



City of Woodland

Meeting Agenda

City Council

City Hall
300 First Street
Woodland, CA 95695

Tuesday, October 17, 2017

6:00 PM

Council Chambers

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

October 17, 2017
6:00 PM

- 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.

- 1. Long Range Calendar

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

F. PRESENTATIONS

- 2. Public Safety Youth Academy

Staff recommends that the City Council receive a presentation regarding the Public Safety Youth Academy.

G. CONSENT CALENDAR

- 3. Second Reading - Accessory Dwelling Unit Ordinance

Staff recommends that the City Council adopt Ordinance No. _____, adding

Section 25-21-05 and amending Sections 25-3-10, 25-4-10 and 25-4-20 of the Woodland Municipal Code pertaining to Accessory Dwelling Unit Regulations.

4. Approve Consultant Agreement for Construction Management and Inspection Services for Improvements associated with Spring Lake Central Phase 5 and the Cal-West Phase 3&4 Subdivisions

Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$77,020.00 for the Spring Lake Central Phase 5 and \$135,914.00 for the Cal-West Phase 3&4 Subdivisions; and authorize the City Manager to execute the agreement and amendments up to 10% of the agreements amount which are \$7,702.00 and 13,591.00 respectively.

5. Waste Management Amended and Restated Agreement

Staff recommends that the City Council adopt Resolution No. _____, approving the Amended and Restated Agreement Between the City of Woodland and USA Waste of California, Inc., dba Waste Management of Woodland, for Solid Waste, Recyclables, Organic Waste and Street Sweeping Services, including new rates for commercial organic waste collection and additional service rates, and authorize the City Manager to sign the agreement.

6. Community Services Department Quarterly Status Report for the period of July 2017 through September 2017

Staff recommends that the City Council accept the Community Services Department's Quarterly Status Report.

7. Second Reading and Adoption of Ordinance Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and the Ordinance Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities

Staff recommends that the City Council adopt Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and the Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

8. Professional Services Agreement with Howell Consulting for Emergency Preparedness and Disaster Planning Services

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the contract with Howell Consulting in the amount not to exceed \$50,000 for Emergency Preparedness and Disaster Planning Services.

9. Final Close Out and Reconciliation for the General Plan Update Project (CIP # 07-06)

Staff recommends that the City Council adopt Resolution No. _____, which includes the following actions:

1. Approve Contract Amendment No. 7 to the Professional Services Agreement (CM #000215) for Tschudin Consulting Group, from \$408,850 to \$418,650
2. Approve Contract Amendment No. 8 to the Professional Services Agreement (CM #000219) for Dyett and Bhatia, Urban and Regional Planners, from \$1,169,926 to \$1,172,236
3. Authorize the contribution of \$5,040 from the General Fund (101) to the Capital Projects fund (501) for the General Plan project work; and

4. Authorize a budget augmentation to project #07-06, to cover final consultant and overhead costs, in the amount of \$28,000: \$5,040 Capital Projects Fund 501 and \$22,960 General City Development Fund 510.
10. Grant Irrigation Line Easement to Bullseye Land Company LLC
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to grant an irrigation line easement to Bullseye Land Company LLC.
11. Professional Services Agreement with Madwell for Marketing Services
Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the professional services agreement with Madwell for marketing services associated with The Food Front economic development marketing initiative.
12. Appoint Member to Manufactured Home Fair Practices Commission
Staff recommends that the City Council appoint Ben Cadranel to the Manufactured Home Fair Practices Commission.
13. Approve Side Letter's amending the eligible approved languages under the Bilingual Policy and amend the Stipend from \$150 per month to \$200 per month
Staff recommends that the City Council approve the Side Letter of Agreement(s) to accept the changes to the bilingual policy and amend the monthly stipend. The affected Bargaining Groups are: 1) Fire MidManagement (FMM); 2) Woodland Professional Firefighter Association (WPFPA); 3) Woodland Police Supervisors Association (WPSA); and 4) MidManagement Professional Association (MMPA).

H. PUBLIC HEARINGS

14. Landmark Tree Designation
Staff recommends that the City Council:
1) Consider the historical and public significance of the six trees recommended for designation as Landmark Trees; and 2) Adopt Resolution No. _____, (Attachment 1), approving the recommendation of the Historical Preservation Commission and the Parks and Recreation Commission to designate as Local Landmark Trees two native Valley Oak trees located at Beamer Park; two native Valley Oak trees located at City Park; the "Shakespeare Club" Valley Oak tree also located at City Park; and the Paradox Walnut tree located in City Park.

I. REPORTS OF THE CITY MANAGER

15. Conceptual Buildout of the Sports Park and Improvements to Sports Facilities
Staff recommends that the City Council:
 1. receive the Council Sub-Committee report related to conceptual plan for buildout of the Sports Park and recommended improvements to other City sports facilities,
 2. provide feedback on the recommended project priorities as outlined in the report,
 3. provide feedback on the proposed framework whereby the identified projects would be contingent on user groups raising funds for design and construction of facilities as well as ongoing maintenance pursuant to individual operating agreements to be established between each group and the City,

4. direct staff to return to the City Council with information related to the cost to construct, operate, and maintain the proposed Girls Fastpitch Softball fields, associated facilities, and parking lot, and
 5. adopt Resolution No. _____, appropriating \$80,000 in Measure J funds, representing “seed” funding to assist individual groups with advancing their respective planning and fund-raising efforts.
16. Discussion Concerning Commercial Cannabis Options
- Staff recommends that the City Council receive a report from the Ad Hoc Cannabis Sub-Committee and provide feedback on proposed recommendations for regulating commercial cannabis uses in the City of Woodland.

J. 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 October 17, 2017 was posted on October 13, 2017 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.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 1.
SUBJECT: Long Range Calendar

Recommendation for Action:

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

Staff Contact:

Ana B Gonzalez, City Clerk, 5309089627, 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.

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Long Range Calendar	10/13/2017	Backup Material

UPDATED COUNCIL LONG RANGE CALENDAR

NOVEMBER 7th

REGULAR MEETING

Minutes

City Council Minutes of October 3rd and 17th, 2017

Presentation

Library Facility Master Plan

Consent Calendar

Approve Contract with BSK for Water Quality Testing Services

West Yost Consultant Contract

Quarterly Treasurer's Report

Public Hearing

Interim Zoning Update

Regular Calendar

Aquatic Feasibility Study

NOVEMBER 21st

REGULAR MEETING

Presentation

OpenGov Presentation

Consent Calendar

Public Hearing

Spring Lake Infrastructure Fee (SLIF) and SL Specific Plan Financing Plan Update

Commercial Cannabis Ordinance Regulations

Regular Calendar

Ag Mitigation Ordinance

Emergency Operation Plan - Fire

Appoint Board and Commission Members

First Quarter Budget Review

Ag Mitigation

Affordable Housing

FUTURE TOPICS / STUDY SESSIONS (TBD):

Interim Zoning Ordinance tentative schedule:

Dec CC #2



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 2.
SUBJECT: Public Safety Youth Academy

Recommendation for Action:

Staff recommends that the City Council receive a presentation regarding the Public Safety Youth Academy.

Staff Contact:

Rebecca Ramirez, Fire Chief, (530) 661-5861, becky.ramirez@cityofwoodland.org

Background:

The Woodland Police and Fire Departments have joined forces to start a Youth Public Safety Academy (YPSA) beginning in 2018.

Trista Kennedy and Sam Kennedy will provide a verbal update with more detailed information regarding this academy.

Paul Navazio, City Manager



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 3.
SUBJECT: Second Reading - Accessory Dwelling Unit Ordinance

Recommendation for Action:

Staff recommends that the City Council adopt Ordinance No. _____, adding Section 25-21-05 and amending Sections 25-3-10, 25-4-10 and 25-4-20 of the Woodland Municipal Code pertaining to Accessory Dwelling Unit Regulations.

Staff Contact:

Erika Bumgardner, Senior Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Prepared By: Erika Bumgardner, Senior Planner

Reviewed By: Cindy Norris, Principal Planner

A handwritten signature in black ink, appearing to read "Paul Navazio", is written above a horizontal line.

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Accessory Dwelling Units	10/4/2017	Ordinance

ORDINANCE NO.

AN ORDINANCE ADDING SECTION 25-21-05 AND AMENDING SECTIONS 25-3-10, 25-4-10 AND 25-4-20 OF THE WOODLAND MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNIT REGULATIONS

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

SECTION 1. FINDINGS. The City Council of the City of Woodland hereby finds that:

A. The City of Woodland, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California.

B. The Planning and Zoning Law authorizes cities to provide by ordinance for the creation of second units.

C. To address California’s shortage of housing supply, the California Legislature approved, and the Governor signed into law, Assembly Bill 2299 (Bloom, Chapter 735, Stats. 2016), Senate Bill 1069 (Wieckowski, Chapter 720, Stats. 2016) and Assembly Bill 2406 (Thurmond, Chapter 755, Stats. 2016).

D. Assembly Bill 2299 and Senate Bill 1069 are double jointing bills, which among other things, amend California Government Code Section 65852.2. These statutes impose new limitations on local authority to regulate second units, which are now referred to as “accessory dwelling units” (“ADU”).

E. Assembly Bill 2299 became effective on January 1, 2017 and rendered all non-compliant local ordinances null and void on that date until an agency adopts an ordinance that complies with Government Code Section 65852.2.

F. The City desires to create a local regulatory scheme for the construction of accessory dwelling units that fully complies with Assembly Bill 2299.

SECTION 2. AMENDMENT TO SECTION 25-3-10. Section 25-3-10 of the Woodland Municipal Code is hereby amended to add the definition of “Accessory Dwelling Unit,” as follows:

“Accessory dwelling unit” means a residential dwelling unit that is detached from, attached to, or located within the living area of an existing primary dwelling unit, and that provides independent living facilities for one or more persons. An accessory dwelling unit also includes an efficiency unit, as defined in California Health and Safety Code section 17958.1, and a manufactured home, as defined in section 18007.

SECTION 3. AMENDMENT TO SECTION 25-4-10. Section 25-4-10, Table 1 (Permitted Uses) of the Woodland Municipal Code is hereby amended as follows:

Table 1

Residential Land Uses

Uses	Zone												
	A-1	O-S	R-1	R-2	N-P	R-M	C-1	CBD	C-2	ESD	C-3	C-H	I
Second dwelling unit <u>Accessory Dwelling Unit</u>			f	f	f	f				n f			

SECTION 4. AMENDMENT TO SECTION 25-4-20(f). Section 25-4-20(f) (Special conditions) of the Woodland Municipal Code is hereby amended as follows:

- f. Subject to Section 25-21-05. ~~Second dwelling units are permitted subject to the following standards and conditions:~~
- ~~1. The second dwelling unit shall be architecturally compatible as to style, size, mass, color and materials and the primary dwelling;~~
 - ~~2. The size of a detached second dwelling unit is limited to a maximum of six hundred square feet for lots under eight thousand square feet, a maximum of one thousand square feet for lots over eight thousand;~~
 - ~~3. An attached second dwelling unit may not exceed thirty percent of the floor area of the primary unit excluding any garage;~~
 - ~~4. The second dwelling unit shall meet all setbacks that apply to other dwellings built in the residential or combined residential zone;~~
 - ~~5. Accessory buildings on a lot that do not meet the setback requirements for a main building on the lot may not be converted to a second dwelling unit;~~
 - ~~6. The project will provide two off-street parking spaces to city standards for the primary residence and one parking space for each bedroom in the second dwelling unit;~~
 - ~~7. The building converge for the site may not exceed fifty percent;~~
 - ~~8. The subject lot shall be at least the minimum width and area required within the zone or for the underlying residential zone in a combined zoning district;~~
 - ~~9. No more than forty percent of the front yard setback may be paved for parking;~~
 - ~~10. Any detached second dwelling unit shall be no taller than fifteen feet;~~
 - ~~11. Any detached second dwelling unit shall be no closer than ten feet to the primary dwelling;~~
 - ~~12. One of the dwelling units must be occupied by the owner of the property. If the owner ceases to reside on the site then one of the dwelling units shall be vacated and remain vacant in the absence of an owner occupant. The applicant shall sign an enforceable agreement with the city of Woodland to abide with this requirement;~~
 - ~~13. Applications for second dwelling units are subject to staff level site and design review and their commensurate fees;~~
 - ~~14. Any application for a second dwelling unit that does not meet the standards specific to this section may apply for a conditional use permit to construct a second dwelling unit;~~
 - ~~15. Failure to comply with any part of this section shall be a violation of law and punishable by fine.~~

SECTION 5. ADDITION OF SECTION 25-21-05. Section 25-21-05 to Article 21 (Special Provisions) of the Woodland Municipal Code is hereby added to read as follows:

Sec. 25-21-05. Accessory Dwelling Units.

A. PURPOSE.

The purpose of this section is to provide reasonable regulations for the development of accessory dwelling units in certain areas and on lots developed or proposed to be developed with single-family residential dwellings, duplexes and lots developed with up to four dwelling units. Such accessory dwelling units contribute needed housing to the community's housing stock and promote housing opportunities for the persons wishing to reside in the City of Woodland. In addition, the regulations in this ordinance are intended to promote the goals and policies of the City's General Plan and comply with requirements codified in the state Planning and Zoning Law related to accessory dwelling units in residential areas, including California Government Code section 65852.2.

B. DEFINITIONS.

"Accessory dwelling unit" means a residential dwelling unit that is detached from, attached to, or located within the living area of an existing primary dwelling unit, and that provides independent living facilities for one or more persons. An accessory dwelling unit also includes an efficiency unit, as defined in California Health and Safety Code section 17958.1, and a manufactured home, as defined in section 18007.

"Floor area" means the gross floor area of an attached or detached accessory dwelling unit as measured to the outside surface of exterior walls, including its living area, basement whether conditioned or unconditioned, and any garage or other enclosed accessory structure attached to the detached accessory dwelling unit.

"Living area" is defined as the interior habitable area of a dwelling unit, including basements and attics, but not including a garage or any accessory structure.

"Public transit" means a public bus stop, bus station or transit station.

C. EFFECT OF CONFORMING ACCESSORY DWELLING UNIT

An accessory dwelling unit that conforms to this chapter shall:

1. Be deemed an accessory use and not be considered to exceed the allowable density for the lot upon which it is located;
2. Be deemed a residential use that is consistent with the general plan and the zoning designations for the lot;

3. Not be considered in the application of any ordinance, policy, or program to limit residential growth; and
4. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

D. LOCATIONS PERMITTED.

1. Accessory dwelling units are permitted in all single family and multi-family residential zones.
2. Accessory dwelling units that meet the requirements of subsection (F)(2)(a) may be located in any single-family residential zone.

E. PERMIT PROCEDURES.

1. Permits.
 - (a) An accessory dwelling unit permit application is required for all new detached accessory dwelling units and for attached accessory dwelling units that include physical expansion (i.e. addition) to an existing primary dwelling unit prior to building permit submittal. Approved applications for an accessory dwelling unit will result in an Accessory Dwelling Unit Permit. The applicant shall also obtain a building permit as required by the building code.
 - (b) Exception. Accessory dwelling units that meet the requirements of subsection (F)(2)(a) shall only obtain a building permit as required by the building code.
 - (c) Except as otherwise provided in this chapter, the construction of an accessory dwelling unit shall be subject to any applicable fees adopted pursuant to the requirements of California Government Code, Title 7, Division 1, Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).
2. Application Processing.
 - (a) Applications for an accessory dwelling unit permit shall be made in writing by the property owner or his or her authorized agent, on forms provided by the Community Development Department, and accompanied by such data and information as may be necessary to fully describe the request including:
 - (i) A to-scale and fully dimensioned site plan showing the proposed accessory dwelling unit and all existing structures

on the property including patio covers, other accessory structures, fences and driveways;

- (ii) Elevations of the proposed accessory dwelling unit including building dimensions, material call outs and a color and materials sample board as requested by the Community Development Director; and
- (iii) Photographs of the exterior of the primary residence as requested by the Community Development Director.
- (iv) Construction management plan. Construction hours and staging to minimize impacts on surrounding residential properties.

- (b) The filing and review fee shall be as prescribed by city council resolution or ordinance.

3. Review.

- (a) The Community Development Director or his or her designee will review and approve a complete application for an accessory dwelling unit permit that complies with the requirements of subsection (F) (Standards). The accessory dwelling unit permit application shall be considered ministerially without any discretionary review or a hearing if the accessory dwelling unit complies with the development provisions as outlined in this section.
- (b) The Community Development Director or his or her designee will approve or disapprove of an application for an accessory dwelling unit permit within 120 days after receiving the complete application.

4. Exceptions:

- (a) A property owner may apply for an exception to construct an accessory dwelling unit that does not meet the standard(s) set forth in subsection (F)(1) below by applying for a Zoning Administrator Permit in accordance with Article 27 and 31 of Chapter 25. A noticed public hearing shall be held in accordance with Section 25-27-20 and 25-31-20. The Zoning Administrator may approve specific exception(s) from the standards listed in subsection (F)(1), except as set forth below:
 - (i) The minimum lot size standard may only be reduced to 5,000 square feet (minimum).

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

F. STANDARDS.

- 1. Except as provided in subparagraph (2), accessory dwelling units must meet the following standards:
 - (a) General Requirements. An accessory dwelling unit shall comply with all provisions of the underlying zoning district, except as modified by this section. The requirements for other accessory structures found in Section 25-21-10 (Accessory buildings and uses) do not apply to accessory dwelling units.
 - (b) Lot Size. The minimum lot size upon which an accessory dwelling unit may be located is 6,000 square feet.
 - (c) Development on the Lot.
 - (i) The accessory dwelling unit must be:
 - (I) Detached from the existing primary dwelling, but located on the same lot as the existing dwelling;
 - (II) Attached to the existing dwelling; or

- (III) Located within the living area of the existing dwelling.
 - (ii) Only one accessory dwelling unit shall be allowed per lot.
 - (iii) Within a Residential Multiple Family Zone, an accessory dwelling unit may not be constructed on a parcel which is developed with more than four existing residential units.
 - (iv) The accessory dwelling unit is not intended for sale separate from the primary residence(s).
 - (v) Landscape Screening. If second floor windows in a proposed accessory dwelling unit overlook the interior living areas of a direct neighbor's residence, landscaping is required for the privacy and screening of the adjacent property.
- (d) Occupancy.
- (i) The accessory dwelling unit may be rented. Leases for durations of less than 30 days are prohibited.
- (e) Building and Construction.
- (i) An accessory dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation.
 - (ii) An accessory dwelling unit is required to have fire sprinklers, only if the primary residence is also required to have fire sprinklers.
 - (iii) An accessory unit shall meet the requirements of the building code, as adopted and amended by Chapter 6 of the Municipal Code, that apply to detached dwellings, as appropriate.
 - (iv) As required in the Municipal Code a separate utility connection may be required directly between the accessory dwelling unit and the utility.
 - (v) No passageway shall be required in conjunction with the construction of an accessory dwelling unit. "Passageway" is defined as a pathway that is unobstructed clear to the sky and extends from to street to one entrance of the accessory dwelling unit.

- (f) Parking.
 - (i) Except as provided in subparagraph (ii):
 - (I) Accessory dwelling units must meet the following parking standards:
 - 1. For accessory dwelling units with no separate bedrooms (such as a loft or studio), one off-street parking space shall be provided per unit.
 - 2. For accessory dwelling units with at least one separate bedroom, one off-street parking space shall be provided per bedroom.
 - (II) If parking is required:
 - 1. The required parking spaces may be located in setback areas approved by the Community Development Director (or his or her designee) or tandem parking on an existing driveway, unless specific findings are made under subparagraph (2).
 - 2. Parking arrangements in subparagraph (1) may be prohibited if the Community Development Director (or his or her designee) makes specific findings that such parking arrangements are not feasible based upon specific site or regional topographical or fire or life safety conditions, or that such arrangements are not permitted anywhere in the jurisdiction.
 - 3. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.
 - (ii) Parking standards shall not be imposed on an accessory dwelling unit in any of the following circumstances:
 - (I) The accessory dwelling unit is located within one-half mile of public transit, including a public bus stop, bus station or transit station.

- (II) The accessory dwelling unit is located within a designated historic district.
- (III) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
- (IV) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- (V) When there is a car share vehicle located within one block of the accessory dwelling unit.

(g) Height.

The accessory dwelling unit must meet the height standards of the applicable zoning district.

(h) Setbacks.

- (i) Attached and Detached Accessory Dwelling Unit. Except as provided in subparagraphs (ii) and (iii), an attached or detached accessory dwelling unit shall meet the following setback standards:
 - (I) Single story accessory dwelling unit. The side and rear yard setback for a single story accessory dwelling unit shall be at least five (5) feet.
 - (II) One and one half accessory dwelling units and two story accessory dwelling units. The side and rear yard setback for a one and one half accessory dwelling unit and two story accessory dwelling unit shall be at least ten (10) feet.
 - (III) Alley adjacent accessory dwelling units and accessory dwelling units adjacent to non-residentially zoned property. Side or rear yard setbacks adjacent to an alley or non-residentially zoned property shall be zero (0) feet. Parking provided off the alley shall maintain a twenty-four (24) foot back out which includes the alley.
 - (IV) Street-Side Corner Lot. Setback requirements for the street-side of a corner lot shall be consistent with street-side setback standards of the applicable zoning district. Other setbacks (e.g. rear or non-street side)

shall be as set forth in subparagraphs (I), (II) or (III) above.

- (ii) Garage and Accessory Building Conversion. No setback shall be required for a legally established, existing garage or accessory building that is converted to an accessory dwelling unit, provided the structure is not expanded. Any expansion of the structure shall comply with applicable setback requirements.
 - (iii) Addition Over a Garage. A minimum setback of five (5) feet shall be required from the side and rear lot lines for an accessory dwelling unit constructed above a legally established existing garage.
- (i) Unit Size.
 - (i) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.
 - (ii) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.
 - (iii) The accessory dwelling unit shall contain no less than the 150 square feet area minimum required for an efficiency dwelling unit as defined in Section 17958.1 of the Health & Safety Code.
- (j) Lot Coverage.
 - (i) Lot Coverage. The accessory dwelling unit must meet the lot coverage standards of the applicable zoning district.
 - (ii) Rear Yard Coverage. An accessory dwelling unit shall not result in more than thirty percent (30%) rear yard coverage as measured from the rear wall of the primary residence to the rear property line (or as measured from the average distance of the rear wall from the rear property boundary if the rear wall does not follow a straight line).
 - (iii) Required Rear Yard Coverage. An accessory dwelling unit shall not result in more than thirty-five percent (35%) coverage of the “required rear yard,” which is set forth by the applicable zoning district.
- (k) Architecture Review.

- (i) The design of the accessory dwelling unit shall relate to the design of the primary residence by use of similar quality exterior wall materials, window types, door and window trims, and roofing materials, but does not have to match the architectural style of the primary residence.
 - (ii) A garage converted to an accessory dwelling unit shall include removal of garage door(s) which shall be replaced with architectural features, including walls, doors, windows, trim and accent details that remove any appearance that the structure was originally a garage.
 - (iii) Windows facing interior areas of adjoining residential property shall be minimized in scale and number and fencing or landscaping shall be required to provide screening.
 - (iv) Access stairs, entry doors and decks must face the primary residence or the alley, if applicable.
- 2. An accessory dwelling unit is exempt from the requirements of subparagraph (F)(1) if the unit meets all the requirements of subparagraph (F)(2)(a):
 - (a) The accessory dwelling unit:
 - (i) Is one accessory dwelling unit per single-family lot located within a single-family residential zone;
 - (ii) Is contained within the existing space of a single-family residence or within the existing space of an existing accessory building or structure;
 - (iii) Has independent exterior access from the existing residence; and
 - (iv) The side and rear setbacks are sufficient for fire safety.
 - (b) If subparagraphs requirements of subparagraph (2)(a) are met, then the applicant:
 - (i) Is required to install fire sprinklers in the accessory dwelling unit if the primary residence is also required to have fire sprinklers;
 - (ii) Is not required to install a new or separate utility connection directly between the accessory dwelling unit and the utility, or to be charged a related connection fee or capacity charge.

- (iii) Shall obtain a building permit as required by the building code as adopted and amended by Chapter 6 of the Municipal Code.”

SECTION 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 7. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDING. The City Council of the City of Woodland finds the adoption of this ordinance to be statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code because it is an ordinance regarding second units in a single-family or multifamily residential zone to implement the provisions of Government Code Section 65852.2.

SECTION 8. EFFECTIVE DATE. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

SECTION 9. PUBLICATION. The City Clerk shall certify to the adoption of this ordinance. Not later than fifteen (15) days following the passage of this ordinance, the ordinance, or a summary thereof, along with the names of the City Council members voting for and against the ordinance, shall be published in a newspaper of general circulation in the City of Woodland.

SECTION 10. FILING. The City Clerk shall submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland, California, at a regular meeting of the City Council held on the ____th day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WOODLAND

Angel Barajas, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

Kara Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 4.
SUBJECT: Approve Consultant Agreement for Construction Management and Inspection Services for Improvements associated with Spring Lake Central Phase 5 and the Cal-West Phase 3&4 Subdivisions

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$77,020.00 for the Spring Lake Central Phase 5 and \$135,914 for the Cal-West Phase 3&4 Subdivisions; and authorize the City Manager to execute the agreement and amendments up to 10% of the agreements amount which are \$7,702.00 and 13,591.00 respectively.

Staff Contact:

Miguel Chavez, Construction Project Manager, (530) 661-5952, miguel.chavez@cityofwoodland.org

Fiscal Impact:

Construction management and inspection of the Spring Lake Central Phase 5 and Cal-West Phase 3&4 Subdivisions are funded by fees paid by the developer for this purpose.

Background:

On April 16, 2015, the City Council approved the Spring Lake Central(5 Phases) Tentative Subdivision Map No. 5027 and on May 19, 2015 City Council approved the Cal-West(4 Phases) Tentative Subdivision Map No. 5075.

The improvement plans for Spring Lake Central Phase 5 and Cal-West Phase 3&4 are complete and construction is ready to begin.

Discussion:

The construction of the Spring Lake Central Phase 5 and Calwest Phase 3&4 Subdivisions include improvements that will be City owned once complete. As such, the City is required to provide construction management and inspection for these projects. The recommended action to execute a consultant agreement will provide these construction services.

Associated Engineering Consultants, Inc. (AEC) is currently included on the City's list of firms pre-qualified to provide Construction Management and Inspection Services. After a review of the listed firms and the experience of each providing similar services it was determined that AEC was the most qualified to perform these services for the City at this time.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$77,020.00 for the Spring Lake Central Phase 5 and \$135,914 for the Cal-West Phase 3&4 Subdivisions; and authorize the City

Manager to execute the agreement and amendments up to 10% of the agreements amount which are \$7,702.00 and 13,591.00 respectively.

Prepared By: Miguel Chavez, Construction Project Manager

Reviewed By: Katie Wurzel, Principal Civil Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/10/2017	Resolution
Cal-West Ph3&4 Cost Proposal	10/10/2017	Backup Material
Spring Lake Central Ph5 Cost Proposal	10/10/2017	Backup Material

RESOLUTION NO. _____

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

WHEREAS, On April 16, 2015, City Council approved the Spring Lake Central Tentative Subdivision Map No. 5027; and

WHEREAS, On May 19, 2015, City Council approved the Cal-West Tentative Subdivision Map No. 5075; and

WHEREAS, the Spring Lake Central Phase 5 and the Cal-West Phase 3&4 subdivisions and associated improvements are prepared for construction; and

WHEREAS, the City desires to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

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

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

Section 1. The City Council hereby approves the consultant services agreements and authorizes and directs the City Manager to execute the agreements in the amount of \$77,020.00 for the Spring Lake Central Phase 5 and \$135,914.00 for the Cal-West Ph3&4 Subdivisions and amendments as necessary up to 10% of the agreement amount which are \$7702.00 and \$13,591.00 respectively, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

PASSED AND ADOPTED this _____ day of _____ 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

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

CITY OF WOODLAND
Cal West 3 & 4 Development
CM & Inspection Cost Proposal

3-Oct-17

Table 1

Job No. 17-187

Tasks	Unit Fee	Units	Quantity	Fee
TASK 1 - Submittal Review				
Construction Manager	\$ 150.00	hrs	24	\$ 3,600.00
Senior Construction Inspector	\$ 128.00	hrs	8	\$ 1,024.00
			Task Subtotal	\$ 4,624.00
TASK-2 - Construction Management & Inspection				
<u>Construction Manager & Field Administration</u> (Assumed 85 days @ 3 hrs/day)				
Construction Manager	\$ 150.00	hrs	255	\$ 38,250.00
<u>Construction Inspection</u> (Assumed 85 days Inspection @ 8 hrs/day)				
Senior Construction Inspector	\$ 128.00	hrs	680	\$ 87,040.00
			Task Subtotal	\$ 125,290.00
TASK-5 Report / Records-Project Close Out				
Construction Manager	\$ 150.00	hr	40	\$ 6,000.00
			Task Subtotal	\$ 6,000.00
Project Total				\$ 135,914.00

* Due to the dynamics of construction, AEC reserves the right to move unit qtys between tasks, as some tasks may require more time and some may require less.

* This cost estimate is based on our estimate of 85 working days

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

CITY OF WOODLAND
Spring Lake Central Phase 5 Development Project
CM & Inspection Cost Proposal

4-Oct-17

Table 1

Job No. 17-179

Tasks	Unit Fee	Units	Quantity	Fee
TASK 1 - Submittal Review				
Construction Manager	\$ 150.00	hrs	8	\$ 1,200.00
			Task Subtotal	\$ 1,200.00
TASK-2 - Construction Management & Inspection				
<u>Construction Manager & Field Administration</u> (Assumed 55 days @ 2 hrs/day)				
Construction Manager	\$ 150.00	hrs	110	\$ 16,500.00
<u>Construction Inspection</u> (Assumed 55 days Inspection @ 8 hrs/day)				
Senior Construction Inspector	\$ 128.00	hrs	440	\$ 56,320.00
			Task Subtotal	\$ 72,820.00
TASK-5 Report / Records-Project Close Out				
Construction Manager	\$ 150.00	hr	20	\$ 3,000.00
			Task Subtotal	\$ 3,000.00
Project Total				\$ 77,020.00

* Due to the dynamics of construction, AEC reserves the right to move unit qtys between tasks, as some tasks may require more time and some may require less.

* This cost estimate is based on our estimate of 85 working days



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 5.
SUBJECT: Waste Management Amended and Restated Agreement

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, approving the Amended and Restated Agreement Between the City of Woodland and USA Waste of California, Inc., dba Waste Management of Woodland, for Solid Waste, Recyclables, Organic Waste and Street Sweeping Services, including new rates for commercial organic waste collection and additional service rates, and authorize the City Manager to sign the agreement.

Staff Contact:

Rosie Ledesma, Acting Environmental Sustainability Manager, (530) 661-2059, Rosie.Ledesma@cityofwoodland.org

Fiscal Impact:

The proposed amended and restated agreement provides the contract provisions necessary to add the collection of commercial food waste and mixed organic waste (food waste and yard waste) to Waste Management's franchise services in Woodland, as necessary to meet state waste diversion requirements. The addition of separate food waste collection to affected business accounts may increase costs for those businesses and slightly increase the franchise fees paid by Waste Management to the City. Future changes in the residential services associated with the franchise agreement amendments will not affect residential service rates or franchise fees.

Background:

Waste Management provides street sweeping services and collection and disposal of trash, recyclables, and yard refuse for the City of Woodland pursuant to the terms of the amended exclusive franchise agreement between the City and Waste Management dated July 1, 2011.

State Assembly Bill 1826 (AB 1826), enacted in 2014, requires certain businesses to source separate their organic waste from the municipal waste stream for recycling in order to reduce the amount of waste disposed of in landfills:

- By April 1, 2016 – Businesses that generate 8 cubic yards or more of organic waste per week
- By January 1, 2017 – Businesses that generate 4 cubic yards or more of organic waste per week
- By January 1, 2019 – Businesses that generate 4 cubic yards or more of solid waste (trash) per week

Removal of organic waste from the landfill waste stream is critical to achieving the state goal of reducing solid waste disposal by 75% through recycling, composting, and source reduction by 2020. Diverting commercial and residential food waste from Woodland's waste stream is also an important strategy in working to achieve the 2020 and 2035 greenhouse gas reduction targets in the City's Climate Action Plan.

Collection of commercial food waste and commercial or residential mixed organic waste (i.e., food waste comingled with yard waste) was not anticipated in the 2011 Waste Management franchise agreement. Therefore, the agreement needs to be amended to describe and define these services and to establish rates for a new category of commercial services.

Discussion:

Although AB 1826 was passed in 2014, cities and counties throughout the state have been struggling to put organic waste collection programs in place because of the shortage of suitable composting and processing facilities that can accommodate their organic waste streams. The staff of Yolo County Central Landfill (YCCL) has been working for several years to offer a food waste and mixed organic waste program, either through an onsite composting operation or

by contracting with an off-site facility. Several different approaches have been tried, resulting in a great deal of uncertainty in processes and tipping fees. The multiple changes in YCCL's plans have made it difficult for the cities and waste haulers to design programs and establish predictable customer rates for organic waste services. YCCL's rates and plans appear to have stabilized as of spring 2017, making it possible for the City and Waste Management to settle on program parameters and appropriate customer rates.

City and Waste Management staff agreed to limit changes in the 2011 franchise agreement to those necessary to provide commercial food waste collection and mixed commercial or residential organic waste collection, and also to remove provisions that applied during a past timeframe and are no longer relevant. There are no proposed changes to any other terms of the agreement. However, the modifications required making many small changes in terminology throughout the agreement and we agreed that the best approach would be to present the modifications in a clean amended and restated agreement rather than attempting to list all changes in a separate amendment to the agreement. Staff worked with the City Attorney's office to ensure the appropriateness of the changes.

The amended and restated agreement provides the ability to implement a commercial organic waste collection process for food waste and/or green waste, which has not been available as a commercial service in the past. The modified agreement also addresses the education process and procedures to help eliminate contamination. The proposed rate sheet includes a contamination charge and cart and bin swap/cleaning charge associated with the implementation of the organic waste program.

Commercial organic waste service will be available in 35- and 64-gallon carts and 2- and 3-yard bins. Waste Management is able to collect commercial organic waste carts in the same route as the residential green waste cart service keeping the cost of organic waste cart services down. Organic waste collections of 2- or 3-yard bins will require a separate truck and route resulting in higher costs for organic waste bin services as demonstrated in the proposed rate sheet. However, upon initial outreach, Waste Management found that most businesses will be able to use one or more carts instead of large bins for their organic waste collection.

The modified agreement will also allow for residents to add their food waste to their existing green waste cart once a program has been fully developed. Our intention is to implement the commercial organic waste program immediately to comply with AB 1826 requirements. The implementation of the residential organic waste program will follow soon after. Staff has reviewed the program with the City's Sustainability Committee and Waste Management has been engaged in public outreach to affected businesses to inform them about the pending implementation of this program.

The additional rates on the proposed rate sheet were added due to interest from the public for additional services. For residents that missed their collection day or that needed an additional collection, Waste Management was unable to provide an extra pick-up or would do so as a courtesy, if routing permitted. With the non-service day trip charge, Waste Management will be able to provide non-service day collections to all residents upon request with the ability to recover those costs. The 8-yard trash rates have been requested by several businesses to help combine multiple trash bins and/or reduce collection frequencies.

City staff engaged R3 Consulting Group to conduct a review of the commercial organic waste cart collection rates, contamination fee and 8-yard trash rates. R3 and City staff met with Waste Management staff members on multiple occasions to review and discuss the assumptions and calculation methods used. R3 and City staff evaluated the accuracy and appropriateness of the organic waste tonnages, customer counts, and container counts used as underlying assumptions and reviewed the calculations for mathematical accuracy and logical consistency. The assumptions and calculations were determined to be appropriate. Waste Management subsequently added commercial organic waste bin collection rates to account for large organic waste generators as well as the addition of a cart and bin swap/cleaning charge, which City staff determined to also be appropriate.

Commission/Committee Recommendation:

The proposed commercial organics recycling program was first presented to the Sustainability Committee in December 2016 and has since been a continual update at many of the meetings in 2017. City and Waste Management staff provided a full presentation of the outreach, proposed rates and operations at the September Sustainability Committee Meeting. City staff also addressed the requirements of AB 1826 and the increased monitoring that CalRecycle has imposed to ensure compliance of the mandatory commercial organics recycling.

At the request of Council, the proposed rates were brought back to the October Sustainability Committee Meeting for further, detailed discussion. The Sustainability Committee did not have any concerns and supported the implementation of the commercial organics recycling program and fees.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the Amended and Restated Agreement Between the City of Woodland and USA Waste of California, Inc., dba Waste Management of Woodland, for Solid Waste, Recyclables, Organic Waste and Street Sweeping Services, including new rates for commercial organic waste collection and additional service rates, and authorize the City Manager to sign the agreement.

Prepared By: Rosie Ledesma, Acting Environmental Sustainability Manager

Reviewed By: Gregor G. Meyer, Public Works Director



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/6/2017	Resolution
Waste Management Amended and Restated Agreement	10/6/2017	Contract
Proposed Organics Rates	10/6/2017	Backup Material
R3 Consultant Organics Rate Review	10/6/2017	Backup Material

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
TO APPROVE THE THIRD AMENDMENT TO THE
FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLABLES,
ORGANIC WASTE, AND STREET SWEEPING SERVICES**

WHEREAS, the Legislature of the State of California, by enactment of California Public Resources Code Sections 40000 et seq. and California Public Resources Code Section 49300, declares that it is within the public interest to authorize and require local agencies to make adequate provision for Solid Waste handling within their jurisdictions.

WHEREAS, the Council has determined that the public health, safety and well-being of its residents requires that Solid Waste collection and disposal, including, but not limited to, the frequency of collection, the means of collection and the transportation, scope, charges and fees, location, and extent of such services, be provided by an exclusive contract.

WHEREAS, the City desires to secure comprehensive recycling services for all Solid Waste generators within the City.

WHEREAS, the Council, having determined that the Company by demonstrated experience, reputation, and capacity is qualified to exclusively provide for the collection of Solid Waste, Recyclables, and Organic Waste within the corporate limits of the City and to transport such materials to places of disposal or processing, desires that the Company be engaged to perform such services on the terms and conditions set forth in this Agreement.

WHEREAS, the City must comply with the Source Reduction and Recycling and Household Hazardous Waste elements required of it pursuant to the California Integrated Waste Management Act of 1989.

WHEREAS, City and Company previously entered into that certain Agreement Between the City of Woodland and USA Waste of California, Inc. DBA Waste Management of Woodland dated July 1, 2011 which was subsequently amended by the parties in that certain First Amendment on or about December 18, 2013 and that certain Second Amendment on or about March 28, 2016 (collectively, the "Prior Franchise").

WHEREAS, the State of California continues to increase regulatory requirements related to the processing and disposal of Solid Waste, Recyclables, Food Waste and Green Waste. City and Company wish to amend and update the Prior Franchise to reflect these new regulatory requirements and anticipated future requirements and to incorporate current best practices. City and Company further wish to modify the Prior Franchise to make minor corrections and clarifications to the Prior Franchise as set forth in this Agreement. These changes are incorporated into this Agreement to supersede and replace the Prior Franchise.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and authorizes the City Manager to execute the Third Amendment to Amended and Restated Agreement for Solid Waste, Recyclables, Organics Waste, and Street Sweeping Services.

PASSED AND ADOPTED by the City Council this 17th day of October 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

AMENDED AND RESTATED AGREEMENT
BETWEEN THE CITY OF WOODLAND
AND
USA WASTE OF CALIFORNIA, INC.,
DBA WASTE MANAGEMENT OF WOODLAND,
FOR SOLID WASTE, RECYCLABLES,
ORGANIC WASTE, AND STREET SWEEPING
SERVICES

DATED OCTOBER 18, 2017

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**AMENDED AND RESTATED AGREEMENT
BETWEEN THE CITY OF WOODLAND
AND
USA WASTE OF CALIFORNIA, INC.,
DBA WASTE MANAGEMENT OF WOODLAND,
FOR SOLID WASTE, RECYCLABLES, ORGANIC WASTE,
AND
STREET SWEEPING SERVICES**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into this 18th day of October, 2017 between the City of Woodland, (hereinafter “the City”) and USA Waste of California Inc., dba Waste Management of Woodland (hereinafter “the Company”). Unless otherwise specified in this Agreement, any action authorized, or required to be taken by the City may be taken by the City Council (hereinafter “Council”) or by an official or agent designated by the Council.

RECITALS

The Legislature of the State of California, by enactment of California Public Resources Code Sections 40000 et seq. and California Public Resources Code Section 49300, declares that it is within the public interest to authorize and require local agencies to make adequate provision for Solid Waste handling within their jurisdictions.

The Council has determined that the public health, safety and well-being of its residents requires that Solid Waste collection and disposal, including, but not limited to, the frequency of collection, the means of collection and the transportation, scope, charges and fees, location, and extent of such services, be provided by an exclusive contract.

The City desires to secure comprehensive recycling services for all Solid Waste generators within the City.

The Council, having determined that the Company by demonstrated experience, reputation, and capacity is qualified to exclusively provide for the collection of Solid Waste, Recyclables, and Organic Waste within the corporate limits of the City and to transport such materials to places of disposal or processing, desires that the Company be engaged to perform such services on the terms and conditions set forth in this Agreement.

The City must comply with the Source Reduction and Recycling and Household Hazardous Waste elements required of it pursuant to the California Integrated Waste Management Act of 1989.

City and Company previously entered into that certain Agreement Between the City of Woodland and USA Waste of California, Inc. DBA Waste Management of Woodland dated July 1, 2011 which was subsequently amended by the parties in that certain First Amendment on or about December 18, 2013 and that certain Second Amendment on or about March 28, 2016 (collectively, the “Prior Franchise”).

The State of California continues to increase regulatory requirements related to the processing and disposal of Solid Waste, Recyclables, Food Waste and Green Waste. City and Company wish to amend and update the Prior Franchise to reflect these new regulatory requirements and anticipated future requirements and to incorporate current best practices. City and Company further wish to modify the Prior Franchise to make minor corrections and clarifications to the Prior Franchise as set forth in this Agreement. These changes are incorporated into this Agreement to supersede and replace the Prior Franchise.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following words or phrases shall have the following meanings.

AB 939. AB 939 means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

Agreement. Agreement means this Amended and Restated Agreement between the City and the Company for Solid Waste, Recyclables, Organic Waste, and Street Sweeping Services, including all attachments and future amendments.

Alley. Alley means a public or private way giving access to the rear of lots or buildings.

Applicable Law. Applicable Law means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection, handling, processing, and disposition of Solid Waste, Recyclables, Organic Waste, C&D Debris, and Street Sweeping that are in force on the Effective Date and as they may be enacted, issued, or amended during the term of this Agreement.

Bin or Front-Load Bin. Bin or Front-Load Bin means a receptacle provided by the Company for Commercial Customers and electing Multiple-Family Dwellings and Mobile Home Parks which is picked up by Collection trucks by means of a front-loading apparatus.

Bulky Waste. Bulky Waste means large items of Solid Waste such as appliances, furniture,

branches, and other oversize wastes whose large size precludes or complicates their placement in containers or handling by normal collection, processing, or disposal methods, but excluding Excluded Waste; items larger than five cubic yards or heavier than 500 pounds; and items of excessive size or density, such as engine blocks, spas, boats, and trailers.

Cart. Cart means an industry standard receptacle for disposal of Solid Waste, Organic Waste, and Recyclables, in a range of sizes, including approximately 35, 64, and 96-101 gallons. A Cart has wheels, a handle for ease of movement, and a tight-fitting, attached lid and is designed to be dumped manually or mechanically into a collection vehicle.

City. City means the City of Woodland in the State of California.

City Charges. City Charges means any charges that the City includes in the Rates in addition to the Company Service Fee to cover City-related programs, administrative costs, and/or other expenses.

City Representative. City Representative means the Public Works Director, or designee, unless otherwise specified by the City Manager.

Collection, Service, or Collection Service. Collection, Service, or Collection Service means all or any part of the activities involved in the Collection of Solid Waste, Organic Waste, Recyclable Materials or C&D Debris specified in this Agreement and their transportation to a Designated Disposal Site, Recyclables Processing Facility, or Organic Waste Processing Facility.

Commercial Customer. Commercial Customer means a Customer that receives Commercial Service, including, but not limited to, those Multiple-Family Dwellings and Mobile Home Park Customers that use Bin, Debris Box or Compactor Service.

Commercial Premises. Commercial Premises means all industrial, manufacturing, and warehouse establishments; wholesale and retail stores; service establishments; professional offices; other business establishments; government facilities; schools; and construction sites.

Commercial Recycling. Commercial Recycling means the collection, processing, and marketing of those Recyclable Materials that are collected from Commercial Customers under this Franchise.

Commercial Service. Commercial Service means Bin, Debris Box, Compactor or Cart Service provided under this Franchise to Commercial Premises and Bin, Debris Box or Compactor service provided to Multiple-Family Dwellings and Mobile Home Parks.

Compactor. Compactor means a compacting unit that loads a detachable or non-detachable Bin or Debris Box. The detachable or non-detachable Bin or Debris Box serves as a receptacle of Solid Waste, Recyclables or Food Waste and has a capacity of one (1) cubic yard or larger.

Company. Company means USA Waste of California, Inc., a Delaware corporation, doing business as Waste Management of Woodland.

Company Service Fee. Company Service Fee means the compensation provided to the Company for Services performed pursuant to this Agreement.

Construction and Demolition Debris or C&D Debris. Construction and Demolition Debris or C&D Debris means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements and on houses, commercial buildings, and other structures, but not including any Excluded Waste.

C&D Debris Facility. C&D Debris Facility means a transfer station or processing facility designated by the City for delivery of C&D Debris in order for recyclable and reusable components of the C&D Debris to be separated from Solid Waste.

Council. Council means the City Council of the City of Woodland.

CPI Adjustment. CPI Adjustment means the annual adjustment of Rates as specified in Section 7.3.1.

Curbside. Curbside means that part of a residential property, within five feet of the Public Street or Alley without blocking sidewalks, driveways, or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Company's equipment, and mutually agreed to by the Customer and the Company.

Customer. Customer means an individual or entity that receives any Services provided by the Company. Customer shall also mean the person, organization, or corporation receiving Services to which billing statements are sent. Customer also means those generators of Recyclable Materials in the City to whom the Company provides Collection Service under this Agreement.

Debris Box. Debris Box means a receptacle for Solid Waste or C&D Debris having a capacity of greater than six (6) cubic yards that is picked up in its entirety by a dedicated truck for emptying at a separate location. Also known as a roll-off box or drop box.

Designated Disposal Site. Designated Disposal Site means a transfer station or sanitary landfill designated by the City for delivery of Solid Waste collected by the Company under this Agreement.

Disposal. Disposal means the final disposition of Solid Waste collected by the Company, whether occurring at the Designated Disposal Site or after subsequent delivery to a different facility.

Effective Date. Effective Date means October 18, 2017, the date that Franchise Services shall commence under this Agreement.

Electronic Waste or E-Waste. Electronic Waste or E-Waste means waste containing or consisting of electronic devices and components, such as computers, monitors, terminals, computer cards and components, computer peripheral devices, main frame computers, keyboards, mice, printers and scanners, mini-systems, power supply units, servers, connectors/cables, storage discs, consumer electronics, printed circuit boards, televisions, chips and components, cellular and other phones, telecommunications equipment, and fax machines and copiers, but not including Excluded Waste.

Excluded Waste. Excluded Waste means Hazardous Waste; Medical and Infectious Waste; volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material; waste that the Company reasonably believes would, as a result of or upon disposal, be a violation of local, state, or federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills; waste that in Company's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose the Company or the City to potential liability; and Special Waste. Excluded Waste does not include de minimis volumes or concentrations of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe collection, recycling, treatment, and disposal of Household Hazardous Wastes in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Food Waste. Food Waste means solid, semisolid, and liquid food such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; cut flowers and herbs; and any putrescible matter produced from human or animal food production, preparation, and consumption activities. Food Waste may include food-soiled paper such as napkins, paper towels, tissues, formed paper packaging such as egg cartons, and paper plates, cups and utensils that are deemed compostable, insofar as these materials are accepted at the Organic Waste Processing Facility designated by the City for delivery of Food Waste. Food Waste does not include Excluded Waste.

Franchise. Franchise means the rights granted to the Company under the terms and conditions of this Agreement.

Franchise Fee. Franchise Fee means an amount paid to the City by the Company for the right to provide Services. The amount shall be calculated as a percentage of all revenues collected by the Company resulting from exclusive and non-exclusive Services provided by the Company within the City of Woodland, but excluding revenue from sales of Recyclable Materials, Organic Waste, and C&D Debris, if applicable and as further stipulated in Section 3.7 of this Agreement.

Franchise Materials. Franchise Materials means all Solid Waste, C&D Debris, Recyclable

Materials, and Organic Waste generated in the City, except to the extent excluded by Section 3.5.

Franchise Revenues. Franchise Revenues is defined in Section 3.7.1.

