



City of Woodland

Meeting Agenda

City Council

City Hall
300 First Street
Woodland, CA 95695

Tuesday, December 5, 2017

6:00 PM

Council Chambers

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

December 5, 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. MINUTES

- 2. City Council Meeting Minutes of November 7, 2017 and November 21, 2017

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 7, 2017 and November 21, 2017.

- 3. Parks & Recreation Commission Meeting Minutes for October 23, 2017

Staff recommends that the City Council receive the October 23, 2017 Parks & Recreation Commission Minutes that were approved on November 27, 2017.

4. Commission on Aging Minutes for October 19, 2017
Staff recommends that the City Council receive the October 19, 2017 Commission on Aging meeting minutes that were approved on November 16, 2017.

G. CONSENT CALENDAR

5. Waste Management Annual Rate Adjustment
Staff recommends that the City Council: 1) receive the Waste Management 2018 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2018 rate adjustments approved.
6. Spring Lake Maintenance CFD Annual Accountability Report
Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2017.
7. Authorize the Purchase of One Replacement Dump Truck for Streets Maintenance
Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of one (1) replacement dump truck for Streets Maintenance through Downtown Ford of Sacramento in the amount of \$79,275.78.
8. Authorize Contracts for Facility Condition Assessments and Capital Planning Software
Staff recommends that the City Council adopt Resolution No. _____, authorizing the contract award for a Facility Condition Assessment to Accruent, LLC in the amount of \$50,960 and authorize allocation of available funding for a multi-year software license agreement to support the City's facilities asset management program.
9. Approve Professional Services Agreement with Ponticello Enterprises for Utility Engineering Staff Augmentation Services
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the consultant services agreement with Ponticello Enterprises for Utility Engineering Staff Augmentation Services for an amount up to \$190,000.
10. Authorize Contract Amendment to Citywide Landscape Maintenance Contract with Dominguez Landscape Services, Inc.
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract amendment with Dominguez Landscape Services Inc. for Citywide Landscape Maintenance Services.
11. Second Reading for Zoning Ordinance to Add Commercial Cannabis Uses
Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 1629, approving the addition of Article 21.6 of Chapter 25 of the Woodland Municipal Code related to zoning of commercial cannabis uses.
12. Second Reading Commercial Cannabis Business Regulatory Ordinance
Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 1630, approving the addition of Chapter 13A of the Woodland Municipal Code related to Commercial Cannabis Business Permits and Regulations.

H. REPORTS OF THE CITY MANAGER

13. Adopt City of Woodland's Revised Emergency Operations Plan and Approve Letter of Promulgation

Staff recommends that the City Council adopt Resolution No. _____, approving the City of Woodland's Emergency Operations Plan revising and authorizing the Mayor to sign the Letter of Promulgation stating the Council's support for the Plan.

14. Proposed Amendments to the Inclusionary Housing Ordinance
Inclusionary Housing Ordinance

15. Rotation of Mayor and Mayor Pro Tempore

Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Article II of the Woodland Municipal Code.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for December 5, 2017 was posted on December 1, 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: December 5, 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, 530-661-5806, ana.gonzalez@cityofwoodland.org

Background:

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

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Long Range Calendar	12/1/2017	Backup Material

UPDATED COUNCIL LONG RANGE CALENDAR

DECEMBER 19th

REGULAR MEETING

Consent

Annual AB 1600 (Development Impact Fee) Report
Measure E and Measure J Annual Reports
Public Works Quarterly Report

Public Hearing

Spring Lake Specific Plan Update / SLIF Fee Update

Regular Calendar

Commercial Cannabis Program Fee Schedule
Board and Commission Appointment Process
2018 Council Meeting Calendar
County Fair Mall – Charette Final Report
PCP Lease

JANUARY 2nd

NO MEETING

JANUARY 16th

REGULAR MEETING

Public Hearing

Affordable Housing Ordinance Amendments (1st Reading)
Interim Zoning Update (1st Reading)

Regular Calendar

Ag Mitigation Ordinance
2017/2018 City Council Goals – Status Report (Informational)
Code Enforcement Ordinance Update

FUTURE TOPICS / STUDY SESSIONS (TBD):

Development Impact Fee Update
Annexation Tax-Sharing Agreements
Noise Ordinance
Animal Control
Interim Zoning Update (1st reading) – February 6th



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 2.
SUBJECT: City Council Meeting Minutes of November 7, 2017 and November 21, 2017

Recommendation for Action:

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of November 7, 2017 and November 21, 2017.

Staff Contact:

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

A handwritten signature in black ink, which appears to read "Paul Navazio".

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Draft CC Minutes of Nov 7, 2017	12/1/2017	Minutes
Draft CC Minutes of Nov 21, 2017	12/1/2017	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, November 7, 2017

6:00 PM
Council Chambers
City Council

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

November 7, 2017

6:00 PM

VIDEO A. CALL TO ORDER

Meeting called to order at 6:00PM.

