

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, January 5, 2016

6:00 PM

Council Chambers

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JANUARY 5, 2016
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.

[16-288](#)

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](#)

F. MINUTES

1. [16-286](#)

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of December 1, 2015 and December 15, 2015.

Attachments: [12-01-15 DRAFT MINUTES FOR APPROVAL](#)
[12-15-15 DRAFT MINUTES FOR APPROVAL](#)

G. CONSENT CALENDAR

2. [16-230](#) SUBJECT: Agreement for Adult Softball Officiating Services

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a professional service agreement with Greater Sacramento Softball Association (GSSA) in the amount of \$55,000 each year for providing officiating services for a two-year agreement, with the option to extend the agreement for an additional three (3) one-year terms.

Attachments: [WOODLAND_ Adult Softball GSSA agreement 2015-c2](#)
[officiator resolution](#)

3. [16-265](#) SUBJECT: Increase the Fiscal Year 2015/2016 Building Division's Contract Services Budget by \$130,000 and approve an Amendment to the contract with Interwest Consulting Group for as-needed Plan Checking and Building Inspection services and authorize the City Manager to execute the agreement

Recommendation for Action: Staff recommends that the City Council: (1) Approve Resolution No. _____, authorizing an appropriations increase to the Building Division's Consulting Services Budget from \$130,000 to \$260,000, a total increase of \$130,000 to provide for increased plan check and inspections services; and (2) approve an amendment to the professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed \$130,000 and (3) authorized the City Manager to execute the amendment to the agreement...body

Attachments: [A -RESOLUTION](#)
[B - Interwest Second AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT](#)

H. REPORTS OF THE CITY MANAGER

4. [16-285](#) SUBJECT: Contract with American Conservation & Billing Solutions, Inc. (AmCoBi) for the Aquahawk Web-Based Water Account Portal

Recommendation for Action: Staff recommends that the City Council approve the attached contract with AmCoBi.

Attachments: [Resolution - Water Account Portal Contract](#)
[Woodland - AmCoBi Web-based Water Account Portal Prof Serv Agreement 12](#)
[Exhibit A to Woodland-AmCoBi Prof Serv Agreement 12-22-15](#)

5. [16-273](#) SUBJECT: Utility Rate-Payer Assistance Program - Carry-over

Appropriations

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the carry-over of \$49,620 of unencumbered unexpended Measure J appropriations from fiscal year 2014/15 to 2015/16 for the Utility Assistance Program.

Attachments: [FY16 Utility Assistance Program Budget Carryover Resolution](#)

6. [16-287](#)

SUBJECT: Framework for Future Annexations and Update of Master Tax-Sharing Agreement with Yolo County

Recommendation for Action: Staff recommends that the City Council:

- 1) Receive a presentation and provide comment on the policy framework for future annexations,
- 2) Direct staff to commence negotiations with Yolo County related to updating the existing Master-Tax-Sharing Agreement, and
- 3) Consider appointment of an Ad Hoc Council sub-committee to assist staff in tax-sharing discussions with Yolo County, as needed.

Attachments: [Attach 1 - Draft GP Land Use Designation](#)

[Attach 2 - City of Woodland Sphere of Influence](#)

[Attach 3 - Existing Tax Rate Area Allocation Factors](#)

[Attach 4 - Correspondence Re County's Annexation Policy Framework](#)

[Attach 5 - Correspondence Re County's Fiscal Impact and Tax Transfer](#)

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 January 5, 2016 was posted on December 23, 2016 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 #: 16-288, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 5, 2016

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 cursive script, reading "Paul Navazio".

Paul Navazio, City Manager

Attachment

COUNCIL LONG RANGE CALENDAR
Items subject to removal and/or rescheduling

JANUARY 19th	REGULAR MEETING	REPORTS DUE 1/5
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Consent:

- General Plan – monthly update
- Community Services Department Quarterly Report
- Approve contract amendment with Carollo Engineer - WPFC Aeration Project, CIP#12-02
- Approve Urban Flood Risk Reduction (UFRR) Agreement with DWR

Reports:

- Appointment of Board & Commission Members
- Discussion of Mayoral Selection Process (Council referral)
- Amendment to Fire Code regarding above ground storage tanks
- Spring Lake Infrastructure Financing Plan – Park Fee Update
- Measure E Renewal – Preliminary Options / Recommendations
- YGRIP Update

FEBRUARY 2nd	REGULAR MEETING	REPORTS DUE 1/19
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- Approve add'l Contingency for Construction - Teichert Const. - Water Trans Main West, CIP 12-05
- SRF Loan Approval – Recycled Water Project
- Contract Award – Recycled Water Project
- Certificate of Appreciation - Park Path Upgrade
- Downtown Hotel Project
- Community Service Awards Nominees

FEBRUARY 16th	REGULAR MEETING	REPORTS DUE 2/2
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- General Plan Monthly Update
- Mid-Year Budget Update
- Digital Highway Signs
- Main St/Cleveland Street Signal Intersection Improvement Project, CIP #11-27

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:

- JPA Housing Agreement
- Update/Revision of Development Impact Fees
- Zoning Ordinance Update – Medical Clinics (Referral)
- Beamer/CR 102 Property – ENA
- Medical Marijuana – 3/1/16
- Mercy General Plan Amendment – 3/1/16

FUTURE STUDY SESSIONS (TBD):

Lower Cache Creek Flood Control Feasibility Study
General Plan Update -
Affordable Housing
Economic Development
Public Safety



City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

1.

File #: 16-286, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 5, 2016

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of December 1, 2015 and December 15, 2015.

Staff Contact

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

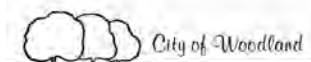
A handwritten signature in cursive script that reads "Paul Navazio".

Paul Navazio, City Manager

Attachments

City of Woodland

*300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Tuesday, December 1, 2015

6:00 PM

Council Chambers

City Council

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
DECEMBER 1, 2015
6:00 P.M.**

A. CALL TO ORDER

B. ROLL CALL

Present: 4 - Council Member Jim Hilliard, Council Member Sean Denny, Council Member Angel Barajas and Mayor Tom Stallard

Absent: 1 - Mayor Pro Tem William Marble

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Daily Democrat reporter Fabian.

D. COMMUNICATIONS-PUBLIC COMMENT

None.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

[16-248](#)

SUBJECT: Long Range Calendar

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

F. MINUTES

1. [16-247](#)

SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 3, 2015 and November 17, 2015.

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 3, 2015 and November 17, 2015 were adopted.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

G. CONSENT CALENDAR

2. [16-198](#)

SUBJECT: "Tree City USA" Recertification

Recommendation for Action: Staff recommends the City Council approve Resolution No. _____ authorizing the submission of a "Tree City USA" application packet certifying the City of Woodland as a "Tree City USA" for 2015.

Adopted Resolution No. 6564, A RESOLUTION OF THE CITY OF WOODLAND AUTHORIZING THE SUBMISSION OF A "TREE CITY USA" APPLICATION PACKET CERTIFYING THE CITY OF WOODLAND AS A "TREE CITY USA" FOR 2015.

3. [16-234](#)

SUBJECT: Appoint Council Member to Sacramento-Yolo Mosquito and Vector Control District Board

Recommendation for Action: It is recommended that Council appoint Council Member Sean Denny to represent the City on the Sacramento-Yolo Mosquito and Vector Control District Board for a two year term ending, December 31, 2017.

Appointed Council Member Sean Denny to represent the City on the Sacramento-Yolo Mosquito and Vector Control District Board for a four-year term ending on December 31, 2017.

4. [16-210](#)

SUBJECT: Increase the Fiscal Year 2015/2016 Literacy Program Budget by \$19,918

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an appropriation increase to the Literacy Program Budget in fund 301 from \$82,491 to \$102,409, a total increase of \$19,918 in support of additional literacy program costs.

Adopted Resolution No. 6565, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2015/16 LITERACY PROGRAM BUDGET.

6. [16-231](#)

SUBJECT: Second Reading of Ordinance No. _____, Amending Water Service Rates as Previously established by Ordinance No. 1540

Recommendation for Action: Staff recommends that the City Council:

- 1) Adopt Ordinance No. _____, amending water service rates previously established by Ordinance No. 1540 to be effective January 1, 2016; and
- 2) Authorize replacing the scheduled 17% rate adjustment with an adjustment of 9.5%, effective January 21, 2016

Adopted Ordinance No. 1593, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA DECREASING RATES PREVIOUSLY ESTABLISHED TO BE EFFECTIVE JANUARY 1, 2016 FOR WATER SERVICE AS PROVIDED IN ORDINANCE NO. 1540.

7. [16-239](#) SUBJECT: Second Reading of Ordinance No. _____, approving amendments to Sections 25-24-15, 25-24-20 and 25-24-30 of Article 24 (Signs) of Chapter 25 (Zoning Ordinance) of the Woodland Municipal Code to add requirements and regulations regarding Digital Freeway Signs within the City of Woodland

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. _____, approving amendments to Sections 25-24-15, 25-24-20 and 25-24-30 of Article 24 (Signs) of Chapter 25 (Zoning Ordinance) of the Woodland Municipal Code to add requirements and regulations regarding Digital Freeway Signs within the City of Woodland (Attachment A).

Adopted Ordinance No. 1594, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 25-24-15, 25-24-20, AND 25-24-30 OF ARTICLE 24 OF CHAPTER 25 OF THE WOODLAND MUNICIPAL CODE TO ADD REQUIREMENTS AND REGULATIONS REGARDING DIGITAL FREEWAY SIGNS.

8. [16-204](#) SUBJECT: Annual Measure V Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:

- 1) Approve the Annual Measure V Report for Fiscal Year Ending June 30, 2015; and
- 2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

Approved the Annual Measure V Report for Fiscal Year ending June 30, 2015.

9. [16-205](#) SUBJECT: Annual Measure J Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:

- 1) Approve the Annual Measure J Report for Fiscal Year Ending June 30, 2015; and
- 2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

Approved the Annual Measure J Report for Fiscal Year ending June 30, 2015.

10. [16-203](#) SUBJECT: Annual Measure E Report for Fiscal Year Ending June 30, 2015

Recommendation for Action: Staff recommends that the City Council:

- 1) Approve the Annual Measure E Report for Fiscal Year Ending June 30, 2015; and
- 2) Direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website

Approved the Annual Measure E Report for Fiscal Year ending June 30, 2015.

11. [16-241](#) SUBJECT: Accept the AB1600 Development Impact Fees Annual Report for the Fiscal Year Ended June 30, 2015

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the AB1600 Annual Report for the year ended June 30, 2015

Adopted Resolution No. 6567, A RESOLUTION OF THE CITY OF WOODLAND ACCEPTING THE FISCAL YEAR 2014/15 ANNUAL REPORT OF DEVELOPMENT FEES (AB1600 REPORT).

The Consent Calendar consisted of items no. 2 through 11. Council Members removed Item No. 5 and approved Item No. 3 for a four-year term. On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members adopted Consent Calendar Items No. 2 through 11, minus Item No. 5.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Council Member Barajas and Mayor Stallard

H. REPORTS OF THE CITY MANAGER

12. [16-240](#) SUBJECT: General Plan Update Progress Report

Recommendation for Action: Staff recommends that the City Council receive a progress report regarding the General Plan Update Project

Council Members received a progress report regarding the General Plan from Community Development Director Ken Hiatt.

13. [16-250](#) SUBJECT: Police Department Briefing

Recommendation for Action: Staff recommends that the City Council receive a briefing from the Public Safety Chief.

Council Members received a Police Department briefing from Public Safety Chief Dan Bellini.

14. [16-244](#) SUBJECT: Approve Recycled Water Agreement with Woodland Biomass Power Limited and Related Actions Required to Implement Recycled Water Project (CIP 15-10).

Recommendation for Action: Staff recommends that the City Council:

- (1) Approve Resolution No. _____, authorizing the City Manager to execute the Recycled Water Agreement (WBPL Agreement) with Woodland Biomass Power Limited (WBPL); and
- (2) Approve Resolution No. _____, authorizing the City Manager to execute the Water Pipeline License Agreement (Agreement) with Sierra Northern Railway (SNRR); and

- (3) Approve Resolution No. _____, approving the Easement Acquisition Agreement (Easement) with Elizabeth Nien Mei Lu; and
(4) Ratify modifications to Resolution No. 6308, a resolution pledging net revenues from the Water Enterprise Fund for repayment of the Clean Water State Revolving Fund obligations for the recycled water project.

On a motion by Council Member Denny, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution NO. 6568, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A RECYCLED WATER AGREEMENT WITH WOODLAND BIOMASS POWER LIMITED FOR USE OF RECYCLED WATER; Resolution No. 6569, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A WATER PIPELINE CROSSING AGREEMENT WITH SIERRA NORTHERN RAILROAD FOR INSTALLATION OF THE RECYCLED WATER PIPELINE ACROSS THE RAILROAD; Resolution No. 6570, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN EASEMENT ACQUISITION AGREEMENT WITH ELIZABETH NIEN MEI LU FOR PURCHASE OF AN EASEMENT REQUIRED FOR CONSTRUCTION OF CIP 15-10, RECYCLED WATER PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT and Resolution No. 6308 (B), A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN EASEMENT ACQUISITION AGREEMENT WITH ELIZABETH NIEN MEI LU FOR PURCHASE OF AN EASEMENT REQUIRED FOR CONSTRUCTION OF CIP 15-10, RECYCLED WATER PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

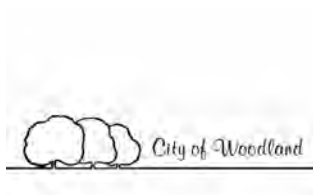
I. ADJOURNED AT 7:05 PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

*300 First Street
Woodland, CA 95695*



Meeting Minutes - Draft

Tuesday, December 15, 2015

6:00 PM

Council Chambers

City Council

CLOSED SESSION
5:00PM

A. CALL TO ORDER

B. CLOSED SESSION

**B. 1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to
Government**

Code Section 54956.8

Property: APN 042-030-012

**Agency Negotiator: City Manager, Community Development Director, and
City Attorney**

Negotiating Parties: Tuleyome

Under Negotiation: Price and Terms of Payment

SEE PAGE 2 FOR CONTINUATION OF AGENDA ITEMS

B. 2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government**Code Section 54956.8**

Properties: Yolo County Assessor's Parcel Numbers 027-340-030, 027-340-038, 027-340-011, 027-340-020, 027-330-023, 005-720-099, 005-720-021, 005-720-023, 005-720-005, 005-720-024, 005-720-022, 027-330-024, 005-702-008, 005-703-010, 005-703-009, 005-705-007, 005-750-004, 005-750-003, 005-692-054, 005-692-060, 005-680-003, 005-692-002, 005-705-006, 005-750-001, 027-340-015, 027-340-017, 027-340-021, 027-340-023, 027-340-025, 027-340-029

Agency Negotiators: City Manager, Community Development Director, City Engineer, City Attorney, City's Project Manager: Associate Civil Engineer

Negotiating Parties: Pioneer Self Storage, Tim Fong, Syar, Bunge Milling, Knaggs Commercial Properties, Pacific Gas and Electric, Geraldine R. Ferro & Geraldine R. Ferro Revocable Trust, Thomas W. Canevari & Joan E. Canevari, Nick Canevari & Dorothy Canevari, John W. Kimzey & John S. & Edith L. Kimzey Family Revocable Trust, Bill and Shirley Wilson Family Revocable Trust, Richard E. Wilson Sr. Living Trust, Alvin Hornbuckle, Kentucky Avenue Church of Christ, 500 Kentucky Ave Associates LLC, Elizabeth J. Crum & Elizabeth J Crum Revocable Trust, Devinder Sahota & Susvir Sahota, Jose Rolon Orozco & Hector M. Gonzalez, Ram N. Sah and B. Devi Sah Trust, Elizabeth Crum, Kentucky Avenue Church of Christ, Mark Milton, ICH Inc., North Kentucky Partners II, T&J Rental Investments LLC

Under Negotiation: Price and terms of payment

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
DECEMBER 15, 2015
6:00 P.M.**

A. CALL TO ORDER**B. ROLL CALL**

Present: 4 - Council Member Jim Hilliard, Council Member Sean Denny, Mayor Tom Stallard and Mayor Pro Tem William Marble

Absent: 1 - Council Member Angel Barajas

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Ethan Horowitz with Boy Scout Troop #464.

D. COMMUNICATIONS-PUBLIC COMMENT

Christine Shumaker

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

[16-266](#)

SUBJECT: Long Range Calendar

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

F. COMMITTEE REPORTS

1. [16-251](#)

SUBJECT: Commission on Aging Meeting Minutes for October 15, 2015

Recommendation for Action: Staff recommends that the City Council receive the October 15, 2015 Commission on Aging Minutes that were approved on November 19, 2015.

Received the October 15, 2015 Commission on Aging meeting minutes.

2. [16-245](#)

SUBJECT: Parks & Recreation Commission Meeting Minutes for October 26, 2015

Recommendation for Action: Staff recommends that the City Council receive the October 26 Parks & Recreation Commission Minutes that were approved on November 23, 2015.

Received the October 26, 2015 Parks & Recreation Commission meeting minutes.

G. PRESENTATIONS

3. [16-262](#)

SUBJECT: Proclamation of Appreciation for Dr. Dennis Dwyer and Mr. Eric Paulsen

Recommendation for Action: Staff recommends that the City Council recognize Dr. Dennis Dwyer and Mr. Eric Paulsen with Proclamations of Appreciation for their willingness to assist with lifesaving efforts until Fire and AMR arrived on scene.

Mayor Pro Tem Marble and Council Member Hilliard presented Dr. Dennis Dwyer and Mr. Eric Paulsen with proclamations in appreciation of their willingness to assist with lifesaving efforts until the Fire Dept. and AMR arrived on scene at the Community Services Department.

4. [16-253](#)

SUBJECT: Proclamation of Recognition for George Bierwirth, III for Service to the City of Woodland

Recommendation for Action: Staff recommends that the City Council adopt a proclamation in recognition of George Bierwirth, III for his many years of dedicated, unwavering service to the City of Woodland.

Mayor Stallard presented a proclamation to Sgt. George Bierwirth for his 30 years of service to the City of Woodland.

H. CONSENT CALENDAR

5. [16-254](#) SUBJECT: Public Works Quarterly Status Report for the period of September through November 2015

Recommendation for Action: Staff recommends that the City Council accept the Public Works Department's Quarterly Status Report

Accepted the Public Works Department's Quarterly Status Report.

6. [16-261](#) SUBJECT: Budget Appropriation Approval for First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriations to the Housing Assistance Grant Fund (324) and the HOME Grant Fund (323), re-program an existing appropriation for the Spring Lake Offsite Affordable Housing Fund (321), and authorize staff to amend the budget as necessary: (1) \$73,412 in BEGIN Program Income for a total appropriation of \$73,412 to Fund 324, (2) \$417,465 in HOME Program Income for a total appropriation of \$417,465 to Fund 323, and (3) \$77,500 in re-programming from a previous Spring Lake Offsite Affordable Housing Fund appropriation for a total re-programming of \$77,500 to Fund 321 to cover estimated expenditures for first time homebuyer loans and housing consultant costs during FY 2015/16.

Adopted Resolution No. 6571, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING APPROPRIATIONS FOR THE CITY'S FIRST TIME HOMEBUYER LOAN ASSISTANCE PROGRAM.

7. [16-268](#) SUBJECT: Spring Lake Park N-1 - Purchase and Sales Agreement and Parks Master Plan

Recommendation for Action: Staff recommends that the City Council take action on this item, as follows:

1. Approve Resolution No. _____, authorizing the City Manager to execute the attached Purchase and Sales Agreement with Optimistic Partners, LLC for the acquisition of approximately 7.55 acres to allow the City to proceed with development of Spring Lake Park N-3; and
2. Review and approve the attached proposed Master Plan for Spring Lake Park N-1.

Adopted Resolution No. 6572, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE MASTER PLAN FOR SPRING LAKE PARK N-1.

8. [16-164](#)

SUBJECT: Second Reading of Ordinance No. _____ approving the Second Amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC and Spring Lake Park N-3 Purchase and Sales Agreement Amendment

Recommendation for Action: Staff recommends that the City Council take action on the following:

1. Conduct the second reading of Ordinance No. _____, approving the second amendment to the Development Agreement between the City of Woodland and Turn of the Century, LLC pertaining to the Heritage Remainder Area Development Project within the Spring Lake Specific Plan Area (Attachment 1); and
2. Adopt Resolution No. _____, amending the Purchase and Sales Agreement for Spring Lake Park N-3.

Adopted Ordinance No. 1595, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND TURN OF THE CENTURY, LLC FOR THE HERITAGE REMAINDER AREA DEVELOPMENT LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA and Resolution No. 6573, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE PURCHASE AND SALE AGREEMENT BETWEEN TURN OF THE CENTURY AND THE CITY OF WOODLAND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT.

