to redevelopment. Decreased sprawl-related issues of export and water/waste movement.

Reduce periphery development. Especially retail development since this would reduce long-distance trips.

Encourage conversion of “poor” commercial centers to compact residential.

Enforce the urban limit line (treat it as a long-term growth boundary, not a build-to line).

Encourage businesses to have centralized locations rather than building on the edges of town.

Encourage retail development in central areas of city (downtown) to help decrease trip length and encourage use of alternative forms of transportation, like biking and walking.

Emphasize infill, especially near existing or planned public transit corridors – i.e., Transit Priority Areas within ½-mile walking distance to transit.

Redevelop West Woodland to shorten the average trip time for residents.

Shift housing development to smaller dwellings.

Promote and enhance neighborhood commercial uses within both new and infill developments.

Transit-oriented development

Discourage auto-centric development.

Plan all new development with bus routes.

Promote and enhance public transportation, such as YoloBus.

Energy-efficiency policies

Update the zoning ordinance to provide standards for energy-efficient development.

Look at industrial and commercial uses and development for energy-efficiency improvements; these types of land use can be a much greater source of pollution and energy consumption and therefore have the potential to achieve a much greater savings than housing.

Provide incentives for live/work business licenses.

Non-building land uses

Designate land for community gardens in new high-density developments.

Community gardens in vacant lots.

Put aside some land within the city for present and future renewable energy. Could be solar, biomass, some as yet undetermined method – Don’t fill it all in with houses and buildings.

Discourage installation of solar panels in place of vegetation. Green space helps to prevent climate change by removing CO₂. Installing solar panels where vegetation would otherwise exist are not as beneficial as solar panels over buildings or other hardscapes.

Other

Increased tree canopy

Increase the requirements for tree coverage in parking lots.

Plant and maintain trees in all currently unplanted street medians.

More trees.

Work with Woodland Tree Foundation to promote the City tree rebate program to increase the number of street trees.

Be proactive in encouraging homeowners to plant trees in planting strips.

Require all new home construction to include 2 shade trees per home on the east, west, or south face of the home to provide the most energy savings.

Increase the requirements for street trees to shade asphalt and parked cars – cooler cars produce lower emissions, shaded asphalt requires less maintenance.

Allow companies to plant trees as a means of carbon offset or donate funds to support Yolo County tree programs such as Woodland Tree Foundation, Sacramento Tree Foundation, City tree operations, Yolo RCD, etc.

”City of Trees” should redouble its 70-year-old tree-planting program; City and Chamber should promote.

Increase tree canopy to 40-50% of community (land mass) (recent city “canopy study” indicates 14% canopy).

Partner with PG&E and Woodland Tree Foundation on major shade-tree program for homeowners to reduce energy consumption.

City should heavily promote its \$75 tree rebate program.

More tree canopy will encourage more people to walk & ride bikes, reducing car trips and greenhouse gas emissions.

Improve and fund Code Enforcement efforts for landscape and tree plantings in commercial developments.

Become the best “Tree City” in California.

Plant City surplus property in trees (Woodland Tree Foundation would donate some materials and labor).

Focus on maintenance of mature trees that already provide energy benefits vs. planting new trees that will provide no benefit for many years.

Tree planting for both cooling and sequestration of greenhouse gases.

Adopt urban forestry program to sequester carbon in growing trees.

Increase tree canopy: (a) Maintain current trees, (b) Plant and maintain new trees, (c) Design parking lots better to provide shade and/or solar energy, (d) Encourage trees growing near residences to increase shade and decrease air conditioning needs.

Adopt urban forestry.

Explore adopting urban forestry program to sequester carbon and selling of emissions offsets when cap and trade program is adopted.

Water-efficient landscaping

Transition street plantings from grass to water-efficient ground covers such as *Myoporum parvifolium* or other drought-resistant plants to reduce water and maintenance.

Require all city trees and plantings to be water wise, preferably California natives.

Master tree list should be more appropriate for our climate. Why are redwoods recommended?

Allow people to remove large, grassy lawns and replace with appropriate low-water using plants and shrubs.

In all new construction, only allow XXX% of landscaping to be grass.

Reduce water usage and energy associated with water pumping by emphasizing native landscaping (drought-tolerant) at city-owned property. [This suggestion was seconded.]

Water conservation to reduce energy use. Use of low-water-use landscaping or irrigation efficiency and plant selection.

Other water conservation and reuse

City and school irrigation improvements.

Require purple pipes to be installed in all new construction.

Begin the process of how to use this better (2016) water as gray water.

Use recycled and gray water for irrigation.

New construction to include wise use and recycling of gray water.

Rainwater capture: Require certain percentage of all water in new buildings to come from rainwater capture.

Wasted shower water plumbed directly to toilets and landscape irrigation.

Reduced stormwater pumping

Require permeable materials in all new parking lots.