VIDEO B. ROLL CALL

Present: Barajas, Fernandez, Rodriguez and Stallard

Absent: Davies

VIDEO C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Diane Adams, Library Board Member.

VIDEO D. COMMUNICATIONS-PUBLIC COMMENT

None

VIDEO E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

VIDEO

1. Long Range Calendar

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

VIDEO F. MINUTES

2. City Council Meeting Minutes of October 3, 2017 and October 17, 2017

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of October 3, 2017 and October 17, 2017.

3. Commission on Aging Minutes from September 21, 2017

4. Parks & Recreation Commission Meeting Minutes for September 25, 2017

Staff recommends that the City Council receive the September 25, 2017 Parks & Recreation Commission Minutes that were approved on October 23, 2017.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted the CORRECTED minutes of the Joint Regular City Council/Woodland Finance Authority meeting of October 3, 2017 and October 17, 2017; received the Commission on Aging Minutes of September 21, 2017 and the Parks & Recreation Commission Meeting Minutes of September 25, 2017.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO G. PRESENTATIONS

VIDEO 5. Library Facility Master Plan Presentation

Staff recommends that the City Council receive an update regarding the Library Facility Master Plan. Library Board of Trustees members will be at the meeting to conduct a presentation.

Consultants Chris Noll and Ned Reifenstein gave a presentation to Council regarding the Library Master Plan presentation.

Absent: Davies

VIDEO H. CONSENT CALENDAR

6. Fire Department Quarterly Status Report for Period of July 2017 - September 2017

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for July 2017 through September 2017.

Received Fire Department Status Report for Period July 2017 - September 2017.

Absent: Davies

7. Treasurer's Investment Report Quarter Ending September 30, 2017

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended September 30, 2017.

Accepted the Quarterly Treasurer's Investment Report for the quarter ended September 30, 2017.

Absent: Davies

8. Authorization to Purchase One (1) Chevy Tahoe Police Patrol Vehicle

Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of one (1) Chevy Tahoe Police Patrol Vehicle from Winner Chevrolet in the amount of \$59,194.28.

Adopted Resolution No. 6953, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF ONE REPLACEMENT CHEVY TAHOE POLICE PATROL VEHICLE.

Absent: Davies

9. Authorize Purchase Order of \$68,000 with Utility Service Co Inc. for Water Distribution Pipe Cleaning

Staff recommends that the City Council Adopt Resolution No. _____, authorizing a purchase order of \$68,000 with Utility Service Co., Inc. for water distribution pipe cleaning in response to numerous water quality complaints.

Adopted Resolution No. 6954, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A PURCHASE ORDER OF \$68,000 WITH

UTILITY SERVICE CO., INC. FOR WATER DISTRIBUTION PIPE CLEANING SERVICES.

Absent: Davies

10. Approve Budget Appropriation for General Plan Update Project (CIP 07-06)

Staff recommends that the City Council adopt Resolution No. _____, approving an additional budget appropriation of \$5,040 from the General Fund for the General Plan Update project (CIP #07-06).

Adopted Resolution No. 6955, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING AN ADDITIONAL \$5,040 FROM THE GENERAL FUND TO BE CONTRIBUTED TO THE CAPITAL PROJECTS FUND FOR COMPLETION OF THE GENERAL PLAN UPDATE PROJECT, 07-06.

Absent: Davies

VIDEO

11. Approve Funding for Regional Assessment of Fair Housing and Receive Update on Regional AFH Effort

Staff recommends that the City Council adopt Resolution No. _____, approving an amendment to the FY 2017/18 budget as necessary to pay the city's share of the regional assessment of fair housing (AFH) and related expenses; appropriating \$9,900 in Housing Trust funds (Fund 326) to the FY 2017/18 budget; resulting in a total appropriation of \$32,800 in Fund 326; and receive an update on the regional AFH effort.

Adopted Resolution No. 6956, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN APPROPRIATION OF \$9,900 IN HOUSING TRUST FUNDS FOR THE REGIONAL ASSESSMENT OF FAIR HOUSING.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Rodriguez and carried unanimously, Council Members approved Consent Calendar Items No. 6 through 11.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO I.