9. [16-252](#)

SUBJECT: Spring Lake Maintenance CFD Annual Accountability Report

Recommendation for Action: Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2015.

Accepted the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year ended June 30, 2015.

10. [16-256](#)

SUBJECT: Approve Contract Amendment #3 with Kennedy/Jenks Consultants for the Industrial Park Recycled Water Project, CIP 15-10

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendment #3 with Kennedy/Jenks Consultants for the Industrial Park Recycled Water Project, CIP 15-10, for a total amount not to exceed \$60,000.

Adopted Resolution No. 6574, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE CONTRACT AMENDMENT #3 WITH KENNEDY JENKS CONSULTANTS FOR THE INDUSTRIAL PARK RECYCLED WATER PROJECT, CIP 15-10.

11. [16-255](#)

SUBJECT: Increase the Fiscal Year 2015/16 Water Conservation Rebate Budget Appropriation by \$15,000

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing an additional FY 2015/16 appropriation of \$15,000 for water conservation rebates in the Water Conservation Program budget.

Adopted Resolution No. 6575, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A \$15,000 INCREASE TO THE WATER CONSERVATION PROGRAM BUDGET FOR FISCAL YEAR 2015/16 FOR CUSTOMER REBATES.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar Items No. 5 through 11.

Ayes: 4 - Council Member Hilliard, Council Member Denny, Mayor Stallard and Mayor Pro Tem Marble

I. REPORTS OF THE CITY MANAGER

12. [16-264](#)

SUBJECT: Lower Cache Creek Feasibility Study - Authorization Requesting the U.S. Army Corps of Engineers to Pause Feasibility Study; Approve Contract Amendment with Wood Rodgers; and Approval of Supplemental Budget Appropriation

Recommendation for Action: Staff requests that the City Council:

- (1) Authorize the City Manager to sign a letter to the U.S. Army Corps of Engineers (Corps) to request a pause for the Corps Lower Cache Creek Feasibility Study;
- (2) Authorize the City Manager to execute Amendment #6 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$170,000; and
- (3) Approve an supplemental budget appropriation in the amount of \$500,000 from the Sewer Enterprise Fund for the Lower Cache Creek Feasibility Study, CIP #09-15.

On a motion by Council Member Hilliard, seconded by Mayor Pro Tem Marble and carried unanimously, Council Members adopted Resolution No. 6576, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH WOOD RODGERS ENGINEERS FOR ENGINEERING CONSULTING SERVICES and Resolution No. 6577, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN ADDITIONAL BUDGET APPROPRIATION FOR THE LOWER CACHE CREEK FEASIBILITY STUDY, CIP #09-15.

13. [16-269](#)

SUBJECT: General Plan Update 2035 - Transportation and Circulation Element Workshop

Recommendation for Action: Staff recommends that the City Council:

- (1) Receive a presentation regarding the General Plan Transportation and Circulation Element (TCE); and
- (2) Direct to staff to evaluate as part of the General Plan Update a citywide level of service standard of D for the roadway system with exceptions for further reductions to align with fiscal constraints and community values.

Received presentation rearding the General Plan Transportation and Circulation Element (TCE) and directed staff to evaluate as part of the General Plan Update a citywide level of service standard of D for the roadway system with exceptions for further reductions to align with fiscal constraints and community values.

J. ADJOURN

Legislation Text

2.

File #: 16-230, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 5, 2016

SUBJECT: Agreement for Adult Softball Officiating Services

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a professional service agreement with Greater Sacramento Softball Association (GSSA) in the amount of \$55,000 each year for providing officiating services for a two-year agreement, with the option to extend the agreement for an additional three (3) one-year terms.

Staff Contact

Brad Petersen, Recreation Supervisor - (530) 661-2000 brad.petersen@cityofwoodland.org

Fiscal Impact

GSSA can provide professional softball officiating services for the City's softball leagues for \$55,000. The City collects registration fees that cover the cost of the officiators

Appropriations approved by Council in the FY 2016 budget are sufficient to cover the contract costs.

Background

The City's Community Services Department offers three adult softball leagues during the year for the community. Each season is eight to ten weeks long. Approximately 40-55 teams participate in each season (or approximately 600 - 800 people). The program necessitates the use of professional officiating services for the umpires.

GSSA has been providing officiating services for over ten years for the City of Woodland. The current contract for these services will expire on January 30, 2016. GSSA has been in operation since 1955 as a non-profit organization. As a well-established business, they have over 150 officiators available to assign to softball games. All officials are independent contractors and not employees of GSSA.

Discussion

In October 2015, staff polled local agencies who offered similar sports programs to determine which officiating services they used. Request for proposals were sent to seven organizations that are used by the other municipal agencies the City contacted (Sunrise Officials, Hawking Officials, Folsom Officials, Sierra Sports Services, Sacramento Municipal Officials Association, GSSA, and Yolo County Officials Association). GSSA was selected based on performance, qualifications, and cost.

GSSA provides highly trained and experienced officials. All officials are required to be current with their training and softball officiating rules. The City is charged for officiating services based on the number of officials needed and games that are played each season.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a professional service agreement with Greater Sacramento Softball Association (GSSA) in the amount of \$55,000 each year for providing officiating services for a two-year agreement, with the option to extend the agreement for an additional three (3) one-year terms.

Prepared by: Brad Petersen, Recreation Supervisor

Reviewed by: Christine Engel, Community Services Manager

Paul Navazio, City Manager

Enclosures: Resolution No. _____
Professional Services Agreement

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT
FOR
SPORTS OFFICIATING

1. PARTIES AND DATE.

This Professional Services Agreement for Sports Officiating (“Agreement”) is made and entered into this _____ day of January, 2016, by and between the City of Woodland, a municipal organization organized under the laws of the State of California with its principal place of business at 300 First Street, Woodland, California 95695 (“City”) and Greater Sacramento Softball Association, a California corporation, with its principal place of business at 6380 Tupelo Drive #3, Citrus Heights, California 95621 (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional adult sports officiating services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing adult sports officiating services to public clients and is familiar with the City’s programs.

2.2 Program.

City desires to engage Consultant to render such services for the Adult Sports Program (“Program”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 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 sports officiating services necessary for the Program (“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.

3.1.2 Term. The term of this Agreement shall be from February 1, 2016 to January 31, 2018, unless earlier terminated as provided herein. The parties may mutually extend the term of this Agreement for three one-year terms. Such extension shall require an amendment to this Agreement, which may be executed by City staff.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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.

3.2.2 Schedule of Fees & Services. City shall pay Consultant for Services as follows:

3.2.2.1 Rates For One-Hour Consecutive Games With at Least Two Back to Back Games.

For each regular co-ed game, Contractor will supply City with one umpire. City shall pay Contractor Twenty-four Dollars (\$24.00) per co-ed game.

For each regular men's game, Contractor will supply City with two umpires. City shall pay Contractor Forty-two Dollars (\$42.00) per men's game. If one umpire is requested by the City, the City shall pay Contractor Twenty-four Dollars (\$24.00) per men's game.

Contractor shall charge City an administration charge of ten percent (10%) to be added to each month's billing.

3.2.2.2 Rates for One Game Assignments.

City may request officials for an assignment of one game. If City does so, City shall pay Contractor the rate of a game fee plus fifty percent (50%), which encompasses the ten percent City administrative charge. For example, for a regular co-ed game, the rate would be \$24.00 plus 50%, or \$12, for a total of \$36.00, inclusive of the City's administrative charge.

3.2.3 City's Representative. The City hereby designates the Community Services Director, 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 Agreement. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.4 Consultant's Representative. Consultant hereby designates Jeff Dubchansky Sacramento ASA Umpire Chief, 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.

3.2.5 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.

3.2.6 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 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 that 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 Program, 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 Program by the Consultant and shall not be re-employed to perform any of the Services or to work on the Program.

3.2.7 Laws and Regulations. 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 Program 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.

3.2.8 Insurance.

3.2.8.1 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.

3.2.8.2 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.

- (a) 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.

- (b) 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. Consultant shall not be required to provide this coverage as long as all personnel providing services under this Agreement are independent contractors provided by Consultant and not employees of Consultant.

3.2.8.3 Endorsements.

The policy or policies of insurance required by Section 3.2.8.2(a) Commercial General Liability shall be endorsed to provide the following:

- (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.
- (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.
- (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.

- (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.
- (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) 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.

(B) The policy or policies of insurance required by Section 3.2.8.2(b) Workers' Compensation (if such a policy is required) shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (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.

3.2.8.4 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.

3.2.8.5 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.

3.2.8.6 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.

3.2.8.7 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.

3.2.8.8 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.

3.2.9 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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in section 3.2.2 of this agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates actual 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 thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

3.5.1.2 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.

3.5.2 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:

Consultant:

Greater Sacramento Softball Association
6380 Tupelo Drive #3
Citrus Heights, CA 95621
Attn: Jeff Dubchansky

City:

City of Woodland
300 First Street
Woodland, California 95695
Attn: Christine Engel
Community Services Department

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.

3.5.3 Confidentiality. Consultant shall not use City's name or insignia, photographs of the Program, or any publicity pertaining to the Services or the Program in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 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.

3.5.5 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.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services, the Program or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. 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 not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

3.5.7 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.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

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

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

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

3.5.12 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, provided that Consultant may arrange for the services provided under this Agreement to be provided by subconsultants rather than by employees of Consultant. 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.

3.5.13 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.

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

3.5.15 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.

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

3.5.17 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.

3.5.18 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. 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.

3.5.19 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 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 Worker's 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.

3.5.21 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.

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

3.6 Subcontracting.

3.6.1 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.

CITY OF WOODLAND

GREATER SACRAMENTO SOFTBALL
ASSOCIATION

By: _____
Paul Navazio
City Manager

By: _____
Jeff Dubchansky
GSSA Commissioner

Attest:

By: _____
Ana Gonzalez, City Clerk

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

PROGRAM INFORMATION

Activity: Provide Sports Officiating Services.

Facility Location/Description: Woodland Community Center & Sports Park, 2001 East Street, Woodland, CA, 95776

Dates, Days, Times of Activity: To be arranged, general schedule is, as follows:

Adult Softball 3 seasons per year, 10-12 weeks per season
Spring (March-May, approximately 350 games), summer (May-August, approximately 500 games), and fall (September-November, approximately 275 games)

Consultant agrees to the following obligations:

- A. Provide, supply and furnish all necessary work, labor, materials and supplies to carry out the terms of this Agreement and to properly and fully provide adult sports officiating services to the public;
- B. Provide all necessary fully trained personnel with the necessary qualifications to provide adult sports officiating services to the public;
- C. Consultant shall determine the method, details and means of providing the adult sports officiating services required by this Agreement.
- D. Provide completed Incident or Ejection Report within 24 hours of incident.
- E. All Sports Park Rules must be enforced by Contractor and Subcontractors. All Sports Park Rules must be adhered to by Contractor and Subcontractors.
- F. The CONTRACTOR shall only furnish workers who are competent and skilled for work under this Agreement. CONTRACTOR shall provide trained officials with the knowledge of playing rules for the sport. If, in the opinion of CITY staff, an employee of the CONTRACTOR is incompetent or disorderly, refuses to perform in accordance with the Agreement specifications, threatens or uses abusive language when working pursuant to this Agreement, the employee shall be removed from all work under this Agreement.
- G. CONTRACTOR shall provide the CITY with daily access to the scheduled official via the Arbiter, an internet official scheduling program, utilized by the Contactor. If CONTRACTOR does not utilize the Arbiter, a daily official schedule must be provided to the program supervisor a minimum of one week in advance.

- H. CONTRACTOR shall provide the CITY with a method of field contact (i.e. cell phone) for use during normal business hours. The CONTRACTOR will be responsible for coordinating the requirements of the CITY. Contractor shall check with CITY staff to confirm schedule and/or ensure no changes have been made.
- I. Special Conditions: CONTRACTOR's employees will often be working near or around children. In the interest of ensuring the protection of children who use CITY facilities, the CONTRACTOR shall not use any employee or worker to perform any work under this Agreement who has a conviction for any offense listed in the California Public Resources Code section 5164(a)(2). The CONTRACTOR shall be solely responsible for conducting background checks of its employees and workers and shall do so in accordance with California Penal Code section 11105.3. CONTRACTOR shall not perform any work under this Agreement until it has provided to the CITY a certification stating under penalty of perjury that none of the CONTRACTOR's employees and workers who are performing under this scope of work has any convictions for the offenses listed in California Public Resources Code section 5164(a)(2). CONTRACTOR shall provide a certification of compliance with this requirement by March 1 of each year.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO YEAR
PROFESSIONAL SERVICES AGREEMENT WITH THE GREATER SACRAMENTO
SOFTBALL ASSOCIATION IN THE AMOUNT NOT TO EXCEED \$55,000 EACH
FISCAL YEAR**

WHEREAS, the City offers an adult softball league during the spring, summer, and fall of each year with professional softball officiators; and

WHEREAS, the Greater Sacramento Softball Association provides professional softball officiating services; and

WHEREAS, the proposed professional services agreement results in an annual cost not-to-exceed fifty-five thousand dollars each fiscal year for professional softball officiating services for two years with the ability to extend the agreement for three (3) one-year terms; and

WHEREAS, the softball program participants pay fees to participate in the softball program that covers the officiator expenses; 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 authorizes the City Manager to execute the professional services agreement with the Greater Sacramento Softball Association in the amount not-to-exceed fifty-five thousand dollars for two years with the ability to extend the agreement for three (3) one-year terms, 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. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this _____ day of _____ 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

3.

File #: 16-265, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 5, 2016

SUBJECT: Increase the Fiscal Year 2015/2016 Building Division's Contract Services Budget by \$130,000 and approve an Amendment to the contract with Interwest Consulting Group for as-needed Plan Checking and Building Inspection services and authorize the City Manager to execute the agreement

Recommendation for Action: Staff recommends that the City Council:

(1) Approve Resolution No. _____, authorizing an appropriations increase to the Building Division's Consulting Services Budget from \$130,000 to \$260,000, a total increase of \$130,000 to provide for increased plan check and inspections services; and

(2) approve an amendment to the professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed \$130,000 and (3) authorized the City Manager to execute the amendment to the agreement.

Staff Contact

Paul Siegel, Building Official - (530) 661-5820, paul.siegel@cityofwoodland.

Fiscal Impact

The FY2015/16 budget includes appropriations for the original contract amount of \$50,000 and also includes a one-time allocation of \$80,000 to be used for a contract field inspector for six months. All budgeted allocations for contract services for building plan check and inspection services are covered 100% by fee revenue collected. The added contract amount of \$130,000 will be fully covered by additional fee revenue not originally anticipated in the preparation of the FY2015/16 budget.

Background

In April 2013, City Council approved a contract in the amount of \$50,000 with Interwest Consulting Group for as-needed plan checking and building inspections for one year with the option to extend for five additional one year periods at the City's sole discretion; which the City has done every year. The initial \$50,000 contract has been used solely for plan check purposes. An additional \$50,000 for plan check is also being requested because the expense account will be exhausted in late December. The rapid growth of projects has resulted in an increased use of the consultant services.

During the FY2015/16 annual budget process the Building Division requested additional funds for a contract inspector, due to the increase in building activity, to not exceed a total \$130,000 which includes the original \$50,000 used for plan check and up to an additional \$80,000 for contract inspection services. The \$80,000 budgeted dollars for building inspection was to provide funding for six months of full time consulting inspection services. Additional funds are being requested to continue contract inspection for another six months.

Discussion

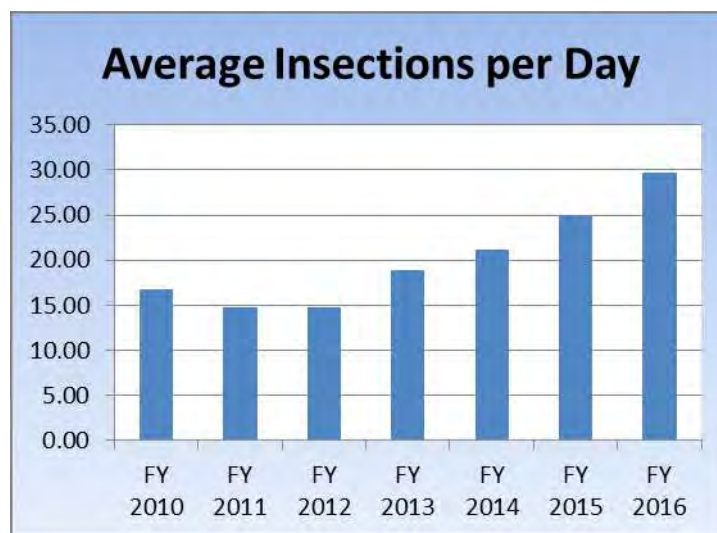
The Building Division is responsible for managing the permitting, plan review, and building inspection functions for construction projects in Woodland. These services are met by utilizing staff for baseline workload and professional consultants during periods of heavy activity. Interwest Consulting Group is the City's current consultant with a contract in the amount of \$130,000 to be used for plan checking and inspection services, with \$50,000 for plan check services and \$80,000 for inspection. The City is now amending the contract with Interwest to provide an additional \$130,000 for contract plan checking and inspection services during this period of heavy activity. No other terms of the contract will change.

The table below shows the last four fiscal years plan check revenue. The table clearly shows the increased building activity and the rapid growth of plan check revenue. The Division's overall volume growth of plan checks has increased dramatically in the first half of FY2015/16 with revenue currently at \$64,000 through November. There are currently 14 plans being reviewed by Interwest Consulting with an estimated consultant expense of \$14,500 and \$20,717 in revenue. The Building Division is estimating that General Fund revenue for building plan check will increase from a projected \$72,100 to \$120,000 (an increase of approximately \$50,000).



The currently approved appropriations will be expended by late December. Fiscal year-to-date expenses are at 95% of budget. In order to continue to use Interwest Consulting for contract plan checking and maintain the service level standard for permit review, additional funding authorization is needed.

Inspection levels are now approaching an average of 30 inspections per day (see table below with data through November 2015). With four housing subdivision under construction and multiple commercial and residential projects in plan review, there is a continual need for two inspectors. Typically the goal is to provide an inspector on staff for every 15 inspections per day. The four housing tracts under construction take up over a third of the inspections requested, a third is taken up by commercial projects, and the final third is infill projects, solar, and residential remodels. As can be seen; the level of inspections has continually increased from the bottom of the recession to approaching 30 inspections per day. The Building Division is estimating that General Fund revenue for Contract Inspection Services is fully funded through permit fee revenues and the estimated Building Division Inspection Fee revenue for Fiscal Year 2015/16 is increasing from \$585,000 to \$665,000.



The Division's goal is to provide a plan check turn-around time of 10 working days for the first review. In order to maintain this goal, the use of the consultant is indispensable. Increased permit activity is driving this need and will fully offset consultant costs with off-setting revenues. The Division's second goal is to provide next-day inspections. In order to maintain this goal, the need for a second inspector is critical at this time.

Conclusion

Staff recommends that the City Council (1) approve Resolution No. _____, authorizing an appropriations increase to the Building Division's Consulting Services Budget from \$130,000 to \$260,000, a total increase of \$130,000 to provide for increased plan check and inspections services; (2) approve an amendment to the professional services agreement with Interwest Consulting Group for as-needed plan checking and building inspection services in an amount not to exceed \$130,000 and (3) authorized the City Manager to execute the amendment to the agreement.

Prepared by: Paul Siegel, Building Official

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:

Attachment A - Resolution

Attachment B - Interwest Consulting Group Professional Services Amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
AN INCREASE TO THE FISCAL YEAR 2015/16 BUILDING DIVISION CONTRACT
INSPECTIONS AND PLAN CHECK SERVICES BUDGET**

WHEREAS, the City of Woodland staff wishes to increase the Fiscal Year 2015/2016 Building Division Consultant Services Budget appropriation from \$130,000 to \$260,000; and

WHEREAS, the additional funding for plan check services is fully funded through permit fee revenues, and the estimated Building Division Plan Check revenue for Fiscal Year 2015/16 is increasing from \$72,000 to \$120,000; and

WHEREAS, the additional funding for inspection services is fully funded through permit fee revenues, and the estimated Building Division Inspection Fee revenue for Fiscal Year 2015/16 is increasing from \$585,000 to \$665,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the Building Division Budget appropriation shall be increased to \$260,000.

PASSED AND ADOPTED by the City Council this 5th day of January, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

ARTICLE 1. PARTIES AND DATE

This Second Amendment to the Professional Services Agreement (“Second Amendment”) dated as of the _____ day of _____, 2016 is entered into by and between the City of Woodland (“City”) and Interwest Consulting Group (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated April 24, 2013 (“Agreement”), whereby Consultant agreed to **as needed plan check and inspection services**

2.2 City and Consultant now desire to amend the Agreement to include additional compensation in accordance with the Consultant’s original contract scope of work dated April 24, 2013. The total compensation for the Second Amendment shall not exceed one hundred thirty thousand dollars (\$130,000.00).