Use permeable paving such as pavers on sand, in street repairs at crosswalks and elsewhere.

Maximize plantings in storm water basins.

Encourage city and commercial buildings to install roof gardens.

Incentives for energy- and water-efficient practices

Find a way to link valuation of homes to how much water is needed to maintain the landscape.

Conduct voluntary water-audit programs and issue a certificate upon completion to property owners that can be used in marketing a property.

Real estate agents and Chamber of Commerce create programs to promote the green certified program and help businesses become certified.

Use permit streamlining, reduced fees, and other inducements to encourage voluntary adoption of green building standards, such as LEED and Build It Green, and to realize energy-efficiency goals.

Expedite and reduce permit cost for south and west patio covers that shade windows or interior walls as well as low-e window replacements.

Allow development fee offsets for additional insulation in new construction.

Waive permit fees for additional insulation in new construction.

Streamline approval process for facilities and projects that will result in reduced greenhouse gas emissions.

Offer incentives for City departments that reduce energy use by a specified amount (5, 10, or 15 percent).

Waste reduction

Encourage more residential composting.

Encourage composting.

Green waste composting.

Ban plastic bags.

Buy local

Provide economic development money for more stores on Main Street; diverse good to sell!!

Woodland scrip to encourage local purchases.

Encourage consumption of locally produced goods, services, food and fiber to reduce “miles travelled to the market” by providing on-line “shopping tool.” “Woodland scrip”?

Emphasize purchase of locally produced products, especially food.

Energy-upgrade financing

Allow homeowners to pay off solar installation through a surcharge on their property tax assessments or utility bills to spread out the cost over a number of years and ease the financial burden.

Education

Raise awareness about the need to promote alternative transportation modes: Ask community leaders to announce in public forums “in an effort to help reduce CO2 emissions, I biked/walked/rode the bus/car pooled to this meeting today.” Tie it to doing a civic duty to help the community. Encourage the newspaper to write about this. Hand out stickers (similar to “I voted”) to all who used alternative transportation. Hand them out at shopping centers, etc.

Include school district to look at education and projects for K-12 regarding CO2 projects. Additional classroom outreach to teach children sustainable life principles.

Education (posters) (speakers) at schools, Fourth of July. Make it a patriotic thing to use less fossil fuels. [This suggestion was seconded.]

More workshops on drought-tolerant plants.

Miscellaneous

Encourage drive-through restaurants to reconfigure procedures: From the car, you place an order, pay the bill, and take a number; then, park and wait for the food to be brought to you in a special waiting area.

Do away with fireworks and the associated pollution.

We seriously have to crack down on 'gross polluters' - autos that have either had their catalytic converters removed or on which maintenance is not being done. Same goes for landscaping equipment, especially leaf blowers.

Developer fees to pay for bike routes, bus lines.

Reduce population.

Stop voting for politicians who support energy wars.

Restore existing buildings instead of removal and replacement.

Create community gardens to promote healthy living, organic micro farming and community involvement.



Climate Action Plan

EXECUTIVE SUMMARY

Introduction

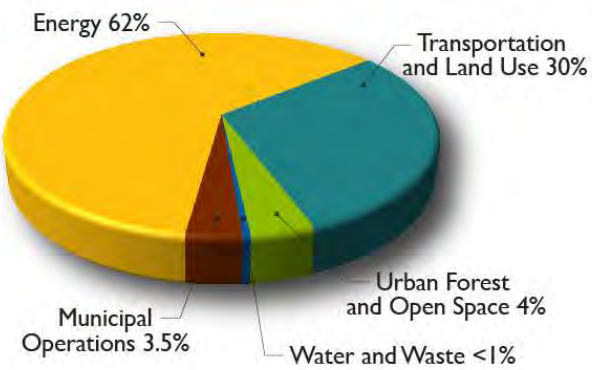
The City of Woodland Climate Action Plan (CAP) presents a set of community-generated strategies formulated to guide the City, its residents, and local businesses in reducing Woodland’s contributions to greenhouse gas (GHG) emissions consistent with state goals. Specifically, the strategies are aimed at reducing community GHG emissions by 2020 to a level that is 15% below Woodland’s 2005 GHG level.

Woodland’s GHG Calculation and Reduction Target

The foundation for the CAP is the *City of Woodland Climate Action Plan Technical Report*, which was prepared by the Sustainable Design Academy of the University of California, Davis in November 2012. The report contains substantial background documentation, including detailed GHG emissions calculations for 2005 and emissions projections for 2020. The report identifies Woodland’s 2020 GHG reduction target as **60,000 metric tons of equivalent carbon dioxide (MTCO_{2e})**.

No single category of GHG reduction measures will meet this target. For example, to meet this target,

some 4 million incandescent bulbs would need to be replaced with compact fluorescent lights, or more than 10,000 gas-fueled vehicles would need to be replaced with electric vehicles. The plan therefore consists of a blend of strategies, as shown below.