Franchise Services. Franchise Services means all of the duties and obligations of the Company hereunder as stated in this Agreement.

Garbage. Garbage means Solid Waste as defined herein.

Green Waste. Green Waste means all tree and plant trimmings, grass cuttings, dead plants, weeds, leaves, branches, and similar plant materials, but not including Excluded Waste, material not accepted for processing at the Organic Waste Processing Facility, or items longer than five (5) feet or with a diameter greater than six (6) inches.

Hazardous Waste. Hazardous Waste means a waste, or combination of wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may do either of the following:

- 1) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness.
- 2) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed. (California Public Resources Code Section 40141.)

Household Hazardous Waste. Household Hazardous Waste shall have the meaning set forth in Title 14, California Code of Regulations, Section 18502 or successor laws and regulations as may be amended from time to time.

HDPE (High Density Polyethylene). HDPE means a recyclable plastic that includes, but is not limited to, milk jugs.

Inaccessible Area. Inaccessible Area means any road or alley that does not allow safe access, turn-around, or clearance for standard Collection vehicles.

Litter/Recycling Receptacles. Litter/Recycling Receptacles means the public litter/recycling containers located in the downtown area of the City as specified in ATTACHMENT 3 attached hereto, as well as all future additions specified by the City and mutually agreed to by the Company.

Low Income. As of the Effective Date, Low Income means income for a household of a size and in the amount specified below, measured by adjusted gross income as reported on the Residential Customer's federal income tax return for the most recent period for which a return is required to

have been filed:

Household Size:	Adjusted Gross Income
1 Person	<\$41,850
2 People	<\$47,800
3 People	<\$53,800
4 People	<\$59,750
5 People	<\$64,550
6 People	<\$69,350
7 People	<\$74,100
8 People	<\$78,900

The income levels in the preceding table shall be adjusted from time to time to reflect the Area Median Income for Yolo County.

Medical and Infectious Waste. Medical and Infectious Waste means biomedical waste generated at residences in excess of legal limits or at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments.

Mobile Home Park. Mobile Home Park means a site at which mobile home spaces are rented for residential use. Mobile Home Parks, at the Owner’s request, may be provided with Residential Service using Carts or with Commercial Service using Bins, Debris Boxes or Compactors.

Monthly Remittance. Monthly Remittance means the monthly payment made to the City for the Franchise Fee and any other payments due by the Company to the City as required by this Agreement.

Multiple-Family Dwelling. Multiple-Family Dwelling means any building or structure, or portion thereof, used for residential purposes and having three (3) or more distinct living units. Multiple-Family Dwellings, at the Owner’s request, may be provided with Residential Service using Carts or with Commercial Service using Bins, Debris Boxes or Compactors.

Organic Waste. Organic Waste means Food Waste and/or Green Waste, either separately or commingled with each other, that has been separated at the source of generation from Refuse and Recyclables, and excluding Excluded Waste.

Organic Waste Processing Facility. Organic Waste Processing Facility means a facility for handling, processing, and preparing collected Organic Waste for marketing.

Owner. Owner means the person, organization, or corporation holding legal title to the real property constituting the premises to which any Service is provided, and the same as “consumer” as set forth in Section 23C-1-16 of the Woodland Municipal Code. For the purposes of provisions

in this Agreement pertaining to the sending of notices, billings, or other communications by the Company to an Owner, the Company may regard as Owner the person, organization, corporation, or other entity shown in the records of the assessor of Yolo County or as may be indicated by documents recorded in the office of the recorder of Yolo County.

Parking Lot. Parking Lot means a municipal paved public parking area as specified in ATTACHMENT 4 attached hereto, as well as any future addition specified by the City.

Parties. Parties means the City and the Company.

PET (Polyethylene Terephthalate). PET means a recyclable plastic that includes, but is not limited to, 2-liter soda bottles.

Private Drive. Private Drive means a privately owned or maintained way serving fewer than four residences or serving fewer than one residence for every 100 yards of distance.

Private Road. Private Road means a privately owned or maintained way that allows for access by a small wheel-base service truck and which serves four or more residences.

Processing or Process. Processing or Process means treatment, sorting, or other activities intended to improve the market value of Recyclables, Organic Waste, or C&D Debris.

Public Street. Public Street means a public way used for public travel.

Rates. Rates means the Company Service Fees plus any City Charges for Franchise Service billed and collected by the Company from each Customer receiving Service under this Franchise.

Recycle, Recycling, or Recycled. Recycle, Recycling, or Recycled means the process of separating, collecting, sorting, cleansing, treating, reconstituting, or otherwise processing materials that are or would otherwise be disposed of in a landfill and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

Recycling Container. Recycling Container means a Recycling Cart or other wheeled container, Front-Load Bin, or other container owned by the Company that is suitable for on-site collection, storage, and set-out of Recyclables. Recycling Containers include the public Litter/Recycling Receptacles located in the downtown area as specified in ATTACHMENT 3 attached hereto, as well as all future additions specified by the City.

Recyclable Materials or Recyclables. Recyclable Materials or Recyclables means those materials that may be separated on a commercially reasonable basis from Solid Waste and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Subject to mutually

agreed revision by the Parties, Recyclable Materials or Recyclables include, newspaper (including inserts, coupons, and store advertisements), corrugated cardboard, mixed waste paper (including office paper, computer paper, magazines, junk mail, catalogs, Kraft bags and Kraft paper, paperboard, egg containers, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, and cereal and other similar food boxes), glass containers (including colored glass bottles and jars), aluminum (including beverage containers, foil, food containers, and small scrap metal), plastic milk and juice containers, steel or tin cans, small scrap metal, PETE and HDPE plastic containers (natural and colored), used motor oil and oil filters, and any other commercially viable recyclable materials mutually agreed to by the Company and the City, but excluding Organic Waste and C&D Debris.

Recyclables Processing Facility. Recycling Processing Facility means a facility used for handling, processing, and preparing collected Recyclable Materials for marketing.

Recycling Program. Recycling Program means an effort by the City and the Company to offer convenient and affordable Recycling opportunities to all residents and commercial entities of the City.

Refuse. Refuse means waste material intended for Disposal, but not including Excluded Waste, and has the same meaning as Solid Waste.

Residential Customer. Residential Customer means a Customer that receives Residential Service, including those Multiple-Family Dwellings and Mobile Home Park Customers that use Cart Service.

Residential Recycling. Residential Recycling means the collection, processing, and marketing of those Recyclable Materials that are collected from Residential Customers under this Franchise.

Residential Service. Residential Service means Collection Service normally provided under this Franchise to all Single-Family Residences and those Multiple-Family Dwellings and Mobile Home Parks that receive Cart Service.

Self Haul. Self Haul means the transport of Solid Waste, Recyclables, Organic Waste, or C&D Debris from a residence or Commercial Premises, where the waste being generated is taken directly to an authorized landfill, transfer station, Recyclables Processing Facility, Organic Waste Processing Facility, or C&D Debris Facility. The transport must be accomplished by the Customer, Owner, or person or entity that generates the Solid Waste, Recyclables, Organic Waste, or C&D Debris and may not be transported by a company, agent, or other third party hired for such use.

Service Area. Service Area means the jurisdictional boundary of the City, including all areas hereafter annexed or otherwise added to the territorial limits of the City.

Service Rate. Service Rate is defined in Section 7.

Signature Date. Signature Date means the date of execution of this Agreement by both Parties.

Single-Family Residence. Single-Family Residence means any one-unit house or mobile home, and any building or structure, or portion thereof, that is used for residential housing purposes and has two (2) or fewer distinct living units.

Solid Waste. Solid Waste means and includes all forms of residential and commercial waste generated within City limits and intended for Disposal. Solid Waste as defined in California Public Resources Code, Section 40191 and regulations promulgated thereunder and without limitation includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes. Excluded from the definition of Solid Waste are Excluded Waste, Recyclable Materials, Green Waste, Food Waste that is separated from the Solid Waste stream for processing at an Organic Waste Processing Facility, and C&D Debris. Notwithstanding any provision to the contrary, "Solid Waste" may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of Household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Special Services. Special Services means specific service-related activities such as lock, gate, and long-walk services provided by the Company to Customers for which the Company may charge an additional Company Service Fee.

Special Waste. Special Waste means flammable waste; waste transported in a bulk tanker; liquid waste; sewage sludge; pollution control process waste; residue and debris from the cleanup of a hazardous material spill or release of chemical substances, commercial products, or any other Special Wastes; contaminated soil, waste, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, Recycling, reclamation, or Disposal of any other Special Wastes; dead animals; manure; waste water; explosive substances; and radioactive substances.

State. State means the State of California.

Street Sweeping. Street Sweeping means the cleaning of curb or guttered City streets, including gutters adjacent to landscaped medians or other medians as shown in ATTACHMENT 4, using a mechanical regenerative air or other City-approved sweeper.

Tipping Fees. Tipping Fees means the charges imposed by a Designated Disposal Site, Organic

Waste Processing Facility, or C&D Debris Facility to receive and subsequently dispose or Process material.

Ton. Ton means 2,000 pounds.

Transport. Transport means the hauling of Solid Waste to a Designated Disposal Site, of Recyclables to a Recyclables Processing Facility, of Organic Waste to an Organic Waste Processing Facility, and of C&D Debris to a C&D Debris Facility.

Uncontrollable Circumstances. Uncontrollable Circumstances means any acts of god, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions; sabotage; civil disturbances; acts of a public enemy; wars; blockades; riots; eminent domain; condemnation or other taking; or other events of a similar nature, not caused or maintained by the City or the Company, which event is not reasonably within the control of the Party claiming the excuse from its obligations due to such event, to the extent such event has a material adverse effect on the ability of a Party to perform its obligations thereunder. Events which could have been prevented by reasonable precautions, including compliance with agreements and Applicable Law, shall not be considered an Uncontrollable Circumstance. Labor unrest, including but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lawfully conducted by the Company's employees or lawfully directed at the Company or a subsidiary are not considered Uncontrollable Circumstances, but shall excuse performance to the extent provided in Section 9.6.

Universal Waste. Universal Waste means any waste matter which the State of California classifies as 'universal waste,' including, but not limited to, items and materials listed in 22 CCR 66261.9, as it may be amended, as well as any items listed below not classified by the State of California as 'universal waste.' Universal Waste includes, but is not limited to, the following:

- E-Waste;
- Batteries (except automobile batteries);
- Thermostats;
- Lamps with fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and other lamps with hazardous waste characteristics;
- Cathode ray tubes;
- Aerosol cans;
- Mercury-containing items, including light switches, pressure gauges, and thermometers;
- Appliances, devices, and other objects containing electronic components, including (but not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCRs, and televisions; and
- Prescription and non-prescription drugs, not including controlled substances.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company, by acceptance of this Franchise, represents and warrants that:

- 2.1 Existence and Powers. The Company is duly organized and validly existing as a corporation under the laws of the State of California, with full legal right and power to enter into and perform its obligations under this Agreement.
- 2.2 Company Authorization and Binding Obligation. The Company has the authority to enter into and perform its obligations under this Agreement. The Company or its authorized representative has taken all actions required by law and its governing documents to authorize the execution of this Agreement. The persons signing this Agreement on behalf of the Company warrant and represent that they have authority to do so. This Franchise constitutes the legal, valid, and binding obligation of the Company.
- 2.3 No Conflict. Neither the execution nor the delivery by the Company of this Franchise nor the performance by the Company of its obligations hereunder: (1) conflicts with, violates, or results in a breach of any law or governmental regulation applicable to the Company; (2) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Company), or instrument to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement, or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the Company.
- 2.4 No Litigation. There is no action, suit, or other proceeding as of the Signature Date of the Agreement, at law or in equity, or to the best of the Company's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against the Company which may materially and adversely affect the validity or enforceability of this Franchise or any such agreement or instrument entered into by the Company in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of the Company to perform its obligations hereunder, or which would have a material adverse effect on the financial condition of the Company or its parent company.
- 2.5 No Legal Prohibition. The Company has no knowledge of any Applicable Law in effect on the Signature Date which would prohibit the performance by the Company of this Franchise and the transactions contemplated hereby.
- 2.6 The Company's Investigation. The Company has made an independent investigation (satisfactory to it) of all conditions and circumstances surrounding the Agreement, the City's needs, and the Company's ability to provide Services. The Company has relied solely on its own investigation of the City, its Customers, and service needs in preparing its proposal and entering into this Agreement.

- 2.7 Information Supplied by the Company. The information supplied by the Company in all submittals made in connection with negotiation and execution of this Agreement, including all materials in the ATTACHMENTS of this Agreement and all representations and warranties made by the Company throughout this Agreement, are true, accurate, correct, and complete in all material respects on and as of the Effective Date of this Agreement.
- 2.8 Representatives of the Company. The Company has designated in writing a responsible officer who shall serve as the representative of the Company and who shall have authority in all daily operational matters related to the Agreement. The City may rely upon action taken by such designated representative as action of the Company.
- 2.9 Contingency Plan. The Company shall submit to the City within thirty (30) days of the Effective Date of this Agreement a written “Contingency Plan” demonstrating the Company’s specific arrangements to provide vehicles and personnel and to maintain uninterrupted Service during mechanical breakdowns, and strikes.
- 2.10 Rules and Regulations. The Company hereby agrees to observe and comply with the operating rules and regulations of the Designated Disposal Site, Recyclables Processing Facility and the Organic Waste Processing Facility, including without limitation those governing delivery procedures, receiving hours, vehicle and waste inspection, Hazardous Waste screening, litter control, and safety measures.

3. GRANT OF EXCLUSIVE AGREEMENT AND REQUIREMENT OF MANDATORY SERVICES

- 3.1 GRANT OF FRANCHISE. The City hereby grants to the Company, for the term hereinafter set forth, the exclusive right and privilege to provide Street Sweeping services, and to collect and transport to any legally authorized Disposal or Processing site or sites all Solid Waste, Green Waste and/or Organic Waste, Recyclables, and C&D Debris generated, kept, and/or accumulated within the City limits as those limits, unless otherwise exempt from Collection pursuant to the terms and conditions of this Agreement.
- 3.2 MANDATORY COLLECTION. The City hereby agrees and covenants to the Company that it will at all times during the term of this Agreement require by ordinance or otherwise that all Single-Family Residence, Multiple-Family Dwellings, Mobile Home Parks and Commercial Premises within the City which generate Solid Waste shall be required to have mandatory service from Company pursuant to the exclusive franchise granted in this Agreement, with the exception of those certain Customers exempted from Service requirements as provided in Section 3.5 and those Customers who comply with Section 23C-4-3 of the Woodland Municipal Code.

Without limiting the foregoing, the City may require Commercial Customers generating a minimum volume determined by the City of Solid Waste or more each week to receive mandatory Recycling service. The City may also require Commercial Customers that are subject to Public Resources Code §42649.8 (AB 1826) to subscribe to the Company's Organic Waste service to comply with the Organic Waste recycling requirements of Public Resources Code §42649.81. The Company understands and agrees that the Council may decline to require or otherwise modify mandatory Recycling Service or Organic Waste service for Commercial Customers in its sole and complete discretion.

- 3.3 SELECTION OF DISPOSAL SITE. The City shall have the right to select the Designated Disposal Site for Solid Waste, the Organic Waste Processing Facility for Organic Waste, and the C&D Debris Facility for C&D Debris. Initially, the Designated Disposal Site is Yolo County Central Landfill. The City may change the Designated Disposal Site, Organic Waste Processing Facility, or C&D Debris Facility at any time, with ninety (90) days' written notice to the Company. Should the change in site increase the Company's cost of Transport, Processing, and/or Disposal, the Company's Rates shall be adjusted as described in Section 7.3.2.
- 3.4 COMPANY RESPONSIBILITY. The Company hereby accepts and assumes responsibility to perform and fulfill all the terms, covenants, conditions, and obligations required under this Agreement. The Company agrees to perform all of its obligations under this Agreement for the term hereof. Therefore, the Company shall furnish all the labor and equipment necessary for (i) the Collection and Transport of all Solid Waste, (ii) the Collection, Transport and Processing of all Recyclables, (iii) the Collection and Transport of all Organic Waste to an Organic Waste Processing Facility (except that residential Organic Waste services will be limited to Green Waste until the Company develops a program for source-separated Food Waste), (iv) the Collection and Transport all C&D Debris to a C&D Debris Facility, and (v) the provision of Street Sweeping, subject to the terms, conditions, and provisions of this Agreement.
- 3.5 EXCEPTIONS TO FRANCHISE.
 - 3.5.1 Exempted Services. The following services are expressly excluded from this Franchise, but the revenue collected by the Company derived therefrom shall be included in calculating Franchise Fees:
 - 1) Rental, lease, or sale of Compactors, provided that the Company shall have the exclusive right to provide hauling services for Compactors unless used exclusively for the collection of Self Haul materials.

- 2) Self Haul of Solid Waste, Recyclables, Organic Waste, or C&D Debris whereby materials are delivered by a Residential or Commercial Customer directly to a permitted Disposal or Processing site, using the Customer's own equipment. Customers cannot subcontract any portion of the Self Haul to any entity other than the Company.
- 3) The collection of Food Waste from Commercial Premises pursuant to a service contract with an entity other than the Company, where the collection service was ongoing before January 1, 2017 and was established to facilitate the separation of Food Waste from Solid Waste for Organic Waste Processing instead of Disposal at a landfill.
- 4) Any service subject to continuation rights under Public Resources Code section 49520 for the duration of those rights.

3.5.2 Exempt Materials. The Company shall not have the exclusive right and privilege to collect the following materials. However, the granting of this Franchise shall not preclude an Owner, resident, or commercial entity from contracting for the categories of materials described below to be delivered to, collected and/or transported by the Company or others, provided that nothing in this Franchise is intended to or shall be construed to excuse any person from obtaining from the City any authorization which is otherwise required by law:

- 1) Recyclable Materials donated or sold by Residential Customers or Commercial Customers to any party of their choice.
- 2) Materials which would otherwise constitute Franchise Materials that are removed from a premise by a company as an incidental part of a gardening, landscaping, tree trimming, cleaning, maintenance, construction, or similar service offered by that company rather than as a waste hauling service. This provision does not allow the hauling of materials by any business hired for the purposes of yard, garage, or building cleanup and removal of debris.

The Company's exclusive Franchise in this Agreement shall not include governmental entities if and to the extent the City has no legal power to include them in the exclusive Franchise. The provisions of this Franchise shall not preclude or prohibit the City or any officer or employee thereof or any employee of the State, or any governmental subdivision thereof, from collecting, removing, and disposing of Solid Waste, Recyclables, Organic Waste or C&D Debris from the City or State facilities.

3.6 TERM OF AGREEMENT. The term of this Agreement shall be for the period commencing on October 18, 2017, and ending on December 31, 2025.

3.7 FEES

3.7.1 City Franchise Fee. Fifteen percent (15%) of all revenues collected by the Company resulting from exclusive and non-exclusive Services provided by the Company within the City of Woodland, including, but not necessarily limited to, fees collected during the calendar year pursuant to the Rates established in Section 7.3 of this Agreement (as those Rates may be modified, replaced, or adjusted) and other fees charged by the Company that are not regulated by the City, but excluding revenue from sales of Recyclable Materials (“Franchise Revenues”) shall be paid by the Company to the City as a Franchise Fee.

3.7.2 Franchise Fee Payment. The Franchise Fee shall be computed and paid on the basis of the Company’s total cash receipts each month derived from Services provided in Woodland. The Company shall remit the Franchise Fee as part of the Monthly Remittance. If the Company fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by the Company within thirty (30) days from discovery of the error or determination of the correct amount. In addition, the Company shall pay interest on any underpayment at the rate of ten percent (10%) per annum. Any overpayment to the City through error or otherwise shall be offset against the next payment due from the Company without interest. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Agreement, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City. In case of dispute between the City and the Company regarding any amounts due, the Company shall pay the undisputed portion of the amount claimed by the City as due and notify the City in writing at the time of payment as to any payment that is paid under protest, specifying the basis of its claim of overpayment.

3.7.3 Audits. The relevant books and records of the Company shall be subject to audit and inspection for the purpose of reviewing billing operations, accounts receivable and customer service, by either Party, its auditors or other agents, at any reasonable time upon reasonable notice. Such audit or inspection shall take place at a City facility, if reasonably practicable, or at a Company facility in Yolo County. The City shall initially bear the cost of such audit. If such audit discloses a material breach of this Agreement or an underpayment of the Franchise Fees or other sums due under this Agreement in excess of five percent (5%) of the amount which should have been paid, the Company shall promptly tender to the City the amount of such underpayment, together with interest at the rate of ten percent

(10%) computed from the date of underpayment, and shall further reimburse the City for the entirety of its audit costs, including, without limitation, auditor's costs and expenses, internal costs and expenses, and legal and other third party expenses. If such audit discloses an underpayment of less than five percent (5%), the Company shall promptly repay such underpayment, together with interest at the rate of ten percent (10%) computed from the date of underpayment, and the City shall bear the costs of the audit. If such audit discloses an overpayment, the City shall promptly repay such underpayment and the City shall bear the costs of the audit.

- 3.8 GROWTH IN ACCOUNTS. The Company shall provide service to all existing or new Customers within the City limits requiring or requesting Service during the term of Agreement, unless Service is requested for an Inaccessible Area.
- 3.9 ANNEXATION. The City shall promptly provide written notice to the Company regarding any geographic area that has been or will be annexed to or de-annexed from the City. If such notice is given, the provisions of the Agreement shall apply to the annexation, and the Company shall provide Services to Customers in the geographic area no later than 14 days after receiving the written notice, unless otherwise directed by the City.
- 3.10 TITLE TO FRANCHISE MATERIALS. All Solid Waste, Recyclables, Organic Waste and C&D Debris collected pursuant to this Agreement shall remain the property of the Customer until such time as it is collected for disposal or processing. It is expressly understood that all Solid Waste, Recyclables, Organic Waste and C&D Debris collected under this Franchise becomes the property of the Company upon Collection, subject to the requirement of delivery of Solid Waste to the Designated Disposal Site, Organic Waste to an Organic Waste Processing Facility, Recyclables to a Recyclables Processing Facility, and C&D Debris to a C&D Debris Facility. The Company is hereby granted the right to retain, dispose of, and otherwise use such Franchise Materials, or any part thereof, in any fashion or for any lawful purpose desired by Company, and to retain any benefit or profit resulting therefrom. Franchise Materials delivered to a Designated Disposal Site, Processing Facility or C&D Debris Facility shall become the property of the owner or operator of such facility once deposited there by the Company.
- 3.11 CONDITIONS TO EFFECTIVENESS OF AGREEMENT. This Agreement shall not become effective and the City shall not be obligated to permit this Agreement to become effective and to perform the undertakings provided for in this Agreement unless each and all of the conditions set out below are satisfied, or waived, in written form and in whole or in part by the City. Waiver of any of the following as a condition to the effectiveness of this Agreement will not preclude the City from pursuing any claim or breach of this Agreement. This Section may supersede the Effective Date of this Agreement.

- 3.11.1 Accuracy of Representations. The representations and warranties made by the Company in this Agreement are true and correct on and as of the original signature date of this Agreement.
- 3.11.2 Verification of Insurance Coverage and Faithful Performance Bond. On or before the Effective Date, the Company shall submit, to the satisfaction of the City, endorsements of insurance coverage and faithful performance bond.
- 3.11.3 Absence of Litigation. There is no litigation pending on the Signature Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance, or which may affect the Company's ability to perform under the terms of this Agreement. The Company shall notify the City in writing within thirty (30) days of any litigation which may in any way affect its performance of Franchise Services under this Agreement.

4. SERVICES OF COMPANY

4.1 SERVICES PROVIDED BY COMPANY. The Company may require separate written contracts to be negotiated between the Company and Customers generating Special Waste. The Company shall, in accordance with the terms of this Agreement, Applicable Law, and best industry practices, provide all labor, materials, facilities, services, and equipment necessary to:

- Collect and Transport all Solid Waste;
- Collect, Transport, Process, Recycle, and market all set-out Recyclables;
- Collect, Transport, and deliver to Organic Waste Processing Facilities all Organic Waste;
- Collect, Transport, and deliver to C&D Debris Facilities all C&D Debris;
- Provide Street Sweeping Services;
- Provide public education, reporting, and other requirements, as well as Customer Services within the City. The following Sections describe these services.

4.2 SOLID WASTE COLLECTION

4.2.1 Single-Family Residence Service. The Company shall, once per week, collect the Solid Waste which has been placed in Solid Waste Carts at Single-Family Residences within the City and placed at Curbside prior to the Company's normal weekly collection time, provided that in no event shall the Company be required to collect any additional Solid Waste placed at Curbside which is not placed in a Cart. The Company shall provide Carts sufficient to provide the level of Service requested by each Customer. The Company, without expense to the City or Customer, shall provide a Solid Waste Cart to a new Residential Customer that has no such container within five (5) working days after notice, of, or request for,

Service, or in the case of annexations, within fourteen (14) days of the annexation effective date.

- 4.2.2 Commercial. Multiple-Family Dwelling, and Mobile Home Park Service. The Company shall furnish or provide Carts, Bins, Compactors or Debris Boxes for use in Collection, as appropriate, to all Multiple-Family Dwellings, Mobile Home Parks, and Commercial Premises which generate Solid Waste within the City. The size of the receptacles and the frequency of their collection (which shall not be less than once a week) shall be determined by contract between the Customer and the Company. The Company, without expense to the City or Customer, and within five (5) working days after notice, shall provide a Solid Waste receptacle sufficient to provide the requested level of Service to a new Commercial Customer that has no such container. Bins, Compactors and Debris Boxes shall be placed on hard surface locations which are accessible to the Company. Use of Bins, Compactors or Debris Boxes by Customers may be exclusive or shared as set forth in said contract between the Customer and the Company. Receptacles supplied by the Company shall, at all times, be maintained by the Company in a well-kept appearance. Front-load Bins, Compactors and Debris Boxes must be maintained with lids. Customers shall be responsible for sanitation and deodorizing of such Bins, Compactors and Debris Boxes, provided, however, the Company shall provide in its rental contracts for a Bin, Compactor or Debris Box cleaning service to be performed at the request of the Customer for a fee specified in such contract.
- 4.2.3 Cleanup. The Company shall be responsible for cleanup of any Solid Waste dropped or spilled by its employees or agents during collection or transport.
- 4.2.4 Company-Assisted Service. The Company shall provide backyard Service at the existing Cart Service Rate for those Residential Customers physically unable to place Carts at Curbside for Collection. See Section 5.1.5.
- 4.2.5 Free City Service. The Company shall provide free Solid Waste Collection Service for all City-owned, City-leased, or City-rented municipal parks, offices, and facilities.
- 4.2.6 Hours of Collection. Collection Service of all Carts, Bins, Compactors and Debris Boxes in Residential Service areas and from Commercial Premises adjacent to Residential Service areas shall not start before 6:00 a.m. or continue after 6:00 p.m., subject to change by resolution of the Council. However, the hours of Collection may be extended temporarily as a result of extraordinary circumstances or conditions with the prior consent of the City Representative.
- 4.2.7 Residential Cart Replacement. The Company, without expense to the City or the Customer, and within seventy-two (72) hours after notice, shall provide one

replacement Cart every four (4) years for lost or stolen Carts, shall provide one replacement Cart per year for graffiti-“tagged” Carts, and shall replace Carts damaged due to normal wear and tear within the time frame of one Collection cycle. The Company shall maintain records of lost, stolen, damaged and graffiti-“tagged” Carts by specific address. The Company may charge for additional replacement Carts based on the actual cost of the Carts and their delivery, including replacement Carts that are needed as a result of circumstances other than as described above (e.g., customer damage to Carts other than normal wear and tear).

4.3 RECYCLING

4.3.1 Residential Recycling. The Company shall Collect, Process, Recycle, and Transport Recyclables listed in ATTACHMENT 1 from all Residential Customers, including those Multiple-Family Dwellings and Mobile Home Park Customers that use Cart Service. In no event shall the Company be required to collect any Recyclables placed at Curbside which are not placed in the Cart. The Company shall not be required to collect Recyclables from a Cart if the Recyclables are commingled with Solid Waste or Organic Waste. In the event the Recyclables are commingled with Solid Waste and/or Organic Waste to the extent that they cannot easily be separated by the Company or the nature of the material renders the Recyclable Materials contaminated, the Company will leave the material in the Recycling Cart and will leave a non-collection notice explaining the reason for non-Collection of the Recyclables. The Company shall provide Residential Customers with Residential Carts and educational information within five (5) days of notice of, or request for, Service, or in the case of annexations, within fourteen (14) days of the annexation effective date. The Company shall provide and distribute to each Residential Customer one (1) such Cart, but, upon request of the resident and as needed, will provide additional such Carts at no additional charge.

4.3.2 Commercial Recycling. The Company shall Collect, Process, and Transport Recyclables listed in ATTACHMENT 1 from all Commercial Premises that participate in or are required to receive Recycling Service, provided, however, that in the event any Recycling Container contains more than 10% non-Recyclables, the Recycling Container will be treated as containing Solid Waste and the Customer will be charged at the applicable rate for Solid Waste. The Company will develop and implement quality assurance procedures to monitor the Recycling performance of Commercial Customers. The Company shall provide approved Recycling Containers to each participating Commercial Premises. Recycling Containers shall be provided within fifteen (15) working days of sign-up and Owner’s or manager’s provision of a proper site. Recycling Containers shall be sited in accordance with all policies and regulations of the

City.

- 4.3.3 Cleanup. The Company shall be responsible for cleanup of any Recyclables dropped or spilled by its employees or agents during Collection or Transport.
- 4.3.4 Company-Assisted Service. The Company shall provide backyard Service at the existing Cart Service Rate for those Customers physically unable to place Carts at Curbside for Collection. See Section 5.1.5.
- 4.3.5 Free City Service. The Company shall provide free Recyclables Collection for all City-owned, City-leased, or City-rented municipal parks, offices, and facilities.
- 4.3.6 Hours and Schedule of Collection. To the maximum extent possible, Collection of Recyclables from all Residential Customers shall be made on a regular schedule on the same day as Solid Waste Collection. Collection from Commercial Premises shall be made on a regular schedule. Collection Service in Residential Service areas and from Commercial Premises adjacent to Residential Service areas shall not start before 6:00 a.m. or continue after 6:00 p.m., subject to change by resolution of the Council. However, the hours of Collection may be extended temporarily as a result of extraordinary circumstances or conditions with the prior consent of the City Representative.
- 4.3.7 Residential Recycling Cart Replacement. The Company, without expense to the City or the Customer, and within seventy-two (72) hours after notice, shall provide one replacement every four (4) years of lost or stolen Recycling Carts, one replacement per year for graffiti-“tagged” Carts, and shall replace Carts damaged due to normal wear and tear within the time frame of one Collection cycle. The Company shall maintain records of lost, stolen, damaged and graffiti-“tagged” Carts by specific addresses. The Company may charge for additional replacement Recycling Carts based on the actual cost of the Carts and their delivery.
- 4.3.8 Construction and Demolition Debris. The Company shall encourage builders and demolition companies (“Construction Companies”) to source- separate their C&D Debris for future Recycling. The Company will develop and distribute educational materials for Construction Companies with regard to recycling of C&D Debris. The educational materials will be distributed in coordination with the issuance of building permits in the manner to be provided in the City ordinance. Prior to disposal, the Company shall have the right to salvage Recyclables from C&D Debris collected pursuant to this Agreement and to retain funds derived therefrom.
- 4.3.9 Curbside Oil Program. At the request of a Residential Customer, the Company will collect used oil filters and motor oil in sealed containers provided by the Company and distributed to Customers at their request, without surcharge. The

Company will, where reasonably feasible, provide for Recycling or reprocessing of the used oil filters and motor oil. The Company will bear the expense for containers or other program materials up to \$7,500 during each calendar year, but will thereafter have no further obligation to provide such services for the remainder of the calendar year unless agreed to in writing by City and Company, provided that the Company will continue to provide such services for used oil filters and motor oil in sealed containers provided by the Customer if they are of a quality and suitability at least equal to those previously provided by the Company and otherwise in compliance with Applicable Law.

4.3.10 On-Call Residential Pick-Ups. The Company shall collect E-waste and Universal Waste from Residential Customers on an on-call basis for a fee to be paid by the Customer in an amount to be agreed upon by the Customer and the Company.

4.3.11 Recycling Coordinator. The Company will employ a full-time Recycling coordinator whose primary responsibility will be to coordinate Recycling activities with the City, including activities such as establishing Recycling goals, developing educational and promotional materials, and performing Recycling audits of Commercial Customers. The City and the Company will develop in cooperation with one another measurable goals for the Company's Recycling Program and for the Recycling coordinator. The Recycling coordinator's primary responsibility will be to provide services for the City though he or she may also provide services to other cities or entities served by the Company so long as they do not interfere with his or her assignments on behalf of the City. The Company may supplement the services of the Recycling coordinator with the services of other employees of the Company who have skills and experience useful for the City's efforts regarding waste reduction, waste diversion, Recycling, and Customer education about Services. The Recycling Coordinator will have lead responsibility for all such tasks. Approximately 40 hours per week of assistance on the foregoing tasks shall be provided by the Company, with the Recycling coordinator providing most of the program support, provided, however, supplemental personnel shall be provided as needed to meet the City's 40 hours of program requirements.

4.4 ORGANIC WASTE

4.4.1 Residential Organic Waste Collection. (a) The Company shall Collect and Transport to the Organics Processing Facility or Facilities Green Waste set out in Carts and in piles at residences, as described herein and prescribed by Section 23C-4-16 of the Woodland Municipal Code. Residential Customers will not be able to opt out of Green Waste Services. (b) Should the City institute a mixed Organic Waste collection program for Residential Customers, the Company shall Collect and Transport to the Organics Processing Facility or Facilities mixed

Organic Waste set out in Carts and Green Waste set out in piles at residences, as described herein and prescribed by Section 23C-4-16 of the Woodland Municipal Code. Residential Customers will not be able to opt out of these services; provided, however, Company will not be obligated to provide mixed Organic Waste Collection (i.e., Food Waste mixed with Green Waste) services to Residential Customers until an Organics Processing Facility capable of handling this waste is identified by City. (c) The Company shall provide Residential Customers with Green Waste or Organic Waste Carts (as applicable) and educational information about relevant Green Waste or Organic Waste service (as applicable) within five (5) days of notice of, or request for, service, or in the case of annexations, within fourteen (14) days of the annexation effective date.

- 4.4.2 Commercial Organic Waste Collection. (a) Subscribing to Green Waste Service will be optional for Commercial Customers. The Customer seeking the Service must contact the Company to initiate the Service, and Service will be provided only to those Commercial Premises that are located in areas where the Company is already providing such Service to residences and to which the City agrees to extend the Service. Should City initiate mixed Organic Waste collection service at residences, the Green Waste Service of the subscribing Commercial Customers shall be converted to mixed Organic Waste service at the same time that mixed Organic Waste service begins for Residential Customers. (b) Subject to Section 3.2, Commercial Customers may be required or may choose to subscribe to the Company's Food Waste collection service, when such service is available. The Company shall Collect and Transport to the Organics Processing Facility or Facilities all Organic Waste properly set out in Carts or Bins at commercial premises.
- 4.4.3 Cleanup. The Company shall be responsible for cleanup of any Organic Waste dropped or spilled by its employees or agents during Collection or Transport.
- 4.4.4 Company-Assisted Service. The Company will provide backyard Service at the existing Cart Service Rate for those Customers physically unable to place Carts at Curbside for Collection. See Section 5.1.5.
- 4.4.5 Free City Service. The Company shall provide free Organic Waste Collection for all City-owned, City-leased, or City-rented municipal parks, offices, and facilities.
- 4.4.6 Hours and Schedule of Collection. To the maximum extent possible, Collection of Organic Waste Carts from all Residential Customers and subscribing Commercial Customers shall be made on a regular weekly schedule on the same day as Solid Waste Collection. Collection of Green Waste street piles in accordance with the schedule established in Section 4.4.8. Collection Service of Carts and street piles shall not start before 6:00 a.m. or continue after 6:00 p.m.,

subject to change by resolution of the Council. However, the hours of Collection may be extended temporarily as a result of extraordinary circumstances or conditions with the prior consent of the City Representative.

4.4.7 Cart Replacement. The Company, without expense to the City or the Customer, and within seventy-two (72) hours after notice, shall provide one replacement every four (4) years of lost or stolen Organic Waste Carts, shall provide one replacement per year for graffiti-“tagged” Organic Waste Carts, and shall replace Organic Waste Carts damaged due to normal wear and tear within the time frame of one Collection cycle. The Company shall maintain records of lost, stolen, damaged and graffiti-“tagged” Organic Waste Carts by specific address. The Company may charge for additional replacement Organic Waste Carts based on the actual cost of the Carts and their delivery. Customers will be able to make a change in size or number of Organic Waste Carts once every twelve (12) months at no additional cost.

4.4.8 Street Pile Collection. When and where allowed, Green Waste piles must be located in front of the property where the material originated just beyond the gutter line as prescribed by Section 23C-4-16 of the Woodland Municipal Code. The Company will not be required to provide Collection of Green Waste piles that contain items longer than five (5) feet or with a diameter greater than six (6) inches or material that is not accepted at the Organic Waste Processing Facility. The Company shall provide Collection of Green Waste placed in the street in accordance with the following schedule:

- During November 1 through January 31 (“Leaf Season”), the Company will provide weekly street pile Collection Services in addition to weekly Cart Collection Services.
- During February 1 through October 31 (“Non-Leaf Season”), the Company will provide street pile Collection Services once per month in addition to weekly Cart Collection Services.

The Company may deviate from this schedule only during leaf season in the fall or the heaviest pruning month in the spring, as mutually agreed upon by the City and the Company. The Company shall notify the City within twenty-four (24) hours when Green Waste Services have been delayed. The Company and the City shall direct participating Customers to place grass clippings into Carts year round. Grass clippings may not be placed in the gutters for street collection at any time. This service shall be provided in addition to and not as a replacement for Green Waste or Organic Waste service otherwise required to be provided in this Section.

4.4.9 Christmas Tree Collection. The Company shall collect Christmas trees at Curbside on the regular day of street pile Collection Service each year from

December 26 through February 1.

- 4.4.10 Public Outreach Program. City and Company staff will prepare and distribute a color-coded map and calendar each year to inform Customers of the schedule for Collection of Green Waste street piles. The map and calendar will be available on both the Company's and the City's website and in printed form.
- 4.4.11 Subcontracting of Services. Notwithstanding anything to the contrary in this Agreement, the Company may subcontract any and all elements of the Organic Waste and Christmas tree Collection Services required by this Agreement with the consent of the City. Such consent will not be unreasonably withheld. In any such subcontract, the Company will remain responsible for quality and execution of all terms of this agreement.
- 4.4.12 Non-Collection Due to Contamination. The Company shall not be required to collect Organic Waste if it is commingled with Solid Waste or Recyclables. In the event the Organic Waste is commingled with non-Organic Waste materials to the extent that they cannot easily be separated by the Company, the Company will leave the Organic Waste uncollected and will leave a non-collection notice explaining the reason for non-collection.

4.5 STREET SWEEPING

- 4.5.1 Frequency and Extent of Sweeping. Company shall provide weekly Street Sweeping Service City-wide. Street Sweeping Service will be provided on all arterials and collectors, in the Alleys and Parking Lots identified in ATTACHMENT 4. Street Sweeping Service for medians, as shown in ATTACHMENT 4, will be provided monthly.
- 4.5.2 Sweeping Schedule. The Company shall coordinate the collection of Green Waste street piles with Street Sweeping in order to minimize Customer complaints about Green Waste residue. In no event shall the streets be swept later than twenty-four (24) hours after Green Waste street pile Collection. The Company shall deviate from this schedule only during the heavy leaf and pruning seasons if Green Waste Collection is delayed. The Company shall notify the City within twenty-four (24) hours when Street Sweeping Services have been delayed.
- 4.5.3 Use of City Water. The Company may use City water from local fire hydrants, and will spray this water to minimize airborne dust while sweeping. The City will inform the Fire Department that the City has provided authorization to the Company to utilize the fire hydrants. The Company will measure or estimate the amount of water used during Street Sweeping, and the cost of the water will be paid from the City "Solid Waste Fund."

4.5.4 Subcontracting of Services. Notwithstanding anything to the contrary in this Agreement, the Company may subcontract any and all elements of the Street Sweeping Services required by this Agreement with the consent of the City. Such consent will not be unreasonably withheld. In any such subcontract, the Company will remain responsible for quality and execution of all terms of this agreement.

4.5.5 Additional Services. Company shall provide 200 hours of additional Street Sweeping Services annually to the City. The Street Sweeping hours may be exchanged for other services based on the rates in ATTACHMENT 2.

4.6 SPECIAL EVENT SERVICES.

The Company shall provide, upon request from the City, free Solid Waste, Recycling, and Organic Waste Services, as appropriate, for the “Stroll through History” and “Holiday Parade” special events, and, in addition, up to \$10,000 per year of free Solid Waste, Recycling, and Organic Waste Services, as appropriate, for all other City-sponsored special events within the City limits, including the provision without charge of an adequate number of separate temporary containers for Solid Waste, Recyclables, and Organic Waste for each event. In addition, the Company shall provide, upon a joint request from the City and the event organizers and free of charge, up to 150 temporary containers annually for the collection of Recyclables at non-City-sponsored special events, including removal at no charge of the Recyclables collected.

4.7 COLLECTION OF CONTAMINATED MATERIALS

4.7.1 Under no circumstances shall the Company’s employees knowingly collect Hazardous Waste or remove unsafe or poorly containerized Hazardous Waste from Customer premises. If the Company determines that material placed in a container for collection is Hazardous Waste, Excluded Waste, or other material that may not be legally accepted at the Designated Disposal Site, Recyclables Processing Facility, or Organic Waste Processing Facility or that presents a hazard to Company employees, the Company shall have the right to refuse to accept such material. The Company shall leave a non-collection notice indicating the reason for refusing the material. The Company shall contact the generator and request that the generator arrange for proper disposal service. If the Hazardous Waste, Excluded Waste, or other objectionable material is identified at time of delivery to the Designated Disposal Site, Recyclables Processing Facility, or Organic Waste Processing Facility and the generator cannot be identified, the Company shall be solely responsible for handling and arranging transport and disposition of the Hazardous Waste, Excluded Waste, or other objectionable material.

4.7.2 The Company shall be required to collect Recyclables only if they have been

separated by the Customer from Solid Waste and Organic Waste, and shall be required to collect Organic Waste only if it has been separated by the Customer from Solid Waste and Recyclables. If, by visual inspection or technology-based inspection, Company determines that Recyclables are commingled with ten percent (10%) or more by volume of Solid Waste or Organic Waste, then the Company may leave the container unemptied along with a non-collection notice which contains instructions on the proper procedures for setting out Recyclable Waste. If, by visual inspection or technology-based inspection, Company determines that Organic Waste is commingled with one percent (1%) or more by volume of Solid Waste or Recyclables or a proportion that exceeds the contamination threshold for the applicable Organic Waste Processing Facility, whichever is higher, then the Company may leave the container unemptied along with a non-collection notice which contains instructions on the proper procedures for setting out Organic Waste. Upon agreement between the Customer and the Company, Company shall collect the contaminated Recyclables or Organic Waste container as Solid Waste on the Customer's next regularly scheduled Solid Waste collection day. Company may charge for this service at the then-applicable Solid Waste collection rate for the type of customer and size of container. If a Customer's container is contaminated more than twice in the last twelve (12) months of service, and Company has left non-collection notices on each such instance, then Company may apply a contamination charge per occurrence over the succeeding twelve (12) months.

5 OTHER COMPANY REQUIREMENTS

5.1 GENERAL

- 5.1.1 Availability of Representatives. A responsible representative of the Company who is qualified to respond to public inquiries shall be available at the Company's office during office hours, excluding lunchtime closure, for communication with the City or the public.
- 5.1.2 Company-Provided Equipment. The Company shall provide an adequate number of waste collection receptacles and pieces of equipment for the Collection, Disposal, and Transportation Services for which it is responsible under this Agreement.
- 5.1.3 Community Bulky Items. The Company shall host a free annual community Bulky Waste, Universal Waste, and Household Hazardous Waste collection event. Collection of Universal Waste and Household Hazardous Waste may be waived at the City's discretion when collection of these materials is provided through other programs. The Company shall advertise the event through newspaper advertisements and articles, flyers, and bill inserts. Additionally,

Customers may request Curbside Bulky Waste Collection from their residence for a fee as established in ATTACHMENT 2.

- 5.1.4 Collection on Holidays. If the day of collection on any given route falls on a holiday observed by the Designated Disposal Site to which the Company delivers the City's Solid Waste or Organic Waste, the Company shall provide Collection Service for such route on the next workday following such holiday, thereby adjusting subsequent workdays that week.
- 5.1.5 Disabled Special Service. At no additional cost, the Company shall provide Special Service to Residential Customers who demonstrate that no person residing in their residence is able to move their Solid Waste, Organic Waste, or Recycling Carts to Curbside or another designated collection location due to physical impairment. Collection shall be from the back porch, carport, or other outside storage location. The Company shall screen applicants (must be name shown on bill or rental agreement) and provide this Special Service only in cases of legitimate need. Disability may be established by a disability parking permit or license issued by the State of California or by submitting a note from a treating doctor. Eligibility for this Special Service shall be on an annual basis.
- 5.1.6 Private Drives and Inaccessible Areas. For residences on Private Drives or other Inaccessible Areas, the Company shall collect Solid Waste, Organic Waste, and Recyclables on the nearest Public Street or Private Road connecting to the Private Drive or other Inaccessible Area.
- 5.1.7 Employees. The Company shall exercise reasonable care to hire responsible employees, to supervise the work of such employees, and to discipline and, if necessary, discharge an employee failing to meet reasonable standards for performance of work under this Agreement. The Company shall comply with applicable state and federal law pertaining to employment, including, but not limited to, applicable equal opportunity employment and affirmative action requirements.
- 5.1.8 Enforcement. The Company shall notify the City of illegal piles of Solid Waste, Recyclables, or Organic Waste placed in the street within forty-eight (48) hours of the Company's observation of the materials. The City shall have primary responsibility for the collection of illegal Solid Waste or Recyclable Materials, but the Company shall reasonably cooperate with the City's request to assist with such collection to the extent the Company has suitable equipment and personnel in the neighborhood, such collection will not unreasonably interfere with the Company's performance of its responsibilities under this Agreement, and such collection will not require the Company to incur any excessive expense. The Company shall have responsibility for the collection of illegal Green Waste.

- 5.1.9 Manner of Collection. The Company shall perform all Collection Services in a quiet and courteous manner and ensure that all Carts are placed on the premises from which they were removed in an upright position, with lids closed, and within five (5) feet of where they were originally placed before collection.
- 5.1.10 Office Facilities. The Company shall establish and maintain at all times during the term hereof an office within the City limits or within one (1) mile of the City limits. The City shall establish an additional pay station at City Hall, at no cost to the Company, where Customers can drop off their payments for collection by the Company.
- 5.1.11 Public Information and Education. The City and the Company shall cooperatively design, prepare, implement, and operate at the Company's expense a public information and education program, and it shall aim to educate the public on the environmental and economic benefits of Recycling and resource conservation and provide Customers with information on increasing waste reduction and Recycling at their homes and businesses. The campaign shall be designed to increase community participation in waste diversion and recycling. The Company shall not be obligated to spend more than \$15,000 annually for the campaign, and the campaign shall be designed to ensure that the Company's costs do not exceed that amount. The Recycling coordinator shall lead the campaign. The campaign shall be similar to the program previously provided by the Company in the City. The proposed annual campaign shall be submitted to the City Representative for approval by January 1 of each year. The campaign may include program initiation mailers, brochures, flyers, newsletters, bill inserts, and targeted notices; presentations; surveys; Recycling audits; or other forms of outreach. The campaign shall target particular types of waste materials, Customer groups, or locations within the Service Area where waste diversion improvements or program compliance enhancements can be maximized. Targets of outreach will be based on local trends and Recycling participation patterns as indicated through information obtained by City and Company staff. The program shall include quarterly distribution of the Company newsletter or other written materials to Customers provided as bill inserts; however, the costs of providing these quarterly materials shall not be included in the annual campaign budget of \$15,000. Information about the services provided by the Company shall also be included on a Company webpage. In addition, at least four months prior to initiating any new Service, or changing any existing Service, the Company shall submit a plan to the City for approval to provide additional public information related to the planned new Service or change. The Company shall accommodate commercially reasonable requests of the City and carry out the plan as approved by City.
- 5.1.12 Service Schedule: The Company shall provide electronic maps (which may be in

“portable document format” or other similar format) identifying the schedule for Refuse, Recyclables, Organic Waste Collection, Green Waste street pile Collection, and Street Sweeping Services. The electronic maps shall provide adequate detail for customers to identify specific service days for all locations within the Service Area. These maps shall also be available on the Company webpage.