ARTICLE 3. TERMS

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**Second Amendment To Professional Services Agreement Between The City Of Woodland
And Interwest Consulting Group[****CM# 000224**

City Of Woodland

Interwest Consulting Group

By: _____
Paul Navazio
City Manager

By: _____
Ron Beehler, SE
CBO

ATTEST:

Ana B. Gonzalez, City Clerk

Legislation Text

4.

File #: 16-285, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 5, 2016

SUBJECT: Contract with American Conservation & Billing Solutions, Inc. (AmCoBi) for the
Aquahawk Web-Based Water Account PortalRecommendation for Action: Staff recommends that the City Council approve the attached contract with AmCoBi.**Staff Contact**Roberta Childers, Environmental Resource Analyst
661-2060, roberta.childers@cityofwoodland.org**Fiscal Impact**

The proposed contract for implementing AmCoBi's Aquahawk software includes one-time setup fees not to exceed \$36,165 and one year of web portal services for \$20,100 (\$1,675 per month). Unless services are terminated, the service agreement would be extended annually. The contract also includes costs for optional services, such as printed reports, that the City may choose to purchase occasionally for targeted groups as needed. Funding will be provided through the Water Enterprise fund and has been included in the FY 15/16 budget for the Water Distribution program.

Background

Given the likelihood of continuing drought conditions and the ongoing community concern with water conservation, community members and City staff have been interested in having access to water consumption data through a web-based software program. Staff members from several City programs have investigated and received presentations on a number of available web portals but found it difficult to compare their varied attributes and costs. To provide for a comparison of like features, establish minimum requirements, and focus on the City's priorities, staff in September issued a request for proposals (RFP) with defined specifications and vendor service history requirements. Ten companies submitted proposals. Seven met the basic requirements and were considered in depth. Based on the RFP scoring criteria, three of the seven stood out above the others. The reviewers sent supplemental clarifying questions to these three. Based on the responses and on input provided by the proposers' references, the selection panel decided to interview two of the proposers. The panel unanimously selected Aquahawk at the end of this process.

The selection panel consisted of the Public Works Director Greg Meyer, Deputy Public Works Director Rob Sanders, Water Conservation Coordinator Jordan Power, Environmental Resource Analyst Roberta Childers, Senior Application Analyst J Kimura, Senior Management Analyst Lynn Johnson, and Water Utility Advisory Committee (WUAC) Chair Bob Schoech. WUAC member Jon Hubble also provided proposal review input but could not be present for the interviews.

Discussion

The City's objective is to provide a user-friendly web portal that City staff and water utility customers can use to (1) access real-time data to enhance awareness of water use, (2) receive timely notifications of potential leaks or unusually high or low usage, and (3) compare ongoing use with a specified baseline as needed during periods of mandatory use restrictions.

The RFP included the following specifications for program features:

Customer and Agency Portals

- 24-hour, 7-day/week access to real-time and historical water consumption data
- Scalable web interface or mobile phone application
- User-friendly graphical interface
- Usage shown in cubic feet and gallons
- Ability to set customized leak alerts and high/low usage notifications based on user-defined parameters
- Ability to set personal preferences for receiving alerts or other notifications (e.g., text message, email, phone)

Other Customer Features

- Benchmarking and usage comparisons for residential customers
- Links to City website content, including the on-line bill payment system
- Inclusion of City-generated content (e.g., metrics, announcements, rebate offerings)
- Monthly reports showing daily and monthly water use, with monthly use corresponding to the City's billing period of the 21st of one month through the 20th of the next

Other Agency Features

- Ability to program conservation targets based on a specified baseline
- Ability to generate reports flagging high usage, leaks, and usage history for specific accounts
- Ability to vary customer messages for residential vs. commercial accounts
- Ability to flag residential and commercial meter anomalies separately
- Views of actual content provided to individual customers

The vendor will host the software and web interface external to City network servers, import and verify meter data, and acquire and integrate relevant data for use in benchmarking customers' consumption. The scope of work includes providing support and training to City staff, user guides, and reports of customer participation. The City requires that the vendor meet all applicable state and federal security guidelines and privacy policies and ensure the security of the web portals.

Aquahawk was selected over the other products based on a wide range of factors, including overall system

functionality; AmCoBi experience with similar projects, including integrating with utilities that use Sensus and Tyler-Eden; compatibility of technology; professionalism and thoroughness of proposal materials, responses to supplemental questions, and product presentation; input from personnel at other utilities; and cost. In addition to the outward-facing features, the selection panel was impressed by many of the back-end functions that can be used by staff to more efficiently monitor the water system. These include advanced data filtering and sorting functions, a map view of all meters that highlights alert and read-rate status, ability to add custom tags/names to meters to aid in easy identification and grouping of City meters, and ease of designating customized alerts for anomalous meter readings to aid in quick identification of leaks or line breaks at City landscape areas.

After selecting AmCoBi, staff and the city attorney negotiated the proposed contract with its representatives. Of particular note is a change requested by AmCoBi to the indemnification section of the City's standard agreement. AmCoBi was concerned about its maximum out-of-pocket exposure for a claim that is not covered by insurance. AmCoBi agreed to accept language providing that the maximum liability it will have for a claim shall not exceed the fees paid or payable under the agreement by the City so long as any damages or costs owed by AmCoBi for the claim is filed by a third party and the amount owed by AmCoBi also exceeds amounts covered by AmCoBi's insurance policy. Thus, for any claim not covered by AmCoBi's insurance policy or for any action brought by the City, this additional language would not apply. The language is brought to the City Council's attention so that it is aware of the deviation from the City's standard indemnification and liability language in its professional services contracts.

Commission/Committee Recommendation

The WUAC and Sustainability Committee attendees have been very supportive of the city providing this type of software tool to water customers. Two of the WUAC members participated in the proposal review process and one participated in interviews and final selection.

Conclusion

Staff recommends that the City Council approve the attached contract with AmCoBi.

Prepared by: Roberta Childers, Environmental Resource Analyst

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachments: Resolution
Professional Services Agreement
Attachment A to Professional Service Agreement (AmCoBi Scope of Services)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A CONTRACT WITH AMERICAN CONSERVATION & BILLING SOLUTIONS,
INC. FOR A WEB-BASED WATER ACCOUNT PORTAL**

WHEREAS, the City wishes to implement a web-based water account portal that will, at a minimum, enable City staff and water customers to access real-time meter data, receive timely notifications of potential leaks or unusually high or low usage, and compare ongoing use with a specified baseline as needed during periods of mandatory use restrictions; and

WHEREAS, the City conducted a proposal solicitation process and vendor interviews in order to evaluate available products; and

WHEREAS, the City determined that of the ten vendors that responded to the solicitation, American Conservation & Billing Solutions, Inc. (AmCoBi) offers the product that best meets the City's needs with its Aquahawk web portal system; and

WHEREAS, the City wishes to enter into a Professional Services Agreement ("Agreement," or "contract") with AmCoBi for implementation of the Aquahawk system; and

WHEREAS, the Agreement authorizes one-time setup fees not to exceed \$36,165, one year of web portal services for \$20,100 (\$1,675 per month), and certain optional charges on an as-needed basis, with annual extensions unless the Agreement is terminated; and

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

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

Section 1. The City Council hereby authorizes the execution of 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 Agreement is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council this 5th day of January 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Stallard, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of January, 2016 by and between the City of Woodland, a municipal corporation organized under the laws of the State of California with its principal place of business at 300 First Street, Woodland, CA 95695 (“City”) and American Conservation & Billing Solutions, Inc. (AmCoBi), a Colorado S Corporation with its principal place of business at: P.O. Box 51356, Colorado Springs, CO, 80949 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the Web-based Water Account Portal project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 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 Web-based Water Account Portal 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.

3.1.2 Term. The term of this Agreement shall be from January 11, 2016 to January 10, 2017, 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.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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.

3.2.2 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 "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 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: Dan Prescott, Todd Brehe, and Russ Meyer.

3.2.5 City's Representative. The City hereby designates Rob Sanders, 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.

3.2.6 Consultant's Representative. Consultant hereby designates Todd Brehe, 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.

3.2.7 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.

3.2.8 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.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. [AmCoBi requested deletion of liquidated damages text as not applicable...]

3.2.10 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.

3.2.10.1 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 3.2.10 or any of its sub-sections.

3.2.10.2 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 3.2.10.1.

3.2.10.3 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 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 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.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 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). Although the YSAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by YSAQMD and CARB to include any item of equipment with a fuel-powered engine. 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.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work 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.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall

be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to 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, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 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.

3.2.13 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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one-time fees of Thirty Six Thousand One Hundred Sixty Five Dollars (\$36,165) for Project setup and Twenty Thousand One Hundred Dollars (\$20,100) for 12 months of Web-based Water Account Portal services without written approval of City's Rob Sanders. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 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 45 days of receiving such statement, review the statement and pay all approved charges thereon. Consultant will bill the City for the AquaHawk Setup fee (one-time) - \$14,040, the CMEP fee (one-time) - \$1,500, and the Project Management fee (one-time) - \$2,625, when a signed copy of this Agreement has been returned to AmCoBi. Payment will be due upon receipt. The AquaHawk monthly fee of \$1,675 will be billed 30 days after the signature date of this Agreement, payable upon receipt.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 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.

3.3.5 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 if 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.

3.4 Termination of Agreement.

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

3.4.2 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.

3.4.3 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.

3.5 Ownership of Materials and Confidentiality.

3.5.1 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 fifteen (15) 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.

3.5.2 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.

3.5.3 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 and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. 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.

3.5.4 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.

3.5.5 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, 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.

3.6 General Provisions.

3.6.1 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:

Consultant:

American Conservation & Billing Solutions, Inc. (AmCoBi)
P.O. Box 51356
Colorado Springs, CO 80949
Attn: Todd A. Brehe

City:

City of Woodland
655 N. Pioneer Ave.
Woodland, CA 95776
Attn: Rob Sanders, Deputy Public Works Director

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.

3.6.2 Indemnification.

3.6.2.1 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.

3.6.2.2 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 3.6.2.1 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. The liability of Consultant, whether based on an action or claim in contract, equity, negligence, tort, or otherwise for all events, acts, or omissions under this agreement shall not exceed the fees paid or payable under this agreement by the City provided that any damages or costs owed by Consultant for such action or claim is a claim filed by a third party and the amount owed by Consultant is in addition to amounts covered by Consultant's insurance policy.

3.6.3 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.

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

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

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 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.

3.6.8 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.

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

3.6.10 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.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 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.

3.6.13 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.

3.6.14 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.

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

3.6.16 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.

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

3.6.18 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.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WOODLAND
AND AMERICAN CONSERVATION & BILLING SOLUTIONS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 11th day of January, 2016.

CITY OF WOODLAND

By: _____
Rob Sanders
Deputy Public Works Director

Attest: _____
Ana Gonzalez
City Clerk

**AMERICAN CONSERVATION & BILLING SOLUTIONS, INC.,
a Colorado S Corporation**

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “A”
SCOPE OF SERVICES

AmCoBi’s Response to City of Woodland Web-based Water Account Portal RFP

EXHIBIT “B”

SCHEDULE OF SERVICES

Work Plan - Project Approach

Our team works with the Woodland team to:

- Integrate and automate accounts data from the Eden billing system
- Integrate and automate usage data from Sensus FlexNet
- Configure the portal to your organization's requirements
- Conduct staff training
- Launch the portal and notify customers
- Provide ongoing support
- Deliver customer reports.

Proposed Schedule

The average time needed to deploy the AquaHawk solution is 30 days. The following is a list of tasks and a project timeline:

Week 1	AmCoBi and the City of Woodland finalize and sign this PROFESSIONAL SERVICES AGREEMENT
Week 1	The City completes an AquaHawk New Account Information form, provides two logos and a copy of a sample customer invoice, and transfers appropriate account information from the Eden system - Woodland
Week 2	Configure the AquaHawk Alerting portal for the City - AmCoBi
Week 2	Import customer account information from the Eden system. Incorporate Woodland's rate tiers, water budgets, and weather data - Woodland + AmCoBi
Week 2	Integrate AMI consumption data by enabling a CMEP export on the Sensus RNI - AmCoBi
Week 3	Launch the first business release - Woodland + AmCoBi
Week 3	Provide software training to employees - Woodland + AmCoBi
Week 4	Complete any required software application changes - AmCoBi
Week 4	Launch the production site - Woodland + AmCoBi

EXHIBIT “C”

COMPENSATION

Services Description:	AquaHawk Alerting v9.0 - A customer portal solution for utilities.
Training Description:	Online training for up to five (5) utility staff members is included.
Backup Requirements:	Data will be managed and backed up at AmCoBi's cloud-based hosting provider.
Service Levels:	Standard service levels apply. AmCoBi will use commercially reasonable efforts to make AquaHawk Alerting available with a monthly uptime percentage of at least 99.5%. Should issues occur, AmCoBi will work diligently and expediently to correct them so as not to negatively impact the City's customer base.
Customer Resources:	City of Woodland will provide first level AquaHawk Alerting support to its customers.
Utility Support:	Customer support via telephone and e-mail is included for Woodland staff members.
Number of Endpoints:	Not to exceed 15,600
Services Fees:	Setup fee (one-time) - \$14,040 Monthly fee - \$1,675 CMEP fee (one-time) - \$1,500 Project Management fee (one-time) - \$2,625 Option - Spanish language translation (one-time) - \$18,000 Option - Water Use Reports - \$.95 per printed report
Custom Programming Rate:	\$175/ Hr.
Start Date:	January 11, 2016 - Launch production site.
End Date:	January 10, 2017 . Contract will renew automatically unless the City notifies AmCoBi of its intent to terminate prior to December 10, 2016.

AmCoBi's Response to:

City of Woodland

Web-based Water Account Portal RFP

October 5, 2015



Contact: Todd A. Brehe
American Conservation & Billing Solutions, Inc.
P.O. Box 51359
Colorado Springs, CO 80949
Tel: (719) 694-1979
E-mail: Todd@AmCoBi.com

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COVER LETTER

October 5, 2015

Ms. Roberta Childers
Environmental Resource Analyst
Public Works Department
City of Woodland
655 N. Pioneer Ave.
Woodland, CA 95776

Dear Ms. Childers -

Attached is American Conservation & Billing Solutions, Inc.'s (AmCoBi's) response to the City of Woodland's **Web-Based Water Account Portal RFP**. We recommend implementing **AquaHawk Alerting™**, a hosted customer portal system for water utilities.

This cloud-based solution will provide Woodland customers with online access to their consumption data, leak notifications, and much more. AquaHawk will help the City enhance customer service, encourage client engagement, and meet conservation goals.

We strive to build long term relationships with our clients by consistently executing and delivering high value. We look forward to demonstrating our solution to your team.

This offer is binding and the following proposal is valid for 90 days from the date the City receives it.

Sincerely,

Todd A. Brehe
AmCoBi

EXECUTIVE SUMMARY

2. Executive Summary

AquaHawk Alerting offers the best overall value to the City of Woodland because:

- It's affordable
- It delivers proven water conservation results
- It helps employees perform their daily tasks more quickly and efficiently
- AmCoBi delivers the most responsive, attentive service and support available.

AquaHawk is the **most widely used customer portal application in the water utility marketplace**. Forty (40) utilities use the system to record, analyze, and present hourly data for nearly 400,000 accounts. Twenty six (26) of those utilities run Sensus FlexNet. We have more experience delivering Web portal and water conservation solutions to FlexNet users than any other provider, including Sensus!

Unlike other portal solutions that were developed to manage one meter read every 30 or 60 days, or those that were initially designed for electric/natural gas utilities, AquaHawk was engineered from the beginning to manage "big data"--up to one minute reads--for water utilities.

AquaHawk can seamlessly integrate into your online bill payment system using a single sign-on process. An optional electronic billing module displays a historical record of utility invoices (.pdf) that users can download and print at anytime, as well as sign up for paperless billing. By simplifying access, customers are more likely to use these cost saving services.

Many California water utilities are effortlessly meeting their drought reduction goals using AquaHawk. Customers can see how their usage compares to conservation goals, similar users, and more. With integrated mobile browser support, users can access the system via smartphones and tablet computers.

AmCoBi continues to improve AquaHawk by listening to our utility partners, and adding new features and capabilities based on their feedback and suggestions. Long after your portal has been launched, our company will continue to collaborate with your team, looking for ways to assist and deliver even more value.

Please don't take our word for it. We encourage you to contact our clients, ask your own questions, and get their feedback directly.

Thanks for the opportunity to bid on this project.

Sincerely,

Todd A. Brehe

COMPANY INFORMATION

3. Company Information

A. Firm Name and Experience

American Conservation & Billing Solutions, Inc. (AmCoBi)

PO Box 51356

Colorado Springs, CO 80949

Tel: (877) 410-0167 x1

Fax: (719) 599-4057

E-mail: Todd@AmCoBi.com

AmCoBi employs twelve people. Here is a breakdown by department:

- Software engineering - 6
- Marketing and sales - 2
- Customer support and training - 2
- Utility billing - 2.

Unlike some of our competitors, AmCoBi does not use offshore development resources. All employees live and work in the U.S. and are available to communicate directly with City of Woodland staff.

AmCoBi has been in business for seven years, is a registered S Corporation in the State of Colorado, and was established in November, 2008. Our company has been providing customer portal solutions and services for the last four years.

B. Contract Failures

AmCoBi has never failed to complete a contract nor has it defaulted on one. All customer portal projects our company has undertaken have been completed on time and within budget.

C. Judgments or Claims

There have never been any judgments or claims against AmCoBi.

D. Team Organization and Key Members

AmCoBi is employee owned and operated. Our key team members have a combined 80+ years in the software development, utility billing, and water industries. This experience gives our company the knowledge and expertise to solve problems, and ensure that the work we do for Woodland exceeds expectations.

The AmCoBi team holds 50+ patents and in the last thirty years, has developed more than twenty products sold globally. Team members have decades of experience developing high volume, commercial Web and database applications for numerous industries including: municipal utilities, networking, manufacturing, and more.

COMPANY INFORMATION

Key Team Members

The following staff members will work directly with the City on this Water Account Portal project.

Charlie Whiteside - Engineering & Finance

Charlie is responsible for determining how Woodland's requirements can be implemented in AquaHawk. He has years of experience reviewing various organizations' business processes to identify areas for greater efficiency and effectiveness.

- B.E. Electrical Engineering, Vanderbilt University, Nashville, TN
- Ten years experience working as an R&D designer for Hewlett Packard
- Founded six different companies and served on boards of numerous businesses and community organizations.

Dan Prescott - Software Engineering

Dan leads the software engineering team responsible for developing, configuring, and deploying the AquaHawk solution. His background involves developing large scale network application monitoring and alerting systems.

- B.E. Computer Science, University of Colorado, Colorado Springs, CO
- Twelve years experience developing software applications for a Fortune 500 company.

Russ Meyer - Professional Services & Support

Russ is responsible for managing AquaHawk Alerting deployments and working with utilities through the testing and training phases of the project. He will be Woodland's primary point of contact to simplify communications and interactions between AmCoBi and the City.

- M.S. Electrical Engineering, University of Illinois at Urbana Champaign, IL
- Thirteen years experience architecting, coding, implementing, and supporting various software applications.

Todd Brehe - Project Management

Todd is responsible for managing the scope of work and communicating with Woodland's staff throughout the project. He will ensure that AmCoBi meets its timelines and commitments, and be a resource during the needs assessment and solution design phases of the project.

- B.A. Mathematics, Colorado College, Colorado Springs, CO
- Fifteen years experience selling and supporting high technology products and services.

COMPANY INFORMATION

E. Ongoing Support

Responsive and attentive service is one of the primary reasons AmCoBi has been able to attract 40 utility clients. Our customers routinely rave about the way our company addresses their needs and assists when they have questions. Woodland can expect this same level of service.

Unlimited Phone & E-mail Support

AmCoBi provides post deployment support in a variety of ways. After your team has been trained, AmCoBi includes third tier support for employees via telephone and e-mail. 95% of all calls are answered immediately. A "live" person will respond to your inquiry within 24 hours during regular business hours.

Ongoing technical and "refresher" training is provided online when new capabilities are added, or users require more individualized assistance.

Scheduled Follow-Ups

Our team regularly checks in with clients after AquaHawk has been implemented to see how things are going, manage any issues, and listen for feedback and suggestions. AmCoBi works diligently to be a trusted partner to your organization.

REFERENCES

4. References

We highly encourage the City of Woodland to contact the following utilities, ask your own questions, and get their direct feedback on how we perform.

Dublin San Ramon Services District (DSRSD)

DSRSD provides water and sewer service to 22,000 connections in Dublin, CA. They use Sensus FlexNet AMI and Sensus hosts their RNI. The District has been using AquaHawk for more than two years.