Woodland’s GHG Reduction Strategies

The CAP approach was developed based on public input from community workshops and stakeholder meetings. The plan for meeting Woodland’s 2020 GHG reduction target relies mostly on strategies that can produce the greatest short-term progress: reducing energy use, using renewable energy, reducing passenger vehicle use, converting to alternative-fueled vehicles, and increasing tree canopy. Land use planning strategies are essential to influencing lifestyles and travel modes and support transportation-related GHG reductions. Public involvement is critical to CAP implementation success, but no GHG reductions are directly attributed to public involvement because they are accounted for in other focus areas.

The CAP strategies are organized into six focus areas. Each includes overarching objectives, strategies for achieving each objective, and implementation actions for each strategy. “The Key” (box at left) explains the symbols used in the summary of objectives and strategies below.

The Key

GHG Reduction (MTCO _{2e})	% of Woodland Reduction Target	Symbol
1-3,000	0-5%	
3,000-6,000	5-10%	
6,000-9,000	10-15%	
9,000-12,000	15-20%	
> 12,000	> 20%	
Important to overall CAP success, but not quantifiable		

Energy

Much of the progress toward meeting Woodland's 2020 GHG reduction target can be achieved through individual actions to reduce energy demand and increase the proportion of energy obtained from renewable sources. Many factors are making it possible to achieve significant immediate reductions in energy-related GHGs: rapidly improving technologies; availability of more energy-efficient building materials, lights, appliances, and equipment; and financing mechanisms, such as PACE programs, providing for greater affordability of improvements. The following strategies, if fully implemented, would reduce community GHG emissions by 37,400 MTCO₂e.

OBJECTIVE 1: Reduce Energy Use by One-Fourth to One-Third

E-1	Lighting Upgrades	
E-2	Appliance/Equipment Upgrades	
E-3	Comprehensive Building Efficiency	
E-4	Improved Building Temperature Controls	
E-5	Energy Conservation Education	

OBJECTIVE 2: Obtain 40 MW of Electricity from Renewable Sources

E-6	Renewable Energy Generation and Procurement	
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Transportation and Land Use

The two major approaches to reducing transportation GHG emissions are reducing motor vehicle use and replacing gasoline and diesel vehicles with low-emission or zero-emission vehicles. Transportation and land use strategies for GHG reduction are closely linked because of the influence land use policies can have on types, rates, and patterns of growth; the distances people travel for essential services; and the ease or difficulty of different modes of travel. Land use and transportation infrastructure choices that promote convenience of pedestrian, bicycle, and transit travel and that situate residents in proximity to workplaces, goods and services, and recreational opportunities are essential to reducing GHGs from motor vehicle use. The following strategies, if fully implemented, would reduce community GHG emissions by 18,000 MTCO₂e.

OBJECTIVE 1: Implement Land Use Policies to Support Reduced Motor Vehicle Use

T/LU-1	Complete Streets Program	
T/LU-2	Infill Development, Redevelopment, and Repurposing	
T/LU-3	Smart Growth in New Development	

OBJECTIVE 2: Reduce Vehicle Trip Mileage and Equipment Idling Emissions by 1%

T/LU-4	Reduced Motor Vehicle Trips	
T/LU-5	Increased Mass Transit Use, Walking, and Bicycling	
T/LU-6	Reduced Emissions from Vehicle Idling and Other Equipment	

OBJECTIVE 3: Replace Gas and Diesel Vehicles with Alternative-Fuel Vehicles

T/LU-7	Increased Use of Alternative-Fuel Vehicles	
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Urban Forest and Open Space

With proper species selection, placement, and management, trees can help reduce GHG emissions by shading buildings, which reduces the need for air conditioning; shading pavement and reducing “heat island” effects; insulating buildings from cold winds; capturing and storing atmospheric carbon dioxide; and using solar energy to convert moisture to water vapor, resulting in cooler air. The following strategies, if fully implemented, would reduce community GHG emissions by 2,300 MTCO₂e.

OBJECTIVE 1:

Increase Tree Canopy by 50% by 2020

UF-1 Urban Forest Management Plan



UF-2 Increased Tree Planting



UF-3 Maintenance of Existing Trees



UF-4 Public Education



OBJECTIVE 2: Maintain and Enhance Open Space Environmental Values

UF-5 Open Space Preservation



Water and Waste

Reducing water use at the tap reduces the energy used by the City for water pumping and treatment and wastewater treatment, as well as the energy used to heat water in homes and businesses. Solid waste contributes to GHG emissions through decomposition at landfills. GHG emissions from Woodland’s landfill waste are accounted for by Yolo County and are not quantified in the City’s CAP. However, waste-reduction strategies are included to address Woodland’s contributions to regional GHGs. The following community strategies, if fully implemented, would reduce GHG emissions by 200 MTCO₂e.