- 5.1.13 Office Hours. The Company’s office hours shall be, at a minimum, from 8 a.m. to 5 p.m. daily, except for a lunch hour and Saturdays, Sundays, and holidays. A representative of the Company shall be available during office hours for communication with the public at the Company’s principal office.
- 5.1.14 Service Complaints. All Service complaints shall be directed to the Company. The Company shall respond to all complaints, other than missed pickups, within twenty-four (24) hours if the twenty-four (24) hour period ends during the office hours specified in Section 5.1.13 or, if it does not, on the next business day. The Company shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all complaints and shall use its best efforts to resolve all such complaints within the two (2) business days next following the date on which such complaint is received. Complaints that cannot be reasonably resolved may be appealed to the City Manager or designee for final resolution.
- 5.1.15 Complaint Log. The Company agrees to maintain a log of all oral and written service complaints registered with the Company from Customers, Service recipients, or the public within the Service Area (“Complaint Log”). The Company shall record in the log all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. Such log shall be kept so that representatives of the City, upon request, may conveniently inspect it. The Company shall deliver, along with quarterly reports specified in Section 5.5 or otherwise upon request of the City, a summary of complaints by number and type and excerpts from the log reflecting action to date.
- 5.1.16 Missed Pickups. In the event of a missed pickup, the Company shall complete the pickup the same day if the complaint is received by 12:00 p.m. or by 12:00 p.m. the following day if the complaint is received after 12:00 p.m.
- 5.1.17 Liquidated Damages for Failure to Respond. The City Representative may levy a charge for failure to meet the requirements of this Agreement, pursuant to Section 9.1.
- 5.1.18 Service Response to Communication from the City. The Company shall respond, either verbally or by e-mail correspondence, to all requests made by the City

within 48 hours.

5.1.19 Technical Working Group. Representatives from the Company and City will meet at least quarterly to discuss issues related to the Services provided in this Agreement (or proposed services, if necessary).

5.1.20 Telephone. The Company shall maintain a toll-free telephone system during office hours, which will have available service representatives sufficient to handle the volume of calls typically experienced by the Company. Customers must be able, with reasonable convenience, to reach the Company's office by phone during office hours. The Company shall also maintain an after-hours toll-free telephone number for use during other than normal business hours. The Company shall have a representative, answering service, or voicemail system available at said after-hours toll-free telephone number during all hours other than normal office hours. Any recording shall advise callers to call 911 in the event of an emergency. The Company shall provide the City the means to contact the Company directly by telephone on a 24-hour basis in the event of an emergency. The Company shall establish and maintain the capability of responding to Customer telephone calls in Spanish as well as in English. The Company will investigate responding to telephone calls through Telecommunications Device for the Deaf (TDD) services. When TDD services are available at the Company Customer Service Center, this service will be offered to residential customers.

5.1.21 Carts. The Company shall use only the following standard colors for all Carts: (a) gray with gray lid for Solid Waste, (b) gray with blue lid for Recyclable Materials, and (c) gray with brown lid for Organic Waste.

5.2 CHANGE IN OPERATIONS/ADMINISTRATION OR SCHEDULE

The Company shall notify the City in writing of any material changes in, or to the operation to provide Franchise Services (e.g. vehicle routes, equipment type, crew size), administration (e.g., management), and schedule five (5) days in advance of the time such material change is implemented. Any changes to the Collection operation shall meet the Service requirements and performance standards and all other terms of this Agreement. In the case of changes to the Collection schedule, the Company must notify all affected Customers at least fourteen (14) days prior to any change in a Collection day. The Company shall not permit any Customer to go more than seven (7) days without service in connection with a Collection schedule change other than in the event of an Uncontrollable Circumstance.

In addition, the City may direct the Company to modify the Collection schedule in around schools and in other high traffic areas to avoid Collection during peak traffic hours, as determined by the City. The City shall endeavor to notify the Company at least three (3)

days in advance of planned City-directed work, such as road or repair or utility upgrade projects, that may restrict access to streets where the Company is scheduled to perform Services. The City will, to the extent feasible, schedule such work to prevent Company Service interruptions or delays.

- 5.3 ACCUMULATION OF SOLID WASTE AND DUMPING. The Company shall direct its drivers to note the addresses of any location at which they observe significant or ongoing accumulation of Solid Waste or Organic Waste that is not being delivered for Collection, and the address, or other location description, at which these materials have been dumped in an apparently unauthorized manner. The Company shall deliver the address or description to the City within forty-eight (48) hours of such observation.
- 5.4 MODIFICATIONS OR SCHEDULE CHANGE OF FRANCHISE SERVICES. Upon receiving a written request from the City, the Company shall provide reasonable modification of any Franchise Service subject to establishment of appropriate and mutually agreed-upon compensation for providing the service. Granting of any such modified Franchise Service shall be contingent upon Council approval of a modified Service Fee(s) and a corresponding modified Rate(s).
- 5.5 REPORTS. The Company shall provide the City with reports as deemed necessary by the City and at a frequency defined in this section. Reports will contain the information required by the City for compliance with AB 939 and for the City to measure the Company's performance of items in this Agreement, but will be limited to information directly attributable to the Collection Services provided under this Agreement. Such reports shall include, but will not be limited to, the Curbside oil collection program, Commercial Customer audits, and public education and outreach. The Company agrees to provide additional reports regarding its Collection Services as may be reasonably requested by the City to meet future reporting requirements of the City or the State of California. The City or a consultant to the City, on request, has the right to review the collection records of the Company at reasonable times and upon reasonable notice.
 - 5.5.1 GENERAL. All reports shall be provided electronically in software acceptable to the City.
 - 5.5.2 MONTHLY REPORTS. Monthly reports to the City shall be due on the 30th day of the month following the previous calendar month and shall include:
 - 1) The number of Tons (gallons or numbers of filters), separately calculated, for Cart, Bin, Debris Box/Compactor Service (combined), Green Waste and/or Organic Waste, and used oil and oil filters, collected and delivered to the Designated Disposal Site and/or Recyclables and Organic Waste Processing Facilities.

- 2) The quantity of Organic Waste Collected in Organic Waste Carts for each route, average weight of Green Waste collected in the street for each route, and amount of debris collected for each route during Street Sweeping operations.
- 3) The Company Service Fee, the Franchise Fee and any other payments to the City, and Monthly Remittances.

5.5.3 QUARTERLY REPORTS. Quarterly reports to the City shall be due on the 30th day of the month following the previous calendar quarter and shall include:

- 1) Detailed review of the number and type of complaints received over the past quarter, including how they were resolved and the elapsed time between receipt of the first complaint and final resolution of the complaint.
- 2) A summary narrative of problems encountered with Collection and Processing activities and actions taken. Information shall include the type and number of notification tags left at Customer locations for Customers with multiple violations; haul-or-call tags; instances of property damage or injury, poaching, or scavenging; significant changes in operation; market factors; and publicity conducted.
- 3) A summary of a log on praises and complaints and resolutions of complaints, including a summary of the type and number of complaints. The Company shall provide a record of all calls related to missed pickups and responses to such calls.

The quarterly report may include the monthly report that is due that month, in one document.

5.5.4 ANNUAL REPORTS. Annual reports to the City shall be due in both printed and electronic format on July 15th of each year, beginning July 15, 2011, and shall include:

- 1) Reviewed financial statements by an independent external auditor selected by the Company. The Company will pay all review costs.
- 2) A summary of the prior year's monthly Company Service Fee, Franchise Fee, any other payments to City, and Monthly Remittances.
- 3) Account data submitted electronically in software acceptable to the City (including, without limitation, Excel), including the number of accounts for each Service category.

- 4) Public education and information activities undertaken during the year, including distribution of bill inserts, Collection notification tags, community information and events, and other activities related to the provision of Collection Services. The report shall include a narrative assessment of the impact of these activities on Recycling and Organic Waste participation and amounts collected from Single-Family Residences, Multiple-Family Dwellings, and Commercial Customers. An annual public education plan will be submitted to the City as described in Section 5.1.11.
- 5) The number of Tons, calculated separately, for Cart, Bin, Debris Box and Compactor Service collected and delivered to the Designated Disposal Site, Recyclables Processing Facility, and Organic Waste Processing Facility or Facilities. The number of Service accounts shall be indicated by Service classification level for Single-Family Residences, Multiple-Family Dwellings, and Commercial Customers. The information shall include the number of Bins, Debris Boxes, Compactors and Carts distributed by size and Customer type. This effort will include route/service verification by the Company prior to submittal of the information to the City.

The annual report may include the monthly and quarterly reports that are due in that month, in one document.

- 5.6 ADDITION OF NEW NON-FRANCHISE SERVICES. Upon receiving a written request from the City, the Company shall provide any other exclusive or non-exclusive services not covered by this Franchise, and that it is qualified to provide, including, but not limited to, assistance to the City in the event of natural disasters, subject to establishment of appropriate and mutually agreed upon compensation for providing the service. Granting of any such new service shall be contingent upon Council approval of a new Service Fee(s) and a corresponding new Rate(s) as provided in ATTACHMENT 2.

5.7 COMPANY VEHICLES

- 5.7.1 The Company shall at all times comply with all applicable rules, statutes, orders, and requirements adopted by any governmental agency with jurisdiction over air quality, including, but not limited to, the California Air Resources Board and Yolo-Solano Air Quality Management District. In addition to any indemnification obligations set forth elsewhere in this Agreement, the Company shall defend, indemnify, and hold harmless the City against any fines, penalties, losses, or claims arising out of the Company's failure to comply with this paragraph.

- 5.7.2 The Company shall, within eight (8) years of the effective date of the Prior Franchise, replace its fleet with trucks that use compressed natural gas or low-sulfur diesel fuels or otherwise meet all applicable requirements imposed by the California Air Resources Board for new vehicles, provided, however, that this requirement shall not apply to trucks used on a part-time basis (such as leaf season trucks and roll-off trucks) and specialty trucks that are not readily available in these fuel-types. Notwithstanding the foregoing, the Company may use vehicles not meeting the criteria in the preceding sentence on a temporary basis, not to exceed thirty (30) days. Upon request from the City, the Company shall provide records of all collection vehicles in service in Woodland, including engine and chassis numbers.
- 5.7.3 All vehicles used by Company under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, shall be uniformly painted, and shall be washed at least once every seven (7) calendar days. The Company's name, phone number, and vehicle number shall be prominently displayed on its vehicles.
- 5.7.4 The Company shall immediately clean up any fluids and/or waste spilled from Collection and/or Street Sweeping vehicles, and shall deploy and remove absorbent materials to the extent necessary to absorb all fluids. The Company shall provide the City with notice of any spill that the Company is required to provide to the State Office of Spill Prevention and Response or that the Company provides to Yolo County Environmental Health. Such notice shall be given to the City at the same time and in the same manner (whether oral, written or by other means) that it is provided to the State or Yolo County. When necessary, the Company shall apply a suitable cleaning agent to the street surface or shall employ hydraulic steam cleaning to provide adequate cleaning. Each of the Company's Service vehicles shall at all times be equipped with petroleum absorbent materials and a broom and shovel to be used for cleanup activities. The Company shall comply at all times with all recommendations or limitations concerning laden weight of collection vehicles established by the State of California or any government agency, and/or the vehicle manufacturer.

6. CONFIDENTIALITY

The City and the Company each acknowledge that the financial information provided by the Company to the City on this Agreement constitutes highly confidential, proprietary information, of which disclosure to the public would result in unfair competitive disadvantage to the Company, its parent Company and/or affiliated entities. The Company, its parent Company and/or such affiliated entities shall be entitled to injunctive relief to prevent such disclosure which is in excess of the disclosure the City is required to make under applicable state and federal laws

and regulations. The City agrees to contest all attempts by third parties to obtain disclosure of such financial information that is not otherwise required to be disclosed by state and/or federal laws and regulations.

7. SERVICE RATES

The Company shall bill each Customer at the rates provided in ATTACHMENT 2 to this Amendment and as adjusted from time to time pursuant to this Agreement (the “Service Rates”). A 10% Rate discount shall be given to Low Income qualifying residents that sign up for such discount who select the single Solid Waste (Garbage) Cart option. The Company will fund a maximum of \$7,000 annually for the Low Income discount program. The Company will screen resident applications to determine eligibility to receive such discount. The Company will require participating residents to reapply annually in order to verify that they continue to qualify for the Low Income discount.

7.1 **BILLING AND COLLECTION OF ACCOUNTS.** The Company shall bill Customers for all Services. Billing shall be itemized separately for Solid Waste Collection, Recycling Services, Green Waste or mixed Organic Waste/Street Sweeping Services, and Food Waste Collection, as applicable. Such billings may cover the periods and be collected by the methods hereinafter set forth.

7.1.1 Residential. Residential Customers may be billed for up to two (2) months in advance or based on arrears/advanced billing combinations implemented at the discretion of the Company. Payment shall be due at the end of such service period. If not paid when due, the bill may thereafter bear a late charge to be determined by the Company (subject to City approval) which shall be collectible along with the charge for service. If the bill is not paid within 60 days of billing, and after notice of delinquency has been sent to the Customer by the Company, the Company may initiate a lien procedure, under the City’s authority, and pursuant to the provisions of the Woodland Municipal Code, which will result in placement of a lien on the property. See Section 7.1.6.

7.1.2 Commercial. Commercial Customers shall be billed monthly in advance. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered; thereafter, the bill shall be considered delinquent, and the Company may charge interest not to exceed the maximum interest rate allowed by law (2.5% late charge or \$5.00, whichever is greater) for such time as the bill remains unpaid after the due date. If the bill is not paid within 60 days of billing, and after notice of delinquency has been sent to the Customer by the Company, the Company may terminate service to that Customer. Prior to and after doing so, the Company shall notify the City in writing.

- 7.1.3 Debris Box Service. Customers shall be billed in arrears. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered; thereafter, the bill shall be considered delinquent, and the Company may charge interest not to exceed the maximum interest rate allowed by law (2.5% late charge or \$5.00, whichever is greater) for such time as the bill remains unpaid after the due date. If the bill is not paid within 60 days of billing, and after notice of delinquency has been sent to the Customer by the Company, the Company may terminate service to that Customer. Prior to and after doing so, the Company shall notify the City in writing. In addition, the Company may impose a fuel surcharge for Debris Box Service, as set forth in ATTACHMENT 2.
- 7.1.4 Tipping Fees. The Company shall assume responsibility for payment of Tipping Fees imposed by the applicable Disposal or Processing Site.
- 7.1.5 Special Services. The Company shall also receive fees for performance of Special Services as agreed upon in separate contracts between the Company and each Customer requesting such Special Service.
- 7.1.6 Lien Assistance. The Company shall provide all the required information to the City for parcels to be liened by June 10 of each year. This information shall be accurate and not require any research on the City's part regarding parcel Owner, address, etc. The Company is responsible for notifying the property Owner that a lien will be placed on the parcel by May 31 of each year. The Company will notify the City no later than June 30 of any valid payments received for parcels contained in the notice previously provided by the Company to the City. The City will provide the list of properties to be liened to the County.
- 7.2 MONTHLY BILLING STATEMENT AND REMITTANCE. For each month the Company shall prepare and provide to the City a monthly statement and a Monthly Remittance by the 30th day of the following month. The monthly statement shall include the following information and calculations for the Monthly Remittance:
- 7.2.1 Franchise Revenues. All Franchise Revenues received from Customers during that month for current and past due accounts are to be reported. Documentation shall be provided to support the report of Franchise Revenues.
- 7.2.2 City Charges. Documentation shall be provided to support the calculation of the total monthly City Charges.
- 7.2.3 Franchise Fee. The Company shall present the Franchise Fee calculations and the amount of the monthly Franchise fee obligation.

7.3 ADJUSTMENTS TO RATES

- 7.3.1 CPI Adjustment. The Service Rates (including all components of the Service Rates, including, for example, Tipping Fees) may be increased annually for a CPI Adjustment (as defined below) and such increase may be effective as of the first day of January of each calendar year. This annual increase (hereinafter referred to as the “CPI Adjustment”) shall be equal to the amount derived by multiplying (A) the previous Service Rate by (B) the percentage increase in the U.S. City Average Consumer Price Index for “All Urban Consumers” (“U.S.C.P.I.”) during the most recent 12 month period for which the U.S.C.P.I. is available, subject to a maximum CPI Adjustment of 5%. The maximum CPI Adjustment shall be decreased to 4% for any year in which the Company has failed to achieve the following participation rates in Commercial Recycling (provided that the City has implemented mandatory Recycling for Commercial Customers for the entire year in question), measured by the percentage of Commercial Customers that are subscribing to Recycling Services on June 30 of the year preceding the corresponding January CPI Adjustment: 2017 CPI Adjustment, 65% participation, 2018- 2019 and all future CPI Adjustments, 70% participation.
- 7.3.2 Tipping Fee Adjustment. Subject to the provisions of Section 7.3.4 regarding the time for making such a request, the Service Rates shall be increased following an increase in the Tipping Fees. The Tipping Fee increase will be submitted at the time of the annual rate adjustment. The increase is subject to the provisions of Section 7.3.5 regarding the effective date of such increases and compensatory mechanisms for Tipping Fee increases for time periods prior to the effective date. Such increases shall be equal to the amount derived by multiplying (A) the portion of the previous Service Rate representing Disposal or Processing Costs by (B) the percentage increase in the Tipping Fees, and reducing that product (but not below zero) by an amount equal to the CPI Adjustment (or, if less, the change in the U.S.C.P.I. between the date of the most recent Tipping Fee increase and the most recent month for which the U.S.C.P.I. is available).
- 7.3.3 Special Service Rate Review Request. In addition to the CPI Adjustment and Tipping Fee Adjustment, the Service Rates may, upon written request of the Company, be further adjusted (a “Discretionary Adjustment”) for increased expenses associated with performance of the services hereunder. Company must provide financial statements covering franchised operations for the prior three (3) year period with any request for a Discretionary Adjustment. The financial statements shall be audited for requests that will increase aggregate Service Rates by more than 3% and otherwise shall be reviewed. The Council may approve or deny, in its sole discretion, any Discretionary Adjustment. The Company may request a Discretionary Adjustment due to any one or more of the following causes:

- 1) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement;
- 2) changes in disposal methods or sites mandated by any political body which may now or in the future have legal jurisdiction;
- 3) surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Solid Waste;
- 4) increases in costs resulting from a change in the location of the landfill or other Designated Disposal Site to which the Company is required to transport Refuse collected hereunder or a change to the Designated Disposal Site directed by the City; or
- 5) any other causes or reasons that are not within the reasonable control of the Company.

7.3.4 Rate Adjustment Procedure. The Company shall submit to the City a written request for a CPI Adjustment, Tipping Fee Adjustment, and/or Discretionary Adjustment, including a report detailing the increased expenses associated with performance of the Services hereunder due to any of the above enumerated causes. A request for a CPI Adjustment without any Discretionary Adjustment shall be submitted no later than October 1st of any given year, and a request for a CPI Adjustment that also requests a Discretionary Adjustment shall be submitted no later than September 1st of each year. A request for a Tipping Fee Adjustment shall be made by October 1st as part of the annual CPI rate adjustment following the City and Company receiving notification of a future increase in Tipping Fees. The Company's failure to submit a timely request shall constitute a waiver of the Company's rights to seek a rate adjustment for the following calendar year except to the extent that the City determines such failure does not materially prejudice the City's ability to give due consideration to and take action with respect to such request in the ordinary course of business so that any change in Service Rates may take effect on the following January 1. Within thirty (30) days after the Company provides the City with such request and report, the City shall notify the Company in writing as to whether the City accepts such information as complete or specifying any respect in which the City deems such information incomplete or deficient. Provided that adequate supporting information has been submitted by the Company, any requested CPI Adjustment shall be deemed approved and shall take effect on the following January 1st, and a requested Tipping Fee Adjustment shall be placed on the next Council agenda following submission of a request accompanied by adequate supporting documentation. Provided that adequate

supporting information has been submitted by the Company, any requested Discretionary Adjustment shall be placed on the Council agenda for consideration following compliance, if required, with the Proposition 218 notice and hearing requirements. The Council shall not deny a requested Tipping Fee Adjustment unless the Council finds that adequate supporting information has not been submitted by the Company. The Council's discretion in this respect shall not be limited or otherwise affected by the fact that City staff may have deemed complete the information submitted by the Company. The City shall afford the Company a reasonable opportunity to supplement the information provided with the request in the event the City staff or the Council determines that it is not complete.

Prior to any approval of a Discretionary Adjustment, the City may submit the proposed increase for such approval by the ratepayers as required by State law, provided, however, that the City shall not combine such submittal to the ratepayers with any other submission. Upon receipt of such approval, or after determination that a majority protest by ratepayers has not occurred which would defeat any such modification of rates, the City may consider the rate adjustment. In addition, the City shall have no obligation to grant a Discretionary Adjustment if written protests against the proposed Discretionary Adjustment are received from Owners of a majority of the affected parcels, pursuant to Section 6(a) of Article 13D of the California Constitution, if such provisions are applicable to the Discretionary Adjustment. The Company shall pay for the City's reasonable out-of-pocket costs incurred in submitting such proposed increase for approval as required by such provision and may include the payment in its request for a Discretionary Adjustment.

- 7.3.5 Effective Date of CPI Adjustments and Tipping Fee Adjustments. The CPI Adjustment and (if approved) the Tipping Fee Adjustment shall go into effect on January 1st. If the CPI Adjustment or Tipping Fee Adjustment is not approved and effective by January 1st, or if the City approves a Tipping Fee Adjustment less than that sought by the Company (except as provided above), the Company may submit the matter to dispute resolution as provided in Section 13, provided that the dispute resolution process shall recognize and take into consideration the Council's ability to reject in whole or in part a Tipping Fee Adjustment for which adequate supporting information has not been submitted by the Company. If approved, a Tipping Fee Adjustment shall include payment for time periods from the effective date of an increase in the Tipping Fees. The City may, in its reasonable discretion, make the Tipping Fee Adjustment by: (i) including payment therefore as part of a CPI Adjustment or Discretionary Adjustment, (ii) permitting the Company to charge a temporary surcharge, or (iii) such other method as is reasonably calculated to permit the Company to receive the full Tipping Fee Adjustment.

- 7.3.6 Effective Date of Discretionary Adjustments. The City Council may, in its sole discretion, select the effective date of any Discretionary Adjustment, including determining whether a Discretionary Adjustment shall have retroactive effect.
- 7.3.7 AB 939 Fee. The City may adjust the City Charges to cover increased costs of compliance with AB 939, in which case the Company will remit to the City a fee in the amount collected by the Company from its Customers pursuant to such increase.
- 7.3.8 Rate Floor. Notwithstanding anything in this section to the contrary, no Service Rate shall be decreased below the applicable rate set forth in ATTACHMENT 2 of the Prior Franchise.

7.4 DISPUTE RESOLUTION

In the event of a dispute regarding the annual CPI Adjustment or Tipping Fee Adjustment or the computation thereof, any dispute regarding Company's reimbursement for extraordinary costs, the dispute shall be submitted to the City Council for reasonable resolution. The Rates in effect at the time such dispute is referred to the City Council shall remain in effect pending resolution of such dispute by the City Council.

Any such Rate adjustment to which the Company may be entitled or that the Company may otherwise receive shall include payment for time periods from the effective date of an increase in Tipping Fees or, if the increase is not for an increase in Tipping Fees, the date on which the Company initiates its request for such Rate adjustment (the "Retroactive Adjustment"). The City may, in its reasonable discretion, make the Retroactive Adjustment by: (i) including payment therefor as part of the Rate adjustment, (ii) permitting the Company to charge a temporary surcharge, or (iii) such other method as is reasonably calculated to permit the Company to receive the full Retroactive Adjustment. If the Rate adjustment is not approved or if the City approves an adjustment less than that sought by the Company, the Company may submit the matter to dispute resolution as provided in Section 11.

8. INDEMNITY, INSURANCE

- 8.1 INDEMNIFICATION OF THE CITY. The Company agrees to and shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, volunteers, agents and assigns from and against any and all damages (whether special, general or punitive), loss, liability, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits (whether administrative or judicial), in law or in equity, of every kind and description (including, but not limited to, injury to and death of any person and damage to property, strict liability, product liability, or for contribution or indemnity claimed by third parties), arising or resulting from or in any way connected

with: (i) the operation of the Company, its agents, employees, affiliates and subcontractors, in performing or failing to perform this Agreement; (ii) the failure of the Company, its agents, employees, affiliates and subcontractors to comply in all respects with Applicable Laws, ordinances and regulations, and/or applicable permits and licenses; (iii) the acts of Company, its officers, employees, agents, affiliates and subcontractors in performing services under this Agreement for which strict liability is imposed by law; and (iv) the processing, marketing, and end use of Recyclable Materials. The foregoing indemnity shall apply only to the extent such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is not caused by the negligence of the indemnities.

- 8.2 AB 939. To the extent permitted by Public Resources Code Section 40059.1, and to the extent noncompliance is caused by the Company's breach of or noncompliance with a provision of this Agreement, the Company agrees to protect and defend the City, with counsel selected by the City, and to indemnify and hold harmless the City from and against all fines or penalties imposed by the State of California if the waste diversion goals specified in the California Public Resources Code are not met by the City with respect to the Solid Waste collected by the Company under this Agreement. If, following written demand by the City, the Company fails to indemnify the City from and against such fines or penalties, the City may make a claim against the bond established pursuant to Section 8.5 for amounts owed by the Company pursuant to this Section 8.2, and the Company shall replenish the bond so that the principal amount is restored to \$300,000.
- 8.3 HAZARDOUS SUBSTANCES INDEMNIFICATION. The Company shall indemnify, defend with counsel acceptable to the City, protect and hold harmless the City, its officers, officials, employees, agents, assigns and any successor or successors to the City's interest from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, response mediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and attorney and expert fees for the adverse party and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the forgoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the City or its officers, officials, employees, or agents arising from or attributable to the negligence or willful misconduct of Contractor in handling Hazardous Waste either knowingly or under circumstances in which a reasonable person would or should have known that Hazardous Waste was being handled. The foregoing indemnity is also intended to operate as an Agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code Section 25364, to defend, insure, protect, hold harmless and indemnify the City from liability.
- 8.4 INSURANCE SCOPE AND LIMITS. The Company shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to

property which may arise from or in connection with the performance of the work hereunder by the Company, its agents, representatives, employees or subcommands. With respect to General Liability, Errors & Omissions and Pollution and/or Environmental Impairment Liability coverage shall be maintained for a minimum of five (5) years after the latter of the expiration or termination of the Agreement and any amendment or extension, which continuing coverage may be maintained through continuous policy renewals. The maintenance of claims made against any insurance required of the Company shall not be considered a waiver by City of any claim or liabilities it may have against the Company.

8.4.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

- 1) Insurance Services Office form number GO 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GO 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“Occurrence” form CG 0001.) or substantially equivalent coverage.
- 2) Insurance Services Office form number CA 0001 (Ed. 1/78), covering Automobile Liability, code 1 (any auto) and endorsement CA 0025 or equivalent.
- 3) Worker’s Compensation Insurance as required by the State of California and Employer’s Liability Insurance.
- 4) Pollution and/or Environmental Impairment Liability and/or Errors & Omissions.

8.4.2 Minimum Limits of Insurance. The Company shall maintain limits no less than:

- 1) General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Worker’s Compensation and Employer’s Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury or disease, \$1,000,000 each employee bodily injury by disease.
- 4) Pollution and/or Environmental Impairment Liability and/or Errors and Omissions: \$3,000,000 each occurrence 10,000,000 policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available, without involvement of the City, automatically broaden in its form of coverage to include legislated changes in the definition of waste materials and/or irritants, contaminants or pollutants. The policy shall

stipulate this insurance is primary and no other insurance carried by the City will be called upon to contribute to a loss suffered by the Company hereunder and waive subrogation against the City and other additional insureds.

8.4.3 Deductible and Self-Insured Retentions. The deductibles or self-insured retentions for the General Liability and Automobile Liability policies are \$0 and for the Pollution Liability policy are \$5 million, which are for the account of the Company, shall be the sole responsibility of the Company and shall be maintained at that level by the Company during the term of this Agreement.

8.4.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- 1) Automobile liability and general liability: The City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Company; and with respect to liability arising out of work or operations performed by or on behalf of the Company, including materials, parts or equipment furnished in connection with such work or operations.
- 2) The Company's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers, but only with respect to liabilities arising out of the services provided by the Company under this Agreement. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Company's insurance and shall not contribute with it.
- 3) Each insurance policy required by this clause shall be occurrence- based, or an alternate form as approved by the City and shall be endorsed to state that coverage shall not be canceled by the insurance company except after thirty (30) days prior written notice has been given to the City. Pollution coverage may be claims made.
- 4) The Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurance company's liability.
- 5) The Automobile Liability policy shall be endorsed to add the Motor Carrier Act endorsement (MCS-90) and/or other endorsements required by federal or state authorities or substantially equivalent coverage.
- 6) Worker's Compensation and Employers Liability Coverage. The insurance company shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Grantee for the City.
- 7) All Coverages. Each insurance policy required by this clause shall be

occurrence-based or an alternate form as approved by the City and endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Pollution coverage may be claims made.

- 8.4.5 Acceptability of Insurance Company. Insurance is to be placed with insurance companies with a current A.M. Best's rating of no less than A: VII if admitted. If pollution and/or Environmental Impairment and/or errors and omissions coverages are not available from an "Admitted" insurer, a Non-Admitted insurance company may write the coverage with the City's permission. A Non-Admitted company shall be an A.M. Best's rating of A: X or higher.
- 8.4.6 Verification of Coverage. The Company shall furnish the City with endorsements effecting coverage required by this clause or certificates evidencing such coverage. The endorsements or certificates are to be signed by a person authorized by that insurance company to bind coverage on its behalf. All endorsements or certificates are to be received and approved by the City before work commences.
- 8.4.7 Subcontractors. The Company shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 8.4.8 Other Provisions. 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 officers, officials, agents, employees and volunteers. The City, its officers, officials, agents, employees and volunteers shall be named as additional insured's on all policies.
- 8.5 FAITHFUL PERFORMANCE BOND. Within thirty (30) days of execution of this Agreement, the Company shall file with the City a bond, payable to the City, in a form acceptable to the City, securing the Company's faithful performance of each and every one of its obligations under this Agreement. The performance bond shall become ATTACHMENT 5 to this Agreement. The principal sum of the bond shall be \$300,000. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the City. The bond shall be in a form specified by the City Representative. Alternatively, the Company may deposit a letter of credit or open a certificate of deposit in the name of the City to be held to secure this faithful performance. The performance bond shall remain in force for the duration of this Agreement. The Company shall pay the premium for the bond. If, following written demand by the City, the Company fails to pay amounts owed by the Company to the City pursuant to this Agreement, the City may make a claim

against the bond established pursuant to this Section 8.5 for such amounts, and the Company shall replenish the bond so that the principal amount is restored to \$300,000.

8.6 **REVOCATION OF PREVIOUS AGREEMENTS.** This Agreement, rather than any preceding Agreements between the City and the Company, shall govern with respect to the Company and City rights, duties and obligations relating to this Franchise. Upon execution of this Agreement, all previous Agreements shall terminate and be of no further force and effect except with respect to covenants therein for acts and omissions occurring prior to the date of termination.

8.7 **COMPLIANCE WITH LAW AND CITY ORDINANCE.** Company agrees that it will comply with all Applicable Law and those provisions of the Woodland Municipal Code which are applicable to the work or business in which it is herein franchised, and with any and all amendments to such applicable provisions during the term hereof, but only to the extent they are not inconsistent with or do not conflict with the terms and conditions of this Agreement without regard to this Section 8.7.

9. **BREACH, DEFAULT AND REMEDIES**

9.1 **LIQUIDATED DAMAGES**

In the event that the Company fails to perform reasonably any of the Company's obligations under this Agreement, other than due to an Uncontrollable Circumstance, the Company shall be in breach of this Agreement. The Parties recognize that if the Company fails in such performance, the City and residents of the City will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the City and residents will suffer. Therefore, without prejudice to the City's right to treat uncorrected non-performance as an event of default, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages, provided, however, that the City may not assert a claim for both actual damages and liquidated damages with respect to same act or omission. Upon delivery of written notice to the Company, the City may impose liquidated damages upon the Company, in addition to any other available remedies the City may have as outlined in ATTACHMENT 6.

The City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative, or by investigation of Customer complaints.

Prior to assessing liquidated damages, the City shall give the Company notice of its intention to do so. The notice shall include a brief description of the incident or non-performance. The Company may review (and copy at its own expense) all information in the possession of the City relating to the incident or non-performance. The Company

may, within ten (10) days after receiving the notice, request a meeting with the City. If a meeting is requested, the City Representative or his/her designee shall hold it. The Company may present evidence in writing and through testimony of its employees and others relevant to the incident or non-performance. The City Representative or designee shall provide the Company with a written explanation of his or her determination on each incident or non-performance prior to authorizing the assessment of liquidated damages. The assessment of liquidated damages issued by the City shall appear on the next monthly statement and the Company shall, at its own expense, remit to the City damages specified in said assessment as part of the Monthly Remittance.

9.2 **EVENTS OF DEFAULT.** Each of the following, if material, shall constitute an event of default (“Event of Default”) hereunder, in each case subject to any applicable cure rights, including without limitation the cure rights provided in the final paragraph of this Section 9.2:

9.2.1 **Failure to Correct Breach.** The Company fails to correct any breach within the applicable Cure Period (as defined below).

9.2.2 **Misrepresentation.** The Company makes a material misrepresentation to the City in this Agreement or in the statements or materials submitted to the City by the Company in connection with this Agreement as of the time the representation or disclosure is made.

9.2.3 **Result of Performance Review.** The Company makes any material breach of this Agreement as determined in a Performance Review conducted pursuant to and subject to the provisions of Section 10, which breach is not cured during the applicable Cure Period.

9.2.4 **Seizure or Attachment of Equipment.** There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of the Company, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to impair the Company’s ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and the City approved holidays.

9.2.5 **Company Bankruptcy.** The Company files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to the Company or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of the Company for a part of the Company’s

operating assets or any substantial part of the Company's property, or shall make any general assignment for the benefit of the Company's creditors, or shall fail generally to pay the Company's debts as they become due.

- 9.2.6 Court Order or Decree. Any court having jurisdiction enters a decree or order for relief in respect of the Company, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or the Company consents to or fails to oppose any such proceeding, or any such court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Company or for any part of the Company's operating equipment or assets, or order the winding up or liquidation of the affairs of the Company.
- 9.2.7 Failure to Provide Performance Assurances. The Company fails to provide commercially reasonable assurances of performance as required under Section 9.7 or fails to maintain the Faithful Performance Bond as specified in Section 8.5.
- 9.2.8 Failure to Notify City. The Company fails to notify the City in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating Solid Waste, Recyclables, and Organic Waste Collection, Transport, Processing, or Disposal activities, including, but not limited to, California Department of Resources Recycling and Recovery, Yolo County, the Yolo-Solano Air Quality Management District, and the Central Valley Regional Water Quality Control Board.
- 9.2.9 Lapse of Financial Requirement. There is a lapse of any insurance or bond required under this Agreement.
- 9.2.10 Regulatory Violation. The Company violates any orders or filings of any regulatory body having jurisdiction over Company relative to this Agreement, provided the Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred.
- 9.2.11 Cessation of Services. The Company ceases to provide Collection, Transportation, Processing, or Recycling Services as required under this Agreement for a period of two (2) consecutive days or more, for any reason within the control of Company, subject to the provisions of Section 9.6.
- 9.2.12 Failure to Meet Payment or Reporting Requirements. The Company fails to make any payment required under this Agreement and/or refuses to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement.

- 9.2.13 Unremedied Acts or Omissions. The Company commits any act or omission which violates the terms, conditions, or requirements of this Agreement, AB 939 or any Applicable Laws and which is not corrected or remedied within the time set in the written notice of the violation or, if the Company cannot reasonably correct or remedy the breach within the time set forth in such notice, the Company should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- 9.2.14 Cure Rights. Notwithstanding any other provision of this Section 9 to the contrary, the City shall provide the Company with reasonable notice of and a reasonable opportunity to cure any breach of this Agreement during the time periods set forth below (the “Cure Period”). Any breach that is timely cured by Company shall not be determined to constitute an Event of Default. The Company shall begin cure of any breach or default as soon as it becomes aware of the breach or default, whether discovered by the Company or through notice from the City. Upon becoming cognizant of the default, the Company shall proceed to cure such default as follows:
- 1) Immediately, if the default is such that in the determination of the City, the health, safety, or welfare of the public is endangered thereby; or
 - 2) Within thirty (30) days of giving or receiving notice of default, provided that if the nature of the default is such that it will reasonably require more than thirty (30) days to cure, the Company shall have such additional time as is reasonably needed to expeditiously complete a cure. During any default cure period, the Company shall provide the City weekly written status of progress in curing such default.
- 9.3 **RIGHT TO TERMINATE UPON DEFAULT**. Upon an Event of Default by the Company, the City shall have the right to terminate this Agreement, subject to review as provided in Section 11.
- 9.4 **POSSESSION OF PROPERTY UPON TERMINATION**. In the event of termination for default, the City shall have the right to take possession of any and all of the Company’s land, equipment, records relating to provision of services including, but not limited to, Customer lists and route maps, and other property used or useful in the Collection, Processing, and Transport of Solid Waste, Recyclables, or Organic Waste in the provision of Services under this Agreement, and the billing and collection of fees for these Services and to use such property. The City shall pay reasonable compensation to the Company for the temporary use of such land, equipment, and other property. The City shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of Solid Waste, Recyclables, or Organic Waste Services that

may include the award of an Agreement to another waste hauling company. The Company shall furnish the City with immediate access to all of its business records related to its route maps, schedules, and billing of accounts for Services. The City's right to take possession of such portion of Company's land, equipment, and other property shall continue only for the period of time necessary to make alternative arrangements for the Collection, Transport and Disposal of Solid Waste, Recyclable Materials or Organic Waste, which period shall not exceed a maximum of ninety (90) days.

- 9.5 CUMULATIVE SPECIFIC PERFORMANCE. The City's right to terminate the Agreement under Section 9.3 and to take possession of the Company's properties under Section 9.4 is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other non-duplicative legal and equitable rights and remedies which the City may have under law or as otherwise provided in this Agreement. By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service, the lead time required to effect alternative service, and the rights granted by the City to the Company, the remedy of damages for a breach hereof by the Company is inadequate and the City shall be entitled to injunctive relief.

9.6 EXCUSE FROM PERFORMANCE

- 9.6.1 Excuse from Performance. The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by Uncontrollable Circumstances beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lawfully conducted by the Company's employees or lawfully directed at the Company, or a subsidiary, shall not constitute an excuse from continuing to provide a reasonably satisfactory level of performance during the pendency thereof, but the Company shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, collection times or similar matters; provided, however, that: (i) in no event shall more than nine (9) days elapse between pickups for Residential Customers, (ii) pickup delays for Commercial Customers shall not exceed one (1) day, and (iii) all Customers shall receive at least 24 hours' notice of deviations from collection routes or times. The terms of this paragraph shall not excuse the Company's compliance with its obligations under applicable law, but the City will not claim or assert that the Company is in breach of this Agreement with respect to such labor unrest so long as it complies with the requirements of this paragraph.
- 9.6.2 Inexcuse from Performance. None of the following shall be considered an excuse from performance: (a) general economic conditions, interest or inflation rates, or currency fluctuation or changes in the cost of fuel, commodities, supplies or

equipment; (b) changes in the financial condition of the Company or any of its subsidiaries or subcontractors affecting their ability to perform their obligations; (c) the consequences of errors, neglect or omissions by the Company or any subcontractors; (d) any failure or inability of the Company or of any subcontractors or supplier to furnish labor, materials, service or equipment for any reason; (e) equipment failure; or (f) changes in market prices for, or the unavailability of markets for, the sale or purchase of Recyclable Materials or Organic Waste.

9.6.3 Notice. The Party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other Party notice of the facts constituting such cause, efforts undertaken by the Company to attempt to perform this Agreement, the estimated timelines for such performance, and asserting its claim to excuse under this Section 9.6, provided, that failure to give such notice shall not eliminate the excuse from performance except to the extent the other Party shall have been prejudiced by such failure.

9.6.4 Waiver of Damages. In the event that either party duly and validly exercises its rights to termination and damages under this Agreement, the parties hereby waive any claim against each other for any damages sustained thereby, except for any due and valid counterclaims or other claims on account of any breach of this Agreement.

9.7 **RIGHT TO DEMAND ASSURANCES OF PERFORMANCE.** If the Company is: (i) the subject of any labor unrest including work stoppage or slow down, sickout, picketing or other concerted job action; (ii) appears in the reasonable judgment of the City to be unable to regularly pay its bills as they become due; or (iii) is the subject of a civil or criminal investigation, charge, judgment or order entered by a federal, state, regional or local agency for violation of a law relating to performance under this Agreement, and the Council believes in good faith that the Company's ability to perform under the Agreement has thereby been placed in substantial jeopardy, the City may, at its option and in addition to all other remedies it may have, demand from the Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the Council believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement.

9.8 THE CITY'S RIGHT TO PERFORM UPON DEFAULT

9.8.1 City's Right to Perform. In addition to any and all other legal or equitable remedies, in the event that the Company, for any reason whatsoever, fails, refuses or is unable to perform any Franchise Service at the time and in the manner provided in this Agreement, for a period of more than seventy-two (72) hours, and if, as a result thereof, should Solid Waste, Recyclable Materials, or Organic Waste

accumulate in City to such an extent, in such a manner, or for such a time that such failure, refusal or inability persists and the City Representative should find that such accumulation endangers or menaces the environment, public health, safety or welfare, then the City shall have the right, but not the obligation, without payment to the Company upon twenty-four (24) hours prior notice to the Company to do either one or both of the following at Company's sole expense: (i) cause to be performed such services with other personnel without liability to the Company; (ii) take possession of any or all of the Company's land, equipment and other property used or useful in providing one or more of the Franchise Services and to provide one or more of the Franchise Services.

9.8.2 Notice. Notice of the Company's failure, refusal or neglect to perform one or more Franchise Services may be given orally by telephone to the Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to the Company within twenty-four (24) hours of the oral notification.

9.8.3 Company's Cooperation. The Company further agrees that in such event:

- 1) It shall fully cooperate with the City to affect the transfer of possession of property to the City for the City's use.
- 2) It shall, if the City so requests and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

9.8.4 Not a Taking by the City. The City's exercise of its contractual rights under this Agreement: (i) does not constitute a taking of private property for which compensation must be paid; (ii) shall not create any liability on the part of the City to the Company; and (iii) does not exempt the Company from the indemnity provisions of Sections 8.1, 8.2, and 8.3, which are meant to extend to circumstances arising under this Section to the extent the circumstances are the result of the Company's acts or omissions.

9.8.5 Limited Possession of Company's Property. The City's right to so perform services otherwise required of Company hereunder and to so take possession of such portion of Company's land, equipment and other property shall continue only for the period of time during which Company fails, refuses or is unable to collect, transport and dispose of Solid Waste, Recyclable Materials, or Organic Waste which it is required by this Agreement to so collect, transport and dispose, and shall cease at such time as Company is ready and able to perform its obligations hereunder. To the extent caused by the Company's failure, refusal or

inability to perform any Franchise Service as provided in Section 9.8.1, the City's costs of and damages related to operating such equipment, land, and other property or retaining the services of an alternative service provider, as reduced by any revenues received or savings realized by the City from such operations and City's or the alternative service provider's performance of the Services, may be an element of the City's damages claim against the Company to the extent otherwise permitted by this Agreement and subject to the Company's indemnification obligations under Section 8.1 of this Agreement.

10. PERFORMANCE REVIEW

The City may require one "Performance Review" of the Company during the remainder of the term of this Agreement, but without waiving any other rights the City may have to monitor and review the Company's performance under this Agreement. The City shall give the Company notice of its intent to conduct the "Performance Review" not later than 30 days prior to the start of the Performance Review. The Performance Review shall be conducted as set forth below.

10.1 Scope of Performance Review. The Performance Review shall:

- 10.1.1 Be performed by a qualified firm under contract to the City. The City shall select the qualified firm with input from the Company.
- 10.1.2 Be limited to matters reasonably related to the Company's performance of its obligations under the Agreement.
- 10.1.3 Be conducted in a manner that ensures the confidentiality of the Company's trade secrets including, without limitation, financial information.
- 10.1.4 Be conducted in consultation with the Company and in a manner that does not unduly interfere with the Company's operations or business activities.
- 10.1.5 Subject to the foregoing, address all appropriate areas which may include, but are not limited to the following areas, and shall provide specific recommendations, as appropriate, for improvement in each area, namely (in each case only to the extent relating to the performance of the Company's obligations under the Agreement):
 - 1) Compliance with the terms of this Agreement and Applicable Laws.
 - 2) Overall organizational structure and management systems and procedures.
 - 3) Efficiency of collection operations, including an analysis of routes, schedules and the impact of Franchise requirements.
 - 4) Staffing practices, including the deployment of management and supervisory personnel.

- 5) Financial management practices, including the Company's billing and collection system and its policies with regard to uncollected Customer accounts.
- 6) Employee job and safety training, and management of Hazardous Waste.
- 7) Procedures for receiving and resolving Customer complaints and concerns.
- 8) Procedures for the maintenance, safety check, and replacement of equipment.
- 9) Utilization, safety, and suitability of facilities, equipment, and personnel.
- 10) Comparison with practices of businesses deemed similar to the Company with respect to operations similar to those required by the Agreement for jurisdictions similar to the City. The Company shall supply adequate information on operations for other jurisdictions that it deems comparable including, but not limited to, for each category of Service Rates charged, number of customers, annual revenues line item costs and profit.

Upon receipt of City's notice of intent to conduct a Performance Review permitted during the term of this Agreement and prior to the start of the Performance Review, the Company shall immediately pay to the City's Solid Waste Fund \$50,000 to be expended for purposes as determined by the City in its discretion. This payment is in lieu of any obligation of the Company to pay any and all of the City's costs in connection with the Performance Review or any liability of the Company for such costs. The Company shall have no obligation to make any payment with respect to any other Performance Review.

The Company shall cooperate fully with the Performance Review, and provide within thirty (30) days of request, all operational, financial and other information reasonably necessary for purposes of conducting the Performance Review. If the City concludes that the Company has unreasonably failed to cooperate or provide reasonably necessary information, then the City and the Company shall meet and confer in good faith in an effort to agree on a resolution of the dispute. If the parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the City shall have the right to terminate this Agreement if: 1) following the ten-day meeting period above, the City shall have given written notice to the Company specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of the Company, and 2) the Company fails to correct such default or fails to take reasonable steps to commence to correct the same within ten (10) days from the date of the notice given by the City and the Company thereafter fails to diligently continue to take reasonable steps to correct such default.

- 10.2 Changes to Operations. In conjunction with the review of a particular Performance Review, the City reserves the right to require changes to the Company's operations to the

extent not in compliance with the requirements of the Agreement, or to modify the Company's Service Fees pursuant to Sections 7.3 and 7.4, but not to a level that would reduce Company's after-tax profit rate below the rate for calendar year 2010 as reported in the Company's reviewed financial statements for its Woodland operations and measure consistently therewith.

- 10.3 Determination of Default. If, after the City has reviewed the results of a particular Performance Review, including problem areas, frequency of occurrence, recommended improvements and compliance therewith, and has considered any evidence presented by the Company in connection therewith, the City determines that the Company is in material breach of this Agreement and that the Company's performance has denied the City the practical realization of the principal benefits contemplated by the Agreement, then the City and the Company shall meet and confer in good faith in an effort to agree on a resolution of the performance issues. If the parties are unable to agree on the informal resolution or cure of the performance issues within ten (10) business days, the City shall have the right to terminate this Agreement, subject to the provisions of Sections 9.2 and 9.3, if:

10.3.1 Following the ten-day meeting period above, the City shall have given written notice to the Company specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of the Company, and

10.3.2 The Company fails to correct such default or fails to take reasonable steps to commence to correct the same within ten (10) days from the date of the notice given by the City and the Company thereafter fails to diligently continue to take reasonable steps to correct such default.

11. DISPUTE RESOLUTION

- 11.1 REFERENCE OF DISPUTE. Except as provided in Section 7.4, any dispute seeking damages and any dispute seeking other legal or equitable relief, including but not limited to specific enforcement of any provision hereof, shall be heard and determined as provided below in this Section 11.

11.2 DISPUTE RESOLUTION PROCEDURES.

11.2.1 Negotiations. In the event that any dispute may arise, the Parties shall first seek to resolve any disputes by negotiations between a senior executive of the Company and the City Manager (the "Senior Executives").

11.2.2 Notification. When a party believes there is a dispute relating to the Agreement, the Party will give the other Party written notice of the dispute.