PUBLIC HEARINGS

VIDEO

12. PUBLIC HEARING – Extension of an Urgency Interim Ordinance Establishing a Moratorium on Mini-Storage/ Warehouse Facilities in All Zoning Districts

Staff recommends that the City Council:

- 1) Hold a public hearing to receive a staff report regarding the Moratorium Ordinance adopted by the City Council on July 18, 2017;
- 2) Issue a Report on the Measures Taken to Study Mini-Storage and Warehouse Uses and appropriate zoning for such uses; and
- 3) Adopt an Ordinance by a Four- Fifths Vote Extending Ordinance No. 1621 to December 31, 2018, a Moratorium on the Establishment of Mini-Storage/Warehouse Facilities in all Zones within the City of Woodland.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members held a Public Hearing and adopted Ordinance No., 1628, AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND PURSUANT TO GOVERNMENT CODE SECTION 65858 EXTENDING INTERIM URGENCY ORDINANCE NO. 1617 AND 1621 FOR AN ADDITIONAL ONE YEAR TO CONTINUE DURING THIS PERIOD THE TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW, OR EXPANSION OF, EXISTING MINI-STORAGE/WAREHOUSE FACILITIES.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO J. REPORTS OF THE CITY MANAGER

- VIDEO** 13. Authorize City Manager to Enter into Fee Deferral Agreement with Yolo Food Bank
- Staff recommends that the City Council approve Resolution No. _____, authorizing City Manager to enter into a Non-Residential Fee Deferral Agreement for the Yolo Food Bank “End Hunger Yolo” Project.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Resolution No. 6957, A RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO NON-RESIDENTIAL FEE DEFERRAL AGREEMENT WITH YOLO FOOD BANK FOR “END HUNGER YOLO” PROJECT.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

- VIDEO** 14. Winter Homeless Shelter Pilot Program
- Staff recommends that the City Council receive an update on a city-sponsored winter homeless shelter and adopt Resolution No. _____, approving the City’s participation in the winter shelter and authorizing the City Manager to execute an agreement to operate a winter shelter pilot program at a non-city owned property.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Resolution No. 6958, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO OPERATE A WINTER SHELTER PILOT PROGRAM.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO

15. Authorize a \$250,000 Budget Appropriation for the Community & Senior Center Fluid Cooler Project

Staff recommends that the City Council approve Resolution No. _____, authorizing a budget appropriation in the amount of \$250,000 for the Community & Senior Center Fluid Cooler Project with the funds allocated from the Facilities Asset Reserve fund (Fund 011).

On a motion by Council Member Rodriguez, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 6959, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING FUNDING TO INSTALL A FLUID COOLER AT THE COMMUNITY & SENIOR CENTER.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO

16. Board and Commission Reappointments

It is recommends that the City Council make appointments to fill vacancies on the Commission on Aging and the Historical Preservation Commission and re-appoint two members to the Planning Commission.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members approved the following appointments and re-appointments: Appoint Linda Weesner to Commission on Aging - term ending 12/31/2019; appointment Steve Barzo to Historical Preservation Commission - term ending 06/30/2019; reappoint Chris Holt to Planning Commission term ending 06/30/2021 and reappoint Fred Lopez to Planning Commission term ending 06/30/2021. Council Member Stallard made a recommendation to re-activate the Traffic Safety Commission. Council Members also agreed to bring this item back to Council to further discuss Board and Commission procedures.

Ayes: Barajas, Fernandez, Rodriguez, Stallard

Absent: Davies

VIDEO

17. Community Service Awards Nominating Committee

Staff recommends that the City Council appoint a new Nominating Committee at the November 7, 2017 regular City Council meeting for the 2018 Community Service Awards.

Council Members appointed members to the 2018 Community Service Awards Nominating Committee as follows: Council Member Davies - Gary Traynham; Mayor Pro Tem Fernandez - Kathy Trott; Mayor Barajas - Marie Perea and Cruz Ortiz; Council Member Rodriguez - Marco Lizarraga and Council Member Stallard - Dotty Pritchard.

Absent: Davies

VIDEO K. ADJOURN

Meeting adjourned at 7:16 PM in memory of those who lost their lives in the recent New York City and Texas tragedies.

City of Woodland

City Hall
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, November 21, 2017

6:00 PM
Council Chambers
City Council

**CITY COUNCIL
CLOSED SESSION**

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Section 54957.6

Agency Designated Representatives: City Manager and Human Resources Manager

Employee Organization(s): Mid-Management Unit Employees

B.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Section 54956.8

Properties: APN 042-580-015 and APN 027-852-007

Agency Negotiator: City Manager, Assistant City Manager, and City Attorney

Negotiating Parties: GST Capital Partners, LLC

Under Negotiations: Price and Terms of Payment

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

November 21, 2017

6:00 PM

VIDEO A. CALL TO ORDER

Meeting called to order at 6:07 PM.

VIDEO B. ROLL CALL

All Council Members present.

Present: Barajas, Davies, Fernandez, Rodriguez and Stallard

Absent: None

VIDEO C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Phil Hogan.

VIDEO D. COMMUNICATIONS-PUBLIC COMMENT

None.