OBJECTIVE 1:

Reduce Per Capita Water Demand 25-30%

W/W-1 Increased Water Conservation



OBJECTIVE 2:

Achieve 75% Landfill Waste Diversion

W/W-2 Waste Diversion and Recycling



Public Involvement

The success of most of the CAP strategies will depend on the combined actions of a great many individuals. Community engagement on the scale that is needed for success will require reliance, in part, on an effort driven by community members to educate and inspire other community members.

OBJECTIVE 1: Build Community Engagement in CAP Implementation

PI-1 Citizen-Led Outreach



PI-2 Outreach Materials and Activities



PI-3 Recognition of Business Sustainability Efforts



OBJECTIVE 2:

Measure CAP Implementation Progress and Adjust Actions as Needed

PI-4 Mid-Point Check and Recommendations





Municipal Operations

Municipal operations that generate GHG emissions include the use of gas and diesel vehicles and equipment and the use of power to operate City buildings, lights at sports fields, streetlights and signals, wells, wastewater treatment processes, and stormwater pumps. Strategies are provided to address these sources as well as City policies and procedures. The following strategies, if fully implemented, would reduce the City's GHG emissions by 2,100 MTCO₂e.

OBJECTIVE 1: *Incorporate Sustainable Practices into All City Operations*

MO-1 Internal Policies



MO-2 Purchasing and Contracting



OBJECTIVE 2: *Reduce Emissions from Municipal Electricity Use by 80% or More*

MO-3 Increased Energy Efficiency and Use of Renewable Energy



OBJECTIVE 3: *Reduce Vehicle Fleet and Employee Commute Emissions*

MO-4 Increased Use of Alternative-Fuel and Fuel-Efficient Vehicles



MO-5 Reduced Motor Vehicle Use



Adaptability in CAP Implementation

The CAP is meant to be a guide to an evolving, rather than a static, plan of action. The specific activities needed to successfully achieve the community's GHG reduction target may change or expand as new technologies and policies develop and also as Woodland undergoes changes over time.

An important element of the CAP is a mid-point (2017) assessment of progress (Public Involvement Objective 2). If the assessment finds that sufficient progress is not being made toward achieving the 2020 GHG-reduction target, further actions will be selected for implementation from a menu provided in the CAP.



To be effective, CAP implementation will require a high level of public engagement. A linchpin of plan implementation is the formation of one or more self-motivated community groups that will partner with the City to develop and implement outreach efforts aimed at achieving specific goals outlined in the CAP. The City looks forward to the continued community momentum in working toward our common goal of supporting an environmentally and economically sustainable, vibrant, healthy Woodland.

For More Information

Woodland CAP:

- City of Woodland:
www.cityofwoodland/envirowoodland

Climate change science and planning:

- U.S. EPA: www.epa.gov/climatechange/
- State of California: www.climatechange.ca.gov/
- UCD: climatechange.ucdavis.edu/

Legislation Text

File #: 14-176, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Introduction of Ordinance Establishing Council District Elections to be Submitted to the Voters on the November 2014 Ballot

Recommendation for Action: Staff recommends that the City Council:

- 1) Introduce, and waive the first reading of an Ordinance Adding Article II to Chapter 27, Elections, to the Woodland Municipal Code Relating to Election of City Council members by District, and
- 2) Direct staff to prepare a resolution calling an election to place the ordinance before the voters at the November 2014 General Election

Staff Contact

Paul Navazio, City Manager - (530) 661-5800, paul.navazio@cityofwoodland.org

Council Goal

Governance/Organizational Effectiveness - Promote local government and city organization committed to meeting the needs of the community, encourages collaboration, civic participation, and promotes accountability and transparency in the effective delivery of services.

Fiscal Impact

The fiscal impact of this item, drafting an ordinance and the election-related resolutions, is approximately \$2,000. The cost of conducting this election is estimated to be approximately \$35,000. Funding to cover the anticipated costs of the November 2014 special election are provided for in the draft FY2014/15 budget.

Background

On December 17, 2013, the City Council discussed placing on the November 2014 ballot a question asking the voters to change from the current at large election system to a “by district” form of election. The City Council also selected its preferred map, one of the two that was developed by the Citizens Advisory Committee on City Council District Boundaries. Should the proposed ballot measure establishing “by district” elections be approved by the voters at the November General Election, the transition to district elections would begin with the 2016 Council election.

A detailed discussion regarding the California Voting Rights Act and the City Council’s actions leading up to

this decision is contained in the staff report for the November 19, 2013 City Council meeting.

Discussion

The proposed ordinance would add Article II to Chapter 27 of the City's Municipal Code related to elections. It provides that there would be five districts, numbers the districts, describes the boundaries of each district, and includes a map of the proposed districts. The ordinance provides that the city's elections would be "by district," meaning that each district shall elect one council member. The ordinance further provides that the City Council will adjust the district boundaries after each federal census and that the Council may do so without first seeking voter approval.