- 11.2.3 Meeting among Senior Executives. The Senior Executives shall meet at a mutually acceptable time and place within thirty (30) days after the date of the notice to exchange relevant information and to attempt to resolve the dispute. If a Senior Executive intends to be accompanied at a meeting by an attorney, the other party's Senior Executive shall be given at least three (3) business days' notice of such intention and may also be accompanied by an attorney.
- 11.2.4 Confidentiality. All negotiations are confidential and shall be treated as compromise and settlement negotiations under the State of California Rules of Evidence.
- 11.2.5 City Council. If the dispute has not been resolved within thirty (30) days after the date of the notice of a dispute, or if the party receiving such notice fails or refuses to meet within such time period, either party may submit the dispute to the Council for resolution by making written request to the Council within forty-five (45) days after the date of notice of a dispute. The Council shall consider the dispute at a meeting to be held within thirty (30) days following receipt of such request.
- 11.2.6 Litigation. If a dispute has not been resolved to the satisfaction of the parties within sixty (60) days after the written submission to the Council, then either party may initiate litigation in the courts of the State of California, which shall have exclusive jurisdiction over such disputes. The exclusive venue for such disputes shall be Yolo County.
- 11.3 INTERIM MEASURES. Notwithstanding the requirements for alternative dispute resolution procedures (such as negotiation and submission to the Council), either Party may apply to the courts of the State of California for equitable relief, including temporary restraining orders, injunctions, attachments and conservation orders in appropriate circumstances.
- 11.4 COSTS AND ATTORNEY'S FEES. In the event of any action or litigation to enforce this Agreement, for interpretation or construction of this Agreement, or on account of any default under or breach of this Agreement, the non-prevailing party to such action, arbitration or litigation covenants and agrees to pay to the prevailing Party therein, in addition to all other relief, all costs and expenses, expressly including, but not limited to, reasonable attorneys' fees incurred by such prevailing party in connection with such action or litigation, including, but not limited to, any appeal thereof, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment rendered in such action or litigation.
- 11.5 PUNITIVE DAMAGES. Penal, punitive, treble, multiple, consequential, incidental or similar damages may not be recovered or awarded.

12. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that the Company shall have the exclusive control over the details of the services and work performed hereunder and all persons performing the same; that the Company shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any; and that nothing herein shall be construed as creating a partnership or joint venture between the City and the Company. Neither the Company nor its officers, employees, agents or subcontractors shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefits which accrue to City employees.

13. DRIVING SURFACE DAMAGE

The Company is responsible for damage to driving surfaces where Carts, Bins, Debris Boxes, or Compactors serviced by the Company are located on public or private property, other than ordinary wear and tear, when the City or a Customer can demonstrate that the damage is the result of vehicles exceeding the maximum weight limits allowed by Applicable Law or the Company's negligent operation of vehicles. The Company shall provide to the City or any Customer upon request such records as the Company possesses concerning weight limits and loaded weights of the Company's vehicles.

14. RIGHT OF ENTRY

To the extent that the City possesses the authority to grant such right, the Company shall have the right, until receipt of written notice revoking permission to pass is delivered to the Company, to enter or drive on any private street, court, place, easement or other private property for the purpose of Collecting or Transporting Solid Waste for the Owner of the private street, easement, or property, or his/her lawful occupant.

15. LAW TO GOVERN

It is understood and agreed by the Parties hereto that the laws of the State of California shall govern the rights, obligation, duties, and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement.

16. FEES AND GRATUITIES

The Company shall not, nor shall it permit any agent, employee or subcontractor employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of materials otherwise required to be collected

under this Agreement, other than acceptance by drivers of holiday gifts offered by customers of a reasonable value.

17. AMENDMENT

Except for rate adjustments made pursuant to Section 7.3, this Agreement may be amended or modified only by a written agreement duly authorized and executed by both the City and the Company. City and Company understand and agree that this Agreement supersedes the Prior Franchise, which shall be of no further force or effect.

18. ASSIGNMENT

“Assignment” means: (i) a sale, exchange or other transfer of this Agreement, the Company’s rights hereunder, or substantially all of the Company’s assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of the Company; (iii) any reorganization, consolidation, merger re-capitalization, stock issuance or re-issuance, voting trust, pooling Agreement, escrow arrangement, liquidation or other transaction to which the Company or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of the Company; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, provided that the effect of such occurrence is to change control of the Company or responsibility for this Agreement to an entity that is not controlled by Company’s ultimate parent entity (as defined on the Effective Date of this Agreement in 16 CFR § 801.1(a)(3)). For purposes of this Section, the term “proposed assignee” shall refer to the proposed assignee(s) or other successor(s) in interest pursuant to the assignment. If the Company is a subsidiary of another corporation or business entity, any “Assignment,” as defined above, by the parent company or corporation shall be considered an Assignment by the Company, provided, however, that no such occurrence shall constitute an “Assignment” if, following such occurrence, the surviving ultimate parent entity is owned by a large, fluid aggregation of shareholders where no shareholder owns more than ten percent (10%) of the voting securities of the surviving ultimate parent entity (excluding, however, any such shareholder that prior to such transaction owned 10% or more of the voting securities of the ultimate parent entity of Company).

Notwithstanding any other provision of this Section 18, reorganizations, mergers, consolidations, sales of equity or assets or similar transactions between or among entities owned by the same ultimate parent, including but not limited to the Company and regardless of which entity is the survivor, do not constitute an Assignment.

The Company acknowledges that this Agreement involves rendering a vital service to the City’s residents and businesses, and that the City has relied upon the Company’s

representation of its experience and financial resources in qualifying the Company to perform the services under this Agreement. Except as provided in this Section, the Company shall not make an Assignment to any other person or entity without the prior written consent of the City. Any such Assignment without the consent of the City shall be void and the attempted Assignment shall constitute a material breach of this Agreement. Under no circumstances shall the City be required to consider any proposed Assignment if the Company has committed an Event of Default at any time during the period of consideration. The sole standard for the City's consent to any Assignment shall be whether the Company (or, if applicable, a new entity succeeding to the rights, duties and obligations of Company under this Agreement), after the Assignment, has sufficient financial and operational capability to adequately and faithfully render the services called for in this Agreement for the remaining term of the Agreement. In no event shall the City's consent be withheld on the basis of personal taste, convenience or sensibility or because of City's desire for better or different commercial terms than those contained in this Agreement.

If the Company requests the City's consideration of and consent to an Assignment, the City may deny or approve such request as provided in this Section 18. The City need consider no request by the Company for consent to an Assignment unless and until the Company has met the following requirements:

- 1) The Company shall pay the City its reasonable expenses for attorney's fees and investigation costs to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such Assignment.
- 2) The Company shall furnish the City with audited financial statements of the proposed assignee's operations for the immediately preceding five (5) operating years.
- 3) The Company shall furnish the City with satisfactory proof that the proposed assignee has the demonstrated technical and financial capability to perform all Franchise Services, including:
 - a) That the proposed assignee has at least 10 years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Company under this Agreement.
 - b) In the last five (5) years, the proposed assignee has not received any citations or other censure from any State, federal or local laws and the assignee has provided City with a complete list of such citations and censures.

- c) The proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion.
 - d) The proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the collection and Disposal of Solid Waste, including Hazardous Wastes.
 - e) The assignee's office that serves as the location for managing the City's Franchise Services is within 100 miles of the City, as determined by estimating the distance on a map by drawing a straight line between the City Hall and the assignee's office. The assignee has a Customer service and bill payment office within the City and at least one additional pay station in the City.
 - f) Assignee has experience in billing Customers for a city of comparable size to City of Woodland in which the company has provided residential and Commercial Service, and has successfully performed the billing and collection services for a minimum of five years for Residential and Commercial Customers.
 - g) Letters of credit, lines of credit, or other financial assurances that confirm the assignee's financial ability to perform the Agreement, and the City may require changes to the insurance coverages provided in this Agreement (including without limitation insurance products, coverage limits, deductibles and self-insured retentions) as appropriate in view of the assignee's financial capability and to confirm the assignee's financial ability to perform all Franchise Services and its other responsibilities under this Agreement.
 - h) Any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
- 4) Any application for an Assignment shall be governed by the following conditions:
- a) Any application for an Assignment shall be made in a manner prescribed by the City Representative. The application shall include an Assignment fee in an amount to be set by resolution of the Council to cover the cost of all direct and indirect administrative expenses including consultants and attorneys, necessary to adequately analyze the application, a reasonable share of any fees or payments paid to

Company by the entity seeking to take over this Agreement, and to reimburse the City for all direct and indirect expenses. In addition, the Company shall reimburse the City for any and all additional costs related to the Assignment requested and not covered by the Assignment fee. Bills shall be supported with evidence of the expense or cost incurred. The applicant shall pay such bills within (30) days of receipt.

- b) The Assignment fees are over and above any Franchise Fees specified in the Agreement.

If the City consents to an Assignment at the point of transition, the Company shall cooperate with the City and subsequent contractor(s) or subcontractors to assist in an orderly transition which shall include the Company providing route lists and billing information. If any entity succeeds to the rights, duties and obligations of the Company under this Agreement in conformity with the terms of this Section 18 (including with the City's consent, where required), such new entity shall assume all of the rights, duties and obligations of the Company under this Agreement arising following the Assignment and the City shall release the Company of all obligation and liability under this Agreement arising subsequent to the date of the Assignment.

The Company shall not delegate or subcontract its obligations under this Agreement to any other person or entity without the prior written consent of the City, other than a delegation or subcontract to an affiliate of the Company.

19. NOTICES

All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other (other than those that the context makes clear are to be delivered to the City Representative or the Company Representative), shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective party as follows:

To City:	City of Woodland 300 First Street Woodland, CA 95695 Attention: City Manager
With Copies to:	Best Best & Krieger, LLP 500 Capitol Mall, Suite 1700 Sacramento, CA 95814

	Attention: Kara Ueda, Esq.
	City of Woodland 655 N. Pioneer Avenue Woodland, CA 95776 Attention: Public Works Director
	City of Woodland 42929 County Road 24 Woodland, CA 95776 Attention: Environmental Sustainability Manager
To COMPANY:	Waste Management of Woodland 1324 Paddock Place Woodland, CA 95776 Attention: District Manager
Copy to:	USA Waste of California, Inc. 1333 E. Turner Road Lodi, CA 95240 Attention: Public Sector Manager

or to such address as either party may from time to time designate by notice to the other given in accordance with this Section. Such notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the mail.

20. **SEVERABILITY**

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

21. **GOOD FAITH AND EXERCISE OF OPTIONS**

Parties will exercise of any approval, disapproval, consent, option, discretion, election, opinion or choice under this Agreement, make a requirement under this Agreement or interpret this Agreement (“Discretionary Action”) reasonably. Parties will exercise their rights and remedies in good faith in accordance with Applicable Law. Any referee, court or other decision-maker must find the party’s exercise to be reasonable. The terms and conditions in this paragraph 21 shall not limit the City’s discretion with respect to its

consideration of or decision to grant or not to grant a request for a Discretionary Adjustment pursuant to Section 7.3.3.

22. **EXECUTION OF AGREEMENT**

Notwithstanding any provision of this Agreement, rule of construction, or presumption of law to the contrary, this Agreement shall be void and of no force and effect if an authorized representative of the Company has not executed the Agreement on the fifteenth (15th) calendar day after execution by the City's authorized representative.

ATTACHMENT 1. RECYCLABLES

Paper

Cardboard
Boxboard or chipboard (e.g., shoe boxes, tissue boxes, cereal boxes)
Newspaper
Magazines, catalogs, and glossy paper
Paper bags
Telephone books
Paper packaging or containers
Egg cartons
Junk mail
Phone books and soft cover books
Envelopes (labels or windows okay)
Office paper (all colors)
Shredded paper in clear bags

Plastic

All containers accepted (#1-7)
Bottles and jugs
All colors – lids/caps removed
Rinsed and empty
Tubs and containers (e.g., yogurt, margarine)
Plastic bags (stuff several bags inside each other)
Buckets and crates
Toys (e.g., plastic tricycles)
Clamshell trays and deli containers
Plant pots (no ceramic)
Laundry baskets

Glass

Bottles and jars (labels okay)
All colors, lids removed

Metal

Aluminum cans
Tin and steel cans
Clean aluminum pans and foil
Empty aerosol cans
Small scrap
Pots, pans, and utensils
Loose lids from jars

This definition may be amended from time to time by agreement of the parties. In no event shall “Recyclables” include Hazardous Waste.

ATTACHMENT 2. REFUSE, RECYCLING, GREEN WASTE AND SWEEPING RATES



**Waste Management of Woodland
City of Woodland
Residential Rate Adjustment Effective 1/1/17**

CPI % Change	1.06%	A
MSW Disposal Increase	1.63%	B1
Mixed Organics Increase %	43.38%	B2
MSW Disposal Capture	2.69%	C1
Organics Disposal Capture	44.44%	C2

	Current Monthly Rate Effective 1/1/2016	Previous Period Six Month Disposal Catch Up (7/1/15 through 12/31/15)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	One Time Six Month Disposal Catch Up (7/1/16 through 12/31/16)	New Monthly Rate w/ Disposal Catchup eff 1/1/2017
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	M=J+K
Garbage Rates									
35 Gallons	\$11.63	\$0.02	\$11.61	\$0.12	\$1.65	\$0.03	\$11.76	\$0.02	\$11.78
64 Gallons	\$13.53	\$0.04	\$13.49	\$0.14	\$3.30	\$0.05	\$13.68	\$0.04	\$13.72
96 Gallons	\$23.66	\$0.06	\$23.60	\$0.25	\$4.96	\$0.08	\$23.93	\$0.07	\$24.00
Extra bag pickup	\$2.21	\$0.00	\$2.21	\$0.02	\$0.31	\$0.01	\$2.24	\$0.00	\$2.24
Extra toter pickup	\$6.95	\$0.02	\$6.93	\$0.07	\$1.62	\$0.03	\$7.03	\$0.02	\$7.05

Low income (10% discount from base)									
35 Gallons	\$10.47								\$10.60
64 Gallons	\$12.18								\$12.35
96 Gallons	\$21.29								\$21.60

Green Waste / Street Sweeping									
Small Lot*	\$10.63	\$0.00	\$10.63	\$0.11	\$2.30	\$1.00	\$11.74	\$0.51	\$12.25
1-96 Gallon Toter	\$13.78	\$0.00	\$13.78	\$0.15	\$2.30	\$1.00	\$14.93	\$0.51	\$15.44
2-96 Gallon Toters	\$13.78	\$0.00	\$13.78	\$0.15	\$2.30	\$1.00	\$14.93	\$0.51	\$15.44
3-96 Gallon Toters	\$17.07	\$0.00	\$17.07	\$0.18	\$3.80	\$1.65	\$18.90	\$0.84	\$19.74
4-96 Gallon Toters	\$17.07	\$0.00	\$17.07	\$0.18	\$3.80	\$1.65	\$18.90	\$0.84	\$19.74
Each add'l toter after 4	\$3.35	\$0.00	\$3.35	\$0.04	\$1.50	\$0.65	\$4.04	\$0.33	\$4.37

*The Small Lot rate applies only to those customers who qualified for this rate before July 1, 2007, and who were grandfathered in under this rate. Current Small Lot rate customers who choose to have one cart will continue to pay the Small Lot rate (as annually adjusted) until the property is sold or unless they choose to have additional carts.

Street Sweeping (only)									
Residential/Condominium	\$4.36	\$0.00	\$4.36	\$0.05	\$0.00	\$0.00	\$4.41	\$0.00	\$4.41
Apartments/Mobile Home Parks (per unit)	\$2.36	\$0.00	\$2.36	\$0.03	\$0.00	\$0.00	\$2.39	\$0.00	\$2.39

Recycling									
Residential Curbside	\$1.56	\$0.00	\$1.56	\$0.02	\$0.00	\$0.00	\$1.58	\$0.00	\$1.58

Ancillary / Misc Fees									
Side Yard Assisted Service - medically justified	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Side Yard Assisted Service - no medical justification	\$5.72	\$0.00	\$5.72	\$0.06	\$0.00	\$0.00	\$5.78	\$0.00	\$5.78
State Mandated Charge - Per Household	\$0.70	\$0.00	\$0.70	\$0.00	\$0.00	\$0.00	\$0.70	\$0.00	\$0.70
Bulky Waste Pickup - per pickup (limited to 5 yards)	\$71.43	\$0.10	\$71.33	\$0.76	\$8.51	\$0.14	\$72.23	\$0.11	\$72.34
Cart Replacement Charge ¹									Market Rate
Late Charge									2.5% of balance, \$5.00 minimum
Insufficient Funds / Returned Check Fee									\$30.00

[1] Replacement is charged at the market rate. Does not apply to carts damaged as the result of normal wear and tear. One replacement cart is provided every 4 years for lost or stolen carts, and one replacement cart per year for graffiti-tagged carts.



**Waste Management of Woodland
City of Woodland
Commercial Rate Adjustment Effective 1/1/17**

CPI % Change	1.06%	A
MSW Disposal Increase	1.63%	B
MSW Disposal Capture	2.69%	C

	Current Monthly Rate Effective 1/1/2016	Previous Period Six Month Disposal Catch Up (7/1/15 through 12/31/15)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	One Time Six Month Disposal Catch Up (7/1/16 through 12/31/16)	New Monthly Rate w/ Disposal Catchup eff 1/1/2017
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=J+K
Trash Cart Rates									
1-64 Gallon Can	\$26.57	\$0.08	\$26.49	\$0.28	\$6.62	\$0.11	\$26.88	\$0.09	\$26.97
1-96 Gallon Can	\$33.58	\$0.12	\$33.46	\$0.35	\$9.93	\$0.16	\$33.97	\$0.13	\$34.10
Extra bag pickup	\$2.21	\$0.00	\$2.21	\$0.02	\$0.31	\$0.01	\$2.24	\$0.00	\$2.24
Extra toter pickup	\$6.95	\$0.02	\$6.93	\$0.07	\$1.62	\$0.03	\$7.03	\$0.02	\$7.05
Trash 1 Yard Bin									
1 x Week	\$68.89	\$0.09	\$68.80	\$0.73	\$7.37	\$0.12	\$69.65	\$0.10	\$69.75
2 x Week	\$113.15	\$0.17	\$112.98	\$1.20	\$14.72	\$0.24	\$114.42	\$0.20	\$114.62
Trash 1.5 Yard Bin									
1 x Week	\$86.48	\$0.13	\$86.35	\$0.92	\$11.05	\$0.18	\$87.45	\$0.15	\$87.60
2 x Week	\$146.06	\$0.26	\$145.80	\$1.55	\$22.09	\$0.36	\$147.71	\$0.30	\$148.01
3 x Week	\$205.12	\$0.39	\$204.73	\$2.17	\$33.14	\$0.54	\$207.44	\$0.45	\$207.89
Trash 2 Yard Bin									
1 x Week	\$104.64	\$0.17	\$104.47	\$1.11	\$14.72	\$0.24	\$105.82	\$0.20	\$106.02
2 x Week	\$177.07	\$0.35	\$176.72	\$1.87	\$29.45	\$0.48	\$179.07	\$0.40	\$179.47
3 x Week	\$249.54	\$0.52	\$249.02	\$2.64	\$44.17	\$0.72	\$252.38	\$0.59	\$252.97
4 x Week	\$321.95	\$0.70	\$321.25	\$3.41	\$58.91	\$0.96	\$325.62	\$0.79	\$326.41
5 x Week	\$394.43	\$0.87	\$393.56	\$4.17	\$73.62	\$1.20	\$398.93	\$0.99	\$399.92
6 x Week	\$466.40	\$1.05	\$465.35	\$4.93	\$88.36	\$1.44	\$471.72	\$1.19	\$472.91
Trash 3 Yard Bin									
1 x Week	\$134.37	\$0.26	\$134.11	\$1.42	\$22.09	\$0.36	\$135.89	\$0.30	\$136.19
2 x Week	\$234.57	\$0.52	\$234.05	\$2.48	\$44.17	\$0.72	\$237.25	\$0.59	\$237.84
3 x Week	\$334.59	\$0.78	\$333.81	\$3.54	\$66.27	\$1.08	\$338.43	\$0.89	\$339.32
4 x Week	\$411.18	\$1.05	\$410.13	\$4.35	\$88.36	\$1.44	\$415.92	\$1.19	\$417.11
5 x Week	\$534.87	\$1.31	\$533.56	\$5.66	\$110.47	\$1.80	\$541.02	\$1.49	\$542.51
6 x Week	\$635.09	\$1.57	\$633.52	\$6.72	\$132.55	\$2.16	\$642.40	\$1.78	\$644.18
Trash 4 Yard Bin									
1 x Week	\$168.74	\$0.35	\$168.39	\$1.78	\$29.45	\$0.48	\$170.65	\$0.40	\$171.05
2 x Week	\$298.26	\$0.70	\$297.56	\$3.15	\$58.91	\$0.96	\$301.67	\$0.79	\$302.46
3 x Week	\$427.89	\$1.05	\$426.84	\$4.52	\$88.36	\$1.44	\$432.80	\$1.19	\$433.99
4 x Week	\$557.35	\$1.40	\$555.95	\$5.89	\$117.81	\$1.92	\$563.76	\$1.59	\$565.35
5 x Week	\$699.29	\$1.74	\$697.55	\$7.39	\$147.28	\$2.40	\$707.34	\$1.98	\$709.32
6 x Week	\$816.52	\$2.09	\$814.43	\$8.63	\$176.72	\$2.88	\$825.94	\$2.38	\$828.32
Trash 6 Yard Bin									
1 x Week	\$220.68	\$0.52	\$220.16	\$2.33	\$44.17	\$0.72	\$223.21	\$0.59	\$223.80
2 x Week	\$398.13	\$1.05	\$397.08	\$4.21	\$88.36	\$1.44	\$402.73	\$1.19	\$403.92
3 x Week	\$582.98	\$1.57	\$581.41	\$6.16	\$132.55	\$2.16	\$589.73	\$1.78	\$591.51
4 x Week	\$810.55	\$2.09	\$808.46	\$8.57	\$176.72	\$2.88	\$819.91	\$2.38	\$822.29
5 x Week	\$1,013.15	\$2.62	\$1,010.53	\$10.71	\$220.89	\$3.60	\$1,024.84	\$2.97	\$1,027.81
6 x Week	\$1,237.15	\$3.14	\$1,234.01	\$13.08	\$265.08	\$4.33	\$1,251.42	\$3.57	\$1,254.99
Recycling Carts/Bins - All Sizes*									
1 x Week - per month/per bin	\$28.37	\$0.00	\$28.37	\$0.30	\$0.00	\$0.00	\$28.67	\$0.00	\$28.67
2 x Week - per month/per bin**	\$56.74	\$0.00	\$56.74	\$0.60	\$0.00	\$0.00	\$57.34	\$0.00	\$57.34
3 x Week - per month/per bin**	\$85.11	\$0.00	\$85.11	\$0.90	\$0.00	\$0.00	\$86.01	\$0.00	\$86.01
4 x Week - per month/per bin**	\$113.48	\$0.00	\$113.48	\$1.20	\$0.00	\$0.00	\$114.68	\$0.00	\$114.68
5 x Week - per month/per bin**	\$141.85	\$0.00	\$141.85	\$1.50	\$0.00	\$0.00	\$143.35	\$0.00	\$143.35

*Recycle Container Sizes Available: 96 gallon, 1 Yard, 1.5 Yard, 2 Yard, 3 Yard, 4 Yard, 6 Yard

**Services with a frequency of more than one time per week are charged by multiples of the "1 x Week" rate

***Four 96 gallon recycle carts can be substituted for a recycle bin for the same cost. Carts must be placed curbside on collection days.

Extra Pickup Fees									
Overloaded Container - First Cubic Yard (No Dismount Required)	\$7.00	\$0.02	\$6.98	\$0.07	\$1.67	\$0.03	\$7.08	\$0.02	\$7.10
Overloaded Container - Each Cubic Yard in excess of 1 (No Dismount Required)	\$2.64	\$0.02	\$2.62	\$0.03	\$1.67	\$0.03	\$2.68	\$0.02	\$2.70
Additional Pickup, 1 Cubic Yard Bin	\$41.15	\$0.02	\$41.13	\$0.44	\$1.67	\$0.03	\$41.60	\$0.02	\$41.62
Additional Pickup, 1.5 Cubic Yard Bin	\$42.47	\$0.03	\$42.44	\$0.45	\$2.50	\$0.04	\$42.93	\$0.03	\$42.96
Additional Pickup, 2 Cubic Yard Bin	\$43.76	\$0.04	\$43.72	\$0.46	\$3.32	\$0.05	\$44.23	\$0.04	\$44.27
Additional Pickup, 3 Cubic Yard Bin	\$46.43	\$0.06	\$46.37	\$0.49	\$5.00	\$0.08	\$46.94	\$0.07	\$47.01
Additional Pickup, 4 Cubic Yard Bin	\$48.85	\$0.08	\$48.77	\$0.52	\$6.68	\$0.11	\$49.40	\$0.09	\$49.49
Additional Pickup, 6 Cubic Yard Bin	\$54.26	\$0.12	\$54.14	\$0.57	\$9.99	\$0.16	\$54.87	\$0.13	\$55.00
Additional Trip to Customer Location at Customer Request	\$27.51	\$0.00	\$27.51	\$0.29	\$0.00	\$0.00	\$27.80	\$0.00	\$27.80

Temporary Bin									
3 Yard Temporary Bin	\$162.70	\$0.06	\$162.64	\$1.72	\$5.00	\$0.08	\$164.44	\$0.07	\$164.51

Ancillary / Misc Fees									
State Mandated Fee - per yard times 4.3 (weeks per month)	\$0.25	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$0.25	\$0.00	\$0.25
Dismount and Push Charge per Bin Serviced per Week	\$5.83	\$0.00	\$5.83	\$0.06	\$0.00	\$0.00	\$5.89	\$0.00	\$5.89
Key Charge per Bin Serviced per Week	\$6.92	\$0.00	\$6.92	\$0.07	\$0.00	\$0.00	\$6.99	\$0.00	\$6.99
Enclosure Charge per Bin Serviced per Week	\$7.64	\$0.00	\$7.64	\$0.08	\$0.00	\$0.00	\$7.72	\$0.00	\$7.72

Gate Service Charge per Bin Serviced per Week	\$7.64	\$0.00	\$7.64	\$0.08	\$0.00	\$0.00	\$7.72	\$0.00	\$7.72
Long Walk (more than 20 feet) per Bin Serviced per Week	\$18.28	\$0.00	\$18.28	\$0.19	\$0.00	\$0.00	\$18.47	\$0.00	\$18.47
Maximum Additional Weekly Charges per Bin Serviced per Week	\$23.69	\$0.00	\$23.69	\$0.25	\$0.00	\$0.00	\$23.94	\$0.00	\$23.94
Scout Truck (Container Truck) Container Pull Out	\$33.02	\$0.00	\$33.02	\$0.35	\$0.00	\$0.00	\$33.37	\$0.00	\$33.37
Extra per yard charge for Customers Pre-compacting Trash	\$20.82	\$0.08	\$20.74	\$0.22	\$6.68	\$0.11	\$21.07	\$0.09	\$21.16
Commercial Sweeping Charge	\$7.21	\$0.00	\$7.21	\$0.08	\$0.00	\$0.00	\$7.29	\$0.00	\$7.29
Bad / Returned Check Fee	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
Snapshot Fee - Per Occurrence ¹	\$50.00	\$0.00	\$50.00	\$0.53	\$0.00	\$0.00	\$50.53	\$0.00	\$50.53
Inactivity Fee - Per Day (No activity for over 14 days) ²	\$11.26	\$0.00	\$11.26	\$0.12	\$0.00	\$0.00	\$11.38	\$0.00	\$11.38
Inactivity Fee - Maximum per month ²	\$168.91	\$0.00	\$168.91	\$1.79	\$0.00	\$0.00	\$170.70	\$0.00	\$170.70
Reactivation Fee - due to non-payment ³	\$35.00	\$0.00	\$35.00	\$0.37	\$0.00	\$0.00	\$35.37	\$0.00	\$35.37
Container Exchange Fee ⁴	\$150.00	\$0.00	\$150.00	\$1.59	\$0.00	\$0.00	\$151.59	\$0.00	\$151.59
Delivery Fee ⁵	\$150.00	\$0.00	\$150.00	\$1.59	\$0.00	\$0.00	\$151.59	\$0.00	\$151.59
Late Charge									2.5% of balance, \$5.00 minimum

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$11.38 per day. The maximum fee per month is \$170.70.

[3] The Reactivation service fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non-payment

[4] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[5] The Delivery service fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.



**Waste Management of Woodland
City of Woodland
Debris (RO) Box Rate Adjustment Effective 1/1/17**

CPI % Change	1.06%	A
MSW Disposal Increase	1.63%	B1
Mixed Organics Increase	43.38%	B2
C&D Disposal Increase	15.27%	B3
MSW Disposal Capture	2.69%	C1
Organics Disposal Capture	44.44%	C2
C&D Disposal Capture	16.33%	C3

Disposal Costs Eff 7/1/16	
Municipal Solid Waste	\$43.87
C&D	\$57.00
Mixed Organics	\$52.00
Clean Wood	\$0.00
OCC	\$0.00
Recycle	\$0.00

	Current Monthly Rate Effective 1/1/2016	Previous Period Six Month Disposal Catch Up (7/1/15 through 12/31/15)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase	New Monthly Base Rate w/o Disposal Catchup	One Time Six Month Disposal Catch Up (7/1/16 through 12/31/16)	New Monthly Rate w/ Disposal Catchup eff 1/1/2017
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H+C)/2	L=J+K
MSW - Haul Rate									
20 Yards - Includes 2 tons	\$223.44	\$0.98	\$222.46	\$2.36	\$82.63	\$1.35	\$226.17	\$1.11	\$227.28
25 Yards - Includes 2.5 tons	\$279.45	\$1.22	\$278.23	\$2.95	\$103.28	\$1.69	\$282.87	\$1.39	\$284.26
30 Yards - Includes 3 tons	\$335.00	\$1.47	\$333.53	\$3.54	\$123.94	\$2.02	\$339.09	\$1.67	\$340.76
40 Yards - Includes 4 tons	\$446.71	\$1.96	\$444.75	\$4.71	\$165.24	\$2.70	\$452.16	\$2.22	\$454.38
50 Yards - Includes 5 tons	\$543.88	\$2.45	\$541.43	\$5.74	\$206.56	\$3.37	\$550.54	\$2.78	\$553.32
C&D - Haul Rate									
20 Yards - Includes 2 tons	\$236.36	\$1.14	\$235.22	\$2.49	\$96.09	\$14.67	\$252.38	\$7.84	\$260.22
25 Yards - Includes 2.5 tons	\$295.61	\$1.42	\$294.19	\$3.12	\$120.12	\$18.34	\$315.65	\$9.81	\$325.46
30 Yards - Includes 3 tons	\$354.39	\$1.71	\$352.68	\$3.74	\$144.14	\$22.01	\$378.43	\$11.77	\$390.20
40 Yards - Includes 4 tons	\$472.56	\$2.28	\$470.28	\$4.98	\$192.19	\$29.34	\$504.60	\$15.69	\$520.29
50 Yards - Includes 5 tons	\$576.20	\$2.85	\$573.35	\$6.08	\$240.23	\$36.67	\$616.10	\$19.61	\$635.71
Green Waste - Haul Rate									
20 Yards - Includes 2 tons	\$199.96	\$0.77	\$199.19	\$2.11	\$65.42	\$28.38	\$229.68	\$14.54	\$244.22
25 Yards - Includes 2.5 tons	\$250.11	\$0.97	\$249.14	\$2.64	\$81.78	\$35.48	\$287.26	\$18.17	\$305.43
30 Yards - Includes 3 tons	\$299.80	\$1.16	\$298.64	\$3.17	\$98.14	\$42.58	\$344.39	\$21.81	\$366.20
40 Yards - Includes 4 tons	\$399.76	\$1.55	\$398.21	\$4.22	\$130.85	\$56.77	\$459.20	\$29.08	\$488.28
50 Yards - Includes 5 tons	\$485.20	\$1.94	\$483.26	\$5.12	\$163.56	\$70.96	\$559.34	\$36.35	\$595.69
Clean Wood - Haul Rate									
20 Yards	\$122.33	\$0.00	\$122.33	\$1.30	\$0.00	\$0.00	\$123.63	\$0.00	\$123.63
25 Yards	\$153.06	\$0.00	\$153.06	\$1.62	\$0.00	\$0.00	\$154.68	\$0.00	\$154.68
30 Yards	\$183.34	\$0.00	\$183.34	\$1.94	\$0.00	\$0.00	\$185.28	\$0.00	\$185.28
40 Yards	\$244.48	\$0.00	\$244.48	\$2.59	\$0.00	\$0.00	\$247.07	\$0.00	\$247.07
50 Yards	\$291.11	\$0.00	\$291.11	\$3.09	\$0.00	\$0.00	\$294.20	\$0.00	\$294.20
Old Corrugated Cardboard (OCC) - Haul Rate									
20 Yards	\$122.33	\$0.00	\$122.33	\$1.30	\$0.00	\$0.00	\$123.63	\$0.00	\$123.63
25 Yards	\$153.06	\$0.00	\$153.06	\$1.62	\$0.00	\$0.00	\$154.68	\$0.00	\$154.68
30 Yards	\$183.34	\$0.00	\$183.34	\$1.94	\$0.00	\$0.00	\$185.28	\$0.00	\$185.28
40 Yards	\$244.48	\$0.00	\$244.48	\$2.59	\$0.00	\$0.00	\$247.07	\$0.00	\$247.07
50 Yards	\$291.11	\$0.00	\$291.11	\$3.09	\$0.00	\$0.00	\$294.20	\$0.00	\$294.20
Recycle - Haul Rate									
20 Yards	\$122.33	\$0.00	\$122.33	\$1.30	\$0.00	\$0.00	\$123.63	\$0.00	\$123.63
25 Yards	\$153.06	\$0.00	\$153.06	\$1.62	\$0.00	\$0.00	\$154.68	\$0.00	\$154.68
30 Yards	\$183.34	\$0.00	\$183.34	\$1.94	\$0.00	\$0.00	\$185.28	\$0.00	\$185.28
40 Yards	\$244.48	\$0.00	\$244.48	\$2.59	\$0.00	\$0.00	\$247.07	\$0.00	\$247.07
50 Yards	\$291.11	\$0.00	\$291.11	\$3.09	\$0.00	\$0.00	\$294.20	\$0.00	\$294.20
Concrete / Dirt									
15 Yards - no included tonnage	\$168.71	\$0.73	\$167.98	\$1.78	\$0.00	\$0.00	\$169.76	\$0.00	\$169.76
Compactor Rates									
Haul Rate - Per Yard - includes tonnage	\$19.75	\$0.02	\$19.73	\$0.21	\$1.67	\$0.03	\$19.97	\$0.02	\$19.99
Ancillary / Misc Fees									
State Mandated Fee - Per yard times 4.3 weeks/month	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25	\$0.00	\$0.25
Debris Box Roll-Top Fee Per Haul	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
Bad / Returned Check Fee	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$30.00
Snapshot Fee - Per Occurrence ¹	\$50.00	\$0.00	\$50.00	\$0.53	\$0.00	\$0.00	\$50.53	\$0.00	\$50.53
Trip Charge ²	\$99.00	\$0.00	\$99.00	\$1.05	\$0.00	\$0.00	\$100.05	\$0.00	\$100.05
Inactivity Fee - Per Day (No activity for over 14 days) ³	\$11.26	\$0.00	\$11.26	\$0.12	\$0.00	\$0.00	\$11.38	\$0.00	\$11.38
Inactivity Fee - Maximum per month ³	\$168.91	\$0.00	\$168.91	\$1.79	\$0.00	\$0.00	\$170.70	\$0.00	\$170.70
Reactivation Fee - due to non-payment ⁴	\$35.00	\$0.00	\$35.00	\$0.37	\$0.00	\$0.00	\$35.37	\$0.00	\$35.37
Container Exchange Fee ⁵	\$150.00	\$0.00	\$150.00	\$1.59	\$0.00	\$0.00	\$151.59	\$0.00	\$151.59
Delivery Fee ⁶	\$150.00	\$0.00	\$150.00	\$1.59	\$0.00	\$0.00	\$151.59	\$0.00	\$151.59
Late Charge									2.5% of balance, \$5.00 minimum
Debris Box Fuel Surcharge ⁷	See below	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See below

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Trip Charge would apply when a Commercial Customer schedules a Debris Box service call that is not needed after Company arrives at the Customer location. Company must be given a 24 hour cancellation notice by the Customer.

[3] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$11.38 per day. The maximum fee per month is \$170.70.

[4] The Reactivation service fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[5] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[6] The Delivery service fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[7] The attached fuel Surcharge rate table will be applied to only the Debris Box line of business and will be calculated based on the cost of fuel on a monthly basis. This will be a line item on the customer's monthly bill.

4/18/2017

**Waste Management of Woodland
City of Woodland
Debris (RO) Box Rate Adjustment**

Disposal Charges as of 1/11/2017	
MSW	\$43.87
C&D	\$69.50
Mixed Organics	\$52.00
Clean Wood	\$0.00
Mixed Wood	\$52.00
OCC	\$0.00
Recycle	\$0.00

C&D Disposal Increase 20.87%

Rate Adjustment Proposal:

	Current Monthly Rate Effective 1/1/2017	Disposal Portion of the Current Base Rate	Disposal Increase	Proposed New Per Haul Rate Eff 5/5/2017
C&D - Haul Rate				
20 Yards - Includes 2 tons	\$260.22	\$110.76	\$23.12	\$283.34
25 Yards - Includes 2.5 tons	\$325.46	\$138.46	\$28.90	\$354.36
30 Yards - Includes 3 tons	\$390.20	\$166.15	\$34.68	\$424.88
40 Yards - Includes 4 tons	\$520.29	\$221.53	\$46.23	\$566.52
50 Yards - Includes 5 tons	\$635.71	\$276.90	\$57.79	\$693.50

New Wood Category: Separate rate for mixed wood taken to disposal site where disposal fees apply.

	Haul Rate	Disposal Charges	Proposed New Per Haul Rate Eff 5/5/2017
Mixed Wood - Haul Rate			
20 Yards - Includes 2 tons	\$135.88	\$104.00	\$239.88
25 Yards - Includes 2.5 tons	\$170.00	\$130.00	\$300.00
30 Yards - Includes 3 tons	\$203.67	\$156.00	\$359.67
40 Yards - Includes 4 tons	\$271.58	\$208.00	\$479.58
50 Yards - Includes 5 tons	\$324.82	\$260.00	\$584.82

Ancillary / Misc Fees	
Contamination Fee ⁸	As charged by disposal facility

[8] The contamination fee is a pass-through contamination and/or administration fee imposed on by the landfill or disposal site contaminated loads.

Disposal Fuel Surcharge Table

Rate effective as of June 1, 2013

DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %
\$ 0.95		\$ 1.39	1.32	\$ 1.83	2.64	\$ 2.27	3.96	\$ 2.71	5.28	\$ 3.15	6.60	\$ 3.59	7.92
\$ 0.96	0.03	\$ 1.40	1.35	\$ 1.84	2.67	\$ 2.28	3.99	\$ 2.72	5.31	\$ 3.16	6.63	\$ 3.60	7.95
\$ 0.97	0.06	\$ 1.41	1.38	\$ 1.85	2.70	\$ 2.29	4.02	\$ 2.73	5.34	\$ 3.17	6.66	\$ 3.61	7.98
\$ 0.98	0.09	\$ 1.42	1.41	\$ 1.86	2.73	\$ 2.30	4.05	\$ 2.74	5.37	\$ 3.18	6.69	\$ 3.62	8.01
\$ 0.99	0.12	\$ 1.43	1.44	\$ 1.87	2.76	\$ 2.31	4.08	\$ 2.75	5.40	\$ 3.19	6.72	\$ 3.63	8.04
\$ 1.00	0.15	\$ 1.44	1.47	\$ 1.88	2.79	\$ 2.32	4.11	\$ 2.76	5.43	\$ 3.20	6.75	\$ 3.64	8.07
\$ 1.01	0.18	\$ 1.45	1.50	\$ 1.89	2.82	\$ 2.33	4.14	\$ 2.77	5.46	\$ 3.21	6.78	\$ 3.65	8.10
\$ 1.02	0.21	\$ 1.46	1.53	\$ 1.90	2.85	\$ 2.34	4.17	\$ 2.78	5.49	\$ 3.22	6.81	\$ 3.66	8.13
\$ 1.03	0.24	\$ 1.47	1.56	\$ 1.91	2.88	\$ 2.35	4.20	\$ 2.79	5.52	\$ 3.23	6.84	\$ 3.67	8.16
\$ 1.04	0.27	\$ 1.48	1.59	\$ 1.92	2.91	\$ 2.36	4.23	\$ 2.80	5.55	\$ 3.24	6.87	\$ 3.68	8.19
\$ 1.05	0.30	\$ 1.49	1.62	\$ 1.93	2.94	\$ 2.37	4.26	\$ 2.81	5.58	\$ 3.25	6.90	\$ 3.69	8.22
\$ 1.06	0.33	\$ 1.50	1.65	\$ 1.94	2.97	\$ 2.38	4.29	\$ 2.82	5.61	\$ 3.26	6.93	\$ 3.70	8.25
\$ 1.07	0.36	\$ 1.51	1.68	\$ 1.95	3.00	\$ 2.39	4.32	\$ 2.83	5.64	\$ 3.27	6.96	\$ 3.71	8.28
\$ 1.08	0.39	\$ 1.52	1.71	\$ 1.96	3.03	\$ 2.40	4.35	\$ 2.84	5.67	\$ 3.28	6.99	\$ 3.72	8.31
\$ 1.09	0.42	\$ 1.53	1.74	\$ 1.97	3.06	\$ 2.41	4.38	\$ 2.85	5.70	\$ 3.29	7.02	\$ 3.73	8.34
\$ 1.10	0.45	\$ 1.54	1.77	\$ 1.98	3.09	\$ 2.42	4.41	\$ 2.86	5.73	\$ 3.30	7.05	\$ 3.74	8.37
\$ 1.11	0.48	\$ 1.55	1.80	\$ 1.99	3.12	\$ 2.43	4.44	\$ 2.87	5.76	\$ 3.31	7.08	\$ 3.75	8.40
\$ 1.12	0.51	\$ 1.56	1.83	\$ 2.00	3.15	\$ 2.44	4.47	\$ 2.88	5.79	\$ 3.32	7.11	\$ 3.76	8.43
\$ 1.13	0.54	\$ 1.57	1.86	\$ 2.01	3.18	\$ 2.45	4.50	\$ 2.89	5.82	\$ 3.33	7.14	\$ 3.77	8.46
\$ 1.14	0.57	\$ 1.58	1.89	\$ 2.02	3.21	\$ 2.46	4.53	\$ 2.90	5.85	\$ 3.34	7.17	\$ 3.78	8.49
\$ 1.15	0.60	\$ 1.59	1.92	\$ 2.03	3.24	\$ 2.47	4.56	\$ 2.91	5.88	\$ 3.35	7.20	\$ 3.79	8.52
\$ 1.16	0.63	\$ 1.60	1.95	\$ 2.04	3.27	\$ 2.48	4.59	\$ 2.92	5.91	\$ 3.36	7.23	\$ 3.80	8.55
\$ 1.17	0.66	\$ 1.61	1.98	\$ 2.05	3.30	\$ 2.49	4.62	\$ 2.93	5.94	\$ 3.37	7.26	\$ 3.81	8.58
\$ 1.18	0.69	\$ 1.62	2.01	\$ 2.06	3.33	\$ 2.50	4.65	\$ 2.94	5.97	\$ 3.38	7.29	\$ 3.82	8.61
\$ 1.19	0.72	\$ 1.63	2.04	\$ 2.07	3.36	\$ 2.51	4.68	\$ 2.95	6.00	\$ 3.39	7.32	\$ 3.83	8.64
\$ 1.20	0.75	\$ 1.64	2.07	\$ 2.08	3.39	\$ 2.52	4.71	\$ 2.96	6.03	\$ 3.40	7.35	\$ 3.84	8.67
\$ 1.21	0.78	\$ 1.65	2.10	\$ 2.09	3.42	\$ 2.53	4.74	\$ 2.97	6.06	\$ 3.41	7.38	\$ 3.85	8.70
\$ 1.22	0.81	\$ 1.66	2.13	\$ 2.10	3.45	\$ 2.54	4.77	\$ 2.98	6.09	\$ 3.42	7.41	\$ 3.86	8.73
\$ 1.23	0.84	\$ 1.67	2.16	\$ 2.11	3.48	\$ 2.55	4.80	\$ 2.99	6.12	\$ 3.43	7.44	\$ 3.87	8.76
\$ 1.24	0.87	\$ 1.68	2.19	\$ 2.12	3.51	\$ 2.56	4.83	\$ 3.00	6.15	\$ 3.44	7.47	\$ 3.88	8.79
\$ 1.25	0.90	\$ 1.69	2.22	\$ 2.13	3.54	\$ 2.57	4.86	\$ 3.01	6.18	\$ 3.45	7.50	\$ 3.89	8.82
\$ 1.26	0.93	\$ 1.70	2.25	\$ 2.14	3.57	\$ 2.58	4.89	\$ 3.02	6.21	\$ 3.46	7.53	\$ 3.90	8.85
\$ 1.27	0.96	\$ 1.71	2.28	\$ 2.15	3.60	\$ 2.59	4.92	\$ 3.03	6.24	\$ 3.47	7.56	\$ 3.91	8.88
\$ 1.28	0.99	\$ 1.72	2.31	\$ 2.16	3.63	\$ 2.60	4.95	\$ 3.04	6.27	\$ 3.48	7.59	\$ 3.92	8.91
\$ 1.29	1.02	\$ 1.73	2.34	\$ 2.17	3.66	\$ 2.61	4.98	\$ 3.05	6.30	\$ 3.49	7.62	\$ 3.93	8.94
\$ 1.30	1.05	\$ 1.74	2.37	\$ 2.18	3.69	\$ 2.62	5.01	\$ 3.06	6.33	\$ 3.50	7.65	\$ 3.94	8.97
\$ 1.31	1.08	\$ 1.75	2.40	\$ 2.19	3.72	\$ 2.63	5.04	\$ 3.07	6.36	\$ 3.51	7.68	\$ 3.95	9.00
\$ 1.32	1.11	\$ 1.76	2.43	\$ 2.20	3.75	\$ 2.64	5.07	\$ 3.08	6.39	\$ 3.52	7.71	\$ 3.96	9.03
\$ 1.33	1.14	\$ 1.77	2.46	\$ 2.21	3.78	\$ 2.65	5.10	\$ 3.09	6.42	\$ 3.53	7.74	\$ 3.97	9.06
\$ 1.34	1.17	\$ 1.78	2.49	\$ 2.22	3.81	\$ 2.66	5.13	\$ 3.10	6.45	\$ 3.54	7.77	\$ 3.98	9.09
\$ 1.35	1.20	\$ 1.79	2.52	\$ 2.23	3.84	\$ 2.67	5.16	\$ 3.11	6.48	\$ 3.55	7.80	\$ 3.99	9.12
\$ 1.36	1.23	\$ 1.80	2.55	\$ 2.24	3.87	\$ 2.68	5.19	\$ 3.12	6.51	\$ 3.56	7.83	\$ 4.00	9.15
\$ 1.37	1.26	\$ 1.81	2.58	\$ 2.25	3.90	\$ 2.69	5.22	\$ 3.13	6.54	\$ 3.57	7.86		
\$ 1.38	1.29	\$ 1.82	2.61	\$ 2.26	3.93	\$ 2.70	5.25	\$ 3.14	6.57	\$ 3.58	7.89		