Ms. Vicki Goldman
Customer Services Supervisor
7051 Dublin Blvd.
Dublin, CA 94568
(925) 875-2277

Elsinore Valley Municipal Water District (EVMWD)

EVMWD provides water and sewer service to 42,000 connections in Lake Elsinore, CA. They use Aclara AMI and a mobile drive-by AMR system. The District has been using AquaHawk for nearly two years.

Mr. Jim Ollerton
Director of Information Technology
P.O. Box 3000
31315 Chaney St.
Lake Elsinore, CA 92531
(951) 674-3146 x8277

Chesterfield County Rural Water Company (CCRWC)

CCRWC provides water and sewer service to 9,000 connections in Chesterfield, SC. They use Sensus FlexNet AMI and Sensus hosts their RNI. The utility has been using AquaHawk for more than two years.

Mr. Charlie Gray
CEO
PO Box 270
3477 Hwy 102 South
Chesterfield, SC 29709
(843) 623-2339

PROGRAM OPERATION

5. Program Operation

A. Portal Look & Feel and Analytics

The AquaHawk Alerting "splash" or entry page can be configured for the City. All text, logos, and URL links can be modified. The purpose of this page is to encourage customers to register.

City of AquaHawk Water Utility (877) 410-0167 x2

Your Water Utility's Logo Here

AquaHawk ALERTING!

It's Free

AquaHawk Alerting is a free service for municipal water customers that offers more control over water expenses and insight into how water is being used. By registering for an account you will be able to:

- See how much water you're using
- Receive alerts when your usage indicates a leak
- Understand the current and projected cost for normal vs. unexpected water use
- Set alert levels and receive notifications via telephone, e-mail, or text

Leak Detection & Notification

After you register, AquaHawk Alerting will analyze your water consumption. If your usage indicates a water leak or other issue, you will receive a notification.

Click here to view a sample online account

AquaHawk allows you to specify an amount of water (gallons) or an estimated bill amount (dollars) that you don't want to exceed. If your water consumption or bill amount has exceeded or is projected to exceed the threshold value, AquaHawk will send you a notification.

RETURNING

Sign In

User Name or Email:

Password:

Sign In

[Forgot your Password?](#)

NEW

Register

Please register to access your account information.

Register

(Fast and Easy!)

Questions about AquaHawk? [Contact us today.](#)

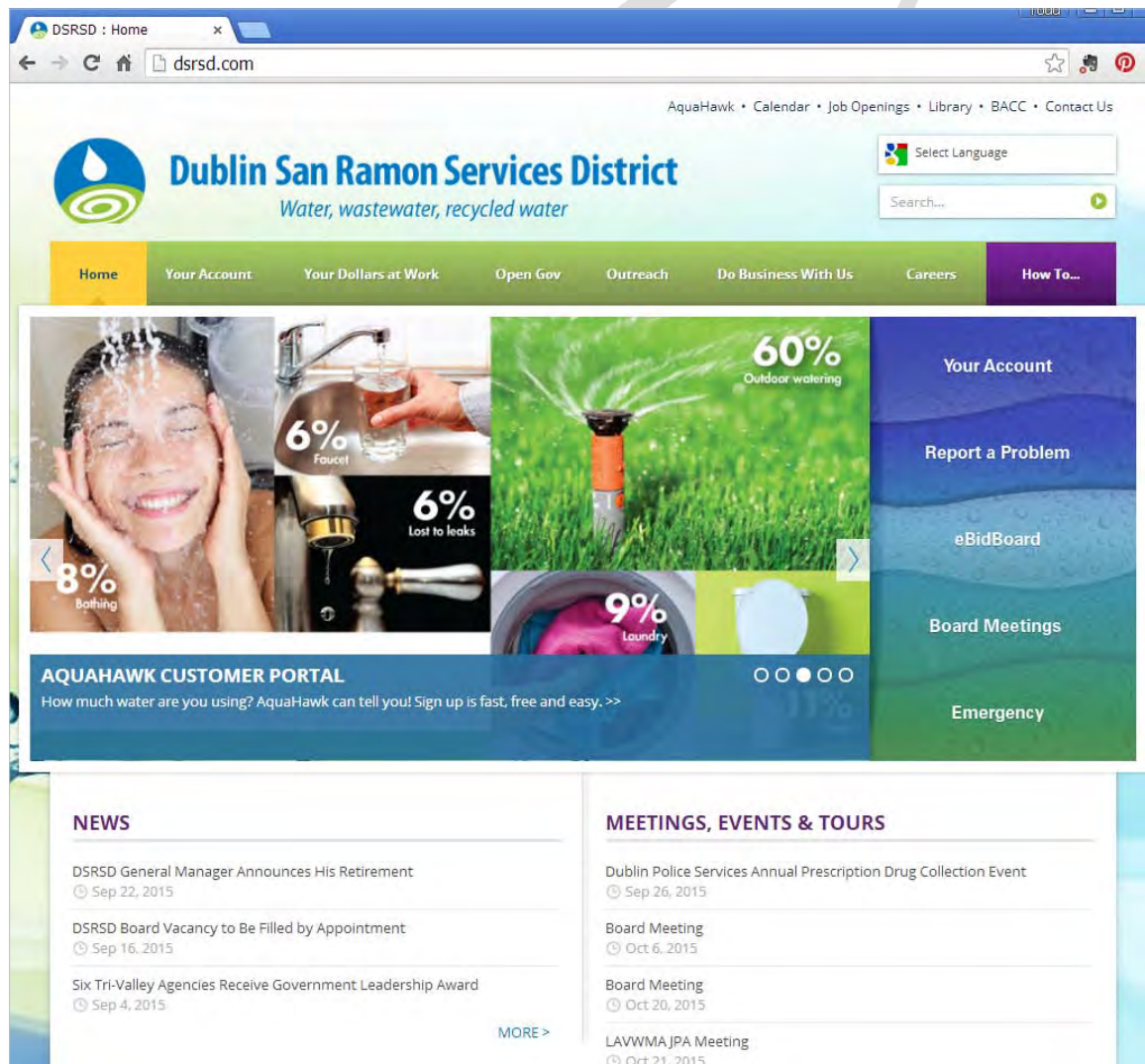
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[AquaHawk Alerting](#) [AquaHawk Analysis](#) [Privacy Policy](#)

PROGRAM OPERATION

AquaHawk Accessed from Utility's Website

Usually, the AquaHawk site is accessed via a URL link from your utility's website. See the example below.



Analytics

There are numerous analytical processes operating in AquaHawk. For example, raw meter reads received from the Sensus RNI are validated and edited to ensure that only accurate, quality data are presented to Woodland customers and staff.

Numerous algorithms evaluate water use data to determine when a customer has a potential leak or abnormal use pattern.

PROGRAM OPERATION

Customizability

Various look and feel and content areas may be customized in AquaHawk. The splash page can be completely customized in terms of visual elements, content, and links. After logging into the application, a user's default view and the data presented can be configured.

A utility can include specific fields for each account and or meter in the system so that any relevant data is searchable and editable by utility staff directly inside AquaHawk.

In addition to the above "out of the box" customizations, AquaHawk was architected to be extensible so that additional workflows can be designed and added to the system. Examples of this type of specialized customization include deep two-way integration with billing or other internal systems, single sign-on payment processor and online bill presentment integrations, meter change management workflow capabilities, shut off notice customer notifications, and more.

B. Data Update Frequency

AquaHawk incorporates hourly usage data from a Sensus RNI up to 24 times per day (if desired). The default is to push data every six hours. There is usually a 1-6 hour lag between when a meter reports to the RNI and when it is displayed in AquaHawk.

Account data from the Eden billing system is generally exported to AmCoBi's SFTP site on a daily or weekly basis and is automatically uploaded into the application.

C. Interval Data

Your agency and customers can view data in one hour intervals (default).

D. Customer Benchmarking & Usage

There are a variety of ways data are compared and benchmarked in AquaHawk. The City calculates the monthly conservation target for customers based on an average of the most recent three "normal" years, or whatever method is preferred.

AquaHawk can import historical usage data and calculate each customer's reduction amount, or the City can supply the data. A conservation target line, overlaid on top of the customer's usage data, will display in the portal.

Users that reach 85%, 90%, or 95% (utility specified) of the conservation target will receive an automatic text, e-mail, or phone call notification so that they can curtail their usage before exceeding the amount.

AquaHawk offers water use comparisons to:

- Similar accounts ("neighbors" or equivalent demographics/use profiles)
- Historical time periods

PROGRAM OPERATION

- Price tiers
- Ordinance limits.

The historical data are provided by the utility and uploaded into the application. Customer profile information is obtained from the utility, input by the user, or pulled from other public sources, e.g. permeable area from the property/tax assessor.

E. Leak Detection & Notification

The leak detection capabilities in AquaHawk are the most accurate and reliable of any system available. The application analyzes consumption data, 1-4 times per day, for **all customer accounts in the system**--not just those that have registered.

It finds abnormal usage patterns frequently missed in the FlexNet system, ignores false positives, and leaks don't have to run 24 hours before they are discovered.

The system creates prioritized alerts that range in severity from serious to minor, based on how much water has been used. Each alert is **reviewed by an experienced analyst** before it is displayed in the utility portal.

AquaHawk combines expert leak detection with a user-friendly notification system so employees can contact customers via text message, e-mail, automated voice call, or direct mail.

F. Deployment, Testing & Validation

From the beginning of this portal project until it has been launched, and afterwards, the City of Woodland can expect:

- Responsive service and support
- A team dedicated to accomplishing your objectives
- Fast turnaround.

AquaHawk is delivered using the hosted, Software-as-Service (SaaS) model and is managed using a standard Web browser. There is no hardware or software for the City to install.

Kickoff Meeting

Our deployment approach begins with assigning a dedicated project manager to guide and assist the City through the setup process. An initial kickoff meeting will identify participating staff, outline various tasks and action items, and establish a timeline.

Roles & Responsibilities - City of Woodland

Accounts File Export - The City will provide a resource familiar with the Eden billing system who can create and automate an accounts export file that includes rate tier information.

PROGRAM OPERATION

Water Usage Data - Woodland will provide access to AmCoBi so that our team can enable the CMEP data export process on the RNI.

Customer Service Staff - The City will assign 1-5 staff members who will be trained to operate the AquaHawk Alerting system.

Roles & Responsibilities - AmCoBi

Project Manager - AmCoBi will assign a dedicated project manager to interface with City staff throughout the project. This employee will enable the RNI CMEP report.

Software Trainer - After AquaHawk has been launched, AmCoBi will assign a product trainer to work with City employees to learn how to use the system.

Support Team - Woodland will receive assistance, via telephone and e-mail, from the AquaHawk support team.

Testing

Our software development team employs an agile development process with components of extreme programming. Automated unit and module testing is conducted during the development process, as is human element testing.

Validation

Data validation is an area where AmCoBi has intentionally invested significant time and effort. As a result, AquaHawk has the most comprehensive validation algorithms you will find in the water industry.

The application will routinely find leaks other systems miss, and ignore "false positives" that other systems generate based in inaccurate data or the inability to recognize more complex leak patterns.

Our current customers rely completely on AquaHawk's alerting capabilities and in many cases have stopped using other tools for this function.

G. Software Upgrades, Enhancements and Updates

The majority of software updates are performed using a "zero downtime" deployment process, however, there are instances where a short maintenance period will be required. Maintenance is scheduled in advance during time periods that minimize impact on utility staff and customers.

Because AquaHawk is an SaaS solution, your City will have immediate access to each and every improvement as soon as it becomes available. We typically release incremental improvements (minor version updates) every two to four weeks. Major version updates are dictated by the feature being developed. In the event of a critical issue or a needed improvement, updates can be performed as often as necessary.

PROGRAM OPERATION

H. Information Updates

We recommend automating the delivery of an accounts file export from the Eden billing system, to the AquaHawk SFTP site, on a daily/weekly basis. This will update new meter, route change, address, and other account information so that AquaHawk remains synced with the billing application.

Water usage data is synced up to four times a day.

I. Customer Complaints and Service Requests

AmCoBi includes third tier support, via telephone and e-mail, to Woodland employees. City staff will provide first level support to customers. Complaints, service requests, or feature suggestions are routed from the City to AmCoBi for prioritization and resolution.

TECHNOLOGY

6. Technology

A. IT Integration, Software and Hardware Requirements

AquaHawk is a cloud-based SaaS solution requiring the City to setup no hardware or software. Account and usage data are incorporated via secure FTP transfer. The workload for IT staff is minimal.

B. Software License, Terms and Warranties

AquaHawk is licensed based on the number of meters in the system. Pricing is comprised of a one-time setup fee (includes software training) and an ongoing monthly fee.

AmCoBi does not require a long-term contract. The AquaHawk service agreement may be terminated with a 30 day notice, so the onus is on our company to continually earn your business.

In general, the monthly fee is the renewal fee.

AmCoBi will use commercially reasonable efforts to make AquaHawk Alerting available with a monthly uptime percentage of at least 99.95%. Should issues occur, AmCoBi will work diligently and expediently to correct them so as not to negatively impact Woodland's customer base.

C. IT Environment

AquaHawk is hosted at Amazon Web Services (AWS). This provider meets the most stringent levels of security, redundancy, reliability and scalability.

Their cloud-based computing platform is flexible, cost-effective, and instantly scales as more resources are required. The firm's service is secure, durable, and they maintain industry-recognized certifications and audits such as: ISO 27001 and SAS 70 Type II.

Their data centers have multiple layers of operational and physical security so you can be sure your data is safe and protected. AquaHawk uses a commercial database noted for speed, fault tolerance, and high performance.

Backups are automated and geographically diverse replication prevents any data loss in the event of a hardware failure, network disruption, or large scale power outage. Disaster recovery is built-in.

AquaHawk is accessible using industry standard best practices regarding website and data transmission encryption. This includes all interactions for customer and utility staff working with the application via HTTPS encrypted Web addresses as well as data import (typically performed via secure FTP file transfer or secure Web services). Data export is conducted via e-mail links to secure username/password protected locations.

QUALITY - TRAINING & SUPPORT

7. Quality Assurance

Automated unit and module testing is conducted during the development process, as is human element testing.

System maintenance and operations are integrated into the development process to make sure the software development team works with production systems regularly. This allows the team to interact closely with customers and ensure new features and customizations directly apply to their workflow processes.

We believe a "walking in your shoes" approach is best. As such our team also uses the application to perform the same tasks that your team does.

8. Training & Support

Responsive and attentive support is one of the primary ways AmCoBi differentiates the AquaHawk solution. Our clients routinely rave about the way our company meets their needs and assists when they have questions. Woodland can expect outstanding service and support!

Implementation Services

AmCoBi will assign a dedicated project manager to interface with Woodland staff and guide the portal project to completion.

Training

In order to keep costs down and to accommodate Woodland employees' existing work schedules, AmCoBi conducts remote training via online Web-conferencing tools. **Unlimited training for up to five (5) employees** is included with the setup fee.

In general, employees will learn how to use the system in approximately 2-4 training sessions that last 1 - 1.5 hours. AmCoBi recommends shorter, more frequent sessions so that training doesn't impact staff members' daily duties.

AmCoBi's training team will tailor each training session to the needs of the participants. Should the City prefer it, onsite training is available.

Extensive print documentation is provided detailing major features and functions in the system.

Ongoing Customer Support

AmCoBi provides ongoing support in a variety of ways. Unlimited telephone and e-mail support are included with the monthly service fee. 95% of all calls are answered immediately. A "live" person will respond to your inquiry within 24 hours.

WORK PLAN

"Refresher" and technical training is provided online when new capabilities are added to the system, or users require more individualized assistance.

Scheduled Follow-Ups

Our team regularly checks in with our clients after AquaHawk has been implemented to see how things are going, manage any issues, and listen for feedback and suggestions. The application has been architected to support future changes and enhancements.

9. Work Plan

Project Approach

Our team works with the Woodland team to:

- Integrate and automate accounts data from the Eden billing system
- Integrate and automate usage data from Sensus FlexNet
- Configure the portal to your organization's requirements
- Conduct staff training
- Launch the portal and notify customers
- Provide ongoing support
- Deliver customer reports.

Proposed Schedule

The average time needed to deploy the AquaHawk solution is 30 days. The following is a list of tasks and a project timeline:

Due Date	Task Description	Responsible Party
Week 1	Woodland signs an SaaS Agreement to proceed with the customer portal project.	Woodland
Week 1	The City completes an AquaHawk New Account Information form, provides two logos and a copy of a sample customer invoice, and transfers appropriate account information from the Eden system.	Woodland
Week 2	Configure the AquaHawk Alerting portal for the City.	AmCoBi
Week 2	Import customer account information from the Eden system. Incorporate Woodland's rate tiers, water budgets, and weather data.	Woodland + AmCoBi
Week 2	Integrate AMI consumption data by enabling a CMEP export on the Sensus RNI.	AmCoBi
Week 3	Launch the first business release.	Woodland + AmCoBi
Week 3	Provide software training to employees.	Woodland + AmCoBi
Week 4	Complete any required software application changes.	AmCoBi
Week 4	Launch the production site.	Woodland + AmCoBi

EXCEPTIONS

10. Exceptions to Specifications

In Section 4, there doesn't appear to be any place to address some parts of **Section 2 - Project Specifications - Required Project Elements**. Here is supporting information about how AquaHawk meets these requirements:

Customer Portal

1. The system offers Web-based access (24 x7) to near real-time and historical water use data.
3. The system is user-friendly and immediately understandable for users of all technical abilities.
4. Usage is displayed in cubic feet and gallons.
5. A variety of usage comparisons and benchmarks are included and are configurable for the City.
6. The application can be linked to City website content via configurable URLs. To connect AquaHawk to the City's online bill payment system, we recommend using a single sign-on process. Additional fees apply. (See Section 12).
7. With **Threshold Alerting**, customers can specify a billing amount (\$) or usage amount (gallons) that they don't want to exceed. If they are trending to, or have exceeded the values, they will receive an automatic notification
8. Customers specify their contact preference: text, e-mail, or voice call.
9. City-generated content can be included in the portal, sent using the Group Messaging module, or added to Water Use Reports.

Customer Reports

AmCoBi offers personalized Water Use Reports that can be e-mailed or printed and mailed. These Reports show:

1. Daily and monthly usage corresponding to the appropriate billing period.
3. Usage in cubic feet and gallons.
4. Benchmarking against conservation targets, similar users, water budgets, and more.
5. City-generated messages.

Agency Portal

AquaHawk offers a comprehensive set of features for utility staff that include:

1. Access to near real-time and historical water use data.
4. Ability to customize leak alerts and notifications.
5. Setting meter specific notification preferences so that City employees can receive different types of alerts for different meters.
6. Conservation target values may be provided by the City.

EXCEPTIONS

7. Reports can be automatically e-mailed to City staff on a daily, weekly, or monthly basis.

They show:

- Accounts with leaks/high usage and their severity
- Total number and type of alerts sent
- Number of open and closed alerts
- Number of active and inactive accounts
- Number of registered users
- Number of logins
- Total demand-side usage
- Date when usage and account data were last updated
- Meters not reporting
- Negative reads
- No usage on active accounts
- Usage on inactive accounts
- Non-revenue water (NRW) trends and more.

8. Custom messages can be delivered to residential and commercial accounts.

9. Algorithms for flagging abnormal usage are configurable for residential and commercial accounts.

10. Woodland can view and edit content sent to customers.

PRICING

11. Pricing

The pricing model for the AquaHawk Alerting service is one of the simplest and most affordable available. It's comprised of:

- A **setup fee** (one-time) to configure the system, upload customer information and data, and for initial system training
- A **monthly fee** for each account in the system. This fee includes ongoing e-mail and telephone support
- A **project management fee** (one-time) - to manage the implementation of the portal project
- A **CMEP report fee** - to enable the CMEP export on the Sensus RNI.

Description	# of Accounts	Setup Fee (One-time)	Monthly Fee	Total Year 1	Total Year 2	Price per Account (Year 2+)
AquaHawk Alerting v9.0	3,000	\$ 7,500	\$ 600	\$ 14,700	\$ 7,200	\$ 2.40
AquaHawk Alerting v9.0	5,000	\$ 7,500	\$ 800	\$ 17,100	\$ 9,600	\$ 1.92
AquaHawk Alerting v9.0	7,500	\$ 10,000	\$ 1,100	\$ 23,200	\$ 13,200	\$ 1.76
AquaHawk Alerting v9.0	10,000	\$ 10,000	\$ 1,250	\$ 25,000	\$ 15,000	\$ 1.50
AquaHawk Alerting v9.0	14,600	\$ 13,500	\$ 1,570	\$ 32,340	\$ 18,840	\$ 1.29

Description	Rate (\$/Hour)	Hours	Total
Project Management Fee	\$ 175	\$ 15	\$ 2,625
CMEP Export Fee			\$ 1,500
Water Use Reports (E-mail)			\$ -
Water Use Reports (price per printed report)			\$ 0.95

Total Price (Yr. 1) - 14,600 accounts + CMEP + Project Management	\$ 36,465
--	------------------

When the City moves from 3,000 to 5,000 accounts, there is no additional setup fee required. When the City moves from 3,000 to 7,500, 10,000 or 14,600 accounts, it will pay the difference in setup fees. For example, if the City pays the setup fee for 3,000 accounts, and then later expands the service to 14,600 accounts, it would pay an additional: \$13,500 - \$7,500 = \$6,000.