VIDEO E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

1. Long Range Calendar

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

VIDEO F. PRESENTATIONS

- VIDEO
2. Small Business Saturday Proclamation

Staff recommends that the City Council adopt a Proclamation declaring Saturday, November 25, 2017 as Small Business Saturday.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously, Council Members adopted a Proclamation declaring Saturday, November 25, 2017 as Small Business Saturday. Mayor Pro Tem Fernandez presented the proclamation to Rose Marie.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO G. CONSENT CALENDAR

3. Appropriate Project Funding for Storm Repair Projects

Staff recommends that the City Council adopt Resolution No. _____, 1) Authorizing the City Manager to create a new capital project, the Main Street Sanitary Sewer and Storm Repairs, CIP 17-23, appropriate \$60,000 from Annual Sewer Repair and Replacement, CIP 08-21 to CIP 17-23, and appropriate \$40,000 from Measure E to CIP 17-23; and 2) Authorizing the City Manager to create a new capital project, the East Main Pump Station (EMPS) Storm Main Repairs, CIP 17-24 and appropriate \$50,000 from Measure E to CIP 17-24.

Adopted Resolution No. 6960, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATE PROJECT FUNDING FOR SEWER AND STORM REPAIR PROJECTS.

4. Police Department Quarterly Status Report for the Period of July 2017-September 2017

Staff recommends that the City Council accept the Police Department Quarterly Status Report for July 2017 through September 2017.

Received Quarterly Status Report for the period of July 2017 through September 2017.

- VIDEO
5. Approve Contract Amendment with BSK Associates for 2018 Water Quality Testing Services

Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to execute Amendment #3 to the agreement with BSK Associates for the 2018 Water Quality Testing Services, for an additional amount of \$108,327.

Council Member Stallard had a concern about maintaining transparency and doing the best job possible for the public, to insure they are getting services at the lowest possible price, and fair competition among all people who can

provide the service. Council Members Stallard's recommendation to staff is that there is a re-vetting in 2018 on this contract and have outside people participate.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously, Council Members adopted Resolution No. 6961, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CONTRACT AMENDMENT WITH BSK ASSOCIATES FOR THE 2018 WATER QUALITY TESTING SERVICES.

AYES: Barajas, Davies, Fernandez, Rodriguez, Stallard

6. FY 2018 OTS STEP Grant Application

Staff recommends that the City Council approve the appropriation of \$75,000 received via the FY18 Office of Traffic Safety Selective Traffic Enforcement Program (STEP) grant award.

Council Member Stallard voiced concerns about speeding in residential areas in the City. This is becoming a serious problem. Council Member Stallard's recommendation to staff is that this be a priority on slowing down traffic in the neighborhoods of Woodland with the use of signage and speed bumps.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously, Council Members adopted Resolution No. 6962, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$75,000 TO THE FY18 WOODLAND POLICE DEPARTMENT BUDGET.

AYES: Barajas, Davies, Fernandez, Rodriguez, Stallard

7. Final Acceptance and Notice of Completion for WPCF Clarifier Coating Project, CIP #17-20

Staff recommends that the City Council adopt Resolution No. _____, accepting the WPCF Clarifier Coating Project, CIP #17-20, as completed and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 6963, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR WPCF CLARIFIER COATING PROJECT (CIP #17-20).

8. Revisions to the Engineering Assistant/Senior Engineering Assistant Job Description; Upgrade current vacant Engineering Technician III to an Engineering Assistant/Senior Engineering Assistant within Community Development Department

Staff recommends that the City Council adopt the revisions to the Engineering Assistant/Senior Engineering Assistant job description and authorize an upgrade of the current vacant Engineering Technician III to an Engineering Assistant/Senior Engineering Assistant within Community Development Department.

Adopted revisions to the Engineering Assistant/Senior Engineering Assistant job description and authorized an upgrade of the current vacant Engineering Technician III to an Engineering Assistant/Senior Engineering Assistant within Community Development Department.

9. License Agreement with BZ-Bee Pollination – Bee Storage Yards

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a License Agreement with BZ-Bee Pollination, Inc. for Bee Storage Yards on portions of City owned property.

Adopted Resolution No. 6964, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH BZ-BEE POLLINATION, INC. TO USE PORTIONS OF SIX CITY OWNED PARCELS AS BEE STORAGE YARDS.

VIDEO

10. Support for Countywide Yolo Government Accountability and Transparency Program

Staff recommends that the City Council endorse LAFCO-initiated Government Accountability and Transparency Initiatives to include:

- 1) Adoption of Yolo Local Government Accountability and Transparency Program Statement
- 2) Request Yolo LAFCo to Conduct Municipal Service Reviews for Selected Types of Joint Powers Authorities/Agencies; and
- 3) Implement a Web Transparency Scorecard Process for Local Government Agencies.

Council Member Stallard requested that Consent Calendar items no. 5 and 6 be pulled off consent for discussion.

Endorsed LAFCO-initiated Government Accountability and Transparency Initiatives to include: Adoption of Yolo Local Government Accountability and Transparency Program Statement; Requested Yolo LAFCO to conduct Municipal Service Reviews for selected types of Joint Powers Authorities/Agencies; and approved implementation of a Web Transparency Scorecard Process for Local Government agencies.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members approved Consent Calendar items no. 1 through 4 and 7 through 10.