Disposal Fuel Surcharge Table

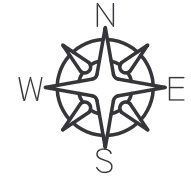
Rate effective as of June 1, 2013

DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %	DOE avg. at Least (\$/gallon)	WM Surcharge %
\$ 4.01	9.18	\$ 4.44	10.47	\$ 4.87	11.76	\$ 5.30	13.05	\$ 5.73	14.34	\$ 6.16	15.63	\$ 6.59	16.92
\$ 4.02	9.21	\$ 4.45	10.50	\$ 4.88	11.79	\$ 5.31	13.08	\$ 5.74	14.37	\$ 6.17	15.66	\$ 6.60	16.95
\$ 4.03	9.24	\$ 4.46	10.53	\$ 4.89	11.82	\$ 5.32	13.11	\$ 5.75	14.40	\$ 6.18	15.69	\$ 6.61	16.98
\$ 4.04	9.27	\$ 4.47	10.56	\$ 4.90	11.85	\$ 5.33	13.14	\$ 5.76	14.43	\$ 6.19	15.72	\$ 6.62	17.01
\$ 4.05	9.30	\$ 4.48	10.59	\$ 4.91	11.88	\$ 5.34	13.17	\$ 5.77	14.46	\$ 6.20	15.75	\$ 6.63	17.04
\$ 4.06	9.33	\$ 4.49	10.62	\$ 4.92	11.91	\$ 5.35	13.20	\$ 5.78	14.49	\$ 6.21	15.78	\$ 6.64	17.07
\$ 4.07	9.36	\$ 4.50	10.65	\$ 4.93	11.94	\$ 5.36	13.23	\$ 5.79	14.52	\$ 6.22	15.81	\$ 6.65	17.10
\$ 4.08	9.39	\$ 4.51	10.68	\$ 4.94	11.97	\$ 5.37	13.26	\$ 5.80	14.55	\$ 6.23	15.84	\$ 6.66	17.13
\$ 4.09	9.42	\$ 4.52	10.71	\$ 4.95	12.00	\$ 5.38	13.29	\$ 5.81	14.58	\$ 6.24	15.87	\$ 6.67	17.16
\$ 4.10	9.45	\$ 4.53	10.74	\$ 4.96	12.03	\$ 5.39	13.32	\$ 5.82	14.61	\$ 6.25	15.90	\$ 6.68	17.19
\$ 4.11	9.48	\$ 4.54	10.77	\$ 4.97	12.06	\$ 5.40	13.35	\$ 5.83	14.64	\$ 6.26	15.93	\$ 6.69	17.22
\$ 4.12	9.51	\$ 4.55	10.80	\$ 4.98	12.09	\$ 5.41	13.38	\$ 5.84	14.67	\$ 6.27	15.96	\$ 6.70	17.25
\$ 4.13	9.54	\$ 4.56	10.83	\$ 4.99	12.12	\$ 5.42	13.41	\$ 5.85	14.70	\$ 6.28	15.99	\$ 6.71	17.28
\$ 4.14	9.57	\$ 4.57	10.86	\$ 5.00	12.15	\$ 5.43	13.44	\$ 5.86	14.73	\$ 6.29	16.02	\$ 6.72	17.31
\$ 4.15	9.60	\$ 4.58	10.89	\$ 5.01	12.18	\$ 5.44	13.47	\$ 5.87	14.76	\$ 6.30	16.05	\$ 6.73	17.34
\$ 4.16	9.63	\$ 4.59	10.92	\$ 5.02	12.21	\$ 5.45	13.50	\$ 5.88	14.79	\$ 6.31	16.08	\$ 6.74	17.37
\$ 4.17	9.66	\$ 4.60	10.95	\$ 5.03	12.24	\$ 5.46	13.53	\$ 5.89	14.82	\$ 6.32	16.11	\$ 6.75	17.40
\$ 4.18	9.69	\$ 4.61	10.98	\$ 5.04	12.27	\$ 5.47	13.56	\$ 5.90	14.85	\$ 6.33	16.14	\$ 6.76	17.43
\$ 4.19	9.72	\$ 4.62	11.01	\$ 5.05	12.30	\$ 5.48	13.59	\$ 5.91	14.88	\$ 6.34	16.17	\$ 6.77	17.46
\$ 4.20	9.75	\$ 4.63	11.04	\$ 5.06	12.33	\$ 5.49	13.62	\$ 5.92	14.91	\$ 6.35	16.20	\$ 6.78	17.49
\$ 4.21	9.78	\$ 4.64	11.07	\$ 5.07	12.36	\$ 5.50	13.65	\$ 5.93	14.94	\$ 6.36	16.23	\$ 6.79	17.52
\$ 4.22	9.81	\$ 4.65	11.10	\$ 5.08	12.39	\$ 5.51	13.68	\$ 5.94	14.97	\$ 6.37	16.26	\$ 6.80	17.55
\$ 4.23	9.84	\$ 4.66	11.13	\$ 5.09	12.42	\$ 5.52	13.71	\$ 5.95	15.00	\$ 6.38	16.29	\$ 6.81	17.58
\$ 4.24	9.87	\$ 4.67	11.16	\$ 5.10	12.45	\$ 5.53	13.74	\$ 5.96	15.03	\$ 6.39	16.32	\$ 6.82	17.61
\$ 4.25	9.90	\$ 4.68	11.19	\$ 5.11	12.48	\$ 5.54	13.77	\$ 5.97	15.06	\$ 6.40	16.35	\$ 6.83	17.64
\$ 4.26	9.93	\$ 4.69	11.22	\$ 5.12	12.51	\$ 5.55	13.80	\$ 5.98	15.09	\$ 6.41	16.38	\$ 6.84	17.67
\$ 4.27	9.96	\$ 4.70	11.25	\$ 5.13	12.54	\$ 5.56	13.83	\$ 5.99	15.12	\$ 6.42	16.41	\$ 6.85	17.70
\$ 4.28	9.99	\$ 4.71	11.28	\$ 5.14	12.57	\$ 5.57	13.86	\$ 6.00	15.15	\$ 6.43	16.44	\$ 6.86	17.73
\$ 4.29	10.02	\$ 4.72	11.31	\$ 5.15	12.60	\$ 5.58	13.89	\$ 6.01	15.18	\$ 6.44	16.47	\$ 6.87	17.76
\$ 4.30	10.05	\$ 4.73	11.34	\$ 5.16	12.63	\$ 5.59	13.92	\$ 6.02	15.21	\$ 6.45	16.50	\$ 6.88	17.79
\$ 4.31	10.08	\$ 4.74	11.37	\$ 5.17	12.66	\$ 5.60	13.95	\$ 6.03	15.24	\$ 6.46	16.53	\$ 6.89	17.82
\$ 4.32	10.11	\$ 4.75	11.40	\$ 5.18	12.69	\$ 5.61	13.98	\$ 6.04	15.27	\$ 6.47	16.56	\$ 6.90	17.85
\$ 4.33	10.14	\$ 4.76	11.43	\$ 5.19	12.72	\$ 5.62	14.01	\$ 6.05	15.30	\$ 6.48	16.59	\$ 6.91	17.88
\$ 4.34	10.17	\$ 4.77	11.46	\$ 5.20	12.75	\$ 5.63	14.04	\$ 6.06	15.33	\$ 6.49	16.62	\$ 6.92	17.91
\$ 4.35	10.20	\$ 4.78	11.49	\$ 5.21	12.78	\$ 5.64	14.07	\$ 6.07	15.36	\$ 6.50	16.65	\$ 6.93	17.94
\$ 4.36	10.23	\$ 4.79	11.52	\$ 5.22	12.81	\$ 5.65	14.10	\$ 6.08	15.39	\$ 6.51	16.68	\$ 6.94	17.97
\$ 4.37	10.26	\$ 4.80	11.55	\$ 5.23	12.84	\$ 5.66	14.13	\$ 6.09	15.42	\$ 6.52	16.71	\$ 6.95	18.00
\$ 4.38	10.29	\$ 4.81	11.58	\$ 5.24	12.87	\$ 5.67	14.16	\$ 6.10	15.45	\$ 6.53	16.74	\$ 6.96	18.03
\$ 4.39	10.32	\$ 4.82	11.61	\$ 5.25	12.90	\$ 5.68	14.19	\$ 6.11	15.48	\$ 6.54	16.77	\$ 6.97	18.06
\$ 4.40	10.35	\$ 4.83	11.64	\$ 5.26	12.93	\$ 5.69	14.22	\$ 6.12	15.51	\$ 6.55	16.80	\$ 6.98	18.09
\$ 4.41	10.38	\$ 4.84	11.67	\$ 5.27	12.96	\$ 5.70	14.25	\$ 6.13	15.54	\$ 6.56	16.83	\$ 6.99	18.12
\$ 4.42	10.41	\$ 4.85	11.70	\$ 5.28	12.99	\$ 5.71	14.28	\$ 6.14	15.57	\$ 6.57	16.86	\$ 7.00	18.15
\$ 4.43	10.44	\$ 4.86	11.73	\$ 5.29	13.02	\$ 5.72	14.31	\$ 6.15	15.60	\$ 6.58	16.89		

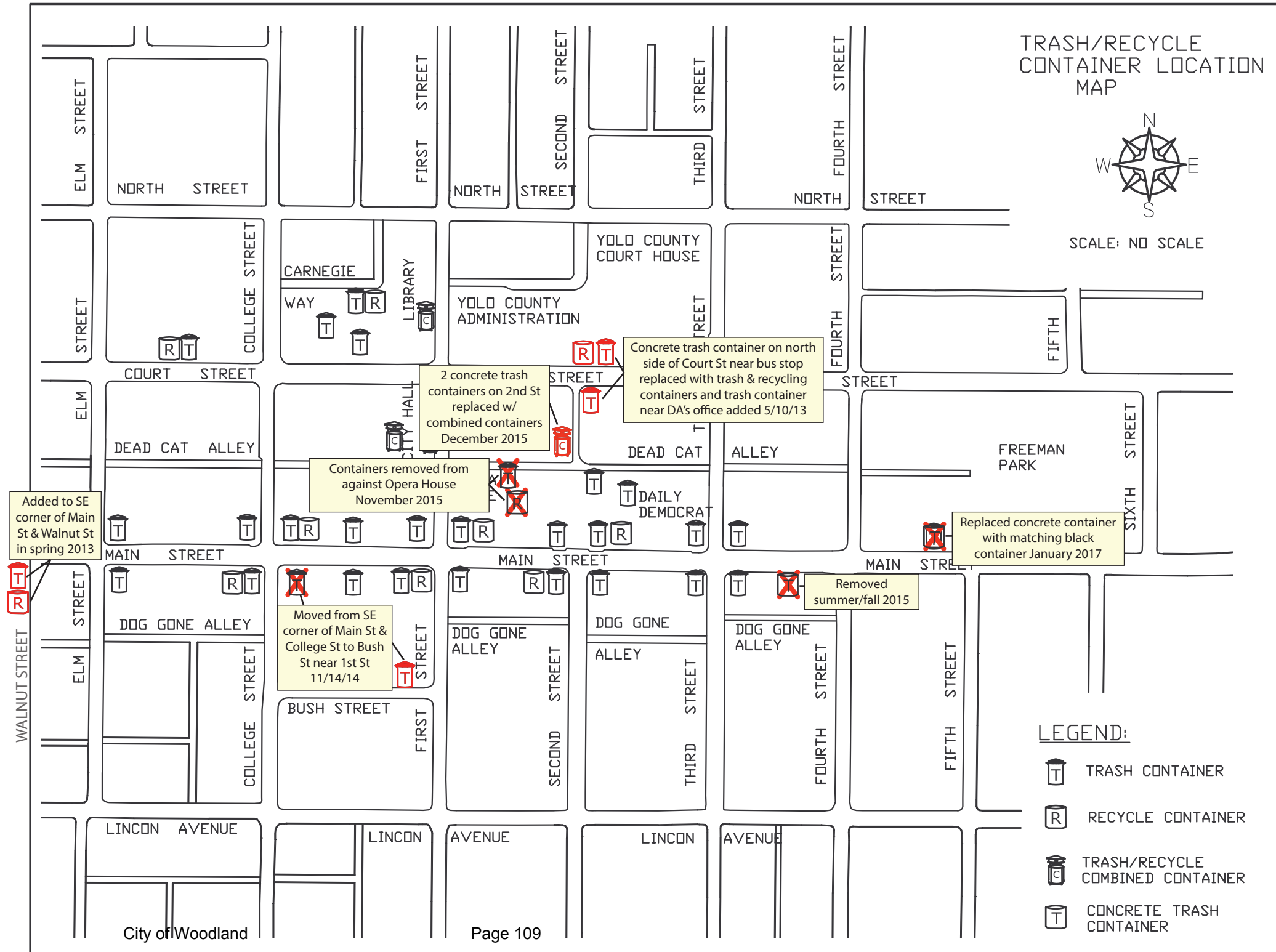
ATTACHMENT 3. LITTER/RECYCLING RECEPTACLES

TO BE
EMPTIED ONCE EACH WEEK

TRASH/RECYCLE CONTAINER LOCATION MAP



SCALE: NO SCALE

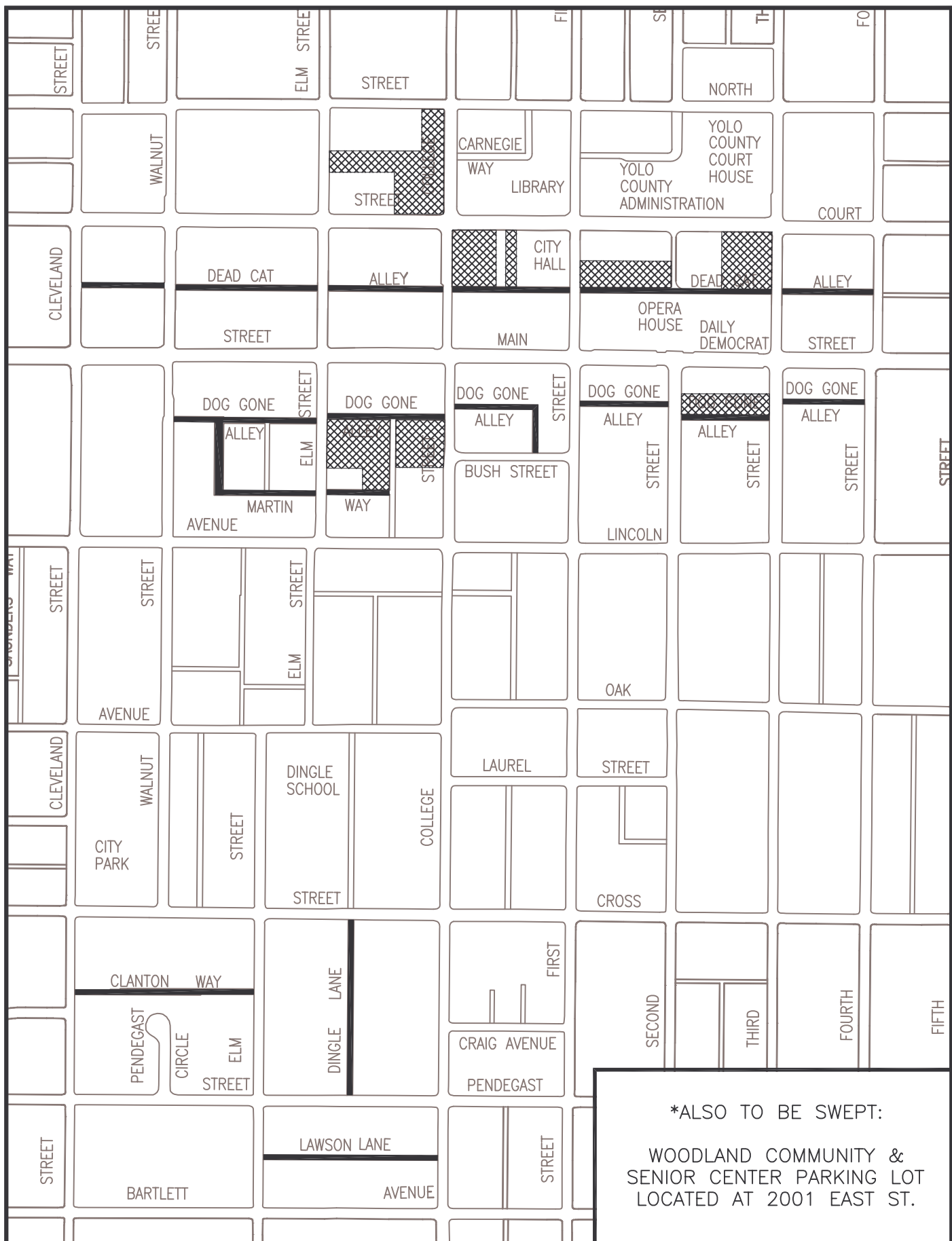


LEGEND:

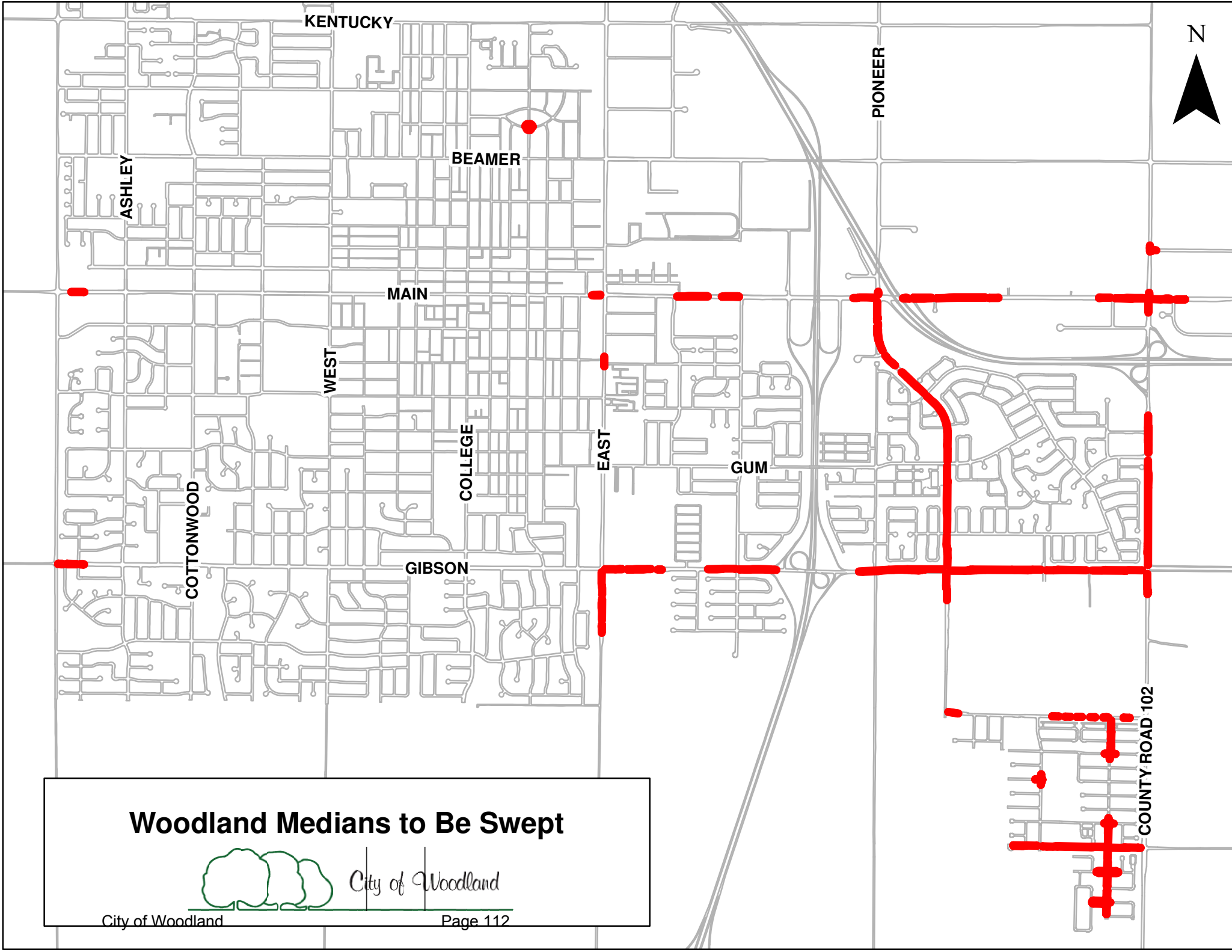
- TRASH CONTAINER
- RECYCLE CONTAINER
- TRASH/RECYCLE COMBINED CONTAINER
- CONCRETE TRASH CONTAINER

ATTACHMENT 4. PARKING LOTS AND ALLEYS

PARKING LOTS, ALLEYS, AND MEDIANS TO BE SWEPT



NO.	REVISION	BY



Woodland Medians to Be Swept



City of Woodland

ATTACHMENT 5. COMPANY FAITHFUL PERFORMANCE BOND



Bond Safeguard
Insurance Company

10002 Shelbyville Road, Suite 100
Louisville, KY 40223

Memorandum

DT: November 16, 2016

Via Regular Mail

TO: Derek Fujii
Waste Management
8491 Fruitridge Road
Sacramento, CA 95826

FR: Theresa Pickerrell
Bond Assistant

RE: Continuation Certificate – 5017559

Enclosed is the above referenced Continuation Certificate for the current renewal. Please keep a copy for your file and forward the original to the Obligee/Beneficiary.

If you have any questions or need further assistance, please contact Diana Seng, Director of Treasury and Financial Assurance at (713)265-1322 or DSeng@wm.com.

Enclosure

CONTINUATION CERTIFICATE

The Bond Safeguard Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, as Surety upon

Bond Number: 5017559

dated effective Tuesday, July 31, 2007

on behalf of USA Waste of California, Inc., 1324 Paddock Place, Woodland, CA 95776

and in favor of City of Woodland, 300 First Street, Woodland, CA 95695

does hereby continue said bond in force for the further period

beginning on Saturday, December 31, 2016

and ending on Sunday, December 31, 2017

Amount of bond: THREE HUNDRED THOUSAND AND 00/100 Dollars (\$300,000.00)

Description of bond: Fee Payment Guarantee

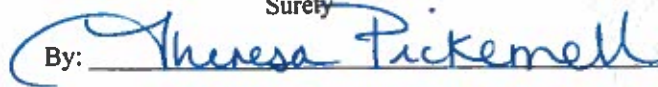
Provided: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in condition therewith shall not be cumulative and the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed, sealed and dated on Wednesday, November 16, 2016

Bond Safeguard Insurance Company

Surety

By:



Theresa Pickerrell, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Kentucky }

County of Jefferson }

On November 16, 2016 before me, Sandra L. Fusinetti, Notary Public
(Here insert name and title of the officer)

personally appeared Theresa Pickerrell, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sandra L. Fusinetti
Notary Public Signature (Notary Public Seal)
My Commission expires February 13th, 2020

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond Safeguard Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, a South Dakota Corporation with its principal office in Sioux Falls, South Dakota, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Jessica Nowlin, Theresa Pickerrell, Sheryon Quinn, Bonnie J. Wortham, Beth Frymire its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed to by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 5th day of August, 2015.



BOND SAFEGUARD INSURANCE COMPANY

BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY 
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, A South Dakota Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Mount Juliet, Tennessee this 16th Day of November, 20 16



BY 
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

ATTACHMENT 6. LIQUIDATED DAMAGES.

Liquidated Damages. In the event that the Company fails to perform fully any of the Company's obligations under this Agreement, other than due to an Uncontrollable Circumstance, the Company shall be in breach of this Agreement. Upon delivery of written notice to the Company and subject to the terms of this Attachment 6, the City may impose liquidated damages upon the Company, in addition to any other available remedies the City may have as outlined in ATTACHMENT 6.

1. Failure to correct a missed pickup within the specified times, which exceeds ten (10) such failures annually: \$50.00 per occurrence; each additional 24-hour working day period: \$100.00.
2. Failure to provide Carts, Bins, Debris Boxes, Compactors or other Collection containers to Service Recipient within seven days of the Customer's request for service, which exceeds ten (10) such failures annually: \$100.00 per day starting on day 8.
3. Failure to deliver collected Solid Waste to the Designated Transfer Station or Disposal Facility, which exceeds five (5) such failures annually: \$1,000 per incident.
4. Failure to repair or replace any Cart, Bin, Debris Box, Compactor or other Collection container, when so required by this Agreement, which exceeds ten (10) such failures annually: \$25.00 per occurrence.
5. Undertaking collection operations during hours outside of allowable collection hours, which exceeds ten (10) such failures annually: \$50.00 per incident.
6. Failure to clean up spillage or litter during Franchise collection activity, which exceeds fifteen (15) such failures annually: \$25.00 per occurrence.
7. Failure to take commercially reasonable steps to resolve a legitimate billing complaint within seven (7) working days from the complaint: \$100.00 per occurrence.
8. Failure to tag materials not collected due to contamination or inappropriately setout, which exceeds fifteen (15) such failures annually: \$50.00 per occurrence.
9. Failure to remit Monthly Remittance to the City when due: \$100.00 per occurrence plus late fees of three-quarters of one percent per month for every month thereafter until paid.
10. Failure to maintain or submit documents and reports as required under the terms of this Agreement after ten days' notice: \$100.00 per incident per day.

Liquidated damages will be assessed only after the Company has been given the opportunity but failed to rectify, in a timely manner, the breach as described in this Agreement. Prior to assessing liquidated damages, the City shall give the Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. The Company may review (and make copies at its own expense) all information in the possession of the City relating to incident(s)/non-performance. The Company may, within ten (10) days after receiving the notice, request a meeting with the City. The Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City will provide the Company with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages.

6/5/2017



**Waste Management of Woodland
City of Woodland
Effective 9/20/2017**

Residential Rates	Freq Per Week	Disposal	Service	Rate Per Month
Non-Service Day Trip Charge		\$0.00	\$27.80	\$27.80

Commercial Rates	Freq Per Week	Disposal	Service	Rate Per Month
8 Yard MSW Bin - 1 x Week	1	\$58.96	\$213.66	\$272.62
8 Yard MSW Bin - 2 x Week	2	\$117.92	\$380.08	\$498.00
8 Yard MSW Bin - 3 x Week	3	\$176.88	\$561.19	\$738.07
8 Yard MSW Bin - 4 x Week	4	\$235.84	\$827.91	\$1,063.75
8 Yard MSW Bin - 5 x Week	5	\$294.80	\$1,032.21	\$1,327.01
8 Yard MSW Bin - 6 x Week	6	\$353.76	\$1,304.02	\$1,657.78
35 Gallon Mixed Organics Cart - 1 x Week	1	\$9.29	\$12.21	\$21.50
35 Gallon Mixed Organics Cart - 2 x Week	2	\$18.58	\$24.42	\$43.00
35 Gallon Mixed Organics Cart - 3 x Week	3	\$27.87	\$36.63	\$64.50
35 Gallon Mixed Organics Cart - 4 x Week	4	\$37.16	\$48.84	\$86.00
35 Gallon Mixed Organics Cart - 5 x Week	5	\$46.45	\$61.05	\$107.50
64 Gallon Mixed Organics Cart - 1 x Week	1	\$16.99	\$12.21	\$29.20
64 Gallon Mixed Organics Cart - 2 x Week	2	\$33.98	\$24.42	\$58.40
64 Gallon Mixed Organics Cart - 3 x Week	3	\$50.97	\$36.63	\$87.60
64 Gallon Mixed Organics Cart - 4 x Week	4	\$67.96	\$48.84	\$116.80
64 Gallon Mixed Organics Cart - 5 x Week	5	\$84.95	\$61.05	\$146.00
2 Yard Mixed Organics Bin - 1 x Week	1	\$29.44	\$129.59	\$159.03
2 Yard Mixed Organics Bin - 2 x Week	2	\$58.90	\$210.31	\$269.21
3 Yard Mixed Organics Bin - 1 x Week	1	\$44.18	\$173.72	\$217.90
3 Yard Mixed Organics Bin - 2 x Week	2	\$88.34	\$292.20	\$380.54
Contamination Charge - per occurrence ⁶		\$0.00	\$95.00	\$95.00
Cart Swap / Cleaning Charge		\$0.00	\$125.00	\$125.00
Bin Swap / Cleaning Charge		\$0.00	\$125.00	\$125.00

[6] If a Customer's container is contaminated more than twice in the last twelve (12) months of service, and Company has left non-collection notices on each such instance, then Company may apply a contamination charge per occurrence over the succeeding twelve (12) months.

1512 Eureka Road, Suite 220, Roseville, CA 95661
Tel: 916-782-7821 | Fax: 916-782-7824

2600 Tenth Street, Suite 411, Berkeley, CA 94710
Tel: 510-647-9674

627 S. Highland Avenue, Suite 300, Los Angeles, CA 90036
Tel: 323-559-7470

To: Roberta Childers, City of Woodland
From: Richard Tagore-Erwin and David Pinter, R3 Consulting Group
Date: November 23, 2016
Subject: Review of WM Commercial Organics Rates

R3 Consulting Group was engaged by the City of Woodland (City) to conduct a review of Waste Management's (WM) proposal for new customer rates for commercial customers receiving collection of organic materials (i.e., food waste and mixed food/green waste). This memorandum provides a summary of our review.

Background

Commencing April 1, 2016, State of California Assembly Bill 1826 (AB 1826) requires businesses that generate a specified amount of organic waste per week to arrange for recycling services for that organic waste. Due to the way that AB 1826's requirements are "phased-in" between 2016 and 2020 (i.e., starting with businesses that generate the largest quantities of waste), more and more businesses will be required to subscribe to commercial organics collection services over the next three to four years.

The City currently holds an exclusive franchise agreement (Agreement) with WM for solid waste, recyclables, green waste, and street sweeping services. The current Agreement was amended and restated with an effective date of July 1, 2011. WM has recently requested that organics rates for commercial customers be added to the approved customer rate schedule, which is included as Attachment 2 of the Agreement. Customer rates on the approved rate schedule are adjusted on an annual basis per the terms of Section 7.3 of the Agreement.

Review of Commercial Organics Rates

WM provided the City and R3 with commercial organics rate calculations, including three different container size options (35-gallon, 64-gallon, and 96-gallon carts). R3 reviewed the calculations submitted by WM for mathematical accuracy, and for consistency with our understanding of the services to be provided.

Following our initial review, R3 provided comments to WM staff regarding the various assumptions and calculation methods used in WM's calculations of the organics rates. WM then provided updated organics rate calculations, which addressed all of R3's comments and concerns. Table 1 on the following page shows the updated commercial organics customer rates developed by WM.

Table 1
Commercial Organics Customer Rates

Cart Size	Monthly Customer Rate
35-gallon	\$21.50
64-gallon	\$29.20
96-gallon	\$37.70

These rates are slightly higher than WM's commercial cart rates for garbage collection service,¹ which is reasonable given the higher cost for disposal of mixed organics at the Yolo County Landfill. The following assumptions were used in developing the final commercial organics cart rates:

- Collecting commercial organics carts will have similar operational costs to WM's current residential organics collection, as the new commercial carts will be collected as part of WM's existing routes for residential organics containers;
- Initial disposal costs for commercial organics will be based on the current mixed organics tipping fee at the Yolo County Landfill (\$52.00 per ton), with the disposal portion of each commercial organics rate adjusted going forward in the same manner as other customer rates (i.e., based on the percentage change in tipping fees); and
- The density of commercial organic material is approximately 400 pounds per cubic yard on average (commercial organics are a relatively heavy material type due to high concentrations of food waste).

Recommendation

We recommend that the City accept WM's revised commercial organics rate calculations, as shown in Table 1 above, with these rates to be added to the approved customer rate schedule via a formal amendment to the current Agreement between the City and WM.

¹ WM's proposed commercial garbage rates effective January 1, 2017 are \$26.97 per month for a 64-gallon garbage cart, and \$34.10 per month for a 96-gallon cart. There is currently no commercial 35-gallon garbage rate.

Roberta Childers

From: David Pinter <DPinter@r3cgi.com>
Sent: Wednesday, November 23, 2016 9:40 AM
To: Roberta Childers
Cc: Richard Tagore-Erwin; Rosie Ledesma
Subject: Commercial Organics Review
Attachments: R3 Commercial Organics Review 112316.pdf

Hi Roberta,

Attached please find a short memo summarizing our review of WM's commercial organics rates. Let me know if this works for you – I'd be happy to update the memo if needed.

The commercial organics rates that Jonathan provided Monday are a bit lower than the previous calculation, which is good, and is what I was expecting after the comments I provided. They are still a tad higher than the commercial garbage rates for the same size of container, but that is to be expected given the higher tipping fee for organics at Yolo County Landfill.

Also – I didn't include this in the memo, but I took a quick look at the proposed 8 cubic yard garbage rates, and they appear to be in line with the rate structure of WM's other commercial bin rates. Specifically, the cost per cubic yard for the 8 yard bins represents a slight cost savings compared to the next size down (6 cubic yards), which fits with the trend of their rates for other bin sizes.

Please feel free to call me if you would like to discuss.

Have a Happy Thanksgiving!

David Pinter
R3 Consulting Group, Inc.
1512 Eureka Road, Suite 220
Roseville, CA 95661
Office: (916) 782-7821
Cell: (916) 580-5450
Fax: (916) 782-7824
dpinter@r3cgi.com

— Please consider the environment before printing this email —



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 6.
SUBJECT: Community Services Department Quarterly Status Report for the period of July 2017 through September 2017

Recommendation for Action:

Staff recommends that the City Council accept the Community Services Department's Quarterly Status Report.

Staff Contact:

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

Fiscal Impact:

None- for information only.

Background:

This quarterly status report covers the period of July 2017 through September 2017. The report presents a summary of recreation and senior programming, events, affordable housing, the community development block grant entitlement program, parks and recreation facilities operation and maintenance, and urban forestry. This report also contains a narrative description of major work performed and/or notable Department highlights.

Conclusion:

Staff recommends that the City Council accept the Community Services Department's Quarterly Status Report.

Prepared By: Kris Bain, Community Services Manager

Reviewed By: Christine Engel, Community Services Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Quarterly Status Report	10/10/2017	Backup Material

Community Services Department Quarterly Report: July-September 2017

The following provides a summary of the Community Service Department's programs, activities, and events for July-September 2017. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document.

Quarterly Highlights

- The Summertime Fun Club program had 247 participants within three park sites and twenty-five volunteers accumulated over 1,900 hours in community service time.
- Twenty-three Teens Helping Seniors participants completed 125 jobs, serving 89 seniors and amassed over 800 hours in community service time.
- The Summer Teen Pack filled to capacity (40 participants) during each of the 7 weeks of the program. The Drop-In Teen Pack program was offered for 3 weeks and had 140 sign-ins.
- The 5-day Outdoor Adventure program took 38 participants to Yosemite, of which 14 received a scholarship and 29 had never been to Yosemite.
- The Dive-In Movie Night held at the pool had about 550 in attendance.
- Senior Center programs and events totaled over 10,600 in participant hours.
- The City collaborated with UC Davis and the Woodland Tree Foundation to host a tree planting in Pioneer Park for Mandela Washington Fellows for Young African Leaders.
- Park projects included: court resurfacing at Ferns Park, installation of additional portable fencing at the Sports Park, and construction of retaining walls near the bleachers at the Sports Park.



Dive-In Movie Night

Program Marketing

During this reporting period, the Department used the following marketing efforts to promote the recreation program offerings as well as community events and senior programs.

- Social Media: The Department utilizes Facebook and Instagram to advertise upcoming events and recreation programs.
- Special Events: Staff attended the monthly Food Truck Mania in August to promote upcoming programs. The Rec2Go van also attended several events at Farmer's Market, Bayside Movie nights, and National Night Out activities. Other events Rec2Go attended include Plainfield's Back to School Night, a Costco Health and Safety Event, the Yolo County Baby Shower and it offered activities at various parks and other locations throughout Woodland.
- Direct Marketing: Staff directly marketed events and activities onsite to students and parents of Lee and Douglass Middle Schools. Flyers, posters, and banners were distributed directly to new middle school students during orientation, Back to School Nights, and P.E. classes. To increase awareness of the mobile recreation program, Rec2Go staff reached out to the neighborhoods of the parks for upcoming visits (going door-to-door).

Facilities

Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to both generate revenue for the City of Woodland and provide a location for community events. Types of rentals held at the Community Center include: meetings, parties (bridal and baby showers), weddings and receptions, quinceañeras, and several business meetings. July-September reservations of the facility are shown below.

	General Facility Rentals <i>Includes rentals receiving discounts</i>	Facility Rentals <i>with Fees Waived</i>
Number of Rentals	41	3
Approximate Participants	2,360	300
Total Fees	\$6,385	\$1,750 (waived)

Tournaments

Tournament rentals are available for the Sports Park Complex. Local tournament directors have the first choice of dates for the following year during the tournament weekend allocation period each August. All of the available weekend dates during July and August were reserved for tournaments (during September fields are used for soccer games). During the first quarter, the Sports Park was reserved for youth baseball and softball tournaments.

Tournament Rentals of Sports Park	
Number of Rentals	9
Number of Teams	225
Total Fees Collected	\$35,700

Field Allocation

Players Fees

Youth organizations use city-owned fields for practices and games for soccer, baseball, and softball. Youth sports that used City of Woodland fields reported 1,351 youth players during the fall season of 2017 (306 baseball players and 1,045 soccer players). Historically, “Player Fees” have been charged to each organization to cover the cost for use of the field for practices. With the passage of Measure J, the “Player Fees” for Woodland residents have been waived for all youth organizations saving the organizations \$21,140 during the fall season. Those participating with youth organizations who do not reside within city limits are deemed non-residents and pay \$37 per player per season.

League/Club	Players	Resident Players	Non Residents Players	Non Resident Fees	Resident Fee Waived (Measure J)
Girls Fast Pitch	75	66	9	\$333	\$1,320
American Legion	18	10	8	296	\$200
Little League	130	109	21	\$777	\$2,180
Babe Ruth*					
YMCA	391	330	61	\$2,257	\$6,600
DASA	202	79	123	\$4,551	\$1,580
WSC	452	387	65	\$2,405	\$7,740
Cal Ripken	83	76	7	\$259	\$1,520
League Total	1,351	1,057	294	\$10,878	\$21,140

* Unreported roster information

Parks

Parks and urban forestry projects during this reporting period include:

CalFire Urban Forestry Grant

The City received the signed contract for the CalFire Urban Forest Management Plan and Community Tree Planting Project. Staff is in the process of executing contracts with the Woodland Tree Foundation and Davey Resource Group to initiate work for the CalFire grant. A significant component of the Urban Forest Management Plan requires having an updated tree inventory. Therefore, the Urban Forest Group has been working diligently to update tree data for the over 15,000 trees in the inventory. Staff is also in the process of selecting dates for the first round of tree planting on private and public lands.

Hiddleson Demolition and Park Reuse Project

The City received bids for the demolition of Hiddleson Pool (bid opening was conducted on September 7). On September 19, the City Council approved a bid award to Resource Environmental, Inc. for \$120,000 to demolish the pool. It is anticipated that this work will commence in October with completion by the end of the year. Staff will be recommending possible

reuse options after the demolition has occurred (at this time we will have a better understanding of the remaining funds available for reuse).

Mandela Washington Fellows Tree Planting

The City hosted a tree planting, organized in collaboration with the Woodland Tree Foundation and UC Davis, for Mandela Washington Fellows for Young African Leaders. This event took place at Pioneer Park on July 13 and included the planting of 30 trees. This is the second year the fellows have planted trees in Woodland. Following the tree planting, the Fellows enjoyed lunch at Steve's Place.

Charles Brooks Community Swim Center

The pool facility was closed from August 19-26 for annual maintenance. The pool was fully operational and open on September 5. The pool was drained and refilled to remove dissolved solids that had built up. The filtration system had been maintained, but required several repairs, such as decalcification of the filter grids, replacing a large check valve that had failed, and repairing a leaking pipe.

Additionally, other cosmetic repairs were made including restoring locker room benches, painting of the locker rooms, replacing a sink in the men's bathroom, adding soap dispensers adjacent to all the sinks at the facility, pressure washing of the showers, and painting all facility picnic tables. Staff utilized this time to make countless small repairs to the facility that are difficult to accomplish when the facility is being utilized by patrons.

Crawford Park

The walking pathway around Crawford Park is heavily used by the public. Decomposed granite was brought in and leveled on the path to help with drainage issues.

Ferns Park

As the temperatures began to rise, there was a demand for places within the City to cool off and after some consideration; the water feature at Ferns Park was repaired and reopened on June 23.

Additionally, staff received a request to repair the old tennis courts at Ferns Park (there were cracks in the surface). Staff was able to make the repairs to create a more usable surface for the users.

Harris Park

After casting 114 votes over a three-hour period on Saturday, August 26, Woodland residents selected the design for new play structure equipment that will be installed at Harris Park. The new equipment includes three separate features: a large dome-shaped cable system climber, a medium-sized play structure with a spiral slide and multiple climbing accesses, and two swings. In addition, the budget for the project will allow fitness stations to be installed at Harris Park along the walking path. Residents were given three design options to review and voted by placing stickers on their favored design. The new play equipment will replace equipment that is approximately 25 years old and designed for children in the age range of 5–12. Installation of the new play equipment and the fitness stations will occur by June 30, 2018. Funding for the project is being provided through a \$149,125 Housing Related Parks Program grant awarded the City in 2016.

Klenhard Park

Through discussions with Cal Ripken representatives and inspections at the facility, several improvements have been noted that need to occur. Recently, staff repaired the eaves on the restrooms that had dry rot. Staff has been working with Cal Ripken to determine a new process for storing scoreboard controllers. The controllers were losing connection to the scoreboards, and it was found that the existing wires and controllers had been exposed to inclement weather, causing them to not operate correctly. Wireless controllers have been purchased and will be stored in an area where they will not be exposed to inclement weather. Staff is working with Cal Ripken to train them on proper use and storage of the controllers.

Woodland Sports Park

During the last fiscal year, the City was able to purchase portable fencing for Field B. The fencing was delivered requiring some assembly by staff. (This was the last of all the fields to not have a moveable fence). The fencing makes the fields more versatile for multiuse sports, allowing them to be leased on a regular basis. One additional project at the Sports Park that was recently completed is the construction of retaining walls at Field C, near the grand stands. The addition of the walls will prevent bark and soil from entering the fields during heavy rain, as well as assist with general drainage issues.

Woodside Park

Carole Pirruccello, a co-trustee of the John & Eunice Davidson Foundation has been working with staff to donate additional funds for workout equipment and two new teeter-totters for the playground at Woodside Park. The workout equipment will include pull-up bars, step-ups, a rope climb, pushup bars, dip station, balance beams, and much more. The equipment will be replace the existing equipment at Woodside Park on the northeast side of the park that is in need of upgrading.

Events

Event	Event Date	Total Participants	Participant Hours	Fees Collected
4 th of July Celebration	July 4	Over 3000	Over 3000	Free Program
Dive In Movie Night*	Aug. 11	550	1,650	Free program
Total Participants		3,850	4,650	\$0

**Event made possible by Measure J*



Fourth of July

Aquatics

All aquatic programs are held at the Charles Brooks Community Swim Center. Aquatics programming is available for children as young as six months old through seniors and includes swimming lessons, lifeguard training, recreation swimming, recreation swim teams, lap swim and water aerobics. Summer programming at the pool ran through August 18.

Aquatics Program	Total Participants	Participant Hours	Fees Collected
Junior Lifeguards	21	2,688	\$3,150
Public Swim (Measure J)	13,315	39,945	N/A
Lap Swim & Water Aerobics	1,327	1,990	\$2,710
Pool Reservations Private League Reservations	3,000	n/a	\$13,910
Swim Lessons Spring & Summer Sessions	800	3,200	\$80,448
Swim Lessons Fall Sessions (Measure J)	23	92	\$1,380
Woodland Swim Team (rental)	900	n/a	\$8,080
Woodland Wreckers Swim Team	115	n/a	\$15,188
Total	19,501	47,915	\$124,866

Youth & Teen Recreation

A variety of youth and teen recreation programs are offered by the Department year-round; however, the majority of the programs are offered during the summer. In addition to the programs listed below, please refer to the Contract Classes section for other program offerings that are available for youth and teens.

Youth Recreation Program	Total Participants	Participant Hours	Fees Collected
After School Teen Pack (Measure J)	1,654	4,049	Free Program
Baby & Me (Measure J)	113	113	Free Program
Boxing Club (partial Measure J)	2,100	3,150	\$3,473
Night Hoops (Measure J) *	581	872	Free Program
Outdoor Adventure Trip to Yosemite (Measure J)	38	3,648	\$5,491
Rec2Go (Measure J)	2,838	7,360	Free Program
Summer Teen Pack weekly (Measure J)	290	11,985	\$9,044
Summer Teen Pack daily (Measure J)	120	1,020	\$12,737
Summer Time Fun Club	254	4,410	\$97,046
Summer Time Fun Club Volunteer	25	1,939	\$625
Teens Helping Seniors	23	863	\$595
Toddler Time	17	68	\$275
Total	8,053	39,477	\$129,286



Summertime Fun Club



Teens Helping Seniors

Contract Classes

The City contracts with outside (special interest) instructors to teach a variety of recreation and leisure classes for participants of all ages. With the exception of tennis, the City retains 30% of the fees collected for each class (in addition to non-resident fees). The City retains 10% of the fees collected for the tennis program.

Contract Class	Total Participants	Participant Hours	Fees Collected	Expenses	Net Revenue
All Good Driving School	1	8	\$40	\$28	\$12
Art with Emily	12	128	\$1,088	\$762	\$326
Bollywood Mix	13	136	\$1,128	\$790	\$338
Cello Tennis Academy	125	653	\$8,046	\$7,241	\$805
Country Western Line Dance	15	45	\$90	\$63	\$27
Dynamic Dancing	36	139	\$1,398	\$931	\$467
Jujitsu	1	8	\$35	\$25	\$11
Karate	24	240	\$680	\$476	\$204
Kidz Love Soccer	10	50	\$1,165	\$801	\$364
Mad Science	10	150	\$1,523	\$1,015	\$508
MayoFit	2	6	\$60	\$42	\$18
National Academy of Athletics	9	45	\$1,480	\$1,036	\$444
Pilates	21	168	\$625	\$438	\$188
Playwell Engineering	36	540	\$5,879	\$4,092	\$1,786
Stepping Out	17	136	\$650	\$455	\$195
Yoga	45	180	\$865	\$595	\$270
Total	377	2,632	\$24,752	\$18,790	\$5,963

Adult Sports

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. Drop-in basketball (open gym) numbers are not reported, however, participation for the other programs is listed below.

Sport	Total Participants	Participant Hours	Fees Collected
Basketball (fall league)*			Season in progress
Softball (summer league)	940	7,520	\$17,600
Softball (fall league)*			Season in progress
Volleyball (fall league)*			Season in progress
Volleyball (open gym)	168	504	\$541
Total	1,108	8,024	\$18,141

* Season in progress, data will be reported at the completion of the season

Seniors

Programs at the Woodland Senior Center include art classes; exercise classes; games; leisure programs and activities; education resources; support groups, and special events resulting in a total of 10,652 participant hours during the first quarter.

Senior Programs

Programs	Total Sign Ins	Participant Hours	Fees Collected
Art Classes	490	812	\$303
Exercise Classes	3,123	3,471	\$880
Games	1,316	2,815	Free Program
General Programs	2,443	2,093	\$0
Education/Resources	207	380	Free Program
Support Groups	164	328	Free Program
Special Programs	73	73	Free Program
Total	7,816	9,972	\$1,180

Senior Events

Events	Date	Participants	Participant Hours
Volunteer Appreciation Dinner	August 17	160	320
Hand & Foot Card Party	August 26	40	160
Senior Potluck	September 28	100	200
Total		300	680



2017 Outstanding Senior Volunteer Recipients

Grants and Housing

In addition to implementing recreation and senior programs, the Community Services Department also implements the Community Development Block Grant Entitlement program, grants for non-profit organizations, and affordable housing programs. The highlights of these programs for the first quarter are provided below.

Community Development Block Grant (CDBG) Program

The City Council in July approved the Fiscal Year 2017/18 CDBG Action Plan with funding of nearly \$503,000 allocated to infrastructure activities, public services, and administration. The U.S. Department of Housing and Urban Development (HUD) is reviewing the Action Plan and it is anticipated that HUD will approve the plan by early October.

Infrastructure Activities	Amount Funded
Yolo Family Service Agency Onsite Therapeutic Playground	\$22,147
Yolo Wayfarer Center Shelter Courtyard	\$42,000
City of Woodland ADA Accessibility Project	\$180,000
St. John's Retirement Village, Inc. New Roof Building 515-516	\$22,770
New Hope Community Development Corp. Cottonwood Meadows Siding/Stairwell Phase 2	\$60,000
Total funded	\$326,917

Public Services	Amount Funded
Planned Parenthood Mar Monte Teen Success	\$8,000
Northern California Children's Therapy Center Project Hope for Children	\$7,500
Yolo Community Care Continuum New Dimensions Supported Housing	\$9,500
Yolo Wayfarer Center DBA Fourth and Hope Emergency Shelter Services	\$11,000
Short Term Emergency Aid Committee Woodland Homeless Prevention Program	\$4,942
Empower Yolo Shelter Services	\$8,500
Meals on Wheels Yolo County Home Delivered Meals Program	\$10,000
Yolo County Children's Alliance MediCal & CalFresh Enrollment & Retention	\$6,000
Legal Services of Northern California Fair Housing Services	\$10,000
Total funded	\$75,442

Continuum of Care Grants (CoC) Competition

In August, the City in coordination with Fourth & Hope submitted four grants through HUD's 2017 Continuum of Care competition in the cumulative amount of \$292,572. Fourth & Hope will use the grants for its permanent supportive housing programs that serve homeless families and individuals.

Homeless Outreach

The City began contracting with Fourth & Hope in July 2016 for homeless outreach services and concluded the project in June. Results of the project are detailed in the following table.

Homeless Outreach Results

Service	Outcome
Assessment (VI-SPDAT)	156 individuals received assessments
Overnight Shelter	77 individuals received overnight shelter services
Day Services/Outreach (show, laundry, hygiene kit, phone, mail, and referrals)	149 individuals received day/outreach services
Intensive Case Management	71 individuals received case management
Residential Treatment	6 individuals enrolled in residential treatment
Housing Stability	26 individuals were stably housed

Partnership HealthPlan of California's Innovation Grants on Housing RFP

PHC this summer released an RFP to support projects that will expand access to housing for Medi-Cal members enrolled with PHC. PHC has allocated \$25 million for one-time funding opportunities that will support the health and health care needs for its Medi-Cal members in the 14 counties PHC serves. Approximately \$2.3 million is available in Yolo County and the City of Woodland is eligible for \$679,971 in grant funding. Yolo County submitted a grant application in August on behalf of the cities of Woodland, West Sacramento, and Davis. The Woodland projects include two components.