SUPPLEMENTARY ELEMENTS

12. Supplementary Elements

A. Conservation Baseline Calculations

AquaHawk can be programmed to accommodate any conservation target calculation used by the City. Our system supports conservation targets, ordinance limits, water budgets, and more.

A target line is added to the customer portal view so that users can see how they're doing against the goal. If their usage is trending to exceed the goal, the system will send an automatic notification.

Employees can easily identify users who are exceeding their conservation targets.

B. Spanish Language Support

Providing Spanish language support would require a customization to the application.

C. Mobile Support

AquaHawk includes mobile browser-friendly support for smartphones, tablets and other non-desktop devices.

D. Geospatial Data

The Maps function in AquaHawk shows all meters and TGB assets on a live Google Map. Meters and data collectors are color-coded based on their alert and read rate status.

Using "QuickLinks," the system can be "live" linked to: work order, Meter Data Management (MDM), billing, and other City systems.

E. All Customer Accounts

AquaHawk incorporates account and consumption data for all accounts in the City's service area. Regardless of whether or not an account holder has registered for access to the system, leak detection is performed for every meter.

F. Other Program Elements

The AquaHawk solution offers additional capabilities that will benefit City of Woodland:

Customer Portal

- **Assorted water use views** - See consumption by hour, day, month, year, 365 days and configurable date range
- **Accumulating graphs** - Users see how they're doing against a water budget, price tier, conservation goal, or other threshold
- **Electronic Billing** - Users can download, view, and print .pdf copies of their invoices. They can also sign up for paperless billing (additional fee)

SUPPLEMENTARY ELEMENTS

- **Estimated Bill** - Users can see an estimate of their bill anytime during the billing cycle as well as a projected end-of period bill. (AquaHawk will incorporate Redwood City's rate tiers to make these calculations)
- **Current Billing Period** - Shows which day it is in the billing cycle (e.g., Sept. 1 - 30, 2015 and Day 18 of 30)
- **Weather data** - Temperature (high, low, average) and rainfall data are automatically integrated into the customer portal view each day
- **Online Help Site** - Instructional videos and step-by-step explanations show users how to operate AquaHawk.

Utility Portal

- **Replica Customer View** - Simultaneously view the same dashboard that customers see after they've logged in. Makes it easier for employees to support customers and resolve high bill issues
- **Prioritized Leak Alerts** - View a listing of leak alerts sorted by severity level.
- **Ad hoc alerts** - Staff can create alerts in the system and track them to completion
- **Summary data** - View usage data for all accounts by current and prior: hour, day, week, month, and year. Easily identify top water users
- **Edit Contact and Account Information** - Many of the fields such as: phone, e-mail, customer type, etc., can be edited directly by employees
- **Custom Tags** - Create custom labels--e.g. City parks, sports fields, rebate participants, etc.--and assign them to accounts. Search for accounts by tags
- **Group Messaging** - Employees use the Group Messaging module to proactively communicate with customers
 - Select groups of customers to message by: account number, address range, street, account type, route/cycle, and more
 - Depending on what contact information is available for each customer, AquaHawk will send text, e-mail, make phone calls, or deliver direct mail in a few easy steps
- **Maps** - View all meters and TGB assets on a live Google Map.
 - Color codes indicate alert and read rate status
- **Event logging** - All notifications and alerts sent by the system are recorded for customers and employees to reference.

Pricing for Optional Modules

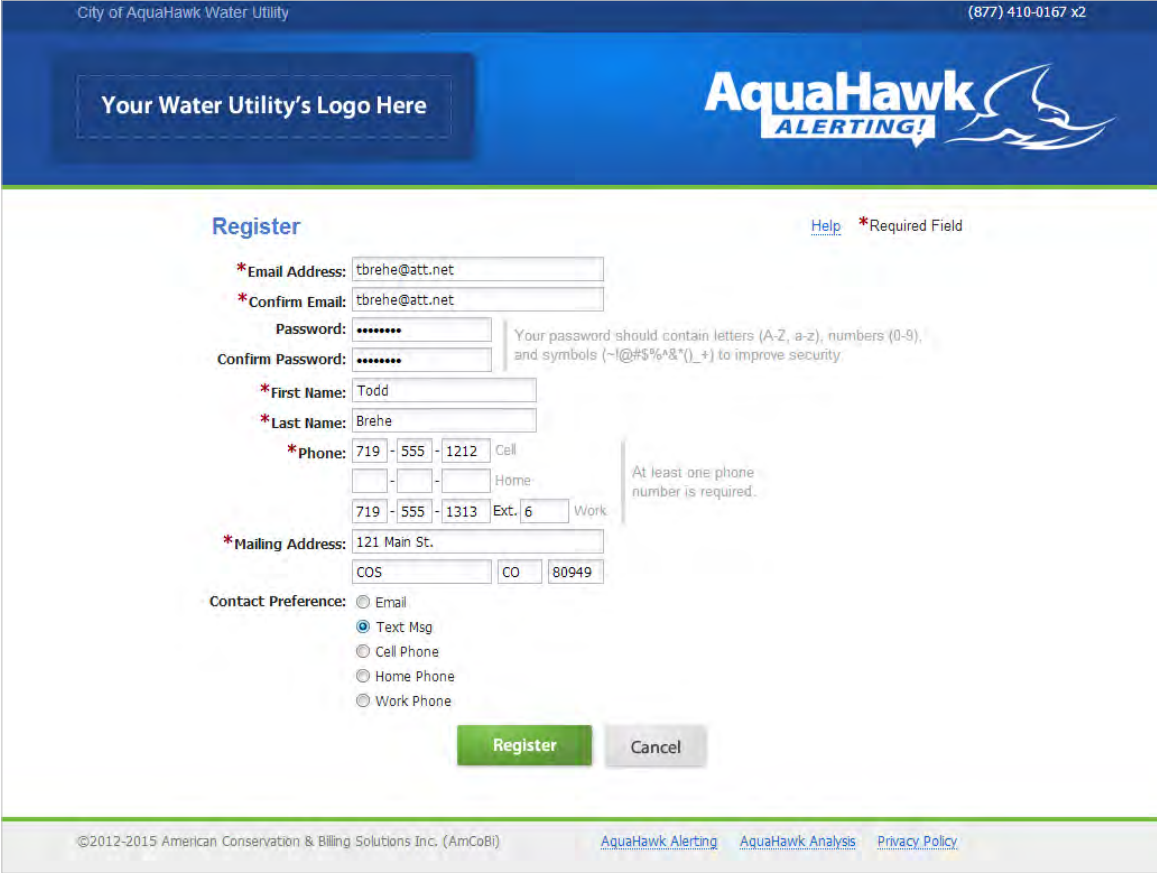
Description	Setup Fee (One-time)	Monthly Fee
Integration (single sign-on) w/ Eden online payment system	\$ 7,500	\$ 75
Electronic Billing	\$ 5,000	\$ 150
Group Messaging - includes 500 text messages, e-mails or voice calls per month. Additional messaging fees apply.		\$ 100

SCREENSHOTS

AquaHawk Alerting Screenshots

Registration Page

Customers complete a simple registration form by providing an e-mail address, password, mailing address, up-to-date contact information and their notification preference.



The screenshot displays the registration interface for AquaHawk Alerting. At the top, the header includes 'City of AquaHawk Water Utility' on the left and '(877) 410-0167 x2' on the right. A central blue banner features a placeholder 'Your Water Utility's Logo Here' and the 'AquaHawk ALERTING!' logo with a bird icon. Below the banner, the 'Register' section is titled in blue. To the right of the title are links for 'Help' and '*Required Field'. The form contains several fields: '*Email Address' (tbrehe@att.net), '*Confirm Email' (tbrehe@att.net), 'Password' (masked with dots), and 'Confirm Password' (masked with dots). A password hint states: 'Your password should contain letters (A-Z, a-z), numbers (0-9), and symbols (~!@#%&*()_+) to improve security.' Below these are fields for '*First Name' (Todd) and '*Last Name' (Brehe). The '*Phone' section includes fields for Cell (719-555-1212), Home, and Work (719-555-1313 Ext. 6). A note indicates 'At least one phone number is required.' The '*Mailing Address' section includes '121 Main St.', 'COS', 'CO', and '80949'. The 'Contact Preference' section has radio buttons for Email, Text Msg (selected), Cell Phone, Home Phone, and Work Phone. At the bottom of the form are 'Register' and 'Cancel' buttons. The footer contains copyright information '©2012-2015 American Conservation & Billing Solutions Inc. (AmCoBi)' and links for 'AquaHawk Alerting', 'AquaHawk Analysis', and 'Privacy Policy'.

City of AquaHawk Water Utility (877) 410-0167 x2

Your Water Utility's Logo Here AquaHawk ALERTING!

Register Help *Required Field

*Email Address: tbrehe@att.net

*Confirm Email: tbrehe@att.net

Password: *****

Confirm Password: *****

Your password should contain letters (A-Z, a-z), numbers (0-9), and symbols (~!@#%&*()_+) to improve security.

*First Name: Todd

*Last Name: Brehe

*Phone: 719 - 555 - 1212 Cell

Home

719 - 555 - 1313 Ext. 6 Work

At least one phone number is required.

*Mailing Address: 121 Main St.

COS CO 80949

Contact Preference: ☐ Email ☒ Text Msg ☐ Cell Phone ☐ Home Phone ☐ Work Phone

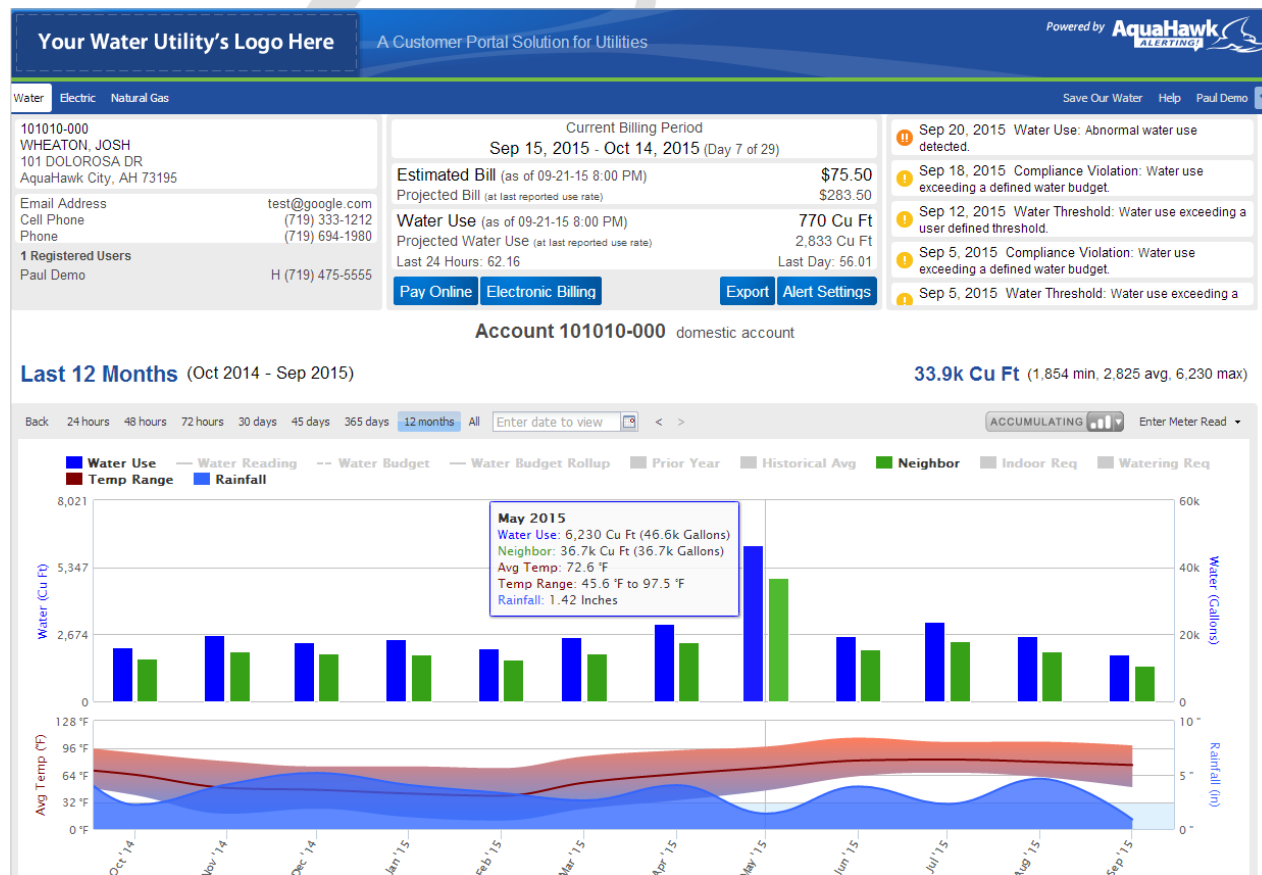
Register Cancel

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SCREENSHOTS

Customer Portal View

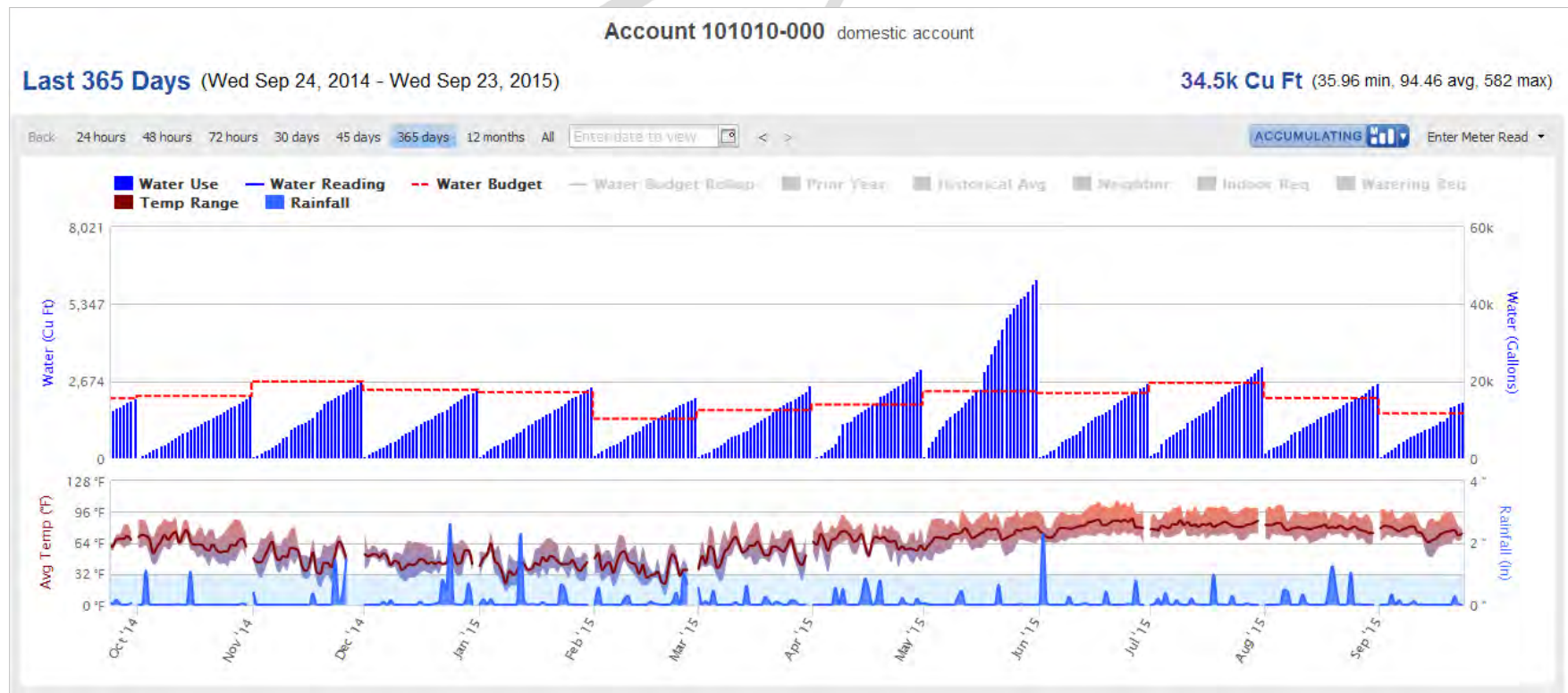
This is an example of the view customers see after they login. They can view their usage data in a variety of ways. Users can link to online payment and electronic billing services. They can set threshold alerts and export their consumption data. A record of all alerts and notifications sent by the utility is presented.



SCREENSHOTS

View Conservation Targets

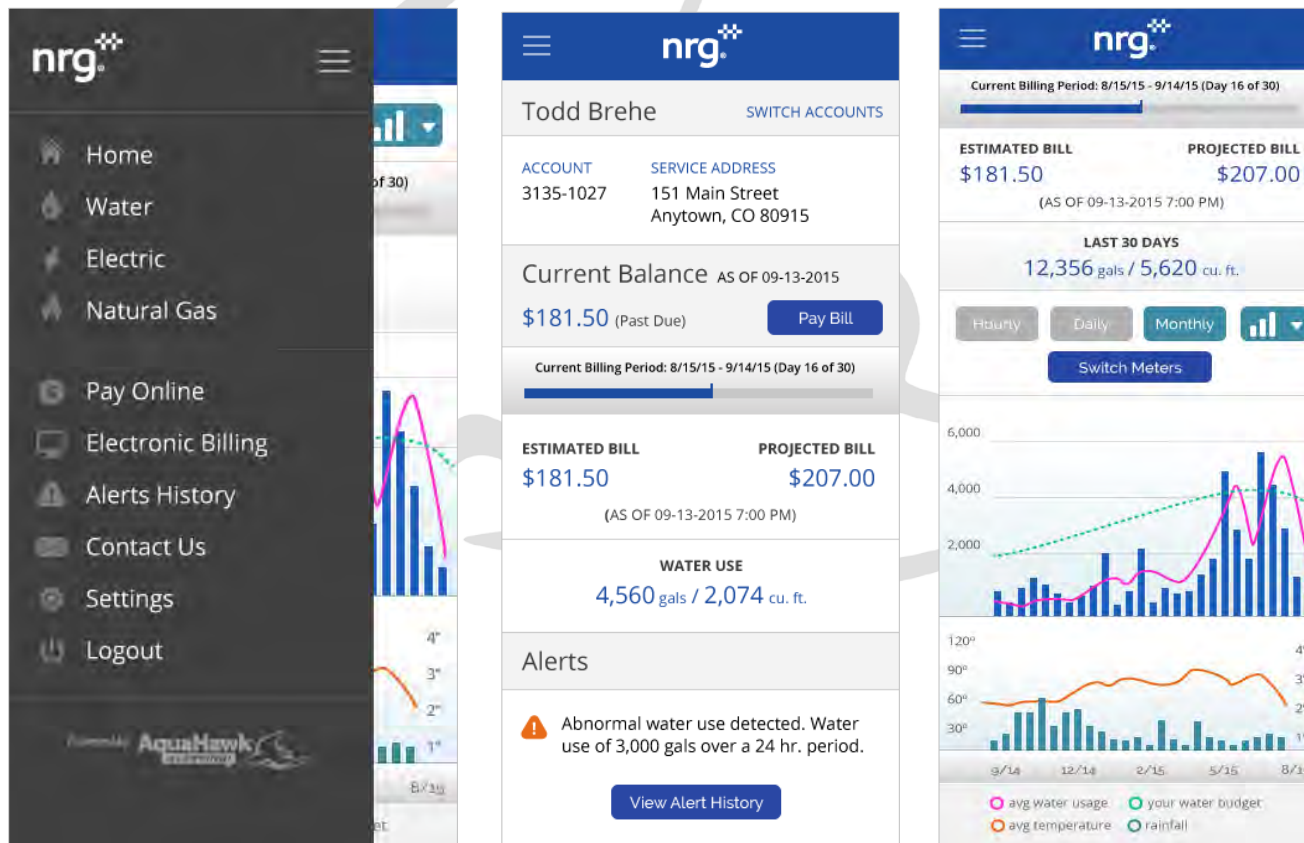
Customers can see how their usage compares to a conservation target, similar users, and historical use.



SCREENSHOTS

Mobile Browser-Friendly Views

Customers can view their account information using a smartphone or other mobile device.



SCREENSHOTS

Threshold Alerting

Customers can specify a billing amount (\$) or usage amount (gallons) that they don't want to exceed. If they are trending to, or have exceeded the values, they will receive an automatic notification.