Ayes: Barajas, Davies, Fernandez, Rodriguez, Stallard

VIDEO H. PUBLIC HEARINGS

VIDEO 11. PUBLIC HEARING - Zoning Ordinance to Add Commercial Cannabis Uses

Staff recommends that the City Council:

1. Receive a Report concerning the proposed addition of Article 25-21.6 to the City of Woodland Zoning Code related to commercial cannabis zoning regulations; and
2. Conduct a public hearing; and
3. Find that this Ordinance is not a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations and Business and Professions Code Section 26055(h), as set forth in this Ordinance; and
4. Introduce and waive the first reading of an ordinance adding Article 25-21.6 to the Woodland Municipal Code; and
5. Schedule the second reading for adoption of Ordinance No. _____ for the December 5, 2017 City Council meeting.

On a motion by Council Member Davies, seconded by Council Member Rodriguez and carried on a 4 - 1 vote, Council Members introduced and waived the first reading of an ordinance adding Article 25-21.6 to the Woodland Municipal Code as follows:

1. **To allow, subject to the granting of a Conditional Use Permit (CUP): cannabis manufacturing, distribution, and testing facilities for medical and adult-use cannabis;**
2. **To prohibit cannabis retailers and commercial cultivation of cannabis in the City;**
3. **No more than six (6) CUPs will be approved in total for all commercial cannabis uses (but multiple uses may be located on one parcel or site within a single CUP);**
4. **All commercial cannabis businesses would be limited to the Industrial and Light Industrial Flex Zones;**
5. **Within the Industrial and Light Industrial Flex zones, a 600-foot buffer from specified sensitive uses (schools, day care centers, youth centers and public parks), consistent with but slightly expanded beyond, State Law, will apply to every cannabis use;**
6. **Additional findings and review criteria apply to the CUP approval process in order to allow the city the ability to assess impacts associated with facility size, mix of uses, concentration in an area, and impact on other businesses and surrounding properties; and**
7. **City Council will act as final review authority for granting the CUPs, with recommendation from Planning Commission.**

Ayes: Council Member Davies, Fernandez, Rodriguez and Mayor Barajas
Noes: Council Member Stallard

VIDEO I. REPORTS OF THE CITY MANAGER

- VIDEO** 12. Commercial Cannabis Business Regulatory Ordinance
- Staff recommends that the City Council:
1. Receive a Report concerning the proposed addition of Chapter 13A to the City of Woodland Municipal Code related to commercial cannabis business permits and regulations; and

2. Find that this Ordinance is not a project subject to California Environmental Quality Act (CEQA) review pursuant to Section 15061 (b) (3) of Title 14 of the California Code of Regulations as set forth in this Ordinance; and

3. Introduce and waive the first reading of an ordinance adding Chapter 13A to the Woodland Municipal Code; and

4. Schedule the second reading of adoption of Ordinance No. _____ for the December 5, 2017 City Council.

On a motion a motion by Mayor Pro Tempore Fernandez, seconded by Council Member Rodriguez and carried on a 3-1-1 vote, Council Members introduced and waived the first reading of Ordinance No.1630, approving the proposed addition of Chapter 13 as follows:

- 1. Adds new Chapter 13A to the Woodland Municipal Code to ensure all regulatory and permitting requirements for commercial cannabis businesses are self contained within a single chapter of the Code;**
- 2. Requires every cannabis business permitted by the Zoning Code to obtain and maintain valid State licenses, a City-issued business license, and a Cannabis Business Permit;**
- 3. Requires that if multiple operators are contained within a single site, (per an approved Conditional Use Permit (CUP), each operator must obtain a separate permit to conduct the cannabis business;**
- 4. Establishes a cannabis business permit program fee, with applicable fees to be set by resolution of City Council;**
- 5. Permits are not transferable and have a term of 1-year;**
- 6. Violations of the Cannabis Business Permit conditions, the applicable CUP, or State or local law constitute grounds for revocation or suspension of the Permit;**
- 7. Requires both a Business Plan and Community Relations Plan;**
- 8. Applicants are required to enter into an Operating Agreement with the City to ensure community benefits of the business adequately address potential adverse impacts on the community, and shall include an indemnification of the City;**
- 9. Cannabis businesses shall be locked and secured at all times, with sensitive areas such as storage of cannabis and cannabis products accessible only by authorized managers and staff of the permittee;**
- 10. Security surveillance cameras and an alarm system are required, subject to City approval;**
- 11. All persons under 21 years of age are prohibited from the cannabis business site;**
- 12. Cannabis consumption and alcohol are prohibited on the cannabis business site; and**
- 13. Out-of-town based delivery services must obtain a cannabis delivery permit and may not utilize cash transaction at the time of delivery of the product.**

Ayes: Mayor Pro Tem Fernandez, Council Member Rodriguez and Mayor Barajas

Noes: Council Member Stallard

Abstain: Council Member Davies

- VIDEO 13. Review of Draft Commercial Cannabis Permit Fees
- Staff recommends that the City Council review and provide feedback on draft Commercial Cannabis Permit Fees associated with implementation of the City's Commercial Cannabis Business Program.