Pursuant to the City Council's previous action, the first time district elections would be implemented (assuming the voters approve the measure) is in 2016. The ordinance provides for three council members to be elected by district in 2016 and two in 2018 and also provides that the City Council will adopt an ordinance setting forth the timing and sequence of the elections by district. Council members elected in June 2014 would serve a four year term but would be required to run for office in 2018 in a district election. It is possible that a Councilmember who is elected in June 2014 may reside in a district from which a council member is elected in 2016, thereby necessitating that the council member run for office again in two years, or serve out the remainder of the four-year term without the ability to run for re-election in 2018.

If approved by a majority of the voters voting on the measure, the ordinance would take effect ten days after the City Council declares and certifies the results of the election.

Timing Considerations

Consistent with Council's prior direction, a proposed ordinance implementing district elections consistent with the selected district boundary map, contingent on ratification by the electorate, has been prepared for Council adoption. Council action to introduce the ordinance is recommended at tonight's meeting in order to ensure meeting the timetable established by the County for measures to appear on the November 2014 ballot. The required second reading of the ordinance and a resolution to call the election and consolidate this measure with the November 2014 general election would come before the Council at its meeting of June 3, 2014.

Additional Considerations

As discussed in prior staff reports, there are a number of additional considerations related to implementation of district elections that will need to be considered by the Council, but are not required to be included in the ballot measure. These items, which may be enacted by the Council via separate ordinances amending the municipal code related to elections, include:

- The sequence (order) of which districts are to be contested in 2016 versus 2018; and
- The method for selecting the Mayor and Vice Mayor

The ordinance specifying the sequence, or order, of districts would specify the three districts from which council members will be elected in 2016 and the two districts from which council members will be elected in 2018. If the ballot measure establishing district elections passes in November, the City Council will need to amend its ordinance providing for the selection of the mayor pro tempore. The current process, specified in Woodland Municipal Code section 2-2-3, provides that the City Council selects as the mayor pro tempore that

person who received the greatest number of votes at the last municipal election. The Code also provides that the mayor pro tempore automatically becomes mayor following the subsequent municipal election (two years after becoming mayor pro tempore). This process works for an at-large election but not for a district election system.

A further consideration that has been raised relates to the stipend presently provided to members of the City Council. It has been suggested that, as a means of encouraging more individuals to seek election to the City Council, the current council stipend of \$250 per month should be increased. As stated in previous staff reports, the current stipend was established by a voter initiative in 1986, and thus requires a vote of the electorate to be changed. The City Attorney has also advised that a ballot measure addressing Council compensation would require a separate ballot measure from the district ballot measure, but could certainly run concurrently (i.e. on the same ballot). *Exhibit 1 provides current City Council stipends for selected jurisdictions, for purposes of comparison.*

Conclusion

Staff recommends that the City Council:

- 1) Introduce, and waive the first reading of an Ordinance Adding Article II to Chapter 27, Elections, to the Woodland Municipal Code Relating to Election of City Council members by District, and
- 2) Direct staff to prepare a resolution calling an election to place the ordinance before the voters at the November 2014 General Election

Prepared by: Kara K. Ueda, City Attorney

Paul Navazio, City Manager

Exhibits - 1) Comparison of City Council compensation (selected jurisdictions)

Attachment: Proposed Ordinance Implementing District Elections / Boundary Map

City Council Stipends
Selected Jurisdictions

City	Population	Monthly Stipend
Woodland	55,806	\$ 250
Davis	66,570	\$ 669
		\$ 1,138 *
West Sacramento	49,000	\$ 300
Vacaville	93,000	\$ 829
Pittsburg	64,967	\$ 500
Rancho Cordova	62,899	\$ 500
Yuba City	65,372	\$ 500
Manteca	68,847	\$ 500

* Approved 9/10/13; to be effective after next Council election

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF WOODLAND, CALIFORNIA ADDING ARTICLE II TO
CHAPTER 27, ELECTIONS, TO THE WOODLAND
MUNICIPAL CODE RELATING TO ELECTION OF CITY
COUNCIL MEMBERS BY DISTRICTS**

WHEREAS, the City Council of the City of Woodland has determined that it is in the best interest of the City to shift from its current at large election system to a by district election for members of the City Council; and

WHEREAS, a subcommittee of the City Council analyzed the City's population and presented a map of the City depicting proposed boundaries of five districts; and

WHEREAS, the City Council formed a citizens committee, the Citizens Advisory Committee on City Council District Boundaries, which examined demographic data, held public forums, and recommended up to two maps for the City Council's consideration; and

WHEREAS, the City Council on November 19, 2013 selected a proposed map depicting boundaries of five districts and reaffirmed the selected map on April 15, 2014; and

WHEREAS, in order to change to a by district election, a majority of the voters voting on the measure must approve the change.