Water Use (as of 09-21-15 8:00 PM) 770 Cu Ft
Projected Water Use (at last reported use rate) 2,833 Cu Ft
Last 24 Hours: 62.16 Last Day: 56.01

Pay Online Electronic Billing Export Alert Settings

Alert Settings *Required Field

ACCOUNT # 101010-000 (domestic account)

Billing Period Thresholds (Account)

Estimated Bill Alert Threshold

☒ Current ☐ Projected

\$95.00

Water Use Alert Threshold

☒ Current ☐ Projected

7800

To set advanced water use thresholds, [click here](#).
Select a meter from the list, and then
click the **Alert Settings** button.

Apply Cancel

SCREENSHOTS

Data Export

Users can export their consumption data by hour, day, or month in .csv format.

The screenshot shows a web application interface with a modal dialog box titled "Export Water Use to CSV". The dialog contains the following elements:

- Buttons at the top: "Pay Online", "Electronic Billing", "Export", and "Alert Settings".
- Text: "Last 24 Hours: 62.16" and "Last Day: 56.01".
- Text: "ACCOUNT # 101010-000 (domestic account)".
- Radio buttons: "Selected" (selected) and "All Registered Accounts".
- Date pickers: "Start Time" (10/01/2014) and "End Time" (09/01/2015).
- Frequency radio buttons: "1 Hour", "1 Day", and "1 Month" (selected).
- Buttons at the bottom: "Download" and "Close".

Background text visible in the screenshot includes "475-5555", "2015)", "ays 365 da", "Ware", "33.9k C", "ighbor", and "Sep 5, 201" (repeated twice).

SCREENSHOTS

Utility Portal - Account Management

Woodland employees can view usage data and a variety of other information for any account in the system. A fully indexed search function makes it easy to find a customer's account by entering a full or partial: name, address, account number, or meter number.

Your Water Utility's Logo Here

A Customer Portal Solution for Utilities

Powered by **AquaHawk**
ALERTING!

Water Electric Natural Gas Maps Utility Console Account Management Conservation Tools Management Reports

Save Our Water Help Matthew Demo

Account Information

202179-000
FREEDMAN, JUSTIN
349 BEULAH ROAD
AquaHawk City, AH 73195

Email Address
Cell Phone
Phone
Registered Users
No Registered Users

Meter 55683944

Water Use (Last 72 Hours)

Water Use (Last 90 Days)

Water Electric Natural Gas Notification Wizard Export Alert Se

Aug 5, 2015 Water Use: Abnormal water use detected.

Row #	*Account	*Meter	*Name	Service Address	Email Address	Cell Phone	*Last Day Reported	Current Hour	Prior Hour	Current 24 Hours	Prior 24 Hours
1	202179-000	55683944	FREEDMAN, JUSTIN	349 BEULAH ROAD			09-21-2015 04:00 PM	0	6	141	275
2	101010-000	10101011	WHEATON, JOSH	101 DOLOROSA DR	test@google.com	(719) 333-1212	09-21-2015 08:00 PM	7	130	465	2,802
3	220770-000	52425224	YELPS, CHARLES	633 DON HILL RD	yelp@yelp.com	(719) 444-1212	09-21-2015 06:00 PM	0	0	145	107
4	101010-000	10101012	WHEATON, JOSH	101 DOLOROSA DR	test@google.com	(719) 333-1212	09-21-2015 08:00 PM				
5	241840-000	52796513	TOSCHES, RON	334 ANGELUS RD	ratosches@gmail.com	(719) 555-1212	09-21-2015 06:00 PM	0	0	138	299
6	401930-000	54537381	REESE, MARVIN	849 BECKER RD			09-21-2015 08:00 PM	0	0	73	367
7	442840-001	63247847	ACADEMY, GENE	200 STATE RD			09-21-2015 06:00 PM	42	30	818	694
8	200950-000	63389974	MEEKER, TODD	337 HWY 601			09-21-2015 08:00 PM	21	20	645	786
9	000000000...	00000000	demo sandbox	1234 Sandbox Place							
10	101010-000	10101013	WHEATON, JOSH	101 DOLOROSA DR	test@google.com	(719) 333-1212	09-21-2015 08:00 PM				
11	483990-001	24008238	ERICKSON, JOSE	176 ZOAR RD	jerickson@yahoo.com	123-456-7890	05-21-2015 04:00 AM	0	0	0	0
12	163810-000	34116661	SMITH, SUE	555 TICKLE HILL RD			09-18-2014 03:00 AM	0	0	0	0
13	502450-001	53004488	VILLIAM, HOWARD	340 MCQUEEN LN			09-21-2015 06:00 PM	0	0	45	38

SCREENSHOTS

Alert Notifications

When leaks or abnormal usage patterns are detected, AquaHawk creates prioritized alerts. Notifications can be sent to customers via text, e-mail, automated call (AquaVoice), or direct mail.

The screenshot displays the AquaHawk Alerting system interface. At the top, there's a bar chart showing water usage over 90 days. Below it, the 'Update Alert' form is visible. The form includes fields for Account Number (202179-000), Meter Number (55683944), Alert Type (Water Use), Alert Severity (Critical), Alert Date (08/05/2015), and Approx Savings. It also has checkboxes for Auto-Resolved, Closed, Text, AquaVoice™, Email, Conversation, Direct Mail, and Voice Mail. The Alert Description is 'Abnormal water use detected.' and the Notes are 'Notified via text & e-mail.' Below the form are buttons for 'Save Alert' and 'Save and Notify'. At the bottom, there are four panels for different notification channels: SMS Text, Email, AquaVoice™, and Direct Mail. Each panel shows a preview of the alert message and an 'Edit' button.

Update Alert

Account Number: 202179-000
 Meter Number: 55683944
 Alert Type: Water Use
 Alert Severity: Critical
 Alert Date: 08/05/2015
 Approx Savings:
 Auto-Resolved: ☐
 Closed: ☐
 Text: ☒
 AquaVoice™: ☒
 Email: ☒
 Conversation: ☐
 Direct Mail: ☐
 Voice Mail: ☐
 *Alert Description: Abnormal water use detected.
 Notes: Notified via text & e-mail.
 Save Alert Save and Notify

SMS Text Send: 1
 719-555-1515
 Water Use Alert from City of AquaHawk Water Utility. Abnormal water use detected. 349 BEULAH ROAD - https://demo.aquahawk.us

Email Send: 1
 jfreedman@att.net
 City of AquaHawk Water Utility uses AquaHawk Alerting to analyze your water consumption data and notify you of potential leaks or other issues.
 We have detected the following:
 Alert Date: Aug 5, 2015
 Alert Type: Water Use
 Alert Severity: Critical

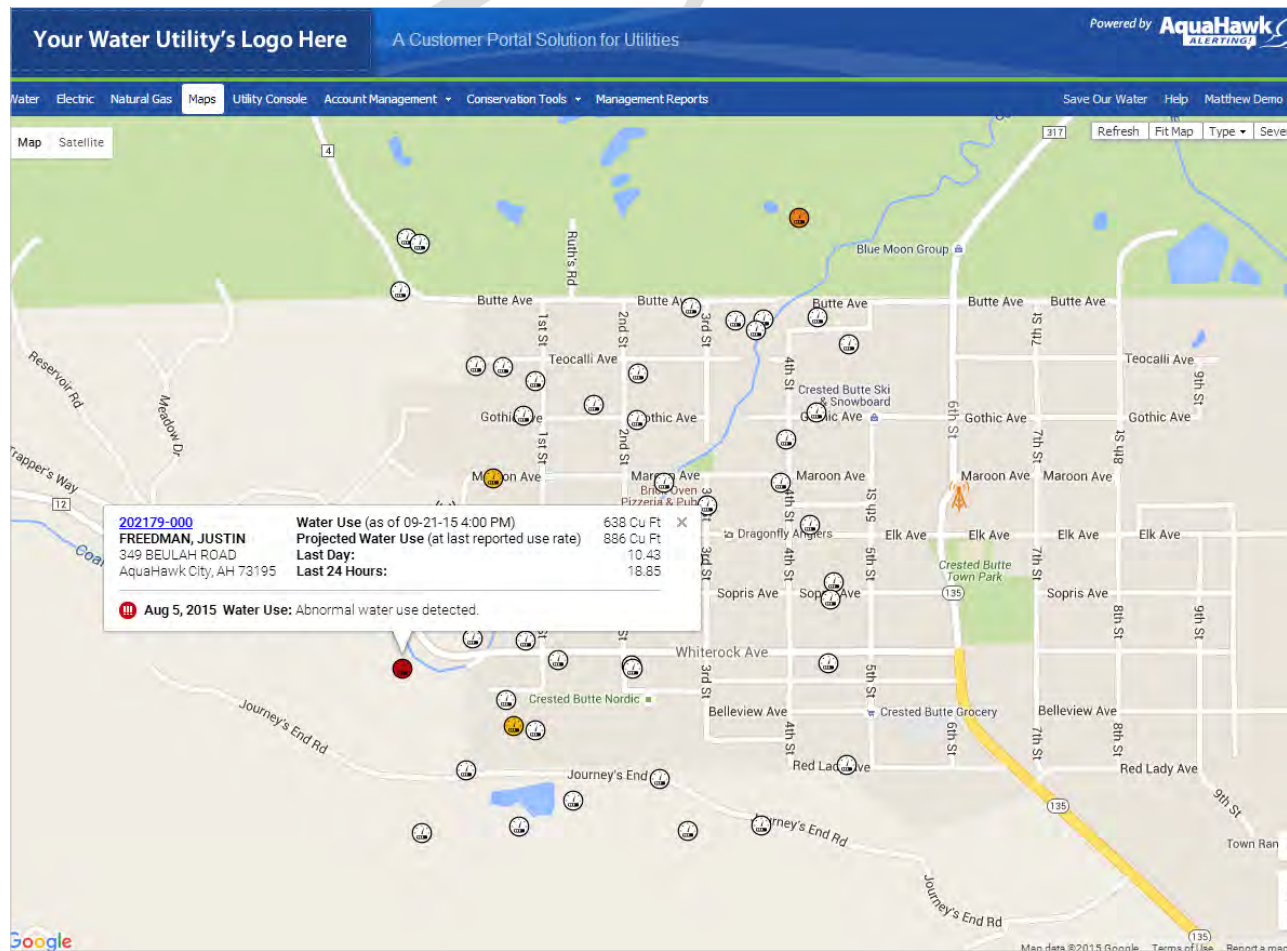
AquaVoice™
 This Water Use Alert is on behalf of City of AquaHawk Water Utility. Could be a leaky toilet. This is unusual for 349 BEULAH ROAD. Please check for a running toilet, broken faucet, or burst pipe. You can access your water use on the AquaHawk Alerting website at d, e, m, o, dot, a, q, u, a, h, a, w, k, dot, u, s . If you have any questions, please call (719) 694-1979.

Direct Mail
 Water Use Alert from City of AquaHawk Water Utility.
 City of AquaHawk Water Utility uses AquaHawk Alerting to analyze your water consumption data and notify you of potential leaks or other issues.
 Could be a leaky toilet. This is unusual for 349 BEULAH ROAD.

SCREENSHOTS

Maps

See a Google Map with your City's meters/radios and Tower Gateway Base Stations (TGBs). Color-coded alerts make it easy to identify issues.



SCREENSHOTS

Group Messaging

Proactively communicate with customers about: distribution line maintenance, service outages, boil notices, or other public service announcements.

Message Information

Filter field (select)

Filter data (Enter string or leave blank)

Apply

Clear

Delete

Currently Applied Filters

Message Summary

Filtered Account Data		Message Counts	
Accounts:	55	Text:	2
Accounts w/Registered Users:	4	Email:	3
Registered Users:	5	AquaVoice™:	5
		Direct Mail:	46

Compose Message

Compose Message

*Message Title

Water service outage

*Message

Due to maintenance work in your neighborhood, a planned water outage will occur on Tuesday, Sept. 23, 2015 from 1 - 3pm.

For more information, call...

Test (Send to these recipients ONLY)

Text

Email

AquaVoice™

Send Message

Cancel

SMS Text

Send - Cost [\$0.10]

Message from City of AquaHawk Water Utility. Due to maintenance work in your neighborhood, a planned water outage will occur on Tuesday, Sept. 23, 2015 from 1 - 3pm.

For more information, call... - https://demo.aquahawk.us (877) 410-0167 x2 aquahawk@amcobi.com

Email

Send - Cost [\$0.15]

City of AquaHawk Water Utility uses AquaHawk Alerting to analyze your water consumption data and notify you of potential leaks or other issues.

We are sending you the following message:

Due to maintenance work in your neighborhood, a planned water...

AquaVoice™

Send - Cost [\$0.50]

This message is on behalf of City of AquaHawk Water Utility. Due to maintenance work in your neighborhood, a planned water outage will occur on Tuesday, Sept. 23, 2015 from 1 - 3pm.

For more information, call... You can access your water use on the AquaHawk Alerting website at d e m o . a q u a h a w k . u s . I f

Direct Mail

Send - Cost [\$43.70]

Message from City of AquaHawk Water Utility.

Due to maintenance work in your neighborhood, a planned water outage will occur on Tuesday, Sept. 23, 2015 from 1 - 3pm.

For more information, call...

SUMMARY

Summary

AmCoBi is best suited to meet the City of Woodland's requirements for a Web-Based Water Account Portal. Our solution integrates easily with Sensus FlexNet, offers a variety of water conservation capabilities, and will help the City create a better customer experience.

No company in the water industry works with more utilities running FlexNet than AmCoBi. And no other provider is managing and analyzing as much hourly data as we are.

Self-service options in AquaHawk enable users to answer their own questions, better manage their water use and expense, and lead to fewer customer service calls.

More than just a customer portal application, AquaHawk offers a comprehensive set of tools to help Woodland employees do their daily jobs more efficiently and easily.

We have experienced strong growth by delivering comprehensive capabilities, at affordable prices, and by providing outstanding training and support.

We commit to making this project a notable success. Let us know how we can best serve you.

Sincerely,

Todd A. Brehe
AmCoBi

- End -

Your Water Utility's Logo Here



Water Use Report

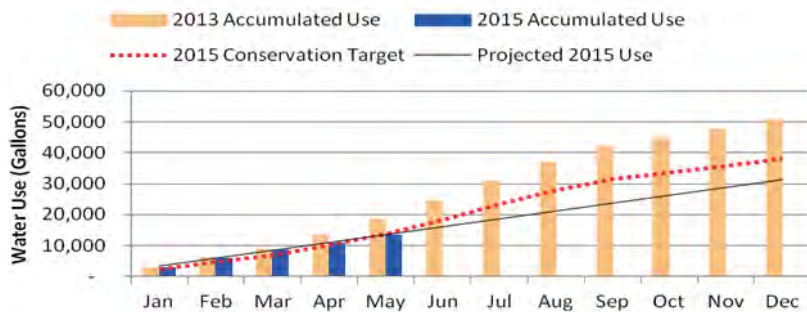
Account # 1234 5678-001

Jeremy Blake

354 Main Street

Anywhere, CO 80909

Accumulated Use vs. Conservation Target



Sign up for e-mail reports at:
www.AquaHawkAlerting.com

Report Period: 5/1/15 - 5/31/15

May Use - 2,500 gals.

Conservation Target = 3,750 gals.

You saved = 1,250 gals.

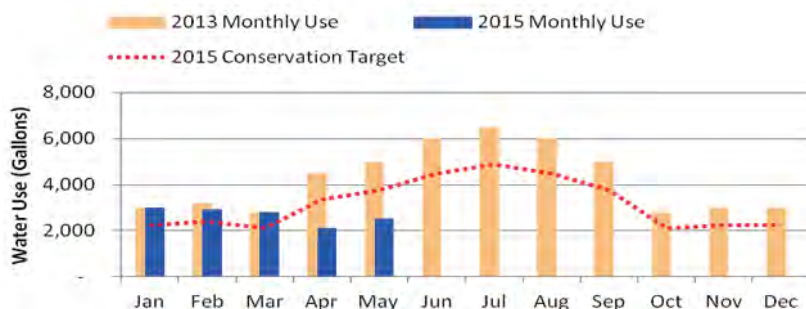
Annual Use = 13,300 gals.

Conservation Target = 13,875 gals.

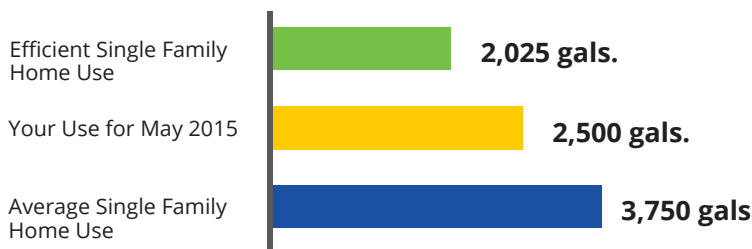
You saved = 575 gals.

*** NOTE:** Similar users are other single family homes in the AquaHawk Water District with an equivalent number of occupants and landscape area.

Monthly Use vs. Conservation Target



Last Month Comparison to Similar Users *



Utility Custom Message

The utility can enter a message to its customers here. Up to seven lines...
The utility can enter a message to its customers here. Up to seven lines...
The utility can enter a message to its customers here. Up to seven lines...
The utility can enter a message to its customers here. Up to seven lines...



Water Savings Rebates & Programs

AquaHawk Utility offers a several programs for reducing your water usage:

Rebates: Save water and money with conservation rebates

Turf Removal: Get paid to remove your lawn

Free Home Evaluations: Get a FREE home water survey

Visit our website at: www.WaterUtility.com



Create an Online Account

AquaHawk Utility offers a FREE customer portal where you can see your water usage, useful comparisons, and money-saving information.

Register at:
www.AquaHawkAlerting.com

You'll need a copy of your water bill.

Legislation Text

5.

File #: 16-273, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 5, 2016

SUBJECT: Utility Rate-Payer Assistance Program - Carry-over Appropriations

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the carry-over of \$49,620 of unencumbered unexpended Measure J appropriations from fiscal year 2014/15 to 2015/16 for the Utility Assistance Program.

Staff Contact

Kim McKinney, Finance Officer - (530)661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact

Approval of the staff recommendation will authorize an amendment to the FY2015/16 General Fund budget in the amount of \$49,620. These funds were previously authorized as part of the FY2014/15 budget and Measure J spending plan for use toward the Utility Assistance Program, but remained unused at fiscal year end.

Background

In June 2014, voters passed Measure J (MSJ) and approved an advisory ballot measure, Measure N. The combination of these voter initiatives provides for up to 5% of MSJ revenues annually to support a water and sewer utility ratepayer assistance program for low-income residents. In FY2014/15, the City appropriated \$75,000 for the Utility Assistance Program (UAP), but only \$25,380 was used for participation, leaving \$49,620 unexpended in FY2014/15. For FY2015/16, the City appropriated \$100,000 of MSJ revenues for the Utility Assistance Program.

Due to the underutilization of the UAP in FY2014/15, the City Council approved a modification to the UAP on October 20, 2015. The modified program increased the monthly assistance from \$58.75 to \$75, and increased the length of the assistance from three to six months.

Discussion

Prior to changing the UAP, the City had approved 61 households for assistance, committing \$10,751 of available funds for the current fiscal year. Following the modification of the program, an additional 268 applications have been received and meet the qualifications of the UAP. Approval of all applications received

will commit funds beyond the \$100,000 currently approved in the FY2015/16 budget. To date, the program will provide assistance to 329 families in the City; this is a significant increase to the 159 families that participated in the UAP in FY2014/15, and more than 75% of the applicants are applying for the program for the first time.

It is likely that staff will need to return to Council at a later date to request additional funds; staff continues to receive applications for the program and the rollover appropriation requested will only cover applications received and qualified for approval through early December.

Continuing to accept applications will allow staff to gather better information on the number of families that are likely participants in the program. With better information, future modifications to the UAP are likely and staff will work with the Water Utility Advisory Committee to explore various options for amount and term of future programs.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the carry-over of \$49,620 of unencumbered unexpended Measure J appropriations from fiscal year 2014/15 to 2015/16 for the Utility Assistance Program.

Prepared by: Kim McKinney, Finance Officer

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING APPROPRIATIONS FOR THE UTILITY ASSISTANCE PROGRAM**

WHEREAS, a balanced annual budget for the City of Woodland was prepared for fiscal year 2015-2016 and adopted by the City Council on June 16, 2015; and

WHEREAS, the adopted budget included appropriations of \$100,000 of Measure J revenues to be used for the Utility Assistance Program; and

WHEREAS, the participation of the Utility Assistance Program has exceeded available appropriations; and

WHEREAS, fiscal year 2014/15 appropriations for the Utility Assistance Program were not fully expended; and

WHEREAS, staff wishes to continue to offer the Utility Assistance Program to qualifying participants,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY2015/16 appropriations for the Utility Assistance Program shall be increased by \$49,620.

PASSED, APPROVED, AND ADOPTED THIS DAY OF , 2016.