Reviewed and provided feedback on Draft Commercial Cannabis Permit Fees associated with implementation of the City's Commercial Cannabis Business Program.

- VIDEO 14. Fiscal Year 2017/18 Quarterly Budget Update
- Staff recommends that the City Council:
- 1) Receive an informational report representing the FY2017/18 First Quarter Budget Update, and
 - 2) Receive a brief presentation on OpenGov; the City's newly implemented financial transparency tool.

Received informational report representing the FY 2017/18 First Quarter Budget Update and received a brief presentation on Open Gov; the City's newly implemented financial transparency tool.

VIDEO J. **ADJOURN**

Adjourned at 8:19PM.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 3.
SUBJECT: Parks & Recreation Commission Meeting Minutes for October 23, 2017

Recommendation for Action:

Staff recommends that the City Council receive the October 23, 2017 Parks & Recreation Commission Minutes that were approved on November 27, 2017.

Staff Contact:

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

Conclusion:

Staff recommends that the City Council receive the October 23, 2017 Parks & Recreation Commission Minutes that were approved on November 27, 2017.

Prepared By: Kris Bain, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

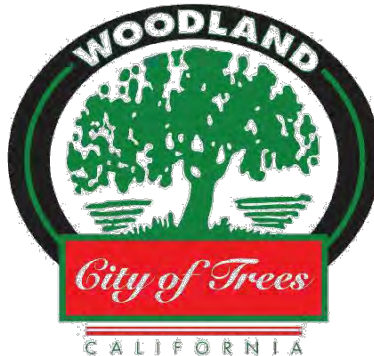
Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Parks & Recreation Commission Meeting Minutes for October 23, 2017	11/28/2017	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695



Parks and Recreation Commission Meeting Minutes

Monday, October 23, 2017

6:30 PM
Council Chambers

A. Call to Order

B. Roll Call

Absent: Miller

C. Pledge of Allegiance

D. Communications - Public Comment

E. Communications - Commission/Staff Statements and Requests

F. Presentation

G. New Business

H. Committee Reports

1. Standing Committees Reports

Staff recommends that the Commission give an update on the Standing Committees.

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

Facility Committee: Carla White-Snyder attended the Council meeting when Council approved, in Concept the Draft Parks and Recreation Facilities Recommendations. Christine Engel asked the Commission to review the 2017 Parks & Recreation Facilities Maintenance and Improvement Needs on existing facilities. there are over \$8 million needed to address these needs.

Absent: Miller

I. Consent Calendar

2. Approve September 25, 2017 Minutes

Staff recommends that the Commission approve the September 25, 2017 minutes.

On a motion by Jesse Salinas, seconded by Sinjit Singh and, Motion to accept the September 25, 2017 minutes as written.

Ayes: Ali, Foraker, Salinas, Singh, Valcarenghi, White-Snyder

Absent: Miller

J. Other Business

3. Commissioner Absent Request

Staff recommends that the Commission request an absence if they will miss an upcoming Commission meeting.

On a motion by Carla White-Snyder, seconded by Andrew Foraker and, Motion to approve the requested absence at the November meeting by Jesse Salinas.

Ayes: Ali, Foraker, Salinas, Singh, Valcarenghi, White-Snyder

Absent: Miller

4. Community Services Quarterly Report

Discussion of Quarterly report by Jesse Salinas asked staff to notify group, with over 60% non-residents on their roster, that they no longer qualified as a City of Woodland recognized league/club.

Absent: Miller

K. Report of the Staff

5. Community Services Report for October 23, 2017

Kris Bain and Westley Schroeder highlight items from the Community Services Report for the Commission.

Absent: Miller

L. Next Meeting

6. November 27, 2017

Absent: Miller

M. Adjourn

On a motion by Jesse Salinas, seconded by Carla White-Snyder and, Motion to adjourn the meeting at 7:27 p.m.

Ayes: Ali, Foraker, Salinas, Singh, Valcarenghi, White-Snyder

Absent: Miller



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 4.
SUBJECT: Commission on Aging Minutes for October 19, 2017

Recommendation for Action:

Staff recommends that the City Council receive the October 19, 2017 Commission on Aging meeting minutes that were approved on November 16, 2017.

Staff Contact:

Dallas Tringali, Community Services Program Director, (530) 661-2005, dallas.tringali@cityofwoodland.org

Conclusion:

Staff recommends that the City Council receive the October 19, 2017 Commission on Aging meeting minutes that were approved on November 16, 2017.

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

A handwritten signature in cursive script, reading "Paul Navazio".