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

Section 1. Article II of Chapter 27 is hereby added to the Woodland Municipal Code to read as follows:

Article II. Election of City Council

- 27-2-1 Definitions.**
- 27-2-2 Number of Districts.**
- 27-2-3 Boundaries and Numbering of Each District.**
- 27-2-4 Election of City Council.**
- 27-2-5 Amendment of District Boundaries.**
- 27-2-6 Transition to District Elections.**

Sec. 27-2-1 Definitions.

"By district" as used in this Article II shall mean election of members of the City Council by voters of the district alone.

"Geographical area making up the district" shall mean the district.

Sec. 27-2-2 Number of Districts.

Pursuant to Government Code section 34871(a), the City of Woodland is divided into five (5) council manic districts.

Sec. 27-2-3. Boundaries and Numbering of Each District.

Descriptions of the boundaries of each district and their numbering are as shown on the attached Exhibit A along with a map entitled “City of Woodland District Map,” a copy of which shall be on file in the City Clerk’s office.

Sec. 27-2-4. Election of City Council.

Members of the City Council shall be elected “by districts” as provided in California Government Code sections 34881 through 34833, as such sections may be amended. Each district shall elect one Council member. Except as provided in Section 27-2-6, a Council member of each district must live in that district and must be a registered voter in that district to be eligible to hold office for that district. Only voters who live in a district shall be eligible to vote in the election for Council member of that district.

Sec. 27-2-5. Amendment of District Boundaries.

Pursuant to Elections Code section 21601, as it may be amended, the City Council shall adjust the boundaries of any or all of the districts following each decennial federal census. Using the census as a basis, the City Council shall adjust the boundaries so that the districts shall be as nearly equal in population as practicable and in compliance with all applicable provisions of law. Any adjustment of district boundaries shall be made by ordinance adopted by the City Council before the first day of November of the year following the year in which each decennial federal census is taken. Prior to the public hearing approving the adjustment of the district boundaries, the City Council shall hold a public hearing on the proposed district boundaries as required by Elections Code section 21601.1.

At the time of any annexation of territory to the City, the City Council shall designate, by resolution adopted by a vote of at least a majority of the City Council, the contiguous district to which the annexed territory shall be a part and shall amend the district boundaries if necessary in accordance with Elections Code section 21603, as it may be amended.

Pursuant to Elections Code section 21606, the term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which he or she was elected, whether or not that council member is a resident within the boundaries of the district as adjusted. At the first election for council following adjustment of the boundaries of the districts, a person meeting the requirements of Government Code section 34882 shall be elected to the City Council for each district under the readjusted district plan that has the same district number as a district whose incumbent’s term on the council is due to expire.

Sec. 27-2-6. Transition to District Elections.

A period of transition from at large elections to district shall occur from the time of approval of this Ordinance by the voters in November 2014 to the municipal election in 2016. Three council members shall be elected by district in 2016, and two shall be elected by district in 2018. The City Council shall adopt an ordinance setting forth the timing and sequence of the elections by district. Each incumbent Council member elected at large shall be allowed to complete the term for which they are elected regardless of the district of residency so long as they otherwise remain eligible to hold the office and have not been removed for cause or elected to another office.

Section 2. Amendment or Repeal of this Ordinance. The provisions of this Ordinance may be amended or repealed by a majority vote of the electorate. However, the City Council, pursuant to Section 27-2-5, shall have the authority to amend the initial boundaries established for the five districts.

Section 3. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership, or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

Section 4. Effective Date. Enactment of this Ordinance shall take effect only if approved by a majority vote of the voters voting at the November 2014 Special Election and shall become effective ten days after the City Council declares and certifies by resolution the results of the elections and that the measure was approved by a majority of the voters voting thereon.

PASSED AND ADOPTED by the City Council this ____ day of June, 2014, by the following vote:

AYES:	Council Members Denny, Hilliard, Marble, Stallard and Mayor Davies
NOES:	None
ABSENT:	None
ABSTAIN:	None

Marlin H. Davies, Mayor

ATTEST:

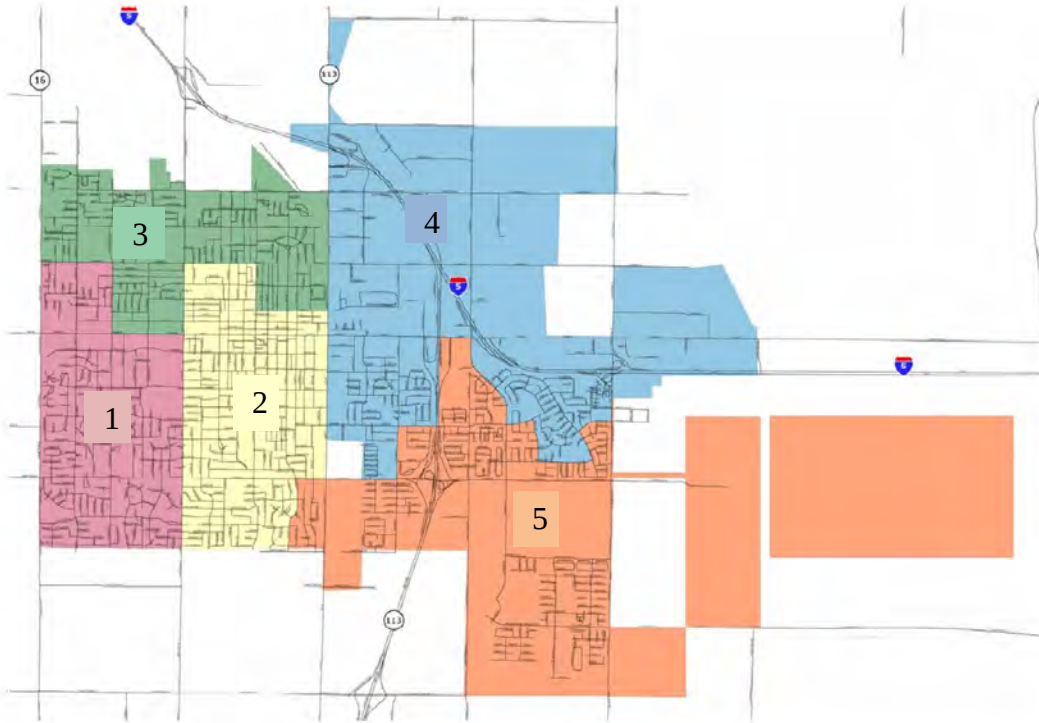
APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

EXHIBIT A

The City of Woodland District Map is shown below, and a copy shall be on file in the City Clerk's office. Descriptions of the boundaries of each district and their numbering followings after the map.



District 1: The region bounded and described as follows:

Beginning at northwest corner of CR 98 and W. Beamer Street, hence proceeding easterly along W. Beamer Street to Cottonwood Street, proceeding southerly on Cottonwood Street to W. Main Street, proceeding easterly on W. Main Street to West Street, proceeding southerly on West Street to the southeast corner of West Street and the city limits between CR 98 and 99, proceeding westerly along the City limits between CR 98 and 99, proceeding northerly on CR 98 to the point of beginning.

District 2: The region bounded and described as follows:

Beginning at the northwest corner of West Street and Beamer Street, hence proceeding easterly on Beamer Street to College Street, proceeding southerly on College Street to North Street, proceeding east on North Street to East Street, proceeding southerly on East Street to Gibson Road, proceeding westerly on Gibson Road to Coloma Way, proceeding southerly on Coloma Way to the City limits parallel with CR 24 proceeding westerly to West Street, proceeding northerly on West Street to the point of beginning.

District 3: **The region bounded and described as follows:**

Beginning on the northwest corner of CR 98 and the city limits between CR 98 and CR 978B, hence proceeding easterly along the City limits to CR 98B, proceeding southerly on CR 98B to the City limits proceeding easterly to the City limits outside Private Road, proceeding southerly on Private Road to W. Kentucky Avenue, proceeding easterly on W. Kentucky Avenue to the City limits, proceeding northerly along the City limits to the northwest corner of the City limits, proceeding westerly along the City limits to the northeast corner of the City limits, proceeding southerly along the City limits to the southwest corner of the City limits, proceeding easterly along the City limits to the northeast corner of the City limits, proceeding southerly along the City limits to Aspen Street, continue easterly along Aspen Street to CR 99, continue southerly along CR 99 to Kentucky Avenue, continue easterly along Kentucky Avenue to the City limits, continue northerly along the city limits to the northwest corner of the City limits, proceeding southerly to the southeast corner of the City limits to Kentucky Avenue, proceed easterly on Kentucky Avenue to N. East Street, proceeding southerly on N. East Street to North Street, proceed west on North Street, to College Street, proceed northerly on College Street to Beamer Street, proceed westerly on Beamer Street to West Street, proceed southerly on West Street to W. Main Street, proceed westerly on W. Main Street to Cottonwood Street, proceed northerly on Cottonwood Street to W. Beamer Street, proceed westerly on W. Beamer Street to CR 98, proceed northerly on CR 98 to the point of beginning.