STATE OF CALIFORNIA
COUNTY OF YOLO
CITY OF WOODLAND

I, _____, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _____ day of _____, 2016, by the following vote:

AYES: Council members:

NOES: Council members:

ABSENT: Council members:

ABSTAIN: Council members:

RESOLUTION NO: _____

Mayor, Tom Stallard

Attest:

_____,
City Clerk, Ana B. Gonzalez

Legislation Text

6.

File #: 16-287, Version: 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: January 5, 2016

SUBJECT: Framework for Future Annexations and Update of Master Tax-Sharing Agreement
with Yolo County**Recommendation for Action:** Staff recommends that the City Council:

- 1) Receive a presentation and provide comment on the policy framework for future annexations,
- 2) Direct staff to commence negotiations with Yolo County related to updating the existing Master-Tax-Sharing Agreement, and
- 3) Consider appointment of an Ad Hoc Council sub-committee to assist staff in tax-sharing discussions with Yolo County, as needed.

Staff Contact

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

Fiscal Impact

There is no direct fiscal impact from the recommendations included in this staff report. However, the outcome of negotiations related to updating the Master Tax-Sharing Agreement with Yolo County will have significant implications for revenues that can be anticipated from future development projects requiring annexation of land.

Background

The City of Woodland is in the early stages of processing applications for development projects for property within the city's voter-approved Urban Limit Line, but outside the current city boundaries. Concurrent with the processing of the development applications, the city must commence annexation proceedings, consistent with the applicable state law as administered by the Local Agency Formation Commission (LAFCO).

Under state law, a prerequisite for LAFCO to process a duly submitted annexation application is agreement between the annexing City and County on a tax-sharing agreement governing the allocation of property taxes on parcels to be annexed. The tax-sharing agreement is one of the vehicles available to help ensure that property tax revenues are allocated to the City and County consistent with each entity's responsibility to provide municipal services to the residents and businesses within the newly-annexed territory.

Based on the negotiated tax-sharing agreement and resultant allocation of anticipated tax revenues to the city and county, a typical entitlement process provides additional tools to help ensure that any given development generates sufficient revenues to cover the anticipated costs of providing municipal services. These tools include negotiated development agreements, application of appropriate development impact fees, and - in some

cases - establishment of supplemental assessments such as Community Facilities Districts (CFD) and/or Landscaping and Lighting Assessment Districts (LLAD).

In advance of commencing formal tax-sharing negotiations with Yolo County, both the city and county have worked - both collaboratively and independently - to develop guiding principles and consistent methodologies for assessing the fiscal impacts of projects requiring annexation. In 2013, the City and County collaborated on a scope of work for a City-led analysis of fiscal impacts of alternative development scenarios to guide an update of the Master Tax-Sharing Agreement. Upon completion of the study, the County informed the City of its intent to pursue its own, independent, fiscal analysis with the stated goal of expanding its scope to include a number of other potential development projects being considered by the cities of Davis and Winters.

Twice within the past year the County Board of Supervisors has received information from County staff to guide possible annexations and related tax-sharing negotiations. The Board of Supervisors adopted a policy framework for future annexations within Yolo County (Item #12, 12/16/14), and considered a Fiscal Impact Analysis and Tax Transfer Model (Item #26, 10/27/15). On both occasions, the City of Woodland provided a comment letter to the County Administrator and Board of Supervisors expressing concerns with the scope and appropriateness of the policy document and fiscal model. The City continues to review the fiscal impact analysis prepared by the County.

The purpose of tonight's Council presentation is to present and receive comment on the policy and fiscal framework that will inform the City's position on annexation and tax-sharing agreements with Yolo County.

Discussion

The City is preparing to engage with the County in discussions aimed at reaching agreement on one or more tax-sharing agreements that would allow for initiation of annexation proceedings for land currently outside the city boundaries, but within the voter-approved urban limit line, for the purpose of considering entitlements to development projects consistent with the current General Plan (and pending update).

Two pending projects would require annexation of land currently designated by the General Plan as Industrial, and would result in annexation of most, if not all, of the remaining parcels completing the industrial zone in the north-east quadrant of the city.

A third project would entail annexation of the next increment of land immediately adjacent to the Spring Lake Specific Plan Area, roughly bounded by Highway 113 and Road 25A. This parcel represents a portion of the land designated as the Spring Lake Remainder Area in the current General Plan, and sub-area SP 1A in the land use map adopted by the Council as part of the pending General Plan Update. The City is at the early stages of processing a pre-application for a mixed-use project that would provide for an employment-generating business park supported by residential and commercial land uses intended to integrate the proposed project with the Spring Lake development to the East.

Prior to formally commencing tax-sharing discussions with Yolo County, staff has prepared a City Council presentation to provide background information on current and proposed land uses, local property-tax shares available to support city services, and an introduction to approaches for assessing fiscal impacts of annexations, and guide tax-sharing negotiations with the county. The basic presentation outline is set forth below as well as a draft policy for the City Council's consideration.

Presentation Outline

Existing and Proposed Land Uses within Urban Limit Line

City Shares of Property Tax Revenue

Existing Master Tax-Sharing Agreement (and Recent Annexations)

Updating the Master Tax-Sharing Agreement

- a) *Infill versus Greenfield Development*
- b) *Industrial / Commercial / Residential Development*

Fiscal Impact of Annexation

- a) *Revenue Estimates*
- b) *Costs of Service*
 - a. *Current versus Desired Service Standards*
 - b. *Case Study (Project-Specific)*

The “Pie” - Local Property Tax Subject to Negotiations

Fiscal Equity in Property Tax-Sharing Agreements

Addressing Cost-of-Service Deficiencies

Process / Timeline / Next Steps

*** DRAFT ***

City Policy Objectives - Updating Master Tax-Sharing Agreement

- Ensure that annexations result in sufficient revenues to cover the City’s costs of municipal services needed to support new development.
 - To the extent possible, limit the need for new supplemental taxes or assessments to cover cost of municipal services, consistent with existing city service standards.
 - Where possible, revenues from new development should support addressing identified deficiencies in existing service standards.
- Ensure that direct County costs associated with annexations are covered via appropriate tax-sharing or other provisions.
- When possible, provide for equitable share of net fiscal benefits of annexations.
- Consider all existing tax revenues expected to be generated by development projects as a means of offsetting anticipated costs for city and county services.
 - Revenues and costs associated with voter-approved tax measures may be considered, on a case-by case basis, depending on prescribed uses of funds.

- Primary consideration should be provided to ensuring that direct service costs are covered over the enhancement of current service levels.
- When appropriate, the cumulative fiscal impact of planned development projects should be considered along with individual project-specific fiscal impacts.
- Care should be taken to ensure that tax-sharing is consistent with proportionate cost burden of future/planned development across the entire County.
- To the extent possible, the City should strive to establish a consistent and level “playing field” relative to existing property tax shares within the City and across all cities within Yolo County, so as not to arbitrarily favor development in one area of the City or County.
- Any update to the Master Tax-Sharing Agreement should provide for the review and update of prior tax-sharing agreements for consistency with current principles and application thereof.
- Recognizing that annexations may result in fiscal impacts to the County that should be mitigated to the extent possible, the City shall nonetheless retain local control and autonomy over land use planning and project approvals.

Conclusion

Staff recommends that the City Council:

- 1) Receive a presentation and provide comment on the policy framework for future annexations,
- 2) Direct staff to commence negotiations with Yolo County related to updating the existing Master-Tax-Sharing Agreement, and
- 3) Consider appointment of an Ad Hoc Council sub-committee to assist staff in tax-sharing discussions with Yolo County, as needed.

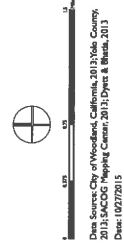
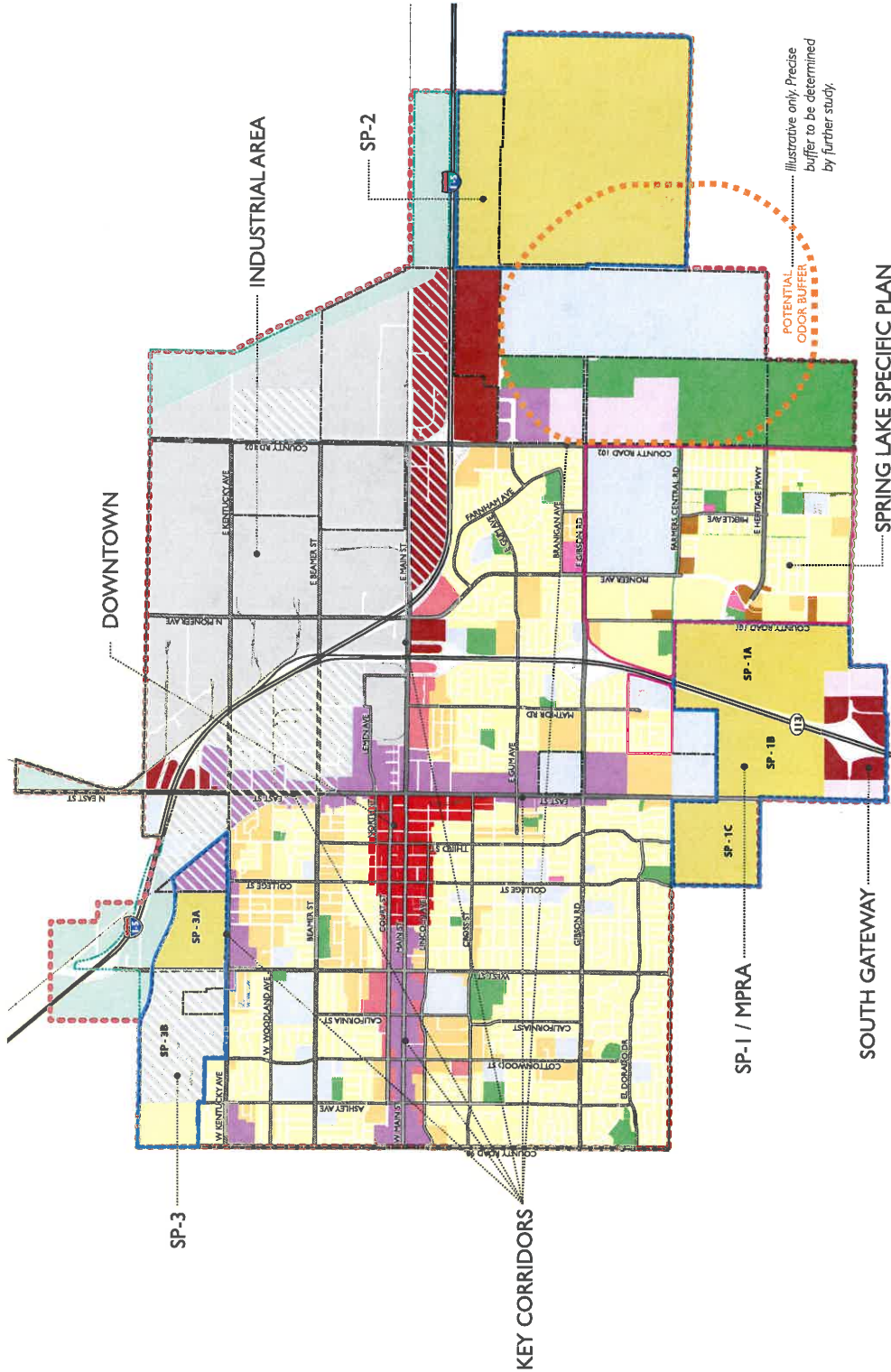
Prepared by: Paul Navazio, City Manager

Attachments:

- 1) Draft General Plan Land Use Designation (Pending General Plan Update)
- 2) City of Woodland Sphere of Influence (LAFCO, 2011)
- 3) Existing Tax Rate Area Allocation Factors
- 4) Correspondence Re: County’s Annexation Policy Framework (December, 2014)
- 5) Correspondence Re: County’s Fiscal Impact and Tax Transfer Analysis (October 2015)

Draft General Plan Land Use

- Low Density Residential (LD)
 - Medium Density Residential (MD)
 - High Density Residential (HD)
 - Downtown Mixed Use (DX)
 - Corridor Mixed Use (CX)
 - Neighborhood Commercial (NC)
 - Community Commercial (CC)
 - Regional Commercial (RC)
 - Business Park (BP)
 - Industrial (IN)
 - Specific Plan (SP)
 - Public/Quasi Public (PQ)
 - Open Space (OS)
 - Flood Study Area (FS)
 - Light Industrial Overlay
 - Spring Lake Specific Plan
 - New Specific Plan Boundary
- Transportation**
- Highways
 - Principal Arterials
 - Minor Arterials
 - Collectors
 - Local Roads
- Boundaries**
- City Limits
 - Sphere of Influence (SOI)
 - Urban Limit Line



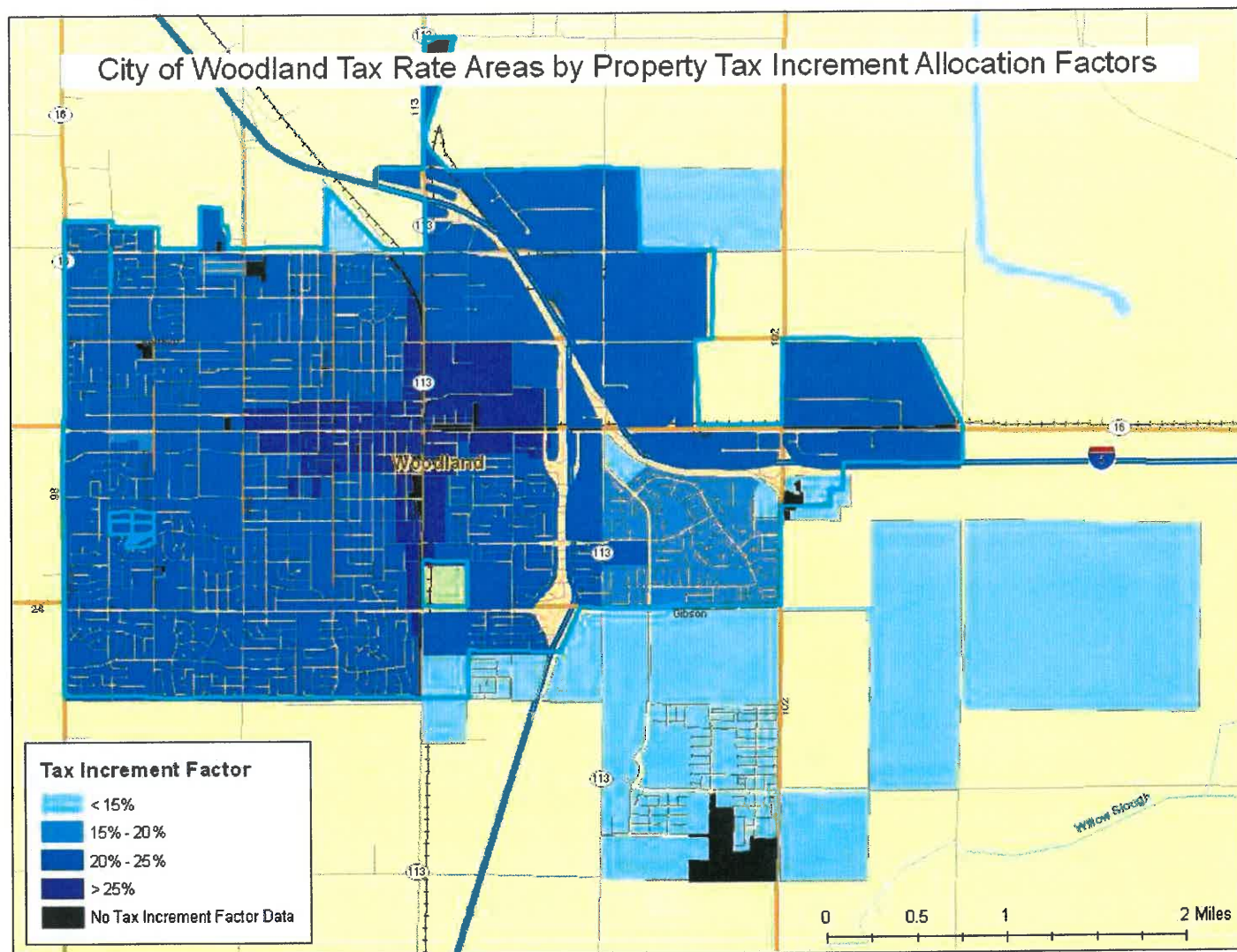
[illegible]

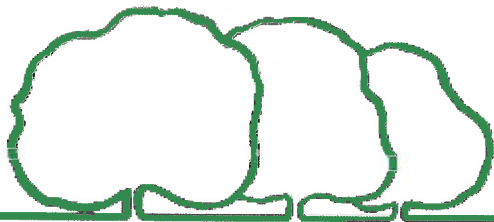
Created by Yolo LAFCO on October 18, 2010
Updated on May 18, 2011
Data provided by Yolo County

Exhibit A



Figure 5-4: Tax Rate Areas by Property Tax Increment Allocation Factors





City of Woodland

300 FIRST STREET

WOODLAND, CALIFORNIA 95695

(530) 661-5800

FAX: (530) 661-5813

December 16, 2014

Re: Approval of Annexation Policy Framework – Agenda Item #12

Chair Saylor and Members of the Board of Supervisors:

The City of Woodland respectfully requests that the Board of Supervisors defer action on the proposed “Annexation Policy Framework” pending the opportunity for more thorough review and feedback. This request stems from the City’s concern over the scope of the proposed annexation policy framework and the lack of clarity about how the County envisions implementing the proposed framework and its potential impact of long-standing city project approval criteria and processes

While the proposed policy framework includes several of the issues that the County has consistently identified as considerations in the analysis of annexation proposals, the document also appears to go well beyond concerns related to fiscal and service impacts of proposed projects. We are struggling to understand how the County envisions implementing this policy framework and, specifically, how the County’s interest (as expressed) meshes with existing General Plan, CEQA, YSAQMD, and local zoning and design review requirements for which development projects are already subject to as well as with the statutory requirements for annexations and existing LAFCO procedures.

At best, the policy framework would benefit from further refinement and clarification. At worst, certain elements of the policy could be construed as a direct infringement on each city’s’ local control and autonomy over land use planning and project approvals.

Without the benefit of any information related to the urgency with which the Board is being asked to approve this potentially far-reaching policy, we would respectfully request that the policy be referred to our respective County/City 2x2 forums for review and comment prior to consideration.

Respectfully,

Paul Navazio
City Manager

cc: Woodland City Council
Kara Ueda, City Attorney
Patrick Blacklock, County Administrator
Dirk Brazil, City Manager – Davis
John Donlevy, City Manager – Winters
Marty Tuttle, City Manager – West Sacramento

[Print](#)[Back to Calendar](#)[Return](#)[Previous](#)[Next](#)

Consent-General Government # 12.

Board of Supervisors Meeting**County Administrator****Meeting Date:** 12/16/2014**Brief Title:** Annexation Policy Framework**From:** Patrick S. Blacklock, County Administrator**Staff Contact:** Alexander Tengolics, Intergovernmental and Tribal Affairs Analyst,
County Administrator's Office, x8068**Subject**

Approve annexation policy framework. (No general fund impact) (Blacklock/Tengolics)

Recommended Action

Approve annexation policy framework.

Strategic Plan Goal(s)

Advance innovation
 Champion job creation and economic opportunities
 Collaborate to maximize success
 Enhance and sustain the safety net
 Preserve and ensure safe and crime free communities
 Preserve and support agriculture
 Protect open space and the environment
 Provide fiscally sound, dynamic and responsive services

Reason for Recommended Action/Background

As annexation negotiations with various jurisdictions begin to progress, staff has drafted a proposed annexation policy framework to guide discussions and negotiations going forward. The proposed annexation policy framework provides a starting point for comprehensively accounting for the impacts of a given annexation and subsequent development project while also offering potential mechanisms for addressing such impacts and providing public benefits (net gains). From this framework, project specific impacts can be identified and further studied and addressed with a focus on net gains and ensuring that an annexation provides sufficient and equitable revenue to both the County and city to deliver the necessary public services.

Collaborations (including Board advisory groups and external partner agencies)

The County Administrator's Office worked closely with County Counsel and PPWES in drafting the annexation policy framework.