Housing First Pilot Project – The City will purchase one to two residential units to house chronically, unsheltered homeless adults on an interim basis; provide wraparound services in partnership with other partners; and help enable participants to transition to longer term housing arrangements including but not limited to permanent supportive housing.

Housing Facilitation Project – The City will provide pre-development funding to Woodland non-profits: Friends of the Mission (FOM) and Woodland Opportunity Village. FOM will be assessing the viability of a vacant parcel for a future permanent supportive housing development while Woodland Opportunity Village will conduct a site selection analysis to find a location to accommodate development of a “micro housing” units on a one-acre site for chronically homeless individuals and couples.

Affordable Housing Projects

The City Council on June 20, 2017 approved a \$1,500,000 57-year term residual receipts loan for the Mutual Housing at Spring Lake Phase 2 project. The affordable housing development will result in the construction of 39 units for farmworker families. Mutual Housing applied for tax credits in June and a successful application will allow Phase 2 construction to start in the spring of 2018. Previously, the City provided a \$350,000 pre-development loan for the overall development and a \$910,000 57-year term residual receipts loan for construction of the initial 61 farmworker units.

First Time Homebuyer Program

The City continues to work with eight families participating in its first time homebuyer program. Once of the families is going through income determination and two families expect submit pre-applications for income determinations in the fall.

Participant Hours Calculation

The Community Services Department measures programs through “participant hours”. Participant hours are a calculation of total program hours multiplied by the total number of unique participants within a program. Total participant hours reports how much time participants spend within each program. The measurement breaks down to 1 person x 1 hour = 1 Participant Hour. It should be noted that a higher number of participant hours is not, by itself, a measurement of greater program success compared to the participant hours of another program.

Participant Hours (PH) is calculated by:

Drop In Programs: 1 Class meeting (in hours) x Total sign ins

Examples include Water Aerobics & Lap Swim, Badminton, and Night Hoops

Classes/Camps/Leagues: Total unique participants x total class time (in hours)

Examples include: Swim Lessons, Mad Science

Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)

Examples include: Teens Helping Seniors, Teen Pack

Event: Total Attendants x Average Time

Examples include: ReXpo, 4th of July

Participant hours and participants in this report are listed for the three month reporting period; therefore if 100 participants are listed, the 100 refers to the total participants for the three month period and could double or triple count the same participants if they participated each month (i.e. drop in volleyball).



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 7.
SUBJECT: Second Reading and Adoption of Ordinance Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and the Ordinance Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities

Recommendation for Action:

Staff recommends that the City Council adopt Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and the Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

Staff Contact:

Adam Devlin, Senior Accountant, (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact:

The additional special tax revenue generated by levying the annexed territory to the Community Facilities District 2004-1 will be used to pay for debt service on outstanding Mello Roos bonds in Spring Lake. The land will not be considered taxable until Building Unit Allocations (BUAs) are accepted. The special tax revenue generated by levying the annexed territory to the Spring Lake Maintenance Community Facilities District will be used for Sports Park maintenance.

Background:

At its October 3, 2017 meeting, the City Council introduced and waived the first reading and adopted by title only ordinances levying and apportioning the special tax in the annexed territory to the Community Facilities District 2004-1 and the Spring Lake Maintenance Community Facilities District.

Conclusion:

Staff recommends that the City Council adopt Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Community Facilities District 2004-1; and the Ordinance No. _____, Levying and Apportioning the Special Tax in the Annexed Territory to the Spring Lake Maintenance Community Facilities District.

Prepared By: Adam Devlin, Senior Accountant

Reviewed By: Kimberly McKinney, Finance Officer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Woodland (Annex 3) Spring Lake CFD 2004-1 (Facilities) - 2017	10/10/2017	Ordinance
Woodland (Annex 3) Spring Lake Maintenance CFD - 2017	10/10/2017	Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
LEVYING AND APPORTIONING THE SPECIAL TAX IN
TERRITORY ANNEXED TO THE
CITY OF WOODLAND COMMUNITY FACILITIES DISTRICT
NO. 2004-1 (SPRING LAKE)

Annexation No. 3

WHEREAS, City Council (the “City Council”) of the City of Woodland (the “City”) has established Community Facilities District No. 2004-1 (Spring Lake) (the “CFD”) pursuant to Resolution No. 4559, duly adopted on June 22, 2004, for the purpose of providing financing for the design, construction, and acquisition costs of certain public facilities in and for the City;

WHEREAS, the City Council duly adopted Resolution No. 6940 (the “Resolution”) on October 3, 2017, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein;

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on October 3, 2017, the qualified electors of such territory authorized the levy of the special tax described in the Resolution;

WHEREAS, the City Council duly adopted Resolution No. 6939 on October 3, 2017, wherein the City Council determined that the territory proposed to be annexed was added to the CFD.

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the Finance Director during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim

within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, within fifteen days after adoption by the City Council, pursuant to Government Code section 36933(a).

PASSED AND ADOPTED by the City Council on this 17th day of October 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
LEVYING AND APPORTIONING THE SPECIAL TAX IN
TERRITORY ANNEXED TO THE
CITY OF WOODLAND
SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT

Annexation No. 3

WHEREAS, City Council (the “City Council”) of the City of Woodland (the “City”) has established the Spring Lake Maintenance Community Facilities District (the “CFD”) pursuant to Resolution No. 4622, duly adopted on March 22, 2005, for the purpose of funding maintenance services for the sports park that serves the area of the CFD;

WHEREAS, the City Council duly adopted Resolution No. 6942 (the “Resolution”) on October 3, 2017, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein;

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on October 3, 2017, the qualified electors of such territory authorized the levy of the special tax described in the Resolution;

WHEREAS, the City Council duly adopted Resolution No. 6941 on October 3, 2017, wherein the City Council determined that the territory proposed to be annexed was added to the CFD;

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

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the Finance Director during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim

within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, within fifteen days after adoption by the City Council, pursuant to Government Code section 36933(a).

PASSED AND ADOPTED by the City Council on this 17th day of October 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 8.
SUBJECT: Professional Services Agreement with Howell Consulting for
Emergency Preparedness and Disaster Planning Services

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the contract with Howell Consulting in the amount not to exceed \$50,000 for Emergency Preparedness and Disaster Planning Services.

Staff Contact:

Rebecca Ramirez, Fire Chief, (530) 661-5861,

Fiscal Impact:

The proposed contract shall not exceed \$50,000. Funding for this contract was included through a General Fund one-time appropriation in the FY17/18 Adopted Budget.

Background:

Disaster preparedness and emergency planning refer to measures taken to prepare for, and reduce the impact and effects of disasters. In the wake of recent events the responsibility of Cities, Counties, and States to prepare for these events has never been more evident. To support City Council's Major Goal area of "Public Safety - Emergency Planning and Preparedness" we have sought to engage a consultant to be utilized as a senior-level resource with specific City and County emergency planning, training, exercise, and Emergency Operations Center expertise.

Discussion:

Preparedness is defined by DHS/FEMA as "a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response." An effective plan will focus on risk identification, mitigation, preparedness, response, and recovery. The goals will be to limit risk, minimize the impacts of those disasters which do occur, and increase resiliency within our community and our City.

Howell Consulting provides a proven approach based upon best practices gleaned from many emergency preparedness projects for Cities and Counties throughout California. The firm has experience developing Emergency Plans for a variety of City and County departments within the region and has worked directly with Yolo County stakeholders and partners. The firm has a clear communication style that will solicit input from stakeholders and promote collaboration.

In coordination with the Fire Chief and Yolo County Office of Emergency Services (OES) Howell Consulting will complete the following:

- Complete Emergency Operations plan already in draft form
- Work together with City departments to clarify their understanding of their role in the Emergency Operations Center, provide continuous support to those delegated that responsibility. Ensure the Emergency Operations Center readiness for response.
- Assist the Yolo County OES through the JEMS agreement to develop, deliver and execute training and regular exercises for City staff.
- Work with the Fire Chief and the Yolo County OES in the area of Grants management to attain additional

moneys to complete Fire and Emergency Management planning and projects to assist the City in the areas of mitigation, preparedness, response and recovery.

- Complete the City of Woodland Local Hazard Mitigation Plan Community Profile and participate as a representative for the City of Woodland in order to ensure compliance.
- Attend meetings locally and within the region to represent the City of Woodland in order to either gain knowledge to bring back to EOC personnel and to ensure grant compliance.
- Provide the City of Woodland with responsibilities to include the oversight of day-to-day emergency management responsibilities and provide guidance and direct assistance in the areas of: planning, training, preparedness, response, recovery and mitigation.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manger to execute the contract with Howell Consulting in the amount not to exceed \$50,000 for Emergency Preparedness and Disaster Planning Services.

Prepared By: Jeran Ulrich, Administrative Clerk III

Reviewed By: Rebecca Ramirez, Fire Chief



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Howell Consulting Resolution	10/11/2017	Resolution
Howell Consulting Contract	10/11/2017	Contract

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH
HOWELL CONSULTING IN THE AMOUNT OF \$50,000

WHEREAS, the City is responsible for Emergency Preparedness and Disaster Planning; and

WHEREAS, Howell Consulting, an Emergency Management Firm, provides a proven approach based upon best practices gleaned from many emergency preparedness projects for Cities and Counties throughout California; and

WHEREAS, the proposed contract results in a not to exceed cost of \$50,000 to be spent over two years (2017-2019) for Emergency Preparedness and Disaster Planning Service; and

WHEREAS funding in support of this contact is provided in the FY2017/18 annual budget previously approved by the Council.

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute the contract with Howell Consulting in the amount of \$50,000 which is already included in the FY2017-18 budget previously approved by Council.

PASSED AND ADOPTED by the City Council this 17th day of October, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Kara K. Ueda, City Attorney

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR EMERGENCY PREPAREDNESS
AND DISASTER PLANNING SERVICES

CM #	
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This Agreement is made and entered into this 20th day of October 2017 by and between the City of Woodland, a California municipal corporation (“City”) and Howell Consulting (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Emergency Preparedness and Disaster Planning services to public clients and is familiar with the plans of City.

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

C. City desires to engage Consultant to render such services for the Emergency Preparedness and Disaster Planning project (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from October 20, 2017 to October 20, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The

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

2. SCHEDULE OF SERVICES.

2.1 Schedule of Services. Consultant shall perform the Services expeditiously, on an as-needed basis within the term of this Agreement. 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 completion of the Project, 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.

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed fifty thousand dollars (\$50,000) without written approval from the City. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

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

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

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

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

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

6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence

work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

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

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

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

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

6.3 Endorsements.

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

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing

operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

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

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

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

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

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

6.3.2 The policy or policies of insurance required by Section 6.2.3 Professional Liability shall be endorsed, as follows:

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

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

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

reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

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

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
1000 Lincoln Ave
Woodland, CA 95695
Attn: Rebeca Ramirez, Fire Chief

Consultant:

Howell Consulting
12820 Rimfire Drive
Wilton, CA 95693
Attn: Brena Howell

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

11.2 Indemnification.

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

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

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work

knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by

the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that

the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

HOWELL CONSULTING

By: _____
Paul Navzio
City Manager

By: _____
Brenna Howell
Emergency Management Consultant

Attest:

Attest:

By: _____
Ana Gonzalez
City Clerk

By: _____

EXHIBIT “A”
SCOPE OF SERVICES

- Complete the current draft Emergency Operations Plan and related annexes not mentioned above that are already in process through the Yolo County Office of Emergency Services. Assist the Fire Chief in coordination with the City Manager’s Office to complete the needed staff reports and agenda items along with talking points in order to take planning efforts to City Council for adoption.
- Work together with City departments to clarify their understanding of their role in the Emergency Operations Center, provide continuous support to those delegated that responsibility. Ensure the Emergency Operations Center readiness for response.
- Assist the Yolo County Office of Emergency Services through the JEMS agreement to develop, deliver and execute training and regular exercises for City staff annually.
- Work with Fire Chief and the Yolo County Office of Emergency Services in the area of Grants management to attain additional moneys to complete Fire and Emergency Management planning and projects to assist the City in the areas of mitigation, preparedness, response and recovery.
- Complete the City of Woodland Local Hazard Mitigation Plan Community Profile and participate as a representative for the City of Woodland in order to ensure compliance.
- Attend meetings locally and within the region to represent the City of Woodland in order to either gain knowledge to bring back to EOC personnel and to ensure grant compliance.
- Provide the City of Woodland with responsibilities to include the oversight of day-to-day emergency management responsibilities and provide guidance and direct assistance in the areas of: planning, training, preparedness, response, recovery and mitigation.

EXHIBIT “B”

COMPENSATION

The total fixed, “not to exceed” pricing for task delivery and contract support of this project is \$25,000 per year for two years or not to exceed \$50,000.

[***INCLUDE THIS EXHIBIT (AND CORRESPONDING AGREEMENT PROVISION) ONLY IF APPLICABLE; DELETE OTHERWISE. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT THE CITY ATTORNEY IF NECESSARY***]

EXHIBIT “D”

FEDERAL PROVISIONS

[*INSERT ALL FORMS, PROVISIONS AND OTHER REQUIREMENTS
OF THE FEDERAL FUNDING SOURCE***]**



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 9.
SUBJECT: Final Close Out and Reconciliation for the General Plan Update Project (CIP # 07-06)

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, which includes the following actions:

1. Approve Contract Amendment No. 7 to the Professional Services Agreement (CM #000215) for Tschudin Consulting Group, from \$408,850 to \$418,650
2. Approve Contract Amendment No. 8 to the Professional Services Agreement (CM #000219) for Dyett and Bhatia, Urban and Regional Planners, from \$1,169,926 to \$1,172,236
3. Authorize the contribution of \$5,040 from the General Fund (101) to the Capital Projects fund (501) for the General Plan project work; and
4. Authorize a budget augmentation to project #07-06, to cover final consultant and overhead costs, in the amount of \$28,000: \$5,040 Capital Projects Fund 501 and \$22,960 General City Development Fund 510.

Staff Contact:

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

Fiscal Impact:

The project was initially authorized in the amount of \$1,100,000. An additional \$360,000 was approved in the FY 14/15 Adopted Budget to cover the assessment of two equal weight growth alternatives. On November 3, 2015 an allocation of \$120,000 was provided to cover additional analysis. An additional \$342,000 was appropriated in FY 15/16 to complete the General Plan Update project. A final \$28,000 is now being requested in order to close out final consultant contract costs now that the General Plan project and related follow up action are complete. The total final project cost for the General Plan Update Project will be \$1,950,000

Background:

The General Plan project was initiated in October 2012, with the Project Management Services approved on December 18, 2012 and the contract with Dyett and Bhatia approved January 15, 2013. The project was completed and the 2035 General Plan, 2035 General Plan EIR and 2035 Climate Action Plan adopted on May 16, 2017.

Discussion:

Final costs for the General Plan Update Project included the following additional charges for work to complete the environmental documents and final printing of the Plan document. Further, final citywide overhead costs were assessed for the project and included in the final cost reconciliation. The final additional funds needed to close the project is \$28,000, with \$2,310 allocated to Dyett & Bhatia, \$9,800 allocated to Tschudin Consulting and the remaining required to cover City overhead costs as determined through the annual cost allocations.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, which includes the following actions:

1. Approve Contract Amendment No. 7 to the Professional Services Agreement (CM #000215) for Tschudin Consulting Group, from \$408,850 to \$418,650
2. Approve Contract Amendment No. 8 to the Professional Services Agreement (CM #000219) for Dyett and Bhatia, Urban and Regional Planners, from \$1,169,926 to \$1,172,236
3. Authorize the contribution of \$5,040 from the General Fund (101) to the Capital Projects fund (501) for the General Plan project work; and
4. Authorize a budget augmentation to project #07-06, to cover final consultant and overhead costs, in the amount of \$28,000: \$5,040 Capital Projects Fund 501 and \$22,960 General City Development Fund 510.

Prepared By: Cindy A. Norris, Principal Planner

Reviewed By: Ken Hiatt, Assistant City Manager Community and Economic Development



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution for Final General Plan Project Close Out	10/11/2017	Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONTRACT AMENDMENTS WITH TSCHUDIN CONSULTING
GROUP AND DYET AND BHATIA, URBAN AND REGIONAL PLANNERS;
APPROVING THE CONTRIBUTION OF FUNDS FROM THE GENERAL FUND TO
THE CAPITAL PROJECTS FUND, AND AUTHORIZING A BUDGET
AUGMENTATION FOR THE GENERAL PLAN UPDATE PROJECT CIP # 07-06**

WHEREAS, the City of Woodland wishes to close out the General Plan Update project CIP # 07-06 and finds that the Professional Services Agreement Contract with Tschudin Consulting Group, needs to be increased by \$9,800.00 for a total contract amount of \$418,650.00; and

WHEREAS, the City of Woodland wishes to close out the General Plan Update project CIP # 07-06 and finds that the Professional Services Agreement Contract with Dyett and Bhatia, Urban and Regional Planners, needs to be increased by \$2,310.00 for a total contract amount of \$1,172,236; and

WHEREAS, the total General Plan Update project budget will be \$1,950,000 which includes all consultant, staff, legal, and overhead charges associated with the project; and

WHEREAS, an additional budget appropriation of \$28,000 is required to complete all project obligations.

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

Section 1. The City Council hereby authorizes the City Manager to execute Contract Amendment #7 with Tschudin Consulting Group in the amount of \$9,800.00 The City Manager is hereby authorized to make clarifying and confirming changes so long as the dollar amount authorized in the amendment does not change.

Section 2. The City Council hereby authorizes the City Manager to execute Contract Amendment #8 with Dyett and Bhatia, urban and Regional Planners in the amount of \$2,310.00 The City Manager is hereby authorized to make clarifying and confirming changes so long as the dollar amount authorized in the amendment does not change.

Section 3. The City Council hereby approves the contribution of \$5,040 from the General Fund (101) to the Capital Projects Fund (501).

Section 4. The City Council hereby approves an additional budget of \$28,000 (\$5,040 from Capital Project Fund 501 and \$22,960 from General City Development Fund 510) to Project #07-06.

PASSED AND ADOPTED this 17th day of October 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 10.
SUBJECT: Grant Irrigation Line Easement to Bullseye Land Company LLC

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to grant an irrigation line easement to Bullseye Land Company LLC.

Staff Contact:

Chris Fong, Senior Associate Civil Engineer, (530) 661-5972, chris.fong@cityofwoodland.org

Fiscal Impact:

The City is granting an easement to Bullseye Land Company LLC at no cost. City will retain ownership of the land that is the subject of this easement. There is no impact to the General Fund.

Background:

In 2005, the Yolo County Flood Control & Water Conservation District (YCFCWCD), quitclaimed the rights to their water ditch, located in the southern end of the City (see attached figure), to the City of Woodland (City). The YCFCWCD was no longer delivering irrigation water to farmers in the southeastern portion of the City. The City accepted the former water ditch land as it was identified as an ideal location for the City's surface water transmission main. As part of the quitclaim, both parties agreed to grant an irrigation line easement, should a farmer along the former water ditch want irrigation water from YCFCWCD in the future.

Discussion:

Bullseye Land Company LLC (Bullseye), who owns and farms a parcel just east of West Street (and due south of the City limits), has requested to purchase irrigation water from YCFCWCD. The City has worked with YCFCWCD and Bullseye to craft a grant deed whereby the City grants a 3' wide irrigation easement, to Bullseye, for an irrigation line along the southern edge of the City's Water Transmission Main corridor from the YCFCWCD Union Canal to West Street. In anticipation of this easement, the City installed an 18" water line, capped and extending 20' on either side of West Street, when the City constructed the western portion of the Surface Water Transmission Main in 2015.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to grant an irrigation line easement to Bullseye Land Company LLC.

Prepared By: Chris Fong, Senior Associate Civil Engineer

Reviewed By: Brent Meyer, City Engineer

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
C - Resolution	10/11/2017	Resolution
A - Figure	10/11/2017	Exhibit
B - Grant Deed	10/11/2017	Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
GRANT IRRIGATION LINE EASEMENT AND AUTHORIZE THE CITY MANAGER
TO SIGN THE GRANT DEED TO BULLSEYE LAND COMPANY LLC**

WHEREAS, the City of Woodland received a quitclaim from the Yolo County Flood Control & Conservation District (YCFCWCD) the rights to their water ditch as documented in DOC-2009-0024506-00, recorded with the Yolo County Recorder's Office; and

WHEREAS, the City of Woodland agreed to grant irrigation easements in the quitclaimed land, if needed, as a condition of the YCFCWCD quitclaim; and

WHEREAS, YCFCWCD, on behalf of Bullseye Land Company LLC, is requesting an irrigation easement from the City; and

WHEREAS, the City Council wishes to grant an irrigation easement to Bullseye Land Company LLC and authorize its execution by the City Manager 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 grants an irrigation easement to Bullseye Land Company LLC.

Section 2. The City Council hereby authorizes the City Manager to sign the grant deed.

PASSED AND ADOPTED this ____ day of _____ 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

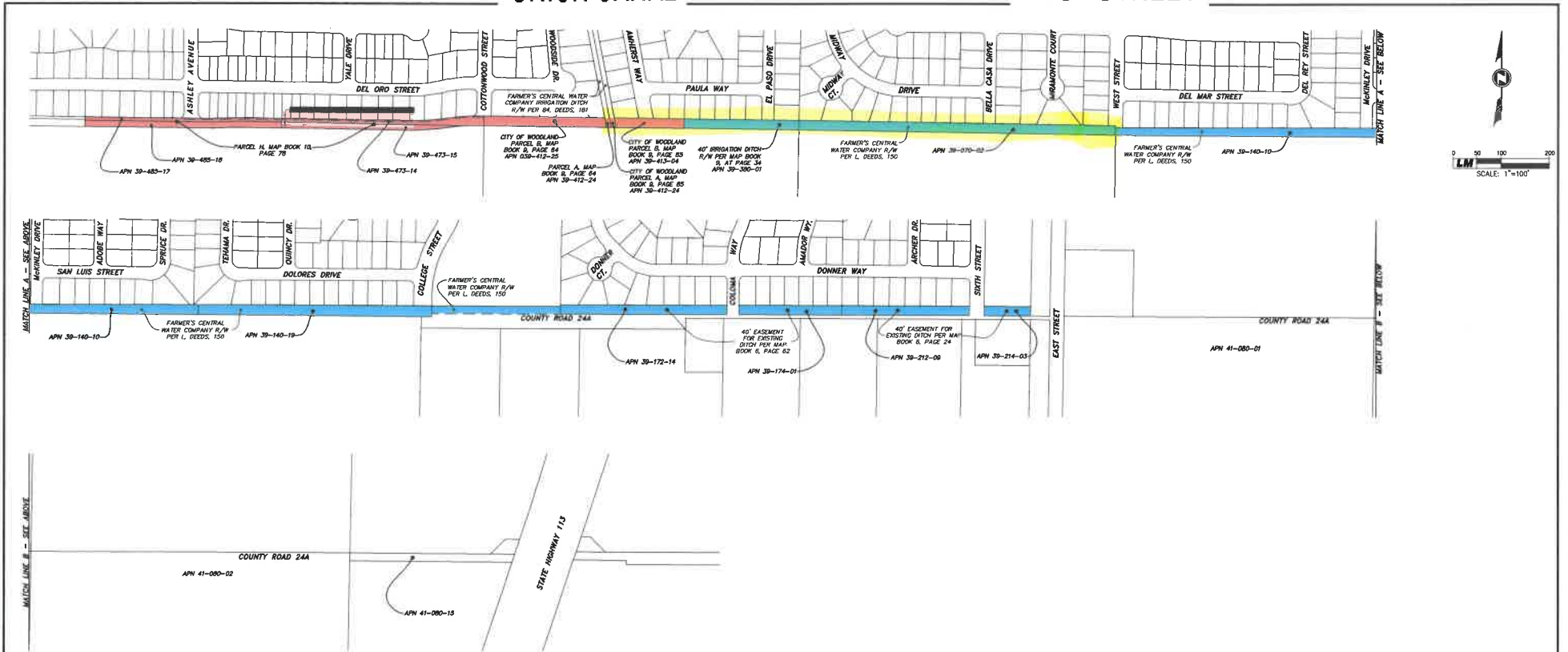
Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

UNION CANAL

WEST STREET



APN 39-485-17
 • CITY OF WOODLAND OWNS FEE TITLE (M.B. 10, PG. 78)
 • P.T.&T. EASEMENT (1261 O.R. 344) WOULD ???

APN 39-485-18
 • CITY OF WOODLAND OWNS FEE TITLE (M.B. 10, PG. 78)

APN 39-473-14
 • CITY OF WOODLAND OWNS FEE TITLE (M.B. 10, PG. 78)
 • P.T.&T. EASEMENT (1261 O.R. 344) WOULD ???

APN 39-473-15
 • CITY OF WOODLAND OWNS FEE TITLE (M.B. 10, PG. 78)

APN 39-412-25
 • CITY OF WOODLAND OWNS FEE TITLE (M.B. 9, PG. 64)

APN 39-412-24
 • CITY OF WOODLAND OWNS FEE TITLE (M.B. 9, PG. 85)
 • FARMER'S CENTRAL WATER COMPANY IRRIGATION DITCH R/W (84, DEEDS, 181) WOULD ???

APN 39-413-04
 • CITY OF WOODLAND OWNS FEE TITLE (M.B. 9, PG. 85)

APN 39-380-01
 • LARRY KIRKBRIDE (DOC-96-0008949-00)
 • IRRIGATION DITCH R/W (MAP BOOK 9, PAGE 34) WOULD ???

APN 39-070-02
 • ROBERT GRIFFIN
 • FARMER'S CENTRAL WATER DITCH CO. R/W (L. DEEDS, 150) WOULD ???

APN 39-140-10
 • STANLEY DAVIS
 • FARMER'S CENTRAL WATER DITCH CO. R/W (L. DEEDS, 150) WOULD ???

APN 39-140-19
 • STANLEY DAVIS
 • FARMER'S CENTRAL WATER DITCH CO. R/W (L. DEEDS, 150) WOULD ???

COUNTY ROAD 244
 • YOLO COUNTY
 • FARMER'S CENTRAL WATER DITCH CO. R/W (L. DEEDS, 150) WOULD ???

APN 39-172-14
 • WOODLAND REDEVELOPMENT CO.
 • IRRIGATION DITCH EASEMENT (MAP BOOK 6, PAGE 62) WOULD ???

APN 39-174-01
 • WOODLAND REDEVELOPMENT CO.
 • IRRIGATION DITCH EASEMENT (MAP BOOK 6, PAGE 62) WOULD ???

APN 39-212-09
 • MATTHEW GROSS (DOC-95-0002407-00)
 • IRRIGATION DITCH EASEMENT (MAP BOOK 6, PAGE 24) WOULD ???

APN 39-214-03
 • WOODLAND REDEVELOPMENT CO.
 • IRRIGATION DITCH EASEMENT (MAP BOOK 6, PAGE 24) WOULD ???

APN 41-080-01
 • CITY OF WOODLAND OWNS FEE TITLE (DOC-2003-0054038-00)

APN 41-080-02
 • CITY OF WOODLAND OWNS FEE TITLE (DOC-2005-0010645-00)

APN 41-080-15
 • CITY OF WOODLAND OWNS FEE TITLE (DOC-2005-0047270-00)

LM LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING - LAND SURVEYING - PLANNING
 801 CHERRY STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 892-1755
 P.O. BOX 828, WOODLAND, CALIFORNIA 95679 - FAX: (530) 892-4052



**EXHIBIT TO ACCOMPANY
 YOLO COUNTY FLOOD CONTROL
 AND WATER CONSERVATION
 DISTRICT OUTCLAIM DEED
 IN
 CITY OF WOODLAND**

LOCATED IN A PORTION OF SECTION 4,
 TOWNSHIP 9 NORTH, RANGE 2 EAST,
 MOUNT Diablo MERIDIAN,
 CITY OF WOODLAND, YOLO COUNTY,
 CALIFORNIA

SHEET 1 OF 1 OCTOBER 3, 2010

X:\Land Projects\449-113.dwg 113_LaMo_Meikle.dwg

**RECORDED AT THE REQUEST
OF AND WHEN RECORDED
MAIL TO:**

Bullseye Land
Company LLC
PO Box 249
Davis, CA 95617
ATTN: Tim Beeman

This space above for Recoder's Use Only

G R A N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF WOODLAND, A MUNICIPAL CORPORATION

**GRANTS TO BULLSEYE LAND COMPANY LLC, all of that real property in easement
situated in the County of Yolo, State of California, described as follows:**

A 3' wide irrigation easement more particularly described in Exhibit A, A1, A2, B, B1, and
B2 attached hereto and made a part hereof.

Dated this ____ day of _____, 2017 By: _____
Paul Navazio, City Manager

By: _____
Tim Beeman, Bullseye Land Company LLC

"This conveyance is granted on behalf of the City of Woodland pursuant to City Council Resolution
_____, dated this _____ day of _____, 2017"

Dated: _____

Signed: _____
Ana Gonzalez, City Clerk

Exhibit A
3.0' Irrigation Line Easement
for
Bullseye Land Company LLC

Being a portion of Northeast One Quarter of Section 6, Township 9 North, Range 2 East, M.D.B. and M., within the City of Woodland, County of Yolo, State of California, and also being a portion of that parcel of land described in **Document No. 2014-0018554**, said county records being more particularly described as follows:

Beginning at a point on the South line of the Northeast One Quarter of Section 6, from which point the Southeast corner of Lot 57 as shown on that certain map entitled "El Dorado Estates No. 2", filed in Book 9 of Maps at pages 34-35, said county records is distant North 00°53'19" West, a distance of 40.00' feet;

Thence, along said South line, North 89°12'02" West, a distance of 767.15' feet;

Thence, leaving said South line, North 11°09'43" West, a distance of 3.05' feet;

Thence, South 89°12'02" East, parallel to the South Line of the Northeast One Quarter of Section 6, a distance of 767.70' feet; to a point that is South 00°53'19" East, a distance of 37.00' feet from the Southeast corner of Lot 57 as shown on that certain map entitled "El Dorado Estates No. 2", filed in Book 9 of Maps at pages 34-35, said county records;

Thence, South 00°53'19" East, a distance of 3.00' feet to the point of beginning of the herein described parcel of land;

Basis of Bearing for the above described parcel is the South line of Parcel "A" per Book 9 of Maps at Pages 85 filed in the Yolo County Recorder's office.

The above described parcel of land contains an area of 0.0517 acres more or Less

Prepared September 18, 2017 by:



Daniel E. Hoagland, LS 8621



Bullseye Land Company LLC
Job No. 17-148
Revised September 18, 2017

Exhibit A-1
3.0' Irrigation Line Easement
for
Bullseye Land Company LLC

Being a portion of Northeast One Quarter of Section 6, Township 9 North, Range 2 East, M.D.B. and M., within the City of Woodland, County of Yolo, State of California, and also being a portion of that parcel of land described in **Document No. 2014-0018554**, said county records being more particularly described as follows:

Beginning at a point on the South line of the Northeast One Quarter of Section 6, from which point the Southeast corner of Lot 57 as shown on that certain map entitled "El Dorado Estates No. 2", filed in Book 9 of Maps at pages 34-35, said county records is distant North 00°53'19" West, a distance of 40.00' feet;

Thence, thence leaving said South line, North 00°53'19" West, a distance of 3.00' feet;

Thence, South 89°10'47" East, parallel to the South Line of the Northeast One Quarter of Section 6, a distance of 792.41' feet; to a point that is South 00°53'19" East, a distance of 37.00' feet from the Southerly terminus of the Centerline of Bella Casa Drive, as shown on that certain map entitled "Miramonte Subdivision Unit 2", filed in Book 7 of Maps at pages 35, said county records;

Thence, South 00°53'19" East, a distance of 3.00' feet to the point of beginning of the herein described parcel of land;

Basis of Bearing for the above described parcel is the South line of of the Northeast One Quarter of Section 6 per Book 7 of Maps at Pages 35 filed in the Yolo County Recorder's office.

The above described parcel of land contains an area of 0.0545 acres more or Less

Prepared September 18, 2017 by:



Daniel E. Hoagland, LS 8621



Bullseye Land Company LLC
Job No. 17-148
Revised September 18, 2017

Exhibit A-2
3.0' Irrigation Line Easement
for
Bullseye Land Company LLC

Being a portion of Northeast One Quarter of Section 6, and the Northwest One Quarter of Section 5 Township 9 North, Range 2 East, M.D.B. and M., within the City of Woodland, County of Yolo, State of California, and also being a portion of that parcel of land described in **Document No. 2014-0018554 and Document No. 2014-0018555** said county records being more particularly described as follows:

Beginning at a point on the South line of the Northeast One Quarter of Section 6, from which point the Southerly terminus of the Centerline of Bella Casa Drive, as shown on that certain map entitled "Miramonte Subdivision Unit 2", filed in Book 7 of Maps at pages 35, said county records; bears, North 00°53'19" West, a distance of 40.00' feet;

Thence, North 00°53'19" West, a distance of 3.00' feet;

Thence, South 89°10'47" East, parallel to the South Line of the Northeast One Quarter of Section 6, a distance of 525.00' feet; to a point on the East line of the Northeast One Quarter of Section 6, said point also being the Centerline of West Street;

Thence, leaving said East line and Centerline of West Street, South 89°48'43" East, parallel to the South Line of the Northwest One Quarter of Section 5, a distance of 100.00' feet;

Thence, South 00°55'30" East, a distance of 3.00' feet to a point on said South line;

Thence, along said South line, North 89°48'43" West, a distance of 100.00' feet to a point on the East line of the Northeast One Quarter of Section 6 said point also a point on the Centerline of West Street;

Thence, leaving said East line and Centerline of West Street, and along the South line of the Northeast One Quarter of Section 6 North 89°10'47" West, a distance of 525.00' feet to the point of beginning of the herein described parcel of land;

Basis of Bearing for the above described parcel is the South line of the Northeast One Quarter of Section 6 per Book 7 of Maps at Pages 35 filed in the Yolo County Recorder's office.

The above described parcel of land contains an area of 0.0430 acres more or Less

Prepared September 18, 2017 by:

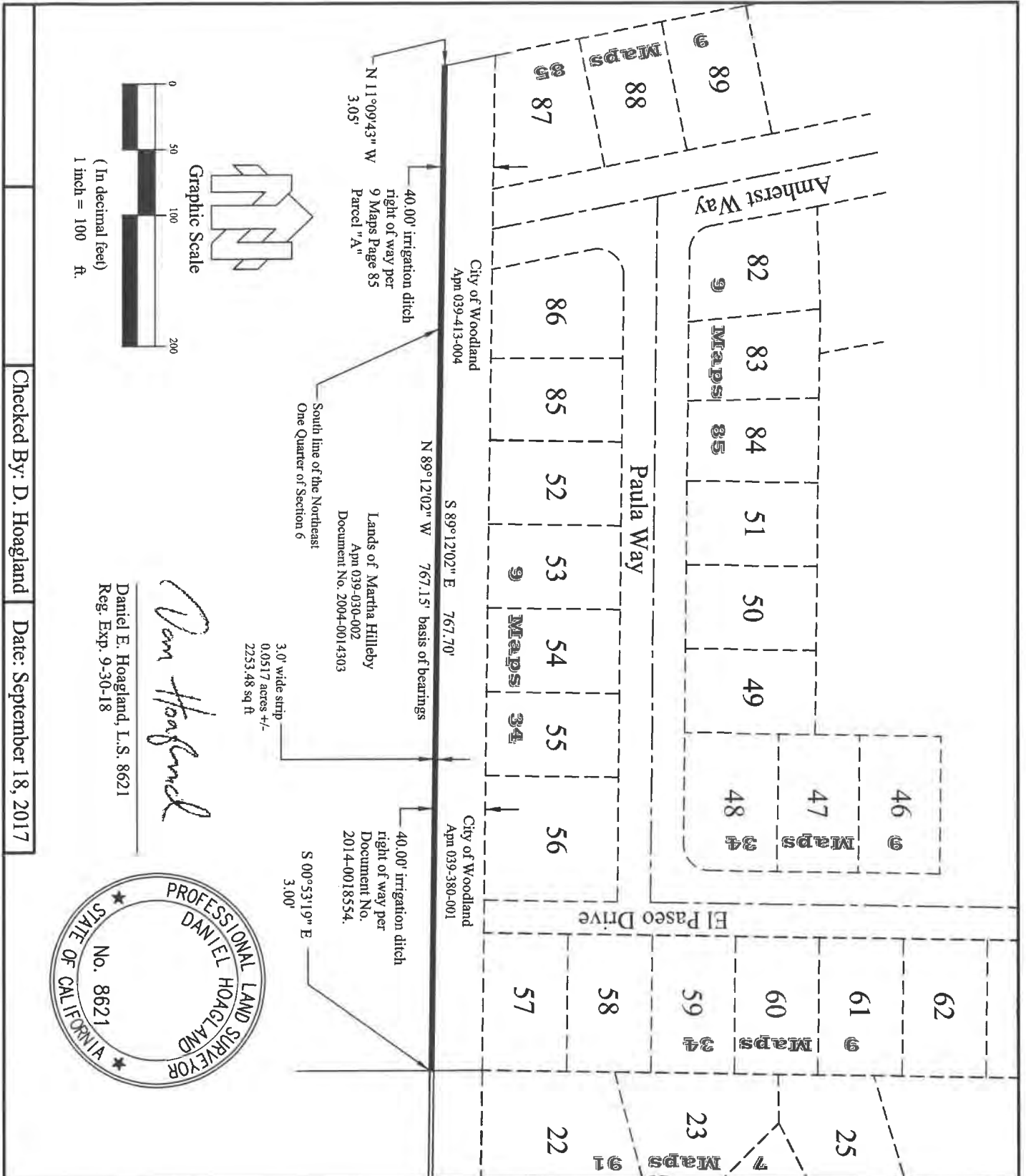


Daniel E. Hoagland, LS 8621



Bullseye Land Company LLC
Job No. 17-148
Revised September 18, 2017

Page 1 of 1

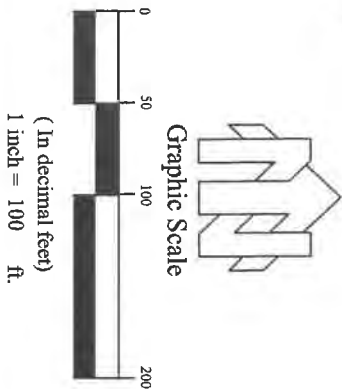


Checked By: D. Hoagland Date: September 18, 2017

Daniel E. Hoagland, L.S. 8621
Reg. Exp. 9-30-18



Project No. 17-148 Exhibit B Sheet 1 of 3	Irrigation Line Easement Exhibit Bullseye Farms 20301 East Street Woodland, California 95776 Being a portion of the Northeast Quarter of Section 6 Township 9 North, Range 2 East M.D.M. City of Woodland, Yolo County, California	Prepared By: Compass Consulting Incorporated 14743 Stinson Drive Grass Valley, California 95949 Voice (530) 210-6398
--	---	---



Daniel E. Hoagland, L.S. 8621
Reg. Exp. 9-30-18



Lands of Janness Family Trust
Apn 039-030-003
Document No. 2014-0006322

40.00' irrigation ditch
right of way per
Document No.
2014-0018554.
S 00°53'19" E
3.00'

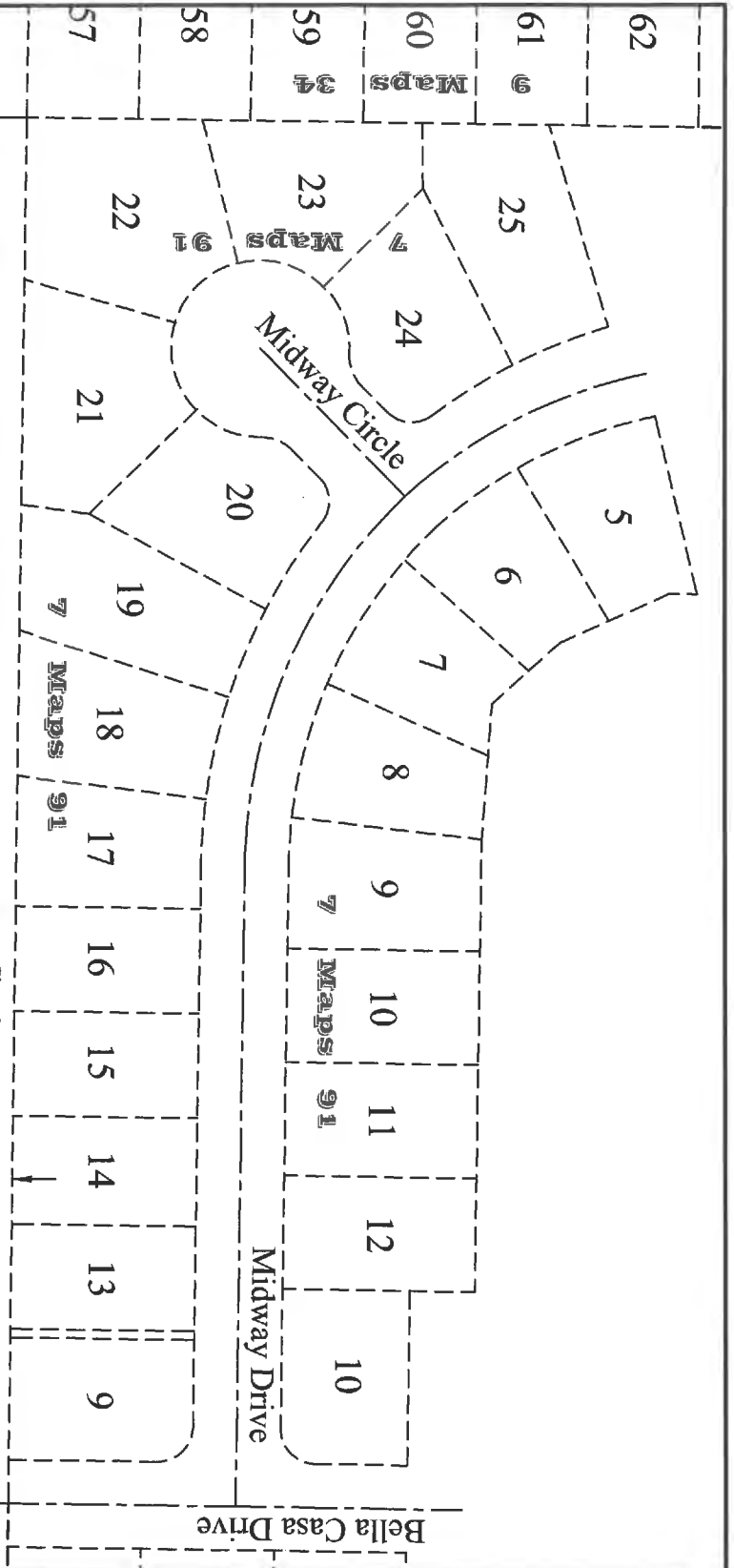
3.0' wide strip
0.0545 acres +/-
2376.25 sq ft

South line of the Northeast
One Quarter of Section 6

N 00°53'19" W
3.00'

N 89°10'47" W 792.34' basis of bearings

S 89°10'47" E 792.41'
City of Woodland
Apn 039-030-002



Checked By: D. Hoagland

Date: September 18, 2017

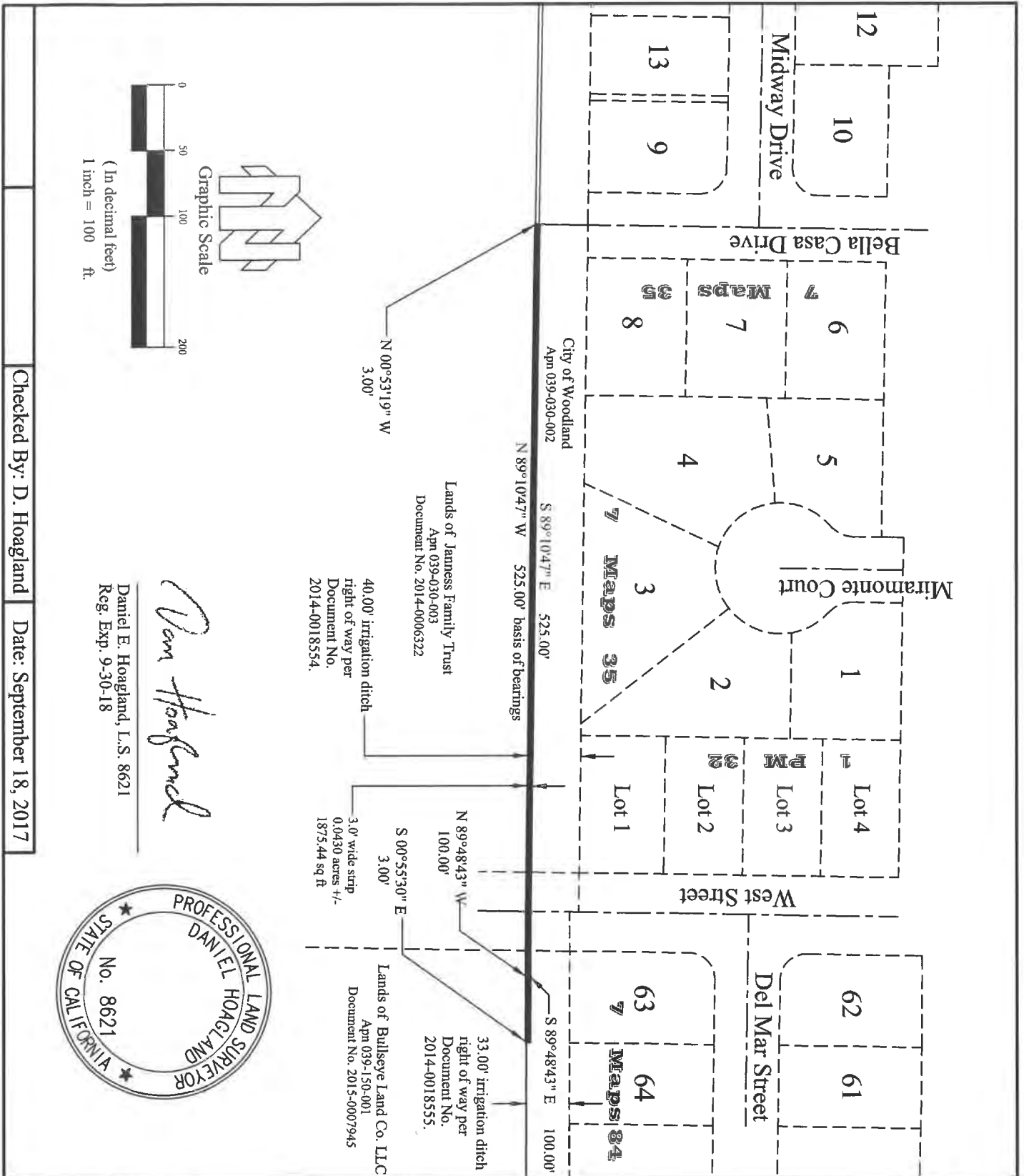
Prepared By:
Compass Consulting Incorporated
14743 Stinson Drive
Grass Valley, California 95949
Voice (530) 210-6398

Irrigation Line Easement Exhibit
for
Bullseye Farms
20301 East Street Woodland, California 95776
Being a portion of the Northeast Quarter of Section 6
Township 9 North, Range 2 East M.D.M.
City of Woodland, Yolo County, California

Project No.
17-148

Exhibit B1

Sheet 2 of 3



Checked By: D. Hoagland Date: September 18, 2017

Project No. 17-148 Exhibit B2 Sheet 3 of 3	Irrigation Line Easement Exhibit Bullseye Farms 20301 East Street Woodland, California 95776 Being a portion of the Northeast Quarter of Section 6 Township 9 North, Range 2 East M.D.M. City of Woodland, Yolo County, California	Prepared By: Compass Consulting Incorporated 14743 Stinson Drive Grass Valley, California 95949 Voice (530) 210-6398
---	---	--



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 11.
SUBJECT: Professional Services Agreement with Madwell for Marketing Services

Recommendation for Action:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the professional services agreement with Madwell for marketing services associated with The Food Front economic development marketing initiative.

Fiscal Impact:

The consultant contract is for up to \$75,000 and will be funded from the existing authorized FY 2017/18 Economic Development Budget including \$37,500 in local hotel assessment funding and \$37,500 in contract services.

Background:

At its September 19th meeting, City Council received a presentation on the city's economic development initiative to grow its food and agriculture economy. As part of that initiative a targeted branding and marketing strategy called "The Food Front" is being developed. The City engaged Madwell consulting firm to assist in the development of the strategy that was outlined in the September presentation. A core component of the strategy is the development of a website that will not only tell the story of the diverse food and ag industry in Woodland but also serve as a resource for existing and prospective companies seeking to grow their business in Woodland and/or do business with companies already located here. The website and social media outlets used to market the food and ag industry will require capturing high quality original photography curated specifically to communicate the diverse and thriving food and ag industry assets in and around Woodland. The proposed contract with Madwell will deliver both the website and photography needed to implement this branding and marketing strategy.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the professional services agreement with Madwell for marketing services associated with The Food Front economic development marketing initiative.