District 4: **The region bounded and described as follows:**

Beginning on the northwest corner on N. East Street and CR 18C, hence proceeding easterly along CR 18C to the City limits, proceeding southerly along the City limits to Churchill Downs Avenue, proceeding easterly along Churchill Downs Avenue to the City limits parallel with CR 102, proceeding westerly along CR 20 to the City limits, proceeding southerly along the City limits to E. Beamer Street, proceeding westerly along E. Beamer Street to the City limits, proceeding southerly along the City limits to the City Limits, proceeding easterly along the City limits parallel with E. Main Street, proceeding easterly to CR 102, proceeding northerly along CR 102 to E. Beamer Street, proceeding easterly along E. Beamer Street to the City limits, proceeding southerly along the City limits to the City limits, proceeding easterly along the City limits to the City limits, proceeding southerly along the City limits parallel to CR 103 to the City limits, proceeding westerly along the City limits, to the City limits, proceeding southerly to the City limits, proceeding westerly along the City limits to the City limits, proceeding southerly along the City limits to the City limits, proceeding easterly along the City limits to CR 102, proceeding southerly on CR 102 to Maxwell Avenue, proceeding westerly on Maxwell Avenue

to Farnham Avenue, proceeding southerly on Farnham Avenue to Branigan Avenue, proceeding westerly on Branigan Avenue to Wallace Drive, proceeding northerly on Wallace Drive to E. Gum Avenue, proceeding westerly on E. Gum Avenue to Pioneer Avenue, proceeding northerly on Pioneer Avenue to E. Main Street, proceeding westerly on E. Main Street to Hwy 113, proceeding southerly on Hwy 113 to E. Gum Avenue, proceeding westerly on E. Gum Avenue to Matmor Road, proceeding southerly on Matmor Road to E. Gibson Road, proceeding northerly along the City limits to the City limits, proceeding westerly along the City limits to East Street, proceeding northerly on East Street to the City limits parallel with I-5, proceeding westerly along the City limits to the City limits, proceeding northerly along the City limits to the City limits, proceeding easterly along the City limits to N. East Street to the point of beginning.

District 5: The region bounded and described as follows:

Beginning on the northwest corner of Gibson Road and Coloma Way, hence proceeding easterly on Gibson Road to Matmor Road, proceeding northerly on Matmor Road to E. Gum Avenue, proceeding easterly on E. Gum Avenue to Hwy 113, proceeding northerly on Hwy 113 to E. Main Street, proceeding easterly on E. Main Street to Pioneer Avenue, proceeding southerly on Pioneer Avenue to E. Gum Avenue, proceeding easterly on E. Gum Avenue to Wallace Drive, proceeding southerly on Wallace Drive to Branigan Avenue, proceeding easterly on Branigan Avenue to Farnham Avenue, proceeding northerly on Farnham Avenue to Maxwell Avenue, proceeding easterly on Maxwell Avenue to County Road 102, proceeding northerly on County Road 102 to the boundary of District 4, proceeding easterly along the boundary of District 4 to City limits, proceeding southerly along City limits parallel to County Road 102 to County Road 25A, including all undeveloped City limits easterly of County Road 102, proceeding westerly along County Road 25A to the City limit near County Road 101, proceeding northerly along the City limit near County Road 101 to the City Limit line near County Road 24A, proceeding westerly along the City limit line near County Road 24A to East Street, including the City limit boundary southerly of Sports Park Drive and the City limit northerly of County Road 25A, proceeding westerly from East Street to Coloma Way, proceeding northerly on Coloma Way to Gibson Road to the point of beginning.

Legislation Text

File #: 14-177, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: May 20, 2014

SUBJECT: Presentation of FY2014/15 Proposed Budget

Recommendation for Action: Information Only.**Staff Contact**

Paul Navazio, City Manager - (530) 661-5800, paul.navazio@cityofwoodland.org

Discussion

A presentation has been scheduled for the May 20th Council meeting for the purpose of introduction of the City Manager's FY2014/15 Proposed Budget. The preliminary budget document will be distributed in conjunction with this presentation.

The overriding goal for the FY2014/15 budget is to continue to advance the Council's goal of long-term fiscal stability, including maintaining a balanced-budget with prudent reserves, addressing unfunded liabilities, and thus ensuring that resources are available in support of other priority Council goals related to public safety, economic development, infrastructure, and organizational effectiveness.

The City Council received a preview of the budget outlook and provided feedback on short- and long-term budget priorities during the Spring Budget Workshop held on March 25, 2014. Staff has incorporated this Council feedback in the development of the FY2014/15 budget proposal.

The FY2014/15 budget and five-year forecast reflect a modest improvement in the city's fiscal outlook, in part as a result of aggressive measures implemented over the past two years to address structural deficits and unfunded liabilities, and aided somewhat by slowly improving revenues. The budget proposal represents a prudent spending plan which includes recommendations related to one-time funding as well as limited ongoing funding augmentations to address priority needs. The presentation will also summarize elements of the proposed FY2014/15 and five-year Capital Improvement Plan.

Following the introduction of the FY2014/15 budget, the Council will have an opportunity to discuss and provide feedback on the specific budget recommendations as part of the June 3rd Council meeting. It is anticipated that formal adoption of the FY2014/15 budget will occur at the Council meeting of June 17th. Should it be necessary, adoption of the FY2014/15 budget could be carried over to a Special Meeting on June 24th. The resulting adopted budget would then become effective with the beginning of the new fiscal year, on July 1, 2014.

File #: 14-177, Version: 1

Paul Navazio, City Manager