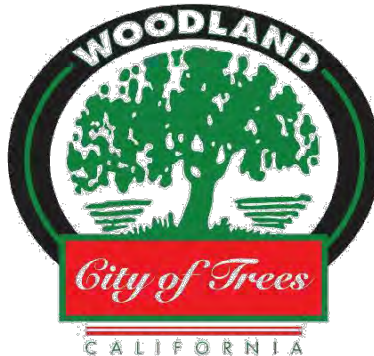
Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
10/19 minutes	11/29/2017	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695



Commission on Aging Meeting Minutes

Thursday, October 19, 2017

**3:00 PM
2001 East Street**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. COMMUNICATIONS—COMMISSION/STAFF STATEMENTS AND REQUESTS
- E. NEW BUSINESS

1. Minutes

Staff recommends that the commission approve the September 21, 2017 minutes.

On a motion by Terry Kelley, seconded by Heidi Wheeler and, Motion to accept the minutes with change to Communications-Commissions/Staff Statements and Requests to show that Kelley asked staff for an explanation of the City policy on Absence Requests for Commissions.

Ayes: Campbell, Kelley, Overholt, Wheeler

2. Consider Commissioner Requests for Excused Absences from Future Meetings

**Kelley will be absence from the January & February Meeting
Wheeler will be absent from January.**

On a motion by Regan Overholt, seconded by Heidi Wheeler and carried unanimously, Motion to accept the absence of Kelley in January and February and Wheeler for January.

Ayes: Campbell, Kelley, Overholt, Wheeler

3. 2018 Work Plan

Staff recommends that the Commission finalize and approve the 2018 Work Plan.

Discussed removing Technology for Seniors from the Work plan. Added Wheeler to the Speaker Series and all Commissioners to the Resource Fair.

On a motion by Heidi Wheeler, seconded by Terry Kelley and carried unanimously, Motion to add Wheeler to the Speaker Series, to add all Commissioners to the resource fair.

Ayes: Campbell, Kelley, Overholt, Wheeler

4. Apartment List

Staff recommends that the Commission approve the Apartment List for publication.

On a motion by Regan Overholt, seconded by Terry Kelley and

carried unanimously, Motion accept the Apartment list as written.

Ayes: Campbell, Kelley, Overholt, Wheeler

5. Election of Officers

Staff recommends that the Commission elect the officers for 2018.

Nomination of Don Campbell for Chair; Nomination Kelley as Vice Chair.

On a motion by Regan Overholt, seconded by Terry Kelley and carried unanimously, Motion to appoint Campbell as Chair and Kelley as Vice Chair.

Ayes: Campbell, Kelley, Overholt, Wheeler

F. REGULAR CALENDAR

6. Speaker Series

No updates

7. Senior Resource Fair

Tringali reports invitation to be distributed in late January.

8. Handicap Parking

Engel discussed timeline for Handicap Parking Project is targeted for spring/summer 2018.

9. Annual COA Report to Council

No updates

G. REPORT OF THE STAFF

10. Staff Report

Staff recommends that the Commission receive item as information only.

November 1 Commit2fit campaign begins. Commit2fFit will become year round program that will include the Library's Wellness Educational Series.

October 26 Important documents workshop. SCI Thanksgiving Dinner November 16th and SCI Santa's Holiday Social Brunch December 21st.

Second round of interviews have been completed for the Facility Maintenance III position and an offer will be made shortly.

A participant was given a trespass warning by Woodland PD and will not be allowed on the property of the Woodland Community & Senior Center for 6 months.

H. COMMUNICATIONS-PUBLIC COMMENT

None

I. AGENDA ITEMS FOR NEXT MEETING

Standard Meeting Agenda

J. ADJOURN

On a motion by Heidi Wheeler, seconded by Terry Kelley and carried unanimously, Motion to adjourn at 4 p.m.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 5.
SUBJECT: Waste Management Annual Rate Adjustment

Recommendation for Action:

Staff recommends that the City Council: 1) receive the Waste Management 2018 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2018 rate adjustments approved.

Staff Contact:

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

Fiscal Impact:

Waste Management provides a 15% franchise fee to the City. If the customer base remains similar to the current customer base, the 2018 rate adjustment would result in an increase of approximately \$10,000-\$20,000 in franchise fees in calendar year 2018.

Background:

Waste Management provides street sweeping services and collection and disposal of trash, recyclables, and organic waste for the City of Woodland pursuant to the terms of the amended franchise agreement between the City and Waste Management dated July 1, 2011. With regard to rate adjustments, the agreement allows Waste Management to (1) increase its service rates in accordance with changes in the U.S. City Average Consumer Price Index for All Urban Consumers in the most recent 12-month period for which data are available, up to a maximum of 5%, and (2) incorporate any increase in landfill disposal fees above the previous year's disposal fees. The base rates may be adjusted each year by these amounts.