Fiscal Impact

No Fiscal Impact

Fiscal Impact (Expenditure)

Total cost of recommended action:	\$ 0
Amount budgeted for expenditure:	\$ 0
Additional expenditure authority needed:	\$ 0
One-time commitment	Yes

Source of Funds for this Expenditure

\$0

Attachments[Att. A. Annexation Policy Framework](#)

Form Review**Inbox**

Patrick Blacklock

Phil Pogledich

Reviewed By

Patrick Blacklock

Phil Pogledich

Date

12/08/2014 03:50 PM

12/10/2014 06:59 AM

Form Started By: Alexander Tengolics**Started On:** 12/02/2014 03:52 PM**Final Approval Date:** 12/10/2014

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Proposed Annexation Policy Framework

Purpose and Objective

The annexation of land to a city—and in particular, the development and related activities that follow—can impact the County in a number of ways. The purpose of this document is to identify appropriate issues to consider in assessing the potential impacts of an annexation upon the County. While each proposed annexation will have to be evaluated individually, this document provides a good starting place for identifying issues that require consideration and, if appropriate, resolution through one or more of the following mechanisms:

- Tax-sharing Agreement
- Development Impact Fees
- Development Agreement
- CEQA Mitigation Measures
- Joint Planning/Environmental Review MOU
- Community Facilities District

Within the Land Use, Fiscal, and Infrastructure sections that follow, each category of potential impacts briefly references the mechanism(s) that may be best suited to implement measures that reduce or eliminate adverse effects on the County. The use of a Development Agreement to secure public benefits (net gains) should also be considered in connection with individual annexation proposals. Tax-sharing agreements can also be an effective mechanism for non-traditional allocations of property and sales tax revenues in a manner that enables counties to share in the fiscal benefits of development that follows annexations.

Land Use Impacts

Land use impacts vary greatly from project to project and necessarily require individualized analysis. This will typically happen through the environmental review process under the California Environmental Quality Act. Some of the more common issues to anticipate include the following:

1. Visual Impacts/Aesthetics.
 - Signage, particularly sign height and illumination
 - Architectural and landscape themes that complement the region's agricultural heritage
 - Compatibility with surrounding neighborhoods

Mechanisms: Development Agreement, CEQA Mitigation Measures.

2. Agricultural Resources.
 - County land use policy (including General Plan/Zoning) considerations, including but not limited to foregone development opportunities
 - Project density/intensity
 - Loss of farmland and mitigation on like/better soils (preferably, 2:1 without stacking), within Woodland/Davis "greenbelt" or other strategic areas if feasible

- Appropriate buffers within the project site to minimize impacts on nearby farming operations
- Fencing or other measures to reduce trespassing and vandalism on adjacent farmland
- Proximity of proposed agricultural mitigation to existing conserved lands and the potential for “islands” of agriculture due to development patterns
- Agricultural sustainability/viability, particularly due to development-related impacts, and potential tie-in to Agricultural Economic Development Fund

Mechanisms: Development Agreement, CEQA Mitigation Measures, Joint Planning MOU

3. Growth Inducement.

- Potential for new infrastructure to ease the path for additional development, potential tie-in to countywide Capital Improvement Plan
- Effect on regional jobs/housing balance

Mechanisms: Development Agreement, Community Facilities District

4. Air Quality/Odors.

- Emissions from onsite uses, including industrial facilities and gas stations
- Odor impacts

Mechanisms: CEQA Mitigation Measures

5. Transportation/Traffic.

- Measures to reduce vehicle miles traveled and promote active transportation, including bus stops, bicycle paths, and ride-sharing programs, potential to tie-in to bicycle plan
- Construction of all infrastructure necessary to serve project and mitigate its impacts on existing facilities, potentially including road widening, turn lands, signals and signage, and (for major projects) freeway on-ramps, ingress and egress
- Ongoing road maintenance issues, including increased wear and tear
- Mitigation for short-term construction impacts

Mechanisms: Development Agreement, CEQA Mitigation, Joint Planning MOU, Community Facilities District

6. Climate Change/Greenhouse Gases.

- Energy efficient building design features, onsite solar, and public transit facilities are among the methods frequently used to address GHG emissions
- Consideration of relevant provisions of the County Climate Action Plan including EV charging stations (will vary by development)

Mechanisms: Development Agreement, Joint Planning MOU

7. Hydrology/Water Quality.

- Floodplain issues, including displacement of floodwaters and related regional/system effects (may be obviated by onsite detention or retention facilities)

Mechanisms: CEQA Mitigation Measures

8. Biological Resources.

- Swainson's hawk mitigation (without easement stacking)
- Coordination with Habitat JPA on biological resources assessment and, as appropriate, mitigation of any impacts

Mechanisms: CEQA Mitigation Measures

9. Urban Decay

- Effect on existing shopping centers or other facilities that may be affected by a project
- Ability to address through infill rather than "greenfield" development

Mechanisms: Joint Planning MOU

Fiscal Impacts

Fiscal impacts include the revenue issues typically addressed in a tax-sharing agreement, and will also frequently include both direct and indirect impacts associated with the increased use of County facilities and services. Affected County facilities and services will commonly include including probation, law enforcement, health services, public works, solid waste (landfill), parks, and social services. County infrastructure (e.g., roads, bridges) is discussed separately below. Where practical, contributions to the Yolo County Agricultural Economic Development Fund should also be considered.

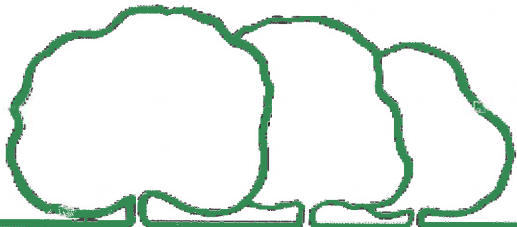
Mechanisms: Tax-sharing Agreement, Development Impact Fees, Development Agreement, Community Facilities District

Infrastructure Impacts

Effects on County infrastructure can be direct (e.g., road relocation) and indirect (e.g., bridge reconstruction to accommodate increased traffic). The extension of city utility services, such as water and sewer, also presents unique issues and opportunities, as annexations and related development can reduce the fiscal and other barriers to providing such services to existing portions of the unincorporated area.

Many such impacts will be identified and addressed—to varying degrees—through the environmental review process. However, conventional tools such as "fair share" contributions to new infrastructure are frequently inadequate to fully address effects on County facilities. Alternative approaches, including but not limited to Development Agreements as a means of securing dedicated funding for such improvements and/or implementation of the countywide Capital Improvement Plan, may be appropriate in some cases.

Mechanisms: Tax-sharing Agreement, Development Impact Fees (as CEQA Mitigation Measures or otherwise), Development Agreement, Community Facilities District



City of Woodland

CITY MANAGER

300 FIRST STREET

WOODLAND, CALIFORNIA 95695

(530) 661-5800

FAX: (530) 661-5813

October 23, 2015

Mr. Patrick Blacklock
County Administrator

Via: Electronic Mail

Patrick –

This letter is in reference to your upcoming Board of Supervisor agenda item (#26) transmitting the Yolo County Fiscal Impact and Tax-Transfer Analysis model prepared by the Goodwin Consulting Group (GCG).

The City of Woodland appreciates the opportunity provided to participate in this analysis and provide relevant information to your consultants. We acknowledge that the updated report reflects information provided by the City of Woodland that was erroneously omitted from the earlier draft report.

However, despite the efforts taken to engage with the City of Woodland, we continue to have questions and concerns related to the GCG report. As such, we wish to be on record that the City of Woodland does not endorse this analysis as an objective (or entirely appropriate) framework for analysis of fiscal impacts resulting from annexations.

We would agree that the report contains a wealth of relevant information, and may serve the County's interests as a tool for analysis of future annexation scenarios. At the same time, you should be aware that the City of Woodland has continued to refine the tax-sharing model that we initiated in 2013 in consultation with – and extensive participation by – Yolo County staff. We are currently evaluating the GCG report for consistency with our own analysis, and as well as the extent to which questions and concerns raised earlier in the process are addressed in the County's report.

I look forward to reviewing the final GCG report with you and your team, and regret that we did not have an opportunity to adequately do so prior to the report being finalized for presentation to the Board of Supervisors.

Respectfully,

Paul Navazio
City Manager

cc: Woodland City Council
Supervisor Matt Rexroad, Board Chair (District 3)
Supervisor Duane Chamberlain (District 5)

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Regular-General Government # 26.

Board of Supervisors Meeting**County Administrator****Meeting Date:** 10/27/2015**Brief Title:** Future Annexations Fiscal Analysis**From:** Patrick Blacklock, County Administrator**Staff Contact:** Mindi Nunes, Assistant County Administrator, County Administrator's Office, x8329

Subject

Presentation of Yolo County Fiscal Impact and Tax Transfer Analysis Model. (No general fund impact) (Nunes)

Recommended Action

Receive presentation of Yolo County Fiscal Impact and Tax Transfer Analysis Model and support the model as a tool for use during future discussions with the cities of Davis, Winters, and Woodland on potential annexations and development.

Strategic Plan Goal(s)

Robust Economy

Flourishing Agriculture

Thriving Residents

Safe Communities

Sustainable Environment

Reason for Recommended Action/Background*Background*

Building upon the research and analysis completed by BAE Urban Economics for the City of Woodland specific to annexation scenarios between the City of Woodland and Yolo County, County staff began working with Goodwin Consulting Group (GCG) in August 2014 to develop the Yolo County Fiscal Impact and Tax Transfer Analysis Model. County staff had two goals for this project:

1. To develop a model that would evaluate the fiscal impacts to the County and the cities of Davis, Winters, and Woodland of providing municipal services to areas within currently unincorporated County jurisdiction upon annexation into a city; and
2. To explore various tax-sharing scenarios to illustrate approaches that result in an equitable distribution of fiscal impacts when annexation occurs.

Following a kick-off meeting with County staff, GCG collected the County's budget, as well as the budgets for the cities of Davis, Winters, and Woodland. West Sacramento was not included in the analysis as there are no foreseeable annexations into West Sacramento in the near future. GCG was also provided with supplemental documents, such as the County's five-year financial forecast and County strategic plans and master plans addressing future service levels, to identify additional costs and desired services levels for county-wide programs and services. This information, as well as applied standard fiscal methodologies, was used to perform an initial fiscal impact analysis focused on each entity's General Fund revenues and expenditures.

During a meeting in April of 2015, the cities of Davis, Winters, and Woodland were provided with an opportunity to review the initial fiscal impact analysis, identify gaps in city financial information and data, and schedule a one-on-one meeting with GCG. Additional information provided, as well as feedback from each city's Financial Officer and City Manager, was used by GCG to finalize the fiscal impact analysis and build tax-sharing scenarios between the County and each city. This information was then reviewed by staff in the County Administrator's Office and Department of Financial Services and the appropriate revisions were made to finalize the model for presentation to the Board of Supervisors.

Model

The final Yolo County Fiscal Impact and Tax Transfer Analysis Model is attached to this agenda item as Att. A: Fiscal Impact and Tax Transfer Analysis Model and a model overview will be provided to the Board of Supervisors by Cindy Yan, Principal and Dave Freudenberger, Senior Principal and Founding Partner of GCG.

Next Steps

With the support of the Board of Supervisors, County staff will use the Yolo County Fiscal Impact and Tax Transfer Analysis Model as a tool during future discussions with each City on potential annexations and development.

Collaborations (including Board advisory groups and external partner agencies)

The development of the Yolo County Fiscal Impact and Tax Transfer Analysis Model reflects the work of numerous Yolo County departments, Goodwin Consulting Group, and the cities of Woodland, Davis, and Winters.

Fiscal Impact

No Fiscal Impact

Fiscal Impact (Expenditure)

Total cost of recommended action:	\$
Amount budgeted for expenditure:	\$
Additional expenditure authority needed:	\$
On-going commitment (annual cost):	\$

Source of Funds for this Expenditure

\$0

Attachments

[Att. A. Fiscal Impact Analysis](#)

Form Review

Inbox

Mindi Nunes
Patrick Blacklock
Howard Newens
Elisa Sabatini

Reviewed By

Mindi Nunes
Patrick Blacklock
Howard Newens
Elisa Sabatini

Date

09/21/2015 03:19 PM
09/22/2015 10:48 AM
09/23/2015 09:00 AM
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Form Started By: beby

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***** EXCERPTS *****

Countywide Fiscal Impact and Tax Sharing Analysis



GOODWIN CONSULTING GROUP

COUNTY OF YOLO

COUNTYWIDE FISCAL IMPACT AND TAX SHARING ANALYSIS



Final Report

OCTOBER 16, 2015

Table B-4
County of Yolo
Countywide Fiscal Impact and Tax Sharing Analysis
Property Tax Allocation Assumptions between County of Yolo and City of Woodland
Assuming Annexation to the City of Woodland

Property Tax Fund	Post-ERAF Property Tax Distribution ¹							Weighted Average
	Tax Rate Area (TRA):	087-005	087-019	087-045	087-046	087-087	087-088	
	Acres:	453.9	682.8	148.7	632.3	298.8	173.0	
County General Fund		0.11746	0.11746	0.11741	0.11741	0.11879	0.11741	0.11761
County ACO Fund		0.01406	0.01406	0.01405	0.01405	0.01422	0.01405	0.01408
County Library		0.02101	0.02101	0.02100	0.02100	0.02125	0.02100	0.02104
County Road District #2		0.02240	0.02240	0.02239	0.02239	0.02265	0.02239	0.02242
Springlake Fire District		0.07350	0.07350	0.07347	0.07347	0.07433	0.07347	0.07359
Sacto-Yolo Mosquito & Vector Control		0.00989	0.00989	0.00988	0.00988	0.01000	0.00988	
Yolo County Resources Conservation District		—	—	0.00034	0.00034	0.00034	0.00034	
Yolo County Flood Control District		0.00721	0.00721	0.00720	0.00720	—	0.00720	
County Schools		0.03551	0.03551	0.03549	0.03549	0.03591	0.03549	
Woodland Joint Unified School District		0.37137	0.37137	0.37120	0.37120	0.37557	0.37120	
Yuba Community College		0.07758	0.07758	0.07754	0.07754	0.07845	0.07754	
ERAF		0.25002	0.25002	0.25003	0.25003	0.24848	0.25003	
Total		1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	0.24874
Property Tax Available to be Distributed to the County & City								
(General, Road, Library, & Fire District Funds)								
		24.84%	24.84%	24.83%	24.83%	25.12%	24.83%	24.87%

¹ The reallocation of property taxes away from counties, cities, and other agencies to the Educational Revenue Augmentation Fund (ERAF) is based on certain formulas; the allocations to the various funds shown above represent allocations after ERAF reduction factors were applied.

Sources: County of Yolo; Goodwin Consulting Group, Inc.

10/16/2015

Table B-9
County of Yolo
Countywide Fiscal Impact and Tax Sharing Analysis
County General Fund Expense Assumptions

	Total Net Expenditures	Additional Expenses	Adjusted Net Expenses	Average Expense per Unincorporated Area ¹			
				Resident	Employee	Person Served	Average Expense per County
General Government - Administration							
Board of Supervisors	\$1,773,174	\$0	\$1,773,174	-	-	-	\$5.03 ²
County Administrator's Office	\$5,169,194	\$0	\$5,169,194	-	-	-	\$14.67 ²
Assessor	\$1,850,502	\$0	\$1,850,502	-	-	-	\$5.25 ²
Auditor-Controller	\$1,975,128	\$0	\$1,975,128	-	-	-	\$5.81 ²
County Clerk/Recorder	\$2,214,194	\$0	\$2,214,194	-	-	-	\$6.28 ²
County Counsel	\$2,359,278	\$0	\$2,359,278	-	-	-	\$6.70 ²
Total	\$15,341,470	\$0	\$15,341,470	-	-	-	\$43.54 ²
General Government - Other							
Agriculture and Cooperative Extension	\$538,740	\$0	\$538,740	-	-	-	-
General Services	\$3,417,826	\$794,068	\$4,211,894	-	-	\$2.57	-
Library ³	\$176,385	\$0	\$176,385	-	-	\$1.16	\$15.94
Contingency/Non-Departmental ⁴	\$7,599,573	\$0	\$7,599,573	-	-	-	-
Total	\$11,732,524	\$794,068	\$12,526,592	-	-	\$3.74	\$28.76
				-	-	-	\$44.70
Health & Human Services							
Alcohol/Drug and Mental Health	\$402,164	\$0	\$402,164	-	-	\$1.92	-
Social Services	\$1,286,859	\$0	\$1,286,859	-	-	\$6.05	-
Health Department	\$6,643,683	\$0	\$6,643,683	-	-	\$31.73	-
Total	\$8,312,706	\$0	\$8,312,706	-	-	\$39.70	-
Planning, Public Works & Environmental Services							
Planning and Public Works	\$522,477	\$0	\$522,477	-	-	\$12.93	-
Environmental Services	\$53,125	\$92,675	\$145,800	-	-	-	\$0.55
Road Maintenance ⁵	\$0	\$12,500,000	\$12,500,000	-	-	\$309.27	-
Total	\$575,602	\$12,592,675	\$13,168,277	-	-	\$322.19	\$0.55
Law & Justice Services							
Child Support Services	\$0	\$0	\$0	-	-	-	-
District Attorney	\$9,864,417	\$1,385,151	\$11,249,568	-	-	-	\$42.57
Probation	\$5,554,159	\$1,151,420	\$6,705,579	-	-	\$32.02	-
Public Defender	\$5,682,508	\$1,403,000	\$7,085,508	-	-	-	\$26.81
Public Administrator	\$661,066	\$0	\$661,066	-	-	-	\$2.50
Total	\$21,762,150	\$3,939,571	\$25,701,721	-	-	\$32.02	\$71.89
Sheriff-Coroner							
Sheriff-Animal Services	\$315,459	\$0	\$315,459	-	-	-	\$1.19
Sheriff-Civil Process	\$514,655	\$0	\$514,655	-	-	-	\$1.95
Sheriff-Management	\$2,411,100	\$0	\$2,411,100	-	-	-	\$9.12
Sheriff-Boat Patrol	\$51,113	\$0	\$51,113	-	-	-	\$0.19
Sheriff-Patrol	\$6,092,892	\$0	\$6,092,892	-	-	\$150.75	-
Sheriff-Detention	\$13,439,587	\$3,680,000	\$17,119,587	-	-	-	\$64.79
Sheriff-Training	\$170,568	\$0	\$170,568	-	-	-	\$0.85
Sheriff-Coroner	\$679,033	\$0	\$679,033	-	-	-	\$2.57
Total	\$23,674,407	\$3,680,000	\$27,354,407	-	-	\$150.75	\$80.46
Unfunded Liabilities ⁶							
OPEB	\$0	\$12,995,000	\$12,995,000	-	-	\$60.12	\$39.98

¹ Upon annexation, these expenses are not anticipated to continue to be incurred by the County.
² Assumes 25% of the activities under the General Government - Administration expense category will not grow significantly, if at all, due to new development.
³ Multiplier is based on the number of residents in the County less Woodland residents, because Woodland residents are served by the Woodland Public Library System.
⁴ Excludes approximately \$4.5 million associated with retiree health benefit costs.
⁵ The current Pavement Condition Index (PCI) shows that the County should be spending \$12.5 million annually to maintain its existing roadway system.
⁶ Reflects the portion of unfunded liabilities related to existing employees only. Costs are allocated between the unincorporated area and the countywide area based on the total adjusted net expense for all departments for each area.

Sources: County of Yolo FY 2014-15 Recommended Budget; Goodwin Consulting Group, Inc.

10/16/2015

Table E-3

**County of Yolo
Countywide Fiscal Impact and Tax Sharing Analysis
City of Woodland Revenue Assumptions - Multiplier Method**

	Estimated Revenue	Average Revenue per Resident	Average Revenue per Employee	Average Revenue per Person Served
TOT Tax	\$730,804	--	--	\$10.28
Revenue from Other Agencies	\$268,378	--	--	\$3.78
Permits, Fees and Charges	\$3,497,367	--	--	\$49.20
Fines and Forfeitures	\$229,817	--	--	\$3.23
Charges for Services	\$582,129	--	--	\$8.19
Charges to Other Departments	\$4,271,990	--	--	\$60.09

Sources: City of Woodland Proposed Budget FY 2014-15; Goodwin Consulting Group, Inc.

10/16/2015

Table E-5

**County of Yolo
Countywide Fiscal Impact and Tax Sharing Analysis
City of Woodland Expense Assumptions**

	Total Expenditures	Additional Expenses	Estimated Expenditures	Average Expense per Resident	Average Expense per Employee	Average Expense per Person Served
Administration	\$2,720,960	\$0	\$2,720,960	--	--	\$28.71 ¹
Community Development	\$2,631,735	\$0	\$2,631,735	--	--	\$37.02
Community Services	\$1,873,272	\$0	\$1,873,272	\$32.56	--	--
Police (Public Safety Department)	\$16,009,617	\$2,267,040	\$18,276,657	--	--	\$257.10
Fire (Public Safety Department)	\$9,246,857	\$2,332,699	\$11,579,556	--	--	\$162.89
Library	\$1,246,100	\$0	\$1,246,100	\$21.66	--	--
Public Works	\$2,840,642	\$4,406,166	\$7,246,808	--	--	\$101.94
Capital Improvements	\$72,000	\$0	\$72,000	--	--	\$1.01
Non-Departmental	\$4,964,195	\$0	\$4,964,195	--	--	\$69.83
OPEB	--	\$871,800	\$871,800	--	--	\$12.26

¹ Assumes 25% of these expense categories will not grow significantly, if at all, due to new development.

Sources: City of Woodland Proposed Budget FY 2014-15; City of Woodland; Goodwin Consulting Group, Inc.

10/16/2015