Prepared By: Ken Hiatt, Assistant City Manager

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

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------

Resolution
Professional Services Agreement

10/12/2017
10/13/2017

Resolution
Agreement

RESOLUTION NO. ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH MADWELL FOR MARKETING SERVICES

WHEREAS, the City Council of the City of Woodland has prioritized the growth of the food and agriculture economy as a primary economic development initiative; and

WHEREAS, developing a well designed and articulated branding and marketing strategy focused on Woodland's food and agriculture industry has been identified as a key action necessary to advance this initiative; and

WHEREAS, City contracted with Madwell to assist in outlining the branding and marketing strategy; and

WHEREAS, City Council desires contract with Madwell to assist in implementing this strategy through the development of a website and capturing of photography needed to communicate Woodland's existing strengths and potential for growth in the food and agriculture economy; 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:

1. The City Council hereby approves the agreement and the City Manager is hereby authorized and directed to execute the Agreement subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes, and
2. Copies of the Consultant Services Agreement are attached ; and Copies of the Consultant Agreement for Design Services are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 17th day of October 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR MARKETING SERVICES

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This Agreement is made and entered into this _____ day of October, 2017 by and between the City of Woodland, a California municipal corporation ("City") and Madwell, LLC a Limited Liability Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

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

C. City desires to engage Consultant to render such services for The Food Front Website and Photo shot project ("Project") as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from October 2017 to June 2018, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **seventy five thousand dollars and 00/100 (\$75,000.00)** without written approval of City Manager. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

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

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

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

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

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

6. **INSURANCE.**

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence

work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

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

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

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

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

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

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

6.3 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion,

suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

7.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project.

Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

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

Consultant:

MADWELL, LLC
243 Boerum Street
Brooklyn, NY 11206
Attn: Brigid McEntee

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

11.2 Indemnification.

11.2.1 Scope of Indemnity. Consultant shall indemnify, and hold harmless City and its officials, officers, employees, volunteers, and agents (collectively, the "Indemnitees"), from losses, claims, liabilities, injuries, damages, and expenses, including legal fees, that are allowed by law, and that arise from and/or related to the Consultant's and its sub-consultant's negligent performance of the professional services set forth in this Agreement. City shall hold the Consultant harmless with respect to any inaccuracies, inconsistencies, or omissions contained in the information provided to the Consultant. Consultant shall not be expected to discern any defects, whether latent or otherwise, beyond what may be reasonably discernable in accord with the care and skill ordinarily exercised by other marketing companies in the same geographic location of the project and with similar scope, complexities, and budgets.

11.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors,

officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

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

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

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

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

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

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

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and 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.

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

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

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

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

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

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

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

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

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must

comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

MADWELL, LLC

By: _____
Paul Navazio
City Manager

By: _____
Signature

Name

Title

Attest:

By: _____
Ana Gozalez
City Clerk

EXHIBIT “A”
SCOPE OF SERVICES

FOOD FRONT WEBSITE

CITY OF WOODLAND / AUGUST, 2017

PROJECT OVERVIEW

/ **PROJECT NAME:** Food Front Website

/ **SYNOPSIS:** Madwell will work with The City of Woodland to develop a website for 'The Food Front'.

/ **DELIVERABLES:**

- Interim Landing Page by 9/15
 - One Page w/ Image & Logo
 - Minimal Copy
 - MailChimp Integration
 - Desktop & Mobile Views
 - Design feedback required w/in 24 hours to hit deadline. 1 round of review only
- Final Food Front Website (Technical Details Below)

/ **TOTAL BUDGET:** \$50,000

/ **PRIMARY CONTACT:** Sean Holland | Managing Director | sean@madwell.com | 347.713.7486 x 108

/ **ADDRESS:** 243 Boerum St, Brooklyn, NY 11206 | 1829 Pearl St, Boulder, CO 80302

WEBSITE OVERVIEW

Madwell will design, develop, write copy and launch The City of Woodland's (TCOW) new website, The Food Front. This online experience will help inform, attract and invite entrepreneurial businesses with open arms to the TCOW. We will develop all copy and messaging. Working in parallel with our in-house developers, we will design and develop highly functional website experience.

Primary goal of the website will be to engage and inspire new businesses through promoting the brands that already exist in the city. All of this will be done keeping the established insights from the previous strategy phase as guideposts.

OUR APPROACH

Below we outlined some of our initial thoughts and recommendations. While we suspect these will change and evolve during our discovery period, they serve as a good starting point for our line of thinking. We break down our approach into 3 distinct sections: User Experience & Communication Flow, Design, Copy and Development.

In addition to the deliverables described in this SOW, with any limitations as noted, the Services and Deliverables are based on the below assumptions. Should there be deviations from these assumptions as the engagement progresses, Madwell will communicate the impacts of such deviations, including possible impacts to the timeline and/or budget. TCOW agrees to work in good faith with Madwell's requests for changes of scope if necessary.

USER EXPERIENCE & COMMUNICATION FLOW

A good user experience, created by balancing user needs, technology requirements, scalability and business goals, is the key to happy and engaged site visitors. While our design team's work begins with toying with various aesthetics for the new site, our UX team's work begins with developing a strong site architecture. This structure will allow users to easily navigate the site – whether looking for targeted information, contact forms or just browsing in order to learn more about TCOW and their offerings.

DESIGN & COPY

Upon approval of the wireframes/site architecture, Madwell will build upon our visual ideas using the agreed-upon branding exercises as a reference and guide. Madwell will deliver designs for the homepage first for aesthetic alignment, then up to 4 key pages. The design elements will then be leveraged across all other pages that will then be reviewed in development. Pages that we will be sure to include are as follows:

THE FOOD FRONT PAGE CONSIDERATIONS

Immersive homepage experience

About WFF, Contact Info & Partners / to be defined during UX

Any tertiary pages as needed and within scope to be defined during UX

As designs are finalized and approved by client, our development team will begin to build out the backend framework. Creating the CMS structure as well as identifying template patterns and resolving all technical issues, optimizations and inefficiencies. Then they will begin styling the front end portion of the website to match the design comps in a pixel-perfect manner.

Note: We will perform up to two revision rounds on each deliverable before moving into development. Sign off on each phase will be required before moving on to any subsequent phase and complete design signoff on the individual pages must happen before the start of development. Any edits or changes beyond this approval may incur additional fees and result adjustments to the timeline.

In the following pages you will find a detailed outline of process, deliverables and assumptions.

DELIVERABLES & ASSUMPTIONS:

/ THE FOOD FRONT WEBSITE

- **Madwell will leverage any existing assets or develop new photo/video assets under separate scope to create the site experience for The Food Front. Deliverables include the below:**
 - **Alignment**
 - Client workshop with Ken
 - Re kick-off with the team to get a better understanding of the goals needs and requirements before beginning
 - Competitive / general exploration of other sites and structures
 - **Sitemap**
 - Madwell will develop a sitemap that will detail the content/pages that will live on the The Food Front site. This will show how we recommend the current content to live on the new website
 - Upon approval of the sitemap the content/pages will be broken into batches that will dictate the order in which the wireframing, design, and development will occur. Each batch of pages will go through wireframing, design and development in the order identified
 - During this phase we will need to work closely together with The Food Front and in-house developers to identify the content that we will be leveraging on the website.
 - **Wireframes**
 - The sitemap will be translated into wireframes that will act as a blueprint for final designs.
 - Desktop and mobile wireframes will be provided
 - Will only provide wireframes for tablet if there are significant structural changes necessary
 - Wireframes will be developed using inVision or Zeplin
 - Wireframe batched must be approved prior to the start of the design phase
 - Up to two rounds of review and revision
 - **Design**
 - Post wireframe approval, the brand stories will be communicated through visual page designs
 - Website designs will be reviewed and delivered as a working prototype
 - Designs will be shown on mobile and desktop
 - Designs for tablet will only be shown in the case that there are major design or functional adjustments from mobile or desktop
 - Madwell will be responsible for providing imagery and other photo assets to leverage
 - Madwell will be responsible for designing a new look and feel to enhance the website experience as best as possible
 - Any image usage rights or costs are not included within this scope and will be the responsibility of Woodland The Food Front
 - Up to two rounds of review and revision per page
 - Files will be built using Sketch and or Photoshop
 - In-house development team must sign off on all final designs
 - **Copy**
 - Madwell will create copy to be used against the wireframes and website designs.
 - Prior to starting to develop the copy we will do a light voice and tone audit to ensure that we are refreshing the copy as needed while still staying true to The Food Front brand.
 - Copy will be included on comps where needed and “lorem ipsum” where it is not
 - Up to two rounds of review and revision of copy
 - **SEO Optimization**
 - Website will be optimized for search engines to crawl and index the target for keywords via a sensible site architecture, internal linking and comprehensive sitemaps, HTML optimizations and other important SEO considerations

- **Back End Coding and CMS.**
 - The front end of the website will be developed using HTML5, CSS3, Sass, JQuery, and Javascript. The user experience will be designed for mobile and desktop and create a unified brand presence.
 - Madwell will not be responsible for elements not specifically included in the deliverables. Such as elements include:
 - Localization and language translation
 - Any fees for hosting will be billed to TCOW
 - Madwell will provide recommendation on domains and hosting environments
- **Quality Assurance**
 - Upon the completion of individual pages, Madwell will go through a cross-browser quality assurance testing period. Madwell will use a bug tracking system to log all issues. Once the internal team is confident all issues have been resolved a link will be passed to TCOW to review. Any additional feedback or bugs can be logged at this time. After multiple rounds of testing, Madwell will perform a final QA prior to launch.
- **Technical specification that are supported and will be tested include:**
 - Desktop/laptop computers
 - Current version of IE at time of signature of SOW and two versions back
 - Firefox: Current version
 - Chrome: Current version
 - Safari: Current version at time of signature of SOW and two versions back
 - Tablets
 - iPad: Mobile Safari (iOS 6+)
 - Android Tablets: default browser
 - Smartphones
 - iPhone: Mobile Safari (iOS 6+)
 - Android: Default browser
 - Madwell is not responsible for fixing bugs that occur after Client, any 3rd Party directed by client or partners alters any code or integrates the code with technologies not programmed by Madwell
- **Launch and Post Launch Support**
 - Once Madwell completes a full QA on all pages, the site will be moved from staging to production.
 - For 30 days post launch Madwell will provide the following support:
 - Troubleshooting
 - Bug Fixes
 - CMS Manual / Documentation

ESTIMATED WEBSITE TIMING

- / **CONTENT ALIGNMENT AND SITEMAP (after launch of 'Interim landing page)**
 - o Weeks 1-2
- / **WIREFRAMES**
 - o Weeks 3-6
- / **PAGE / TEMPLATE DESIGNS & COPY (Schedule to be adjusted based on timing of Photoshoot)**
 - o Weeks 6-13
- / **DEVELOPMENT**
 - o Weeks 12-16
- / **FINAL QA PERIOD**
 - o Weeks 15-16
- / **LAUNCH**
 - o Week 16 (Pending any final photo assets)

COSTS

/ **WEBSITE - \$50,000**

/ **PAYMENT TERMS:**

- Website
 - 50% in advance
 - 50% upon completion
 - Due Net 30

/ **MADWELL HOURLY RATES:**

- Tier 1 – Jr. & Mid Level - \$185/hour
- Tier 2 – Sr. & Director Level - \$225/hour
- Tier 3 – Executive Level - \$350/hour

TERMS

Rights - Until tender of full payment by Client, Madwell will retain ownership of the final finished work product and all intellectual property embodied therein. Once Client has tendered full payment hereunder, Client shall own all rights, title, and interests in the final finished work product and all intellectual property embodied therein. As such, Client may use the final finished work product in any way it chooses. Madwell retains ownership of any and all preliminary ideas, concepts, artwork, and other presentation materials that does not become part of the final finished product. Madwell may use any part of the final finished work product in its promotional materials or otherwise only upon prior written approval from Client in each instance of Madwell's use. Any and all pre-existing software, code is and will remain wholly owned by Madwell, however Madwell grants to Client a non-exclusive, world-wide, perpetual and non-transferable right to use such software code to effectuate the deliverable provided herein. Madwell represents that all services will be performed in accordance with and conform to this agreement, applicable law, and applicable industry standards and best practices, and will not infringe or misappropriate any third party intellectual property rights.

Payment - Payment is due upon receipt of invoice and becomes past due after 60 days. Madwell reserves the right to charge a 1.5% per month interest on past due fees. Client will be invoiced for all approved in advance out of pocket expenses. Hours associated with this project are non-transferrable.

Changes - Minor changes beyond the SOW (defined below) will be billed on a time & material basis. Substantial changes to the SOW might require a Change Order to be approved by the Client. No additional work will be performed without the express written consent of the Client in advance.

Timing/Client Responsibilities - Client and Madwell will each designate a primary contact person. Client agrees to use best efforts to ensure the SOW moves at the agreed upon speed. Madwell will not be responsible for delays caused by Client's failure to fulfill its responsibilities in a timely manner. Client represents and warrants that all materials it furnishes to Madwell are original and will not infringe or misappropriate any intellectual property rights and that Client will indemnify Madwell should Madwell suffer losses in reliance on such.

Master Services Agreement: While this document is a formal Statement of Work ("SOW"), the parties might deem it advantageous to execute a full Master Services Agreement ("MSA") to govern the totality of the relationship between the parties. In such an event, this SOW will be deemed incorporated into the MSA, but to the extent of a conflict, the terms of the SOW will govern.

Confidentially - Both parties acknowledge the need for and importance of keeping strict confidence in all matters concerning this business arrangement.

Disclaimer - Madwell shall perform the services in a first-class, professional manner, with the care, skill and diligence, and in accordance with the applicable standards recognized in Madwell's profession or industry, using suitably qualified personnel who are legally permitted to work in the United States, in a manner consistent with industry standards and in compliance with all applicable laws. The services and deliverables will conform in all material respects with the descriptions set forth in this agreement and any agreed upon specifications. Otherwise, Madwell makes no warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular use or purpose. In all circumstances the maximum liability of Madwell to the Client shall be limited to the net fee paid by Client to Madwell. In no event shall Madwell be liable for any lost profits, or loss of business.

ACCEPTED AND AGREED TO

By executing below, both parties agree to the terms of this proposal.

THE CITY OF WOODLAND

/ NAME

/ TITLE

/ SIGNATURE

/ DATE

MADWELL, LLC.

/ NAME

/ TITLE

/ SIGNATURE

/ DATE

WEBSITE PHOTO SHOOT

WOODLAND /SEPTEMBER 13th, 2017

OUR APPROACH

In order to ensure that the images used on the Woodland Food Front new site all have a unified look and feel, Madwell will work with Woodland to organize and execute a photo shoot. We will follow the below process to create a number of assets to be used across the website and the future Woodland brand and marketing needs.

PHASE 1: PRE-PRODUCTION

To start, we will review the wireframes in detail and identify a list of shot that will be used for the website. Outside of website needs we will align on additional “nice to have” images that can be used as additional content. Madwell and Woodland will align on a creative direction for the shoot as well as for individual shot “categories” such as agriculture vs. lifestyle shots. Pre -Production Deliverables will include:

- Shot List Development
 - Identifying a list of shots we will need to have for the website as well as the number of shots that we will capture on day of shoot. Ex.)
 - People
 - Businesses
 - Agriculture
 - Creative Direction and Aesthetic
 - With the list of shots we will align on a creative direction and aesthetic. This creative direction and aesthetic will act as a guide for future Woodland asset creation and ensure that all photos moving forward share the same aesthetic.
 - “Storyboarding” the shots
 - Using the creative direction and aesthetic as a guideline we will build a deck of desired shots as a plan for the days of shoot
- Shoot Planning
 - Once the shot list is defined and we are aligned on the creative vision we will move ahead with planning and coordination of the details needed to bring the vision to life:
 - Locations
 - Any props needed
 - Schedule for day(s) of shoot
 - Any lighting rentals needed
 - Photographer coordination

DELIVERABLE: A detailed shot list and corresponding coordination of all logistics to execute photo shoot.

PHASE 2: PRODUCTION

With all planning locked in, we'll be prepared to execute the shoot. The following Madwell crew will be on set for the full day:

- Design Direction
- Accounts/Production
- Photographer

Our production efforts will cover:

- Logistical coordination as necessary
 - Photographer
 - Photography equipment as needed
 - Props as needed
- Creative Direction
 - Shot Set Ups
 - Lighting
 - Arrangement of props
- Photography
 - Number of photos needed to be defined in pre-production

DELIVERABLE: A two day photo shoot, on location, to be determined in pre-production.

PHASE 3: POST-PRODUCTION

Once we wrap the shoot, we immediately dive into post. Our team will work together to pull selects with the photographer and then work together to either supervise or edit our final chosen shots to be production-ready.

- Selects
- Editing
 - Color Correction
 - Photoshop
- Final File of Number of photos defined

PRICING

For all deliverables listed above including two days of shoot.

Madwell Hours

Design: 43 hours

Production: 34hours

Photographer: 23 hours

TOTAL COST MADWELL HOURS: \$19,420

Hard Costs:

Travel: \$1,600-\$1,800

Hotels: \$1,600-\$1,800

Meals: ~\$700

Rates:

Design: \$185 per hour

Production: \$185 per hour

Photographer: \$225 per hour

MADWELL HOURS: \$19,420

TOTAL WITH HARD COSTS: \$23,320 - \$23,720

PAYMENT TERMS

- 50% billed in advance,
- 50% billed upon completion of shoot
- Payments due net 30

ACCEPTED AND AGREED TO

By executing below, both parties agree to the terms of this proposal.

City of Woodland

/ NAME

/ TITLE

/ SIGNATURE

/ DATE

Madwell, LLC.

/ NAME

/ TITLE

/ SIGNATURE

/ DATE



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 12.
SUBJECT: Appoint Member to Manufactured Home Fair Practices Commission

Recommendation for Action:

Staff recommends that the City Council appoint Ben Cadranal to the Manufactured Home Fair Practices Commission.

Staff Contact:

Ana B Gonzalez, City Clerk, 5306615806, ana.gonzalez@cityofwoodland.org

Background:

The City's Manufactured Home Fair Practices Commission (MHFPC) has a vacancy left by Wayne Ginsburg, an alternate member, who resigned from the commission.

Council appointments to the Commission are governed by the City Code, Sec. 16B-4, as enacted by a voter-approved ballot measure, excerpted below:

Sec. 16B-4. - Manufactured home fair practices commission.

(b) Membership

The commission shall consist of a total of five regular members and two alternate members. All regular and alternate members shall be resident electors of the city of Woodland. No member shall be a manufactured home owner or resident; an owner, operator or manager of a manufactured home park; own or possess any interest in; or operate or manage, any other rental property totaling four or more dwelling units, whether such four units are located on one parcel or lot, or are spread among several parcels or lots. As used in this section, "dwelling unit" shall mean an apartment unit, a condominium unit, or a single-family residence.

(c) Nomination and appointment

*Each member of the city council shall nominate one regular member and **the mayor shall nominate one regular member and two alternate members for appointment to the commission.** Each such nomination shall be subject to actual appointment by the mayor with the approval of the city council.*

If appointed, Ben Cadranal will fill the unexpired term ending on December 31, 2017.

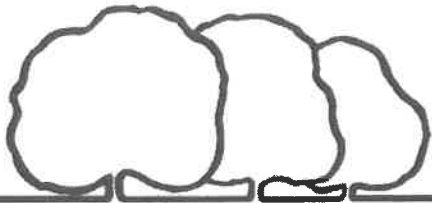
Conclusion:

Staff recommends that the City Council appoint Ben Cadranal to the Manufactured Home Fair Practices Commission.

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Cadranel MHFPC Application	10/12/2017	Backup Material



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM

(please print)

Name: Benjamin Cadranel Address: Woodland CA 95695

Home/Contact Telephone Number: _____

Work Telephone Number: _____

E-Mail Addresses cadranelalaw@gmail.com
bcadranel@yccd.edu

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☒ No Home Address ☐ Work Phone Number
☐ Home Phone Number ☐ Work Address
☒ E-Mail Address ☐ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

Council Members Conducting the Interview: _____ / _____

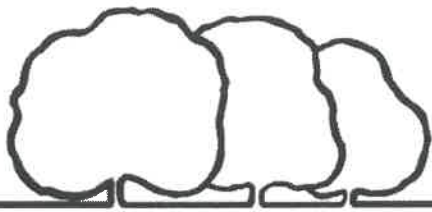
If Appointed, Date of Council Action: _____

RECEIVED

AUG 07 2017

Human Resources

1



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

(530) 661-5806
FAX (530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

Benjamin Cadranel

My first choice is for appointment to the Board or Commission.

Manufactured Homes Fair Practices Commission

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Commission on Aging

☐ Historical Preservation Commission

☐ Library Board of Trustees

☐ Manufactured Homes Fair Practices Commission

☒ Parks and Recreation Commission

☒ Personnel Board

☒ Planning Commission

☐ Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as:

- investments, interests in real property, income, loans, etc.
- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest.

☒ Yes ☐ No

I reside within the City limits of the City of Woodland.

☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes ☒ No

If yes, please state which _____

Employment experience: See attached

Organization and community activity experience: _____

see attached

Other experience you have had which would help Council with a decision as to your qualifications to serve: see attached

Educational background and other training: see attached.

Why are you interested in serving on a City Board or Commission?

I want to be of service to my community by using my background & education for public service purposes.

Please provide information on two personal or professional references:

Name	Address	Phone No.
<u>Bobby Gosal</u>	<u>2300 E. Gibson Rd. 95776</u>	<u>916-730-0606</u>
<u>Ioanna Iatridis</u>	<u>2300 E. Gibson Rd. 95776</u>	<u>630-841-0232</u>

 _____
Signature of Applicant

8/7/17 _____
Date

Please return application to:

**Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695**

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

PROFESSIONAL EXPERIENCE

DIRECTOR OF RESOURCE DEVELOPMENT

Foster & Kinship Care Education (FKCE), Woodland Community College, September 2015 to Present

Under the direction of the Program Director I am responsible for and accomplished the following:

1. Develop, coordinate and implement FKCE program, policies, procedures and budget
2. Coordinate resource and grant development, writing, reporting and spending. Manage program budget, including five grants, of approximately \$500,000 per year.
3. Oversee a comprehensive recruitment and retention plan for our Resource (foster) Families
4. Supervise and lead the Youth Empowerment Strategies for Success-Independent Living Program (YESS-ILP), Guardian Pathways to Success program, and soon to be opened STAY Well Center to enhance and promote educational and career opportunities for foster youth from 14 years of age through community college, regardless of age.
5. Collaborate with numerous college programs, county agencies and community organizations to increase our program's capacity to deliver critical services and support to foster children and their caregivers.
6. Provide leadership and ensure compliance with all requirements under appropriate Continuum of Care Reform and other legal requirements relating to Resource (foster) Families and foster youth
7. Prepare training curricula and materials; arrange and coordinate trainers and facilitators. Responsibilities include educating prospective foster parents on cultural competency and sensitivity as part of the trauma-informed training process.
8. Provide highly responsible and complex administrative support to the Program Director

ADJUNCT FACULTY

Accounting and Business Department, Woodland Community College, July 2016 to Present
Student Success Committee Adjunct Faculty Representative

Under the direction of the Dean of Instruction, I am responsible for the following:

1. Organize and instruct classes in the Business and Accounting Division
2. Provide effective classroom and laboratory instruction using methods and materials appropriate to the subject matter and consistent with applicable student learning objectives
3. Develop and maintain a relevant community college curriculum for office administration.
4. Develop and improve business division programs by working collaboratively with other faculty members and administrators through program reviews and advisory committees
5. Promote an educational philosophy that places the primary emphasis on student learning objectives in the design, delivery, and evaluation of learning
6. Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, gender, cultural, disability, and ethnic backgrounds of community college students
7. Utilize a student centered, responsive, and active learning teaching style to improve student outcomes and personalize instruction
8. Participate in shared governance and program activities including curriculum and program planning, development, evaluation, and decision-making as well as the development of new teaching-learning methods and materials
9. Perform related duties in the Career Technical Education

ATTORNEY AT LAW

BENJAMIN MORRIS CADRANEL, ESQ., M.S.
Woodland, CA 95695
bcadrane@yccd.edu

December 2008 to September 2015

In my transactional law practice, I advise real estate developers and business owners on legal issues related to land acquisitions, private placements, securities laws, contract law, employment law and corporate law. In this capacity I have negotiated and overseen the close of escrow on over \$100 million in commercial business dealings and residential and commercial real estate acquisition and sales.

CHIEF OPERATING OFFICER/CHIEF COMPLIANCE OFFICER

Cascade Corporate Management, Inc., Sacramento, CA, May 2012 to April 2015

Community Home Capital, LLC, Sacramento, CA September 2012 to April 2015

Cascade is a real estate acquisition and property management company that owns and operates over 30 mobile home parks, 2500 mobile home spaces and over 100 employees. Community Home Capital is a California Finance Lender. In my capacity with both companies I was in charge of:

1. Planning, directing, managing and overseeing and providing leadership on all company legal matters
2. Drafting all company contracts and legal communications
3. Supervision of over 45 employees
4. Researching, Drafting, training and implementing on all Human Resource Materials for the company, including but not limited company employment contracts, payroll, employee manuals, training and professional development, team building, employee disputes and dispute resolution, sick leave and FMLA forms
5. Ensured company compliance with all legal Equal Employment, Non-Discrimination, minimum wage and labor laws and procedures
6. Delivered the company on time, in-depth, and concise legal analysis on a multitude of legal issues including landlord/tenant, employment, corporate, real estate, residential mortgage lending and securities laws
7. Synthesizing and analyzing financial data to communicate with bank loan officers.
8. Ensuring federal and state finance law compliance, including the Dodd-Frank Act, the Truth in Lending Act, Consumer Credit Laws, for a portfolio in excess of five million dollars
9. Maintaining corporate governance formalities to the highest degree

EDUCATION

MASTERS OF SCIENCE-ACCOUNTING AND FINANCIAL MANAGEMENT

Keller Graduate School of Management, October 2014

JURIS DOCTOR WITH DISTINCTION

University of the Pacific, McGeorge School of Law, Sacramento, CA, May 2008

Universite Catholique de Louvain, (2007)

Concentration in International Law

Belgian-American Education Fellow

Guest Editor for the European Journal of Consumer Law, Larcier, Paul Nihoul, Editor

BACHELOR OF ARTS WITH HONORS

University of California, Davis, June 2003

Institut D'Etudes Politiques, Paris, France, International Diploma in European Politics (2001-2002)

BENJAMIN MORRIS CADRANEL, ESQ., M.S.
Woodland, CA 95695
bcadrane@yccd.edu

French Literature, Minor in Political Science
Departmental Citation
Outstanding Senior Award

COMMITTEE AND VOLUNTEER EXPERIENCE

- Yolo County Court Appointed Special Advocates (CASA)- September 2014 to present
- UC Davis Guardian Scholar Mentor- September 2015 to present
- Woodland Community College Foundation Board Member- December 2015 to present
- Rotary International, Woodland Sunrise – June 2016 to present
- WCC EOP&S/CARE/CalWORKS Advisory Committee Member
- Yolo County Transition Age Youth Advisory Committee Member
- WCC Academic Senate Student Success Committee – October 2016 to present
- Phi Beta Lambda Faculty Advisor
- YFSN/CAP Advisory Committee Member
- Yolo County Blue Ribbon Commission
- Yolo County Commercial Sexual Exploitation Advisory Committee Member

REFERENCES

1. Dr. Michael White, President, Woodland Community College, 530-661-5710, mwhite@yccd.edu
2. Sonia Ortiz-Mercado, WCC Dean of Student Services, 530-661-4201, sortizme@yccd.edu
3. Ioanna Iatridis, WCC Dean of Career Technical Education, 530-661-5759, iiatridis@yccd.edu
4. Bobby Gosal, WCC Director of EOPS/CARE/CalWORKS, 530-661-5766, bgosal@yccd.edu



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 13.
SUBJECT: Approve Side Letter's amending the eligible approved languages under the Bilingual Policy and amend the Stipend from \$150 per month to \$200 per month

Recommendation for Action:

Staff recommends that the City Council approve the Side Letter of Agreement(s) to accept the changes to the bilingual policy and amend the monthly stipend. The affected Bargaining Groups are: 1) Fire MidManagement (FMM); 2) Woodland Professional Firefighter Association (WPFPA); 3) Woodland Police Supervisors Association (WPSA); and 4) MidManagement Professional Association (MMPA).(MMPA).

Staff Contact:

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

Fiscal Impact:

The \$50 per month, per eligible employee will result in a small increase in cost and was not included in the General Fund budget. Staff will monitor the overall personnel budget in the General Fund. In the event that a budget adjustment is necessary, it will be addressed during the midyear budget review.

Background:

City Staff reviewed the Bilingual Policy and updated the policy to reflect the demographics in the City as well as increasing the stipend for those who are designated as bilingual. This change was effective August 1, 2017. This was a result of discussions with various bargaining groups within the City. Rather than have the stipend set at different amounts, the City set the amount at \$200 per month for all eligible employees. This is a \$50 increase over the previous policy.

Discussion:

The City recently updated the Bilingual Policy because of negotiations with Bargaining Groups. The City reviewed the demographics of the City and increased the number of eligible languages, as well as the monthly stipend. Rather than have the stipend set at different amounts, the City set the amount at \$200 per month for all eligible employees. This is a \$50 increase over the previous policy.

Conclusion:

Staff recommends that the City Council approve the Side Letter of Agreement(s) to accept the changes to the bilingual policy and amend the monthly stipend. The affected Bargaining Groups are: 1) Fire MidManagement (FMM); 2) Woodland Professional Firefighter Association (WPFPA); 3) Woodland Police Supervisors Association (WPSA); and 4) MidManagement Professional Association (MMPA).

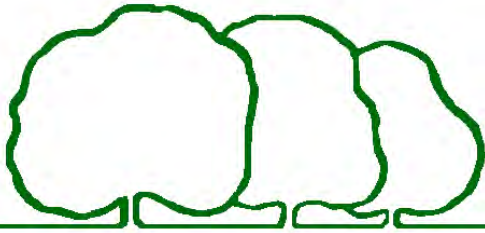
Prepared By: Sheila McShane, Human Resources Manager



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
WPOA Side Letter	10/12/2017	Backup Material
MMPA Side Letter Bilingual Policy	10/12/2017	Backup Material
FMM Side Letter Bilingual	10/12/2017	Backup Material
WPFFA Side Letter Bilingual	10/12/2017	Backup Material



City of Woodland

HUMAN RESOURCES
(530) 661-5811

300 FIRST STREET
(530) 661-5813 FAX

WOODLAND, CA 95695
<http://www.cityofwoodland.org>

DATE: October 16, 2017

TO: Sergeant Stephen Guthrie

FROM: Sheila McShane
Human Resources Manager

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) SIDE LETTER OF AGREEMENT

This side letter of agreement serves to memorialize our agreement post labor negotiations.

The following modifications shall be made to the Memorandum of Understanding between the City and Woodland Police Supervisors Association (WPSA) covering the period from July 1, 2016 to June 30, 2021.

1. **Bilingual Policy.** The City updated the Bilingual Policy to better reflect the demographics in the City as well as increasing the stipend for those who are designated as bilingual. This change is effective August 1, 2017.
 - a. Section 3.2 states: "The city shall maintain the existing bilingual policy. Bilingual pay shall be One Hundred and Fifty (\$150.00) Dollars per month. City will explore the addition of other languages as appropriate, including sign language." The City policy has changed to expand the eligible languages and the compensation shall be two hundred dollars (\$200) per month. This stipend is included in base pay calculation for the purpose of overtime calculation.

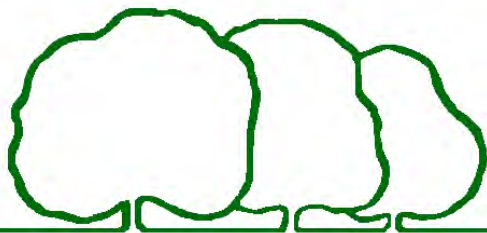
Agreed to this Date:

For the City of Woodland

For the woodland City of Woodland
Police Supervisors Association

Paul Navazio, City Manager

Sergeant Stephen Guthrie



City of Woodland

HUMAN RESOURCES
(530) 661-5811

300 FIRST STREET
(530) 661-5813 FAX

WOODLAND, CA 95695
<http://www.cityofwoodland.org>

DATE: October 16, 2017

TO: J. Kimura

FROM: Sheila McShane
Human Resources Manager

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) SIDE LETTER OF AGREEMENT

This side letter of agreement serves to memorialize our agreement post labor negotiations.

The following modifications shall be made to the Memorandum of Understanding between the City and Woodland Mid Management Professional Association (MMPA) covering the period from July 1, 2016 to June 30, 2018.

1. **Bilingual Policy.** The City updated the Bilingual Policy to better reflect the demographics in the City as well as increasing the stipend for those who are designated as bilingual. This change is effective August 1, 2017.
 - a. Section 2.7.1 "Designated bilingual employees shall receive additional compensation above their regular salary at a rate of One Hundred and Fifty Dollars (\$150) per month". City will explore the addition of other languages as appropriate, including sign language." The City policy has changed to expand the eligible languages and the compensation shall be two hundred dollars (\$200) per month. This stipend is included in base pay calculation for the purpose of overtime calculation.

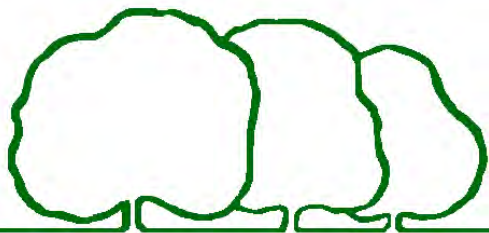
Agreed to this Date:

For the City of Woodland

For the woodland City of Woodland
Mid Management Professional Association

Paul Navazio, City Manager

J. Kimura



City of Woodland

HUMAN RESOURCES
(530) 661-5811

300 FIRST STREET
(530) 661-5813 FAX

WOODLAND, CA 95695
<http://www.cityofwoodland.org>

DATE: October 16, 2017

TO: B.C. Richard Thomas

FROM: Sheila McShane
Human Resources Manager

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) SIDE LETTER OF AGREEMENT

This side letter of agreement serves to memorialize our agreement post labor negotiations.

The following modifications shall be made to the Memorandum of Understanding between the City and Woodland Fire Mid-Management Unit (WFMM) covering the period from July 1, 2016 to June 30, 2020.

1. **Bilingual Policy.** The City updated the Bilingual Policy to better reflect the demographics in the City as well as increasing the stipend for those who are designated as bilingual. This change is effective August 1, 2017.
 - a. Section 2.5.1 states: "Bilingual employees, as designated by the City's bilingual pay policy, shall receive additional compensation above their regular salary at a rate of one hundred and fifty (\$150) dollars month." The City policy has changed to expand the eligible languages and the compensation shall be two hundred dollars (\$200) per month. This stipend is included in base pay calculation for the purpose of overtime calculation.

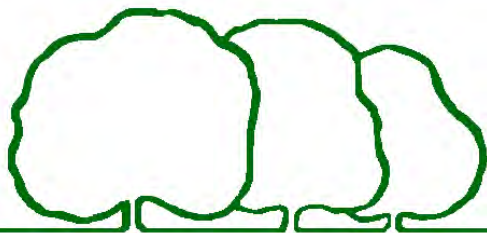
Agreed to this Date:

For the City of Woodland

For the woodland City of Woodland
Fire Mid-Management Unit

Paul Navazio, City Manager

B C Richard Thomas



City of Woodland

HUMAN RESOURCES
(530) 661-5811

300 FIRST STREET
(530) 661-5813 FAX

WOODLAND, CA 95695
<http://www.cityofwoodland.org>

DATE: October 16, 2017

TO: Shawn Allen

FROM: Sheila McShane
Human Resources Manager

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) SIDE LETTER OF AGREEMENT

This side letter of agreement serves to memorialize our agreement post labor negotiations.

The following modifications shall be made to the Memorandum of Understanding between the City and Woodland Professional Firefighters' Association (WPPFA) covering the period from July 1, 2016 to June 30, 2019.

1. **Bilingual Policy.** The City updated the Bilingual Policy to better reflect the demographics in the City as well as increasing the stipend for those who are designated as bilingual. This change is effective August 1, 2017.
 - a. Section 2.9.1 states: "Bilingual employees, as designated in the City's bilingual policy, shall receive additional compensation above their regular salary at a rate of one hundred and fifty (\$150) dollars month." The City policy has changed to expand the eligible languages and the compensation shall be two hundred dollars (\$200) per month. This stipend is included in base pay calculation for the purpose of overtime calculation.

Agreed to this Date:

For the City of Woodland

For the woodland City of Woodland
Professional Firefighters' Association-

Paul Navazio, City Manager

Shawn Allen



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 14.
SUBJECT: Landmark Tree Designation

Recommendation for Action:

Staff recommends that the City Council:

- 1) Consider the historical and public significance of the six trees recommended for designation as Landmark Trees; and
- 2) Adopt Resolution No. _____, (Attachment 1), approving the recommendation of the Historical Preservation Commission and the Parks and Recreation Commission to designate as Local Landmark Trees two native Valley Oak trees located at Beamer Park; two native Valley Oak trees located at City Park; the "Shakespeare Club" Valley Oak tree also located at City Park; and the Paradox Walnut tree located in City Park.

Staff Contact:

Erika Bumgardner, Senior Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Fiscal Impact:

Funding to cover staff time and commission meetings is covered under related department budgets through the General Fund.

Background:

On February 1, 2017, local historian and President of the Woodland Tree Foundation, David Wilkinson, submitted a letter to planning staff requesting the designation of eleven trees or groups of trees located on publicly owned land as "Landmark Trees" (see Attachment 2).

At a special meeting of the Historical Preservation Commission held on March 9, 2017, the Commission was asked to consider the historical importance of the trees nominated and direct staff to coordinate with the Community Services Department, the Parks and Recreation Commission and with the City Arborist to evaluate the condition and overall health of the nominated trees and to bring back a recommendation to the Historical Preservation Commission regarding the proposed designation of the trees as Landmark Trees.

Since the March 9th meeting, the City's Parks Superintendent and Arborist, Westley Schroeder, completed a ground inspection of six of the eleven nominated trees, four located within City Park and two located within Beamer Park, and found them to be viable candidates for designation as Landmark Trees. The remaining five trees nominated by Mr. Wilkinson will be evaluated at a later date and may require a more extensive survey to determine their health and long term viability.

Based on the unanimous recommendations of the Historical Preservation and Parks and Recreation Commissions, City Council is asked to approve the recommendation to designate as Local Landmark Trees two native Valley Oak trees located at Beamer Park; two native Valley Oak trees located at City Park; the "Shakespeare Club" Valley Oak tree also located at City Park; and the Paradox Walnut tree located in City Park. See Attachments 1 and 2. (Additional information regarding these six trees is provided in the Discussion section of the report.)

Discussion:

Section 20A-1-20 of the Woodland Municipal Code defines a "Landmark tree" as a tree or stand of trees which is of historical or public significance as designated by the City Council upon the recommendation of all of the following

groups and/or commissions: 1) the Parks and Recreation Commission; 2) the Historical Preservation Commission; and 3) the Urban Forestry Group. City staff is now responsible for Urban Forestry.

Section 12A-3-1 of the Woodland Municipal Code (pertaining to the standards for designation of historical landmarks, districts and resources) states that a building, structure, object, or particular place may be designated for preservation as a landmark if it meets the following criteria:

Historical Importance: The building, structure, object, particular place, vegetation or geology has character, interest of value, as part of the development, heritage or cultural characteristics of the city, state or nation; or is the site of an historic event with an effect upon society; or is identified with a person or group or persons which had some influence on society; or exemplifies the cultural, political, economic, social or historic heritage of the community.

As described in Section 12A-3-2, the Historical Preservation Commission by resolution may recommend to the City Council designation of a landmark.

Neither the City's Tree Ordinance nor the Historical Preservation Ordinance (Municipal Code Chapters 20A and 12A) provide criteria for the designation of landmark trees specifically, therefore the Historical Preservation Commission and the Parks and Recreation Commission considered the following additional factors in their recommendation to City Council:

- Whether the tree's age and association with a historic building or district gives the tree historical significance.
- Whether the tree represents a specimen that is particularly rare in Woodland or the region and is of considerable size and age.
- Whether the tree possesses unique characteristics or special horticultural significance.
- Whether the tree is of a significant size and/or makes a significant and outstanding aesthetic impact to its setting and is an exceptional specimen in good condition and health.

These factors correlate to the standards for designation of historical landmarks, historical districts and historical resources as described above (Municipal Code Section 12A-3-1) and are factors other communities have used to designate landmark trees.

NOMINATED TREES:

Mr. Wilkinson, in his letter to planning staff, provides a brief history of each of the trees nominated and under consideration this evening for landmark designation, including a summary of their historical importance as follows:

1. The two large native Valley Oak trees located at Beamer Park. These giants were saved only because the park was built around them. Once upon a time, Beamer Park had an abundance of native oaks that were used as a marketing tool for the rustic housing enclave, but they have all since disappeared, greatly altering the skyline and appearance of this historic housing tract.
2. The two large native Valley Oak trees located at City Park. One of the giants is located near Walnut Street and the other is near Elm Street. This is Woodland's oldest city park. The Women's Improvement Club raised money to buy the land, which was donated to the city for the public park with explicit instructions to preserve the native oaks growing within its boundaries. A few have survived to the present day.
3. The "Shakespeare Club" Valley Oak, which is now over a century old. It grows in the center of City Park near the concrete bench placed there by the Shakespeare Club.
4. The Paradox Walnut tree growing on the S/W corner Oak/Walnut streets at City Park. The eminent horticulturalist, Luther Burbank, donated the tree to the community for Arbor Day 1925. It is a beautiful specimen of a tree which he hybridized.

The designation of historical landmarks within the City of Woodland is intended to protect the designated structure or vegetation from substantial modification or removal unless it becomes a threat to public safety. By designating the trees listed and described above as Landmark Trees, removal or major alteration of the trees, or improvements or modifications under the canopy or within the drip line of the designated trees, will require review and approval by the Historical Preservation Commission (HPC) unless the proposed improvements/modifications will not have a detrimental effect on the trees as determined by the City's Arborist (or a qualified arborist and reviewed by the City's Arborist). If a designated tree is found to be a public health or safety hazard as determined by the City's Arborist, it can be removed without review by the HPC. Routine maintenance of the listed trees by a qualified arborist is exempt from HPC review.

Commission/Committee Recommendation:

On September 20, 2017, the Historical Preservation Commission voted unanimously to recommend to City Council the designation as Local Landmark Trees two native Valley Oak trees located at Beamer Park; two native Valley Oak trees located at City Park; the "Shakespeare Club" Valley Oak tree also located at City Park; and the Paradox Walnut tree located in City Park. The Historic Preservation Commission additionally recommended that best practices be considered for the ongoing maintenance and viability of the trees. Of particular concern was the potential over irrigation of those Valley Oaks located close to park turf. The Commission, in its action, further recommended that the City Council consider the remaining five trees included in the original nomination, be considered in the near term for landmark designation.

On September 25, 2017, the Park and Recreation Commission also voted unanimously to recommend approval and designation of the proposed trees for Local Landmark Status.

Conclusion:

Staff recommends that the City Council:

- 1) Consider the historical and public significance of the six trees recommended for designation as Landmark Trees; and
- 2) Adopt Resolution No. _____, (Attachment 1), approving the recommendation of the Historical Preservation Commission and the Parks and Recreation Commission to designate as Local Landmark Trees two native Valley Oak trees located at Beamer Park; two native Valley Oak trees located at City Park; the "Shakespeare Club" Valley Oak tree also located at City Park; and the Paradox Walnut tree located in City Park.

Prepared By: Erika Bumgardner, Senior Planner

Reviewed By: Cindy Norris, Principal Planner



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
City Council Resolution	10/3/2017	Resolution
Attachment 2_Nomination Letter	9/29/2017	Backup Material

City Council Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
DESIGNATING SIX TREES LOCATED IN BEAMER AND CITY PARKS AS LOCAL
LANDMARK TREES**

WHEREAS, the City Council held a duly noticed public hearing on October 17, 2017, to review and consider approval of the designation of six trees as Local Landmark Trees including specifically two native Valley Oak trees located at Beamer Park, two native Valley Oak trees located at City Park, the “Shakespeare Club” Valley Oak tree also located at City Park, and the Paradox Walnut tree located in City Park as identified in Exhibit A; and

WHEREAS, Chapter 20A of the Woodland City Code sets forth procedures and criteria for the designation of historical landmarks; and

WHEREAS, the two large native Valley Oak trees located in Beamer Park nominated for landmark designation were thoughtfully preserved by the prominent landscape engineer, Mark Daniels, who laid out the Beamer Park subdivision and used in the marketing of the historic Beamer Park neighborhood which was described as being “situated amidst great sweeping oaks,” of which only a handful still survive today; and

WHEREAS, City Park, the oldest of Woodland’s parks, was dedicated to the City by the Women’s Improvement Club in 1910, with the express stipulation that the oak trees in the park be preserved, of which only a few still survive including the two large native Valley Oaks nominated for landmark designation; and

WHEREAS, the “Shakespeare Club” Valley Oak tree growing in the center of City Park was planted over a century ago by the Woodland Shakespeare Club; and

WHEREAS, the Paradox Walnut tree growing on the southwest corner of Oak and Walnut Streets in City Park was donated to the City by world-renowned horticulturalist, Luther Burbank, for Arbor Day in 1925. Burbank hybridized this beautiful specimen, which is a cross between a native Black Walnut and a European Walnut; and

WHEREAS, the City Council finds that the nominated trees are of historical importance to the community and are part of the original fabric of the city, its heritage and its namesake; and

WHEREAS, the age, size, visibility and historical significance of the trees warrants preservation and honorary designation as Local Landmarks to ensure, for as long as the trees are in good health, that they are preserved; and

WHEREAS, local landmark designation of the trees, with proper marking, will inform the general public about Woodland’s tree heritage, tree species, and longevity of native oaks; and

WHEREAS, the Historical Preservation Commission and the Parks and Recreation Commission have both unanimously recommended that the six trees in Beamer and City Parks be designated as Landmark Trees as outlined in Chapter 20A of the Woodland Municipal Code; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland does hereby designate the two native Valley Oak trees located at Beamer Park, the two native Valley Oak trees located at City Park, the “Shakespeare Club” Valley Oak tree also located at City Park, and the Paradox Walnut tree located in City Park as Landmark Trees pursuant to Section 20A-3-2 of the Woodland Municipal Code.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WOODLAND

Angel Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

EXHIBIT A

LANDMARK TREE NOMINATIONS

CITY OF WOODLAND
CITY COUNCIL
OCTOBER 17, 2017



Beamer Park



Beamer Park





City Park



City Park



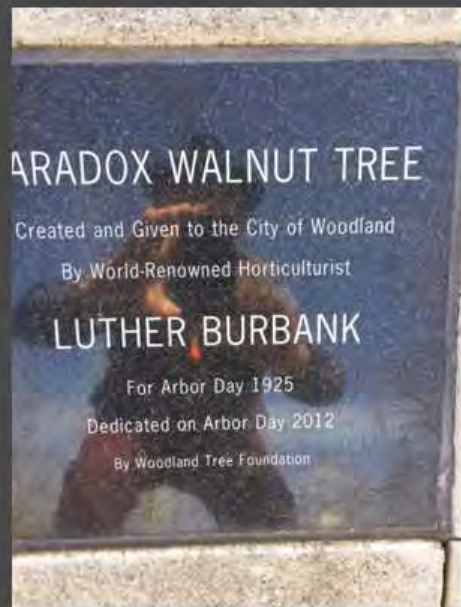


City Park





City Park



January 19, 2017

Erika Bumgardner
Historical Preservation Commission
City of Woodland
300 First Street
Woodland, CA. 95695

RE: Nomination of Landmark Trees

Dear Erika,

As per City of Woodland Ordinance No. 1230, I would like to nominate the following trees as Landmark Trees. All of these trees are located on public land and due to their age, size, visibility, and historical significance are justified in being considered Landmarks and worthy of preservation. By gaining Landmark status and public notoriety these trees will better connect the general public to Woodland's tree heritage and alert citizenry to the critical environmental services they provide by cleaning the air we breathe, reducing greenhouse gases, and beautifying parks and neighborhoods.

To my knowledge, very few (if any) Woodland trees have been nominated for Landmark status since the ordinance was approved in 1993. So, perhaps these nominations are timely, especially for the "City of Trees" which prides itself on its beautiful urban forest and deep arbor history. The size of my nomination list may seem extensive at first, but, we have many historical trees that deserve recognition. They are survivors, spanning many decades and even centuries. Hopefully this will be the start and catalyst for future nominations as other people begin to think about trees they feel deserve special recognition and protections so that future generations can also enjoy their grace and the tranquility and environmental benefits they bestow on the town.

Here are my nominations. If the city approves the nominations, perhaps it would be fitting to ceremoniously landmark the trees for Earth Day on April 22, 2017.

1. The two large native Valley Oak trees located at Beamer Park. These giants were saved only because the park was built around them. Once upon a time, Beamer Park had an abundance of native oaks that were used as a marketing tool for the rustic housing enclave, but they have all since disappeared, greatly altering the skyline and appearance of this historic housing tract.
2. The two large native Valley Oak trees located at City Park. One of the giants is located near Walnut Street and the other is near Elm Street. This is Woodland's oldest city park. The Women's Improvement Club raised money to buy the land, which was donated to the city for the public park with explicit instructions to preserve the native oaks growing within its boundaries. A few have survived to the present day.

3. The “Shakespeare Club” Valley Oak which is now over a century old. It grows in the center of City Park near the concrete bench placed there by the Shakespeare Club.
4. The Paradox Walnut tree growing on the S/W corner Oak/Walnut streets at City Park. The eminent horticulturalist, Luther Bank, donated the tree to the community for Arbor Day 1925. It is a beautiful specimen of a tree which he hybridized.
5. The magnificent London Plane tree growing in the parkway in the 500 block of Third Street (west side). It has a circumference of 192 inches or 16 feet. It is likely the largest specimen of this widely-planted specie that provides tremendous shade and canopy, and a refuge for birds.
6. The huge Valley Oak growing at 304 Casa Linda Drive. Wisely, the road and subdivision was built around it to preserve this amazing specimen. However, the tree has dropped limbs into the house built beneath it. Several years ago, when a limb fell on the house, the tree was threatened with removal, but there was community objection. As a compromise, one of its massive limbs was removed to lessen the danger of further limb drop on the house below. In spite of its disfigured structure, it stands proudly marking at least 300 years of life. It is one of the most massive oaks in Woodland, measuring 252 inches or 21 feet in circumference. It is truly a survivor and reminder of Woodland’s ancient oak woodland. Pioneer farmers evidently respected the tree enough to preserve it in the 1800s when most of the land around Woodland was cleared of oaks to create farms and ranch land.
7. The “cousin” to the Casa Linda oak is a massive Valley Oak located at the Gibson House (Yolo County Museum). Its circumference is slightly larger than the Casa Linda oak, measuring 257 inches or 21 feet 5 inches. It may be the most massive oak in Woodland. It was preserved by the pioneer Gibson family who sensibly built their house near it in 1857 to utilize its temendous shade canopy, which sheltered the family from the punishing afternoon heat. (Note: I will seek approval from the Yolo County Museum for Landmark designation)
8. The iconic American elm located at 430 Third Street. This is Woodland’s only historical American elm, which were planted over a century ago, whose upper limbs were not “topped” by the city. Consequently, it is the only American elm that has retained its renowned and iconic spreading canopy. This beloved tree, noted for its toughness and dappling shade, was widely planted in American cities until Dutch elm disease killed millions of elms beginning in the 1930s. Fortunately, DED has never infected any of Woodland’s American elms. However, many were removed in the late twentieth century when Woodland embarked on road widening projects in the older section of town; others were removed to relieve the city budget of their upkeep and maintenance requirements. Entire city blocks were left devoid of shade. Today there are only 75 American elms located in the city right-of-way. The city is taking good care of these historic trees and removing the ones that become unsafe. The Woodland Tree Foundation and city are planting hybrid Asian elms to reintroduce this valuable tree to Woodland which will provide many benefits for future generations to enjoy. In 2017 new varieties of DED resistant American elms will be planted in Woodland.
9. The California Fan Palms and Canary Island Palms located at the Woodland Public Library. These trees are very symbolic of the California experience and they complement the Mission

Style architecture of the historic Carnegie-funded library. The library grounds were planted for public enjoyment, which now include the lovely rose gardens. Woodland's mayor at the time the library was built in 1905, was Richard H. Beamer, a lover of trees. He personally purchased and planted the Canary Island Palms located in front of the First Street library entrance and the California Fan Palms located along First and Court streets surrounding the library. During this time, the library grounds were known as "Library Park." In 1916 Richard H. Beamer told the *Mail of Woodland* newspaper:

I want to leave a thousand trees in this city as commemorative of my life. I want children to play in the shade of the trees I have planted and cared for, and to remember that a man who grew from boyhood to old age here, had a thought for their comfort and pleasure. That will be my monument.

Mr. Beamer would be proud to know that over a century after he planted the palms, they are thriving and being well maintained by the city he loved. And that the community, several generations hence, holds the trees in high esteem and will consider designating the palms historical and arboreal landmarks.

Sincerely,

A handwritten signature in black ink, appearing to read "David Wilkinson", with a stylized flourish at the end.

David Wilkinson
Woodland, CA.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 15.
SUBJECT: Conceptual Buildout of the Sports Park and Improvements to Sports Facilities

Recommendation for Action:

Staff recommends that the City Council:

1. receive the Council Sub-Committee report related to conceptual plan for buildout of the Sports Park and recommended improvements to other City sports facilities,
2. provide feedback on the recommended project priorities as outlined in the report,
3. provide feedback on the proposed framework whereby the identified projects would be contingent on user groups raising funds for design and construction of facilities as well as ongoing maintenance pursuant to individual operating agreements to be established between each group and the City,
4. direct staff to return to the City Council with information related to the cost to construct, operate, and maintain the proposed Girls Fastpitch Softball fields, associated facilities, and parking lot, and
5. adopt Resolution No. _____, appropriating \$80,000 in Measure J funds, representing “seed” funding to assist individual groups with advancing their respective planning and fund-raising efforts.

Staff Contact:

Christine Engel, Community Services Director, (530) 661-2000, christine.engel@cityofwoodland.org

Fiscal Impact:

The cost to design, construct, and/or improve the parks and recreation facilities identified in this report have as yet not been determined. It is estimated that the design and construction costs would be in the range of \$3 million to \$5 million dollars, with the majority of funding to be secured through user-group fund-raising efforts.

Ongoing annual operations and maintenance costs to support the proposed facilities are also as yet undetermined. The proposal suggests that responsibility for annual maintenance be assigned to each of the user-groups, expressly limiting the city’s ongoing funding obligation. It is expected that a modest amount of revenue would be generated from tournaments and field rentals to help offset a portion of annual operating expenses.

Currently the maintenance of the Community, Senior Center and Sports Park is funded primarily through the Spring Lake Community Facilities District (CFD). The expectation is that the build-out of the Sports Park, as discussed in this report, would not add any additional financial burden on the Spring Lake CFD.

The report recommends allocation of up to \$80,000 of city funds to be provided as “seed” funding, and proposes as well that the City allocate funds (to be determined) for construction of the Girls Fastpitch Softball fields and related parking and restroom facilities. Seed money would be used by the organizations to assist with designing and determining the construction, operation, and maintenance costs of the facilities they are recommending, or to assist with construction efforts. Funding for the “seed money” would come from the preliminary fund balance for Measure J, which has a balance of \$2.06 million (as of June 30, 2017). Funds were previously allocated in the FY17/18 budget for

preliminary design work related to the Girls' Fastpitch Softball fields.

Additional analysis is needed to determine the fiscal impact and funding availability for the recommendations in this report prior to final decisions being made to advance projects.

Background:

In April 2017, two council members were appointed (Council Members Davies and Rodriguez) to participate on a parks and recreation facilities needs subcommittee. Also in April 2017, two Parks & Recreation Commissioners (Commissioner Salinas and Vice-Chair White-Snyder) were appointed to a parks and recreation facilities needs subcommittee. The two subcommittees met to discuss recreation needs and develop a recommendation. With continuously growing participation in youth recreation and the newest fields in Woodland being constructed about ten years ago (Woodland Sports Park complex), the subcommittees were charged with identifying the current and future recreation facilities needs of the community and ultimately providing a recommendation on facilities needs to the Parks & Recreation Commission and the City Council accordingly. The two subcommittees are collectively referred to as “subcommittee” for purposes of this report and recommendation.

Current Facilities: Current recreational facilities available for youth and adult recreation owned by the City include:

- Camarena Complex – two full size fields (one with lights) and one T-ball field
- Harris Field – one full size softball field
- Klenhard Park – two full size lighted fields and one t-ball field
- Sports Park
 - 3 Full Sized all weather softball/baseball fields (each diamond can accommodate 2 soccer fields)
 - 1 all-weather softball diamond (this field can accommodate 1 soccer field)
 - 1 all-weather soccer only field
- Tennis courts - ten courts at various City Parks (max grouping of 4 courts per location)
- Swimming Pool – one 50-meter pool
- Skate Park – converted tennis courts with skate park features located at Crawford Park

Other fields owned by WJUSD and others are utilized by youth and adult recreation leagues, such as the Recreation Fields at Douglass Middle School and Buchignani Field located at the Yolo County Fairgrounds.

2006 Sports Park Master Plan: In 2006 a master plan was prepared for the Woodland Sports Park. In addition to the facilities that have already been constructed (identified above), several other facilities are identified to be constructed in the future. The future facilities include tennis courts, soccer fields, and multi-use softball/soccer fields.

Historic Participant Data: Several organizations provide youth recreation opportunities in Woodland. From 2010 to 2016, participation in baseball, softball, and soccer grew about 28% from 2034 youth participants per year to 2610 youth participants per year. Data presented below is for American Legion Baseball, Little League, Babe Ruth, Cal Ripken, Girls Fastpitch, Woodland Soccer Club, and Davis Alliance Soccer Academy.

Sport	2010	2012	2014	2016	% change from 2010 to 2016
Baseball	980	1109	1163	1212	24
Soccer	834	1007	1074	1048	26
Softball	220	123	216	350	59

User Group Meetings: The subcommittee met with the following recreation user groups to learn about the programs they offer and/or participate in and the facility needs of their organizations.

- **Skate Park enthusiasts (Sord Boards) (May 10):** The representatives that provided information on skate parks indicated that the current facility in Woodland used as a skate park, at Crawford Park, is inadequate. They indicated that they could raise funds to build a skate park and would need land equivalent to the size of 1/3 of a football field. This facility could cost between \$250,000 - \$500,000.
- **Babe Ruth (May 10):** Babe Ruth primarily utilizes Clark Field. Possible improvements to Clark Field raised by a Babe Ruth representative include fixing holes in the batting cages, replacing the restrooms, and replacing the lights (see Clark Field Committee discussion below).
- **Woodland Soccer Club (May 24):** The president of the Woodland Soccer Club requested 2 large soccer fields (70x100 or 90x120), with a grass surface, lights, covered bleachers, ample parking, and other amenities.
- **Davis Alliance Soccer Academy (May 24):** The president of the board indicated that a larger additional field would help the league meet their needs, coupled with the needs of the other soccer organization.
- **Little League (May 24):** Woodland Little League representatives stated that additional field space will be needed in 2019 when they no longer lease Buchignani from the City (who in turn leases it from the Fairgrounds). Improvements needed include upgrading field lights at Camarena and adding lighting at Pedroia; upgrading the fence/backstop at Camarena; extending the field at Pedroia; extending the outfield at Camarena, and developing another field in the grass area adjacent to Camarena and Camarena II fields.
- **Cal Ripken (May 24):** Board members indicated that some improvements were needed at Klenhard Field including: replacing the score board controller and fixing the score boards, adding shading to the stands and dugout, upgrading the bathrooms to include doors on the stalls, and adding lighting at the playground. This user group will also need 2 new scoreboards with pitch-count capabilities.
- **Woodland Tennis Club (June 1):** Members of the Woodland Tennis Club indicated that since the closure of Country Oaks, opportunities to play tennis and have tournaments have significantly decreased. Country Oaks had 16 tennis courts in one location whereas there are 10 tennis courts located throughout the City. Woodland Tennis Club recommends the construction of a tennis complex at the Woodland Community & Senior Center, with a minimum of 6 courts in one location. Preliminary costs to construct a 6 court facility (from the Woodland Tennis Club) is \$100,000 per court, \$30,000 per court for lighting - \$780,000 for 6 lighted courts. This cost does not include engineering, soils testing, etc.
- **Clark Field Committee (June 1):** Several possible improvements to Clark Field were raised by a representative from the Clark Field Committee. Possible improvements include: replacing park lighting (last replaced in 1972), improving drainage that is causing flooding, replacing grandstand boards (this has already been addressed), filling asphalt holes, repairing the scoreboard, and replacing the bathroom. This facility will also need a new scoreboard with pitch-count capabilities.
- **Senior Softball (June 1):** Representatives from Senior Softball indicated that the facilities allocated to them for their season are adequate for the league. They recommended that shade screens be added at the fields.
- **Woodland Girls Fastpitch Softball (June 1):** Board members from Woodland Girls Fastpitch indicated that the current facilities they use are inadequate. Currently they rent fields at Douglass Middle School and use Harris Park. The fields at Douglass Middle School are lacking running water (for the snack bar) and have inadequate restrooms and ADA access. It is also difficult for them to use fields in two areas of the City.

Discussion:

Based on meetings with user groups, a review of historic and current participation data, and a survey of the existing facilities, the subcommittee identified recommendations ranging from the City constructing new fields (with assistance from the user group, where possible) to providing land and seed money for user groups to be given an opportunity to raise funds to plan and construct the recreational facility.

Subcommittee Recommendation: The subcommittee developed a list of recommendations for the construction of new recreation facilities on City property and, in some cases, identified seed money to assist with the projects. Figures 1 and 2 illustrate existing recreation facilities at the Sports Park Complex and identify proposed locations and concepts for new facilities (Option 2 includes the fastpitch fields positioned differently than Option 1). The recommendations from the subcommittee assume that further review of the recommended priority order and the City's ability to contribute to the development of the identified projects shall occur each even numbered year, starting in 2020, by the Parks & Recreation Commission with recommendations forwarded to the City Council for consideration. Additionally, it should be noted that "seed money" (referred to below) is intended to signal the Parks & Recreation Commission's and the City Council's support for the identified projects (if ultimately approved by the City Council) thus allowing the local organizations to begin detailed planning and fundraising for their project's construction. The order of recommendations below does not preclude organizations from moving forward with soliciting donations, design, and construction.

Recommendation Level A: These projects have the highest current need based on community needs. As stated previously, cost to design, construct, operate, and maintain these facilities would need to be determined prior to a decision being made to move forward with these projects.

- **Recommendation Level A - Construction of two Girls Fastpitch Fields.** Based on the current deficit in facilities for Girls Fastpitch, it is recommended that two fields be constructed at the Woodland Sports Park. The addition of these fields would provide the fastpitch players an opportunity to forego using Harris Field and the two WJUSD fields at Douglass Middle School. In addition to fields, a restroom facility would be constructed near the fields. The approximate cost to construct the two fields and restroom facility has not yet been determined. It is recommended by the subcommittee that the City be the lead agency in providing funding for construction. Funding availability will need to be evaluated by staff with recommendations brought forward to the City Council to determine the feasibility of this recommendation. Once preliminary design and cost estimates are completed, the degree of assistance from Girls Fastpitch will be determined. It is also recommended by the subcommittee that staff begin to work with a consultant immediately after council approval on a preliminary design and cost estimate for the facilities using funds previously allocated for design work in FY17/18 budget).
- **Recommendation Level A – Soccer.** Provide \$25,000 seed money to construct two new soccer fields at the Sports Park. The subcommittee has outlined its expectation that the two youth soccer organizations will work together and submit a plan to collaboratively raise funds and construct two soccer fields at the Sports Park on the current geothermal field. Seed money and land would be available for five years. It is recommended by the subcommittee that staff begin to work with a consultant immediately after council approval on a preliminary design and cost estimate (using funds allocated for design work in the FY17/18 approved city budget).
- **Recommendation Level A - Construct Additional Parking.** With the recommendation to add two Girls Fastpitch fields at the Sports Park, additional parking spaces will need to be constructed. Parking could be added at various locations at the Sports Park (along East Street in the current grass area at the entrance and exit to the facility, east of the dog park, or along Sports Park Drive near Matmor Road). Additional analysis would need to be conducted to determine the best location for parking. The subcommittee recommends that the City fund the construction of additional parking and that the City plan to fund this project within three years. Funding availability will need to be evaluated by staff with recommendations brought forward to the City Council to determine the feasibility of this recommendation.

Recommendation Level B: These projects have an acknowledged high level of need and take a second priority only to the Level A projects. Project priority will be based on fund availability and organization/volunteer involvement. Proposals from groups that would like to advance one of these projects would need to be submitted and approved prior to the commencement of fundraising (the plan at a minimum would need to include a fundraising plan and the costs to design, construct, and maintain the facility).

- **Recommendation Level B - Skate Park.** Provide \$10,000 seed money to construct a new facility. It is assumed that a new skate park could cost approximately \$250,000 - \$500,00 to construct. The City would set aside land on Sports Park Drive between East Street and Matmor Road for five years as a potential site to construct a skate park, as well as the seed money.
- **Recommendation Level B – Tennis.** Provide \$10,000 seed money to construct tennis courts at the Sports Park. The City would set aside a portion of land at the corner of Sports Park Drive and East Street for the construction of a tennis complex and restroom. The land and seed money would be set aside for five years.
- **Recommendation Level B- Clark Field Lights.** Provide \$25,000 seed money to replace lights at Clark Field. Cost to replace these lights is unknown. Seed money would be available for five years.
- **Recommendation Level B – Camarena Field and Pedroia Field Improvements.** City to provide \$10,000 seed money for improvements to Camarena Field and Pedroia field. Little League would be responsible for raising the needed funding. Seed money would be available for five years.

Other Recommendations

- **Add Shading over Bleachers at Ballfields.** While the cost to add shade structures/shade cloths over bleachers is unknown at this time, the subcommittee recommends that the City analyze the cost to add shading over bleachers at all ballfields owned by the City.
- **Add Park at Community Center.** With the potential development of two Girls Fastpitch fields, two soccer fields, a tennis complex, and skate park at the Community & Senior Center/Woodland Sports Park complex, the subcommittee recommends that a playground be added along Sports Park Drive between East Street and Matmor Road. This playground would not only serve the needs of the patrons of the Sports Park complex, but also provide recreational opportunities for the neighborhood to the north of the property.
- **Cal Ripken.** During meetings with Cal Ripken representatives, several maintenance items were identified that needed to be addressed (such as replacing scoreboard controllers). The subcommittee recommends that staff work with Cal Ripken to address their needs.

Swimming Pool Recommendation – Concurrent with the recreation facility recommendations above, the subcommittee supports the City continuing to investigate the development of a second pool, along with the development of a financing plan. The subcommittee recommends that the pool be located adjacent to Pioneer High School in order to provide ease of access to the facility for the swim team (and possibly P.E classes) as well as providing a recreational and exercise facility for residents located in the southern portion of the City. Pool design alternatives and site alternatives will be presented to the City Council at a later date in a draft Aquatics Feasibility Study.

Commission/Committee Recommendation:

The Parks & Recreation Commission unanimously approved the sub-committee recommendation at the September 25, 2017 meeting.

Conclusion:

Staff recommends that the City Council:

1. receive the Council Sub-Committee report related to conceptual plan for buildout of the Sports Park and recommended improvements to other City sports facilities,
2. provide feedback on the recommended project priorities as outlined in the report,
3. provide feedback on the proposed framework whereby the identified projects would be contingent on user groups raising funds for design and construction of facilities as well as ongoing maintenance pursuant to individual operating agreements to be established between each group and the City,
4. direct staff to return to the City Council with information related to the cost to construct, operate, and maintain the proposed Girls Fastpitch Softball fields, associated facilities, and parking lot, and
5. adopt Resolution No. _____, appropriating \$80,000 in Measure J funds, representing “seed” funding to assist individual groups with advancing their respective planning and fund-raising efforts.

Prepared By: Christine Engel, Community Services Director



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Draft Concepts for Woodland Sports Park	10/11/2017	Backup Material
Sportsfacilityseedmoneyresolution	10/12/2017	Resolution

Woodland Community Sports Park

Conceptual Draft - Option 1

09/20/2017

- | | | | |
|--|-------------------------------|---|------------------------------------|
| 1. Tennis Courts, 10 (120' X 60' EA) | 6. Soccer Field (240' X 165') | 11. Soccer Field (300' X 210') | 14. Detention Basin (Top of Slope) |
| 2. Pickleball Courts, 4 (60' X 30' EA) | 7. Playground | 12. Existing Multi Use Field (225' Outfield with Soccer Field) | 15. Future Parking |
| 3. Parking, Typ. | 8. Shade Structure | 13. Existing Soccer Field (300' X 210') | 16. Tennis Kiosk |
| 4. Softball Field (225' Outfield) | 9. Skate Park | | 17. Existing Maintenance Building |
| 5. Softball field (187.5' Outfield) | 10. Existing Multi Use Field | | 18. Existing Dog Park |



Woodland Community Sports Park

Conceptual Draft- Option 2

09/20/2017

- | | | | |
|--|-------------------------------|--|------------------------------------|
| 1. Tennis Courts, 10 (120' X 60' EA) | 6. Soccer Field (240' X 165') | 11. Soccer Field (300' X 210') | 14. Detention Basin (Top of Slope) |
| 2. Pickleball Courts, 4 (60' X 30' EA) | 7. Playground | 12. Existing Multi Use Field(225' Outfield with Soccer Field) | 15. Future Parking |
| 3. Parking, Typ. | 8. Shade Structure | 13. Existing Soccer Field (300' X 210') | 16. Tennis Kiosk |
| 4. Softball Field (225' Outfield) | 9. Skate Park | | 17. Existing Maintenance Building |
| 5. Softball field (187.5' Outfield) | 10. Existing Multi Use Field | | 18. Existing Dog Park |



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN APPROPRIATION OF MEASURE J FUNDS FOR SPORT
FACILITY SEED FUNDING**

WHEREAS, City Council directed that a subcommittee evaluate sport facility user needs; and

WHEREAS, a subcommittee was formed and provided a recommendation for various sport park and sports facilities improvements, and for seed funding to be available to assist individual groups with advancing their respective planning and fundraising efforts; and

WHEREAS, the Parks & Recreation Commission unanimously supported the subcommittee recommendation; and

WHEREAS, the individual groups will submit additional information for City approval prior to the seed money being distributed.

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

The City Council hereby approves an appropriation of \$80,000 of Measure J funds from the fund balance for the Sports Facility seed money program.

PASSED AND ADOPTED this 17th day of October, 2017, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members

Angel Barajas, Mayor

ATTEST:

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: October 17, 2017
ITEM #: 16.
SUBJECT: Discussion Concerning Commercial Cannabis Options

Recommendation for Action:

Staff recommends that the City Council receive a report from the Ad Hoc Cannabis Sub-Committee and provide feedback on proposed recommendations for regulating commercial cannabis uses in the City of Woodland.

Staff Contact:

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

Fiscal Impact:

There is no significant fiscal impact of the recommendations in this report, other than utilization of City Attorney and Staff time to research, analyze and evaluate options and recommendations relating to Cannabis uses within the City of Woodland.

Depending on how the Council chooses to implement a Commercial Cannabis Program, there is the potential for significant revenue through negotiated operating agreements with businesses selected to receive Conditional Use Permits. In addition, staff anticipates significant costs, estimated at \$400,000 - \$500,000 to administer and enforce requirements of the program. These costs are assumed to be fully-covered by establishment of a Cannabis Permit Fee Schedule, and paid by businesses seeking and receiving City Cannabis Permits.

Report in Brief:

This report presents draft recommendations related to regulating commercial cannabis activities in the City of Woodland. City Council feedback and direction is being sought prior finalizing a Cannabis Zoning Ordinance and related Permit Regulations, Application Process and Permit Fees, all subject to future City Council adoption.

A draft Zoning Ordinance has been prepared with input from the Council's Ad Hoc Cannabis Subcommittee to allow, subject to the granting of a limited number of Conditional Use Permits, commercial cannabis manufacturing, distribution, testing and research facilities, and limited numbers of cannabis retailers (non-storefront delivery services) for medical cannabis. Consideration is also being given to expanding allowable activities to indoor commercial cultivation and businesses seeking adult/recreational cannabis licenses. All commercial cannabis businesses would be limited to the Industrial and Light Industrial zones.

Concurrent with approval of a zoning ordinance to establish the permitted cannabis uses in the City, staff will prepare a separate "regulatory ordinance" to address non-land use related business regulations, such as application requirements, site/security considerations, operational requirements, and specific mitigation measures to address community impacts. In addition, a Permit Fee Schedule will be implemented to cover costs of application processing and administration and enforcement of the City's Commercial Cannabis Program.

Background:

Applicable Law

On June 27, 2017, the Governor signed SB 94, a budget trailer bill that became effective immediately, to consolidate state licensing of medicinal and recreational "adult-use" cannabis businesses into a single regulatory scheme, now titled the "Medicinal and Adult-Use Cannabis Regulation and Safety Act" (MAUCRSA). The purpose of SB 94 was to,

among other things, consolidate the state licensing scheme of commercial cannabis businesses set forth in Proposition 64, approved by the voters on November 8, 2016, with the legislation enacted by the State in 2015 regarding medical cannabis businesses. The distinction between medical and adult-use cannabis remains in the state law (designated by an “M” or an “A” prefix on the license type), but the overall licensing requirements and process is now consolidated to be the same for both medical and adult-use cannabis businesses.

Some jurisdictions in California are adopting zoning ordinances to allow commercial cannabis uses. Proposition 64 establishes up to 19 different categories of state licenses for commercial cannabis, including commercial cultivation, manufacturing, testing, distribution, and dispensary/retail sales. Proposition 64 also authorized the State of California to begin issuing commercial cannabis licenses to entities as of January 1, 2018 if the business activity is also permitted under applicable local (i.e. city) ordinance.

On September 16, 2017, the Governor signed AB 133 into law, which further amended State law regarding commercial cannabis businesses. Of particular significance, AB 133 amended the law to allow operators to conduct multiple and different types of commercial activities on the same physical premises.

Current City Regulations:

On August 22, 2017, the City Council adopted amendments to Article 21.5 to:

- (a) provide that any person within the City of Woodland may cultivate cannabis inside of any residence or enclosed and secure secondary structure that meets certain requirements specified in the ordinance, consistent with state law that permits indoor cultivation of cannabis for medical and non-medical purposes, and
- (b) prohibit all outdoor cultivation of cannabis.

The Woodland Municipal Code does not currently allow commercial cannabis businesses.

Ad Hoc Subcommittees:

Both the Planning Commission and the City Council appointed ad hoc two-member subcommittees. Planning Commissioners Harris and Lizarraga met with Mayor Angel Barajas and Council member Rodriguez. The Planning Commission and City Council ad hoc subcommittees have met several times, with the latest meeting on October 5, 2017.

The subcommittees initially concurred with taking a measured and phased approach to regulation of cannabis, seeking to maximize potential benefits to the City while allowing assessment and evaluation of impacts prior to moving forward on potential expanded uses. The sub-committees have consistently felt comfortable with allowing some limited commercial and industrial cannabis-related activities, generally limited to medical cannabis uses. At the most recent October 5, 2017 meeting, it was also suggested that limited indoor cultivation and retail deliveries should be brought to the Council for additional consideration and discussion.

Prior Planning Commission and City Council Discussion:

The Planning Commission discussed commercial cannabis at its August 3, 2017 meeting and provided feedback to staff regarding several questions. Responses were varied on each topic, with at least three members stating that they liked the incremental or step approach to allowing commercial cannabis uses in the City.

Potential commercial cannabis uses were brought to the City Council for further discussion at the Council’s August 22, 2017 meeting. City Council discussion was also varied, but similarly suggested moving forward with an incremental approach to allowing certain wholesale, industrial uses in the City, with an openness to consider retail uses at a future date. Staff was directed to continue working on proposed zoning amendments and regulations regarding commercial cannabis uses.

The City has also been approached by interested members of the community (and representatives of the broader cannabis industry) regarding a range of potential commercial activities, to include cannabis manufacturing and distribution businesses, testing labs, and medical retail dispensaries.

Discussion:

Staff has prepared a preliminary draft of a Zoning Ordinance to permit, subject to the granting of a conditional use permit, commercial cannabis manufacturing, testing and research facilities, distribution facilities, and limited cannabis retail activities in the Industrial and Light Industrial Flex Overlay zones in the City. In addition, the draft ordinance currently contemplates allowing distribution facilities to include onsite, indoor cultivation of cannabis on the same premises. (See Attachment 1).

The purpose of the ordinance is to provide zoning and land use controls over certain cannabis uses consistent with State law. All proposed zoning regulations and cannabis uses may be amended or removed pending further Council direction.

A 600-foot radius buffer from uses such as K-12 schools, day cares and youth centers is provided in State Law but does not prohibit local jurisdictions from adopting a different radius distance from these or other sensitive uses, including parks. In viewing the City's Cannabis Sensitivity Map, there are two areas in the Industrial District that may be impacted by the buffer due to adjacent sensitive uses. (See Attachment 2). Staff recommends codifying buffer zones around sensitive areas, consistent with State law.

All commercial cannabis uses would be subject to applicable performance standards already in place in the City's Municipal Code and in the intended Interim Zoning Ordinance for manufacturing, research and development and testing, and distribution uses. Individual CEQA analysis for commercial cannabis uses will be determined on an individual project basis pursuant to the standard planning review process applicable to conditional uses.

Use	District Allowed	Zoning Standards	Zoning Process
Indoor Commercial Cultivation	Industrial (I) Industrial with Light Industrial Flex Overlay (I/LIF)	- Limited to 22,000 square foot area of total canopy, located on same premises as distribution facility (no stand-alone cultivation facility permitted) - On-Site Retail Sales Prohibited - Performance Standards	Conditional Use Permit (CUP)
Manufacturing - Non-Volatile - Volatile	Industrial (I) Industrial with Light Industrial Flex (I/LIF)	- Limited to manufacturing for wholesale distribution for resale; - Retail sales prohibited - Performance Standards	Conditional Use Permit (CUP)
Testing, Research and Development	Industrial (I) Industrial with Light Industrial Flex (I/LIF)	Indoor cultivation may be permitted up to 22,000 square feet of canopy, located on	Conditional Use Permit (CUP)

		same premises • Retail sales prohibited • Performance Standards	
Distribution	Industrial (I) Industrial with Light Industrial Flex (I/LIF)	• Retail sales prohibited • Indoor cultivation may be permitted up to 22,000 square foot area of total canopy size, located on same premises as distribution facility • Performance Standards	Conditional Use Permit (CUP)
Retailers (Dispensaries)	Industrial (I) Industrial with Light Industrial Flex (I/LIF)	• Prohibited, except as a delivery-only business providing retail sales of exclusively medical cannabis (no open and public storefront) • Limited in total number	Conditional Use Permit (CUP)

Description of Uses:

The proposed Ordinance includes the following definitions for types of cannabis uses:

- “*Cannabis Manufacturing*”
- “*Cannabis Laboratories and Research*”
- “*Cannabis Distribution Facility*”
- “*Cannabis Retailers*”

Manufacturing

- *Non-Volatile Manufacturing*
Includes manufacturing, assembly, blending, infusing, packaging or otherwise making or preparing a cannabis product from raw materials for wholesale distribution. Products are typically ready for use or consumption or may be semi-finished to become a further component for further assembling and packaging. Manufacturing may include distribution of wholesale products from the premises for the purpose of resale and not to consumers. Retail sales are prohibited.
- *Volatile Manufacturing*
Includes extraction, refining, or other manufacturing from raw material using hazardous materials in liquid, solid or gas form. Products are typically ready for use or consumption or may be semi-finished to become a further component for further assembling and packaging. Manufacturing may include distribution of wholesale products from the premises for the purpose of resale and not to consumers. Retail sales are prohibited.

Current proposed zoning permits both Volatile and Non-Volatile Manufacturing subject to a CUP.

Testing, Research and Development

Includes laboratories, testing, research, design, analysis, and/or development of a product. Retail sales are prohibited. State-licensed testing facilities may not be collocated with other commercial cannabis businesses, and are intended to be neutral facilities that test cannabis and cannabis products for quality control and assurance.

Distribution

Includes any facility engaged in the procurement, temporary storage, non-retail sales, and transport of cannabis products between State-licensed cannabis businesses, including warehouses and similar structures. Retail sales are prohibited. Distribution facilities are a separate and distinct use from deliveries performed as part of a retail sale of cannabis to consumers.

Current proposed zoning is drafted to also allow indoor commercial cultivation of cannabis at distribution facilities. The intent would be for these to operate as collocated businesses, subject to compliance with State law and regulations, including that the premises was properly licensed by the State to engage in both distribution and cultivation.

Retailers

Retailers, commonly referred to as “dispensaries,” conduct retail sales of medical and/or recreational cannabis and cannabis products to consumers. State law requires all retailers to operate from a physical premises, even if sales are performed exclusively through deliveries.

The proposed zoning would prohibit retailers in the City, with the exception of retailers that provide exclusively medical cannabis through delivery sales. The intent would be that certain limited sales of medical cannabis to patients and caregivers would be permitted in the City, but open storefronts for sales of cannabis would still be prohibited. Adult-use recreational cannabis sales would also be prohibited. Consideration would also need to be given to regulating deliveries from out-of-town retail establishments.

This has been drafted specifically for Council discussion and feedback only and not part of formal staff recommendation, based on Subcommittee suggestion.

Future Additional Regulatory Measures

Pending Council’s action and feedback to allow certain commercial cannabis uses, staff will prepare a separate “regulatory ordinance” to address the related business and operational requirements to be imposed on such uses. These business and operational regulations would be imposed as part of a separate “Cannabis Business Permit” that would be required to operate in the City and renewed annually. Accordingly, City Council will ultimately consider various regulatory issues associated with the new commercial cannabis business, including:

- Requirements for permit issuance, such as the business’s legal entity status, background checks of owners and employees, proof of valid State licenses and other application criteria
- Site security requirements, such as requiring designated secured-entry access points, video surveillance requirements, and requiring an owner or manager onsite at all times
- Processing and license fees and payment of taxes, as may be applicable
- Potential operating agreement and/or indemnification agreement with the City regarding the cannabis use and the duration of cannabis permits, among other issues.
- Compliance with Track-and-Trace program.
- Mitigation measures for community or adjacency impacts of business operations.

Fees, Permits and Review Process

Two additional components for the cannabis review include developing an application review process and establishment of a fee program needed to cover costs of administering and enforcing the city's Commercial Cannabis Program. Additional staffing will be needed to administer the proposed program, including public safety, code enforcement, administrative support and accounting/auditing functions.

Desired City Council Feedback:

After discussion between the members of the ad hoc subcommittees, and Planning Commission at their August 3, 2017

meeting and City Council at their August 22, 2017 meeting, regarding the potential for commercial cannabis uses in Woodland, staff has identified several preliminary zoning issues for City Council discussion and feedback.

- **What types, if any, commercial cannabis uses should be permitted, conditionally permitted, or prohibited within the City of Woodland**
 - *The proposed ordinance recommends allowing the establishment of cannabis manufacturing, testing, research, distribution for medical cannabis*
 - *Consideration of including indoor cultivation in combination with distribution facilities and retail deliveries.*
- **Whether commercial cannabis should consider medical and adult recreation licenses**
 - *It is recommended that medical (M) license types only be allowed, with the exception of testing/lab uses that would allow both medical and adult license types (M & A).*
 - *Option to allow manufacturing, distribution and deliveries for both medical and adult/recreational uses.*
- **Where should commercial cannabis uses should be located within the City of Woodland**
 - *The proposed ordinance recommends limiting commercial cannabis uses to the Industrial and Industrial Flex Zones.*
- **Whether both non-volatile and volatile manufacturing should be considered**
 - *The California Fire codes and regulations address plant processing and extraction by use of solvents. The proposed ordinance contemplates both volatile and non-volatile uses.*
- **Whether retail cannabis uses should be permitted in the City**
 - *The proposed ordinance limits retail uses to medical deliveries only*
- **Whether there should be a limit on the total number and size of commercial cannabis uses**
 - *It is recommended that a limited number of Conditional Use Permits (CUP) be initially allowed (staff recommended no more than eight (8)).*
 - *That indoor cultivation uses be limited to 22,000 square foot of canopy size as provided in state license.*
 - *The city may wish to further restrict the number of CUPs by type of use or by uses that have individual vs combined licenses.*
 - *The city may choose to provide a different size limit. As example, Davis limits indoor on-site cultivation to 600-square feet associated with research and development purposes only, whereas, West Sacramento does not provide limits on size for any use.*
- **Whether there should be a limit placed on the number of out-of-City retail delivery licenses?**
 - *It is recommended that consideration be given to limiting, through licensing, the number of out-of-city based delivery businesses, which would not be covered by Conditional Use Permits.*
- **Whether an additional buffer(s) should be required from sensitive uses**
 - *The State provides for a 600-foot radius buffer from uses such as schools, day cares, and places where children congregate, but does not prohibit local jurisdictions from adopting lesser or greater distance. Should sensitive areas be defined as including existing city parks and open space as well as the planned parks such as the Regional Park site?*
 - *Commercial youth based recreational uses may change location over time.*
 - *Should City Council discretion be allowed in considering a cannabis use within 600-feet of an identified sensitive use if it is found not to pose a threat to any minors that may be present at this*

location.

-
- **Whether the City should allow Special Events where commercial cannabis products are sold or consumed?**

Conclusion:

Staff recommends that the City Council receive a staff report regarding proposed and recommended options for allowing commercial cannabis uses in the City of Woodland.

Prepared By: Ashley Ratlif, Deputy City Attorney and Cindy A. Norris, Principal Planner

Reviewed By: Ken Hiatt, Assistant City Manager Community and Economic Development



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Draft Commercial Cannabis Ordinance	10/11/2017	Ordinance
Cannabis Sensitivity Map	10/13/2017	Exhibit

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING ARTICLE 25-21.6 TO THE CITY OF WOODLAND MUNICIPAL CODE RELATED TO ZONING OF COMMERCIAL CANNABIS CULTIVATION, MANUFACTURING, TESTING, RESEARCH, AND DISTRIBUTION BUSINESSES IN THE CITY OF WOODLAND

WHEREAS, the City of Woodland’s Municipal Code currently prohibits any person from carrying on a business in the City that is in violation of state or federal law; and

WHEREAS, the City of Woodland does not permit cannabis related businesses to open or operate within the City; and

WHEREAS, the voters of the State of California adopted Proposition 64, the Adult Use of Marijuana Act, on November 8, 2016, which authorized certain personal cultivation and use of cannabis; and

WHEREAS, on June 27, 2017, the Governor signed SB 94 into law, a budget trailer bill effective immediately, to consolidate state licensing of medicinal and recreational “adult-use” cannabis businesses into a single regulatory scheme, now titled the “Medicinal and Adult-Use Cannabis Regulation and Safety Act” (MAUCRSA); and

WHEREAS, state law authorizes the City of Woodland to either prohibit or regulate commercial cannabis uses; and

WHEREAS, the City Council of the City of Woodland has determined that reasonable regulations regarding the establishment of commercial cannabis cultivation, manufacturing, testing, research, and distribution businesses in the City, as defined in this Ordinance and consistent with State law, will provide an appropriate balance between the City’s interests in fostering certain commercial, agricultural, and research-related activities while also protecting the public health, safety, and welfare of Woodland residents; and

WHEREAS, the City of Woodland Planning Commission considered this Ordinance amending the Zoning Code regarding commercial cannabis uses during a duly noticed public hearing on _____, 2017, and voted _____ to recommend that the City Council adopt this Ordinance and the proposed Zoning Code amendments; and

WHEREAS, the City Council finds, based on the Planning Commission’s recommendation, that this Ordinance is in general conformance with the City’s General Plan and that the public necessity, convenience, and general welfare require the adoption of this Ordinance to balance the City’s interests in maintaining and developing certain commercial cannabis activities in the City while preserving the public health and safety of Woodland residents; and

WHEREAS, the City Council also finds that adoption of this Ordinance preserves and clarifies the City's intended Zoning regulations regarding cannabis uses and is intended to retain and maintain local land use authority over those uses in light of State law and State licensing of commercial cannabis uses; and

WHEREAS, the City Council finds that this Ordinance will not result in any significant changes to the character or use of properties in the City and is not a project with the potential for causing a significant effect on the environment requiring California Environmental Quality Act (CEQA) analysis, and is categorically exempt from CEQA; and

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

Section 1. Article 21.6 is hereby added to Chapter 25 of the Woodland Municipal Code to read as follows:

Article 21.6 – Commercial Cannabis Businesses

25-21.6-10 – Purpose

25-21.6-20 – Applicability

25-21.6-30 – Definitions

25-21.6-40 – General Conditions

25-21.6-50 – Cannabis Manufacturing

25-21.6-60 – Cannabis Laboratories and Research

25-21.6-70 – Cannabis Distribution Facilities

25-21.6-80 – Cannabis Retailers

25-21.6-90 – Additional Regulatory Requirements

25-21.6-10 – Purpose.

The purpose of this Article is to impose zoning restrictions on commercial cannabis businesses in the City of Woodland as authorized and/or licensed by the State of California pursuant to State law. This Article is not intended to, and does not, give any person or entity independent legal authority to operate a cannabis business. Rather, it is intended to impose zoning restrictions regarding cannabis businesses that may operate in the City pursuant to this Code and State law. This Article is in addition to any other business license and regulatory requirements imposed on cannabis businesses by this Code or other applicable law.

25-21.6-20 – Applicability

No part of this Article shall be deemed to conflict with federal law, as contained in the Controlled Substances Act, nor to otherwise permit any activity that is prohibited under that Act or any other local, state, or federal law, statute, rule, or regulation. Nothing in this Article shall be construed to allow any conduct or activity relating to cultivation, distribution, dispensing, sale or consumption of cannabis that is otherwise illegal under local or state law. No provision of this Article shall be deemed a defense or immunity to any action brought against any person by the Yolo County

District Attorney's office, the Attorney General of the State of California, or the United States of America.

25-21.6-30 – Definitions

The following words and phrases shall have the following meanings when used in this section:

“Cannabis” means all or any parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis, and cannabis as defined by section 11018 of the California Health and Safety Code, as it may be amended. For purposes of this Article, “cannabis” means and includes both cannabis for medical purposes and non-medical, “adult-use” purposes, unless otherwise specified, but does not include industrial hemp.

“Cannabis business” means a business activity including, but not limited to, planting, cultivation, harvesting, transporting, manufacturing, compounding, converting, processing, preparing, storing, packaging, distributing, researching, testing, providing, or selling wholesale and/or retail sales of cannabis. A cannabis business includes any facility, building structure, or location, expressly including dispensaries and deliveries, and shall expressly include those commercial cannabis activities authorized and/or licensed by State law.

“Cannabis distribution facility” means any facility engaged in the procurement, temporary storage, non-retail sales, and transport of cannabis or cannabis products between State-licensed cannabis business, including warehouses and similar structures.

“Cannabis laboratories and research” means a laboratory, facility, or entity that offers or performs tests or testing of cannabis or cannabis products. It includes start-up or incubator research activities, which typically include but are not limited to research, design, analysis, development, and/or testing of a cannabis product, and laboratories or facilities engaged in scientific research studies, investigation, testing, or experimentation, but not including cannabis manufacturing or sales of cannabis.

“Cannabis manufacturing” means the compounding, blending, extracting, infusing, or otherwise making or preparing a cannabis product. For purposes of this Article, cannabis manufacturing expressly includes the production, preparation, propagation, processing, or compounding of cannabis or cannabis products directly or indirectly, including through extraction and/or chemical synthesis methods. Cannabis manufacturing may include distribution of wholesale products from the premises, but shall not include any retail sales of cannabis or cannabis products or other sales to consumers.

“Cannabis retailer” means a premises permanently located in the City licensed by the state of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code section 26000 et seq., as may be amended, where cannabis is provided for retail sale, including an establishment that delivers cannabis as part of a

retail sale. Unless otherwise specified, “Cannabis retailer” means both a retailer selling medical cannabis and medical cannabis products to patients with valid physician’s recommendations, and a retailer providing adult-use cannabis and cannabis products for adults 21 years of age and over.

“Hazardous material” means any material, including any substance, waste, or combination thereof, that because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed. “Hazardous material” includes any volatile solvent that produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

25-21.6-40 – General Conditions

(a) No cannabis business may operate in any zoning district in the City of Woodland except as expressly permitted by and in conformance with the provisions of this Article. No cannabis business may engage in the retail sales of cannabis unless expressly permitted or conditionally permitted under the Municipal Code.

(b) Any cannabis business permitted by this Article must, prior to establishing and operating a cannabis business, obtain and maintain at all times a valid license issued by the State of California, as may be applicable, and any other local or regulatory licenses required by this Code. Any cannabis business operating without a valid license from the State of California shall cease operations until a valid State license is obtained, in addition to any other State and local requirements that may apply.

(c) Pursuant to California Business and Professions code section 26054(b), as may be amended, no cannabis business may be located within a 600 foot radius of a school providing K-12 instruction, a day care center or a youth center in existence at the time the license is issued.

(d) The Planning Commission shall review all cannabis conditional use permits and provide a recommendation regarding approval to City Council. The City Council shall serve as the final review authority for all cannabis conditional use permits pursuant to this Article, and is authorized to approve or deny cannabis conditional use permits. In exercising its discretion, the Planning Commission and City Council shall consider the following factors, in addition to all other requirements provided for in Article 27 of Chapter 25 of the Municipal Code:

- (1) The type of proposed use by the applicant;
- (2) Whether the proposed use will be detrimental to the health, safety and welfare of the community;
- (3) Whether the use would enhance the economic viability of the area in which it is proposed to be located;
- (4) Whether the applicant has adequately addressed potential community benefits of the use to offset potential adverse impacts;
- (5) The extent of support or opposition to the proposed use and location from members of the community;

- (6) The number of cannabis uses located within 1,000 feet of the proposed location;
- (7) The extent to which the proposed use would cause a further overconcentration of that particular type of use in the area;
- (8) The background and the history of the applicant, including the nature and extent of problems on any premises where he or she has operated a cannabis business in the past; and
- (9) Whether there is a history of police or crime-related problems in the area of the proposed location.

25-21.6-50 – Cannabis Manufacturing

(a) Cannabis manufacturing may be permitted, subject to the requirements of the Municipal Code, including all applicable Performance Standards, and the granting of a conditional use permit, as provided for in Article 27 of Chapter 25 of the Municipal Code, in Industrial (I) zone and Light Industrial Flex zone.

(b) Cannabis manufacturing may include distribution of wholesale products from the premises for the purpose of resale, but shall not include any retail sales or other sales directly to consumers.

(c) Cannabis manufacturing that will involve or include hazardous substances requiring a “Manufacturing Level 2” license from the State for sites that manufacture cannabis products using volatile solvents are prohibited. [Alternatively: “are limited to no more than _____ sites located in the City.”]

25-21.6-60 – Cannabis Laboratories and Research

Cannabis laboratories and research facilities may be permitted in the Industrial and Light Industrial Flex zones, subject to all applicable Performance Standards, and the granting of a conditional use permit, as provided for in Article 27 of Chapter 25 of the Municipal Code. Cannabis laboratories and research facilities are prohibited from engaging in commercial manufacturing and sales of cannabis.

25-21.6-70 – Cannabis Distribution Facilities

(a) Cannabis distribution facilities may be permitted, subject to the requirements of the Municipal Code, including any applicable Performance Standards, and the granting of a conditional use permit, in the following zones in the Industrial and Light Industrial Flex zones.

(b) Cannabis distribution facilities may include indoor cultivation of cannabis, subject to the following additional restrictions:

- (1) The cannabis cultivation area shall not exceed 22,000 square feet, inclusive, of total canopy size on the premises.
- (2) The indoor cultivation of cannabis must occur within or upon the same premises as the distribution facility.

- (3) The applicant shall obtain and maintain all applicable State license types required to conduct the distribution and cultivation of cannabis, in addition to any other licenses or permits required by this Code.

25-21.6-80 – Cannabis Retailers

(a) Cannabis retailers are prohibited in the City, subject to the following narrow exception:

- (1) Cannabis retailers providing exclusively medicinal cannabis pursuant to an “M-Type 10 Retailer” State license may be permitted subject to the granting of a conditional use permit and the requirements of the Municipal Code, including any applicable Performance Standards, in the Industrial and Light Industrial Flex zones.
- (2) Cannabis retailers permitted by this section shall not contain a storefront open and accessible to the public and shall perform retail sales exclusively by delivery, in accordance with all applicable State laws and regulations.
- (3) Cannabis retailers permitted by this section shall be limited to a total of ____ in the City. The Community Development Director or his or her designee is authorized to administer reasonable guidelines and criteria, including appropriate application periods, for accepting applications for cannabis retailer use permits consistent with this section.

25-21.6-90 – Additional Regulatory Requirements

In addition to complying with all applicable requirements in this Article and obtaining a State license for commercial cannabis activities, no commercial cannabis use may operate in the City without first obtaining a cannabis business permit.

Section 2. *Insert land use table amendments in this and following section(s).

Section ____ Severability. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section ____ CEQA. The City Council hereby finds that the Zoning regulations in this Ordinance are consistent with existing zoning standards that apply to other similar commercial uses in the City.

Section ____ Effective Date. This Ordinance shall take effect thirty (30) days after its adoption

PASSED AND ADOPTED by the City Council of the City of Woodland on this ____ day of ____, 2017, by the following vote:

DRAFT