Yolo County operates the landfill and adjusts the landfill disposal fees each July 1. Because landfill fees go into effect six months before the Waste Management rates are adjusted, the agreement allows Waste Management to recover the increased disposal fees paid by the company during the preceding July-December period through an additional adjustment to the customer rates. This adjustment is not factored into the base rate that is used to calculate subsequent years' rate adjustments.

According to the franchise agreement, 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 1, and the City Council shall not deny a requested disposal fee adjustment unless it finds that Waste Management has not provided adequate supporting information.

Discussion:

In accordance with the terms of the franchise agreement, Waste Management has submitted a request to implement an annual adjustment to its customer rates, effective January 1, 2018. The 2018 rate request includes adjustments for the following:

- (1) the 1.94% CPI increase for the 12-month period ending August 2017;
- (2) a 3.03% increase in the Yolo County Central Landfill (YCCL) solid waste disposal fee, from \$43.87 to \$45.20 per ton, implemented in July 2017;

(3) a 3.85% increase in the YCCL green waste disposal fee, from \$52.00 to \$54.00 per ton, also implemented in July 2017.

The landfill increases are applied only to the disposal portion of the applicable rates and only by the amount that it exceeds the CPI increase.

These adjustments will raise the rates for an average Woodland household by 25 cents per month, from \$30.74 to \$30.99. Charges for commercial services will generally increase by about 2.1% over the commercial customer rates for 2017, depending on container size and frequency of service.

Staff has reviewed the documentation provided by Waste Management and found all the calculations to be appropriate and the documentation to be adequate.

Conclusion:

Staff recommends that the City Council: 1) receive the Waste Management 2018 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2018 rate adjustments approved.

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
2018 WM Rate Adjustment Calculations	11/16/2017	Backup Material



**Waste Management of Woodland
City of Woodland
Residential Rate Adjustment Effective 1/1/18**

CPI % Change	1.94%	A
MSW Disposal Increase	1.09%	B1
Mixed Organics Increase	1.91%	B2
MSW Disposal Capture	3.03%	C1
Organics Disposal Capture	3.85%	C2

	Current Monthly Rate Effective 1/1/2017	Previous Period Six Month Disposal Catch Up (7/1/16 through 12/31/16)	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 (7/1/17 through 12/31/17)	New Monthly Rate w/ Disposal Catchup eff 1/1/2018
	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	\$11.78	\$0.02	\$11.76	\$0.23	\$1.68	\$0.02	\$12.01	\$0.03	\$12.04
64 Gallons	\$13.72	\$0.04	\$13.68	\$0.27	\$3.35	\$0.04	\$13.99	\$0.05	\$14.04
96 Gallons	\$24.00	\$0.07	\$23.93	\$0.46	\$5.04	\$0.06	\$24.45	\$0.08	\$24.53
Extra bag pickup	\$2.24	\$0.00	\$2.24	\$0.04	\$0.32	\$0.00	\$2.28	\$0.00	\$2.28
Extra toter pickup	\$7.05	\$0.02	\$7.03	\$0.14	\$1.65	\$0.02	\$7.19	\$0.03	\$7.22

Low income (10% discount from base)									
35 Gallons	\$10.60								\$10.84
64 Gallons	\$12.35								\$12.64
96 Gallons	\$21.60								\$22.08

Green Waste / Street Sweeping									
Small Lot*	\$12.25	\$0.51	\$11.74	\$0.23	\$3.30	\$0.06	\$12.03	\$0.06	\$12.09
1-96 Gallon Toter	\$15.44	\$0.51	\$14.93	\$0.29	\$3.30	\$0.06	\$15.28	\$0.06	\$15.34
2-96 Gallon Toters	\$15.44	\$0.51	\$14.93	\$0.29	\$3.30	\$0.06	\$15.28	\$0.06	\$15.34
3-96 Gallon Toters	\$19.74	\$0.84	\$18.90	\$0.37	\$5.45	\$0.10	\$19.37	\$0.10	\$19.47
4-96 Gallon Toters	\$19.74	\$0.84	\$18.90	\$0.37	\$5.45	\$0.10	\$19.37	\$0.10	\$19.47
Each add'l toter after 4	\$4.37	\$0.33	\$4.04	\$0.08	\$2.15	\$0.04	\$4.16	\$0.04	\$4.20

*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	\$4.41	\$0.00	\$4.41	\$0.09	\$0.00	\$0.00	\$4.50	\$0.00	\$4.50
Apartments/Mobile Home Parks (per unit)	\$2.39	\$0.00	\$2.39	\$0.05	\$0.00	\$0.00	\$2.44	\$0.00	\$2.44

Recycling									
Residential Curbside	\$1.58	\$0.00	\$1.58	\$0.03	\$0.00	\$0.00	\$1.61	\$0.00	\$1.61

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	\$5.78	\$0.00	\$5.78	\$0.11	\$0.00	\$0.00	\$5.89	\$0.00	\$5.89
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)	\$72.34	\$0.11	\$72.23	\$1.40	\$8.65	\$0.09	\$73.72	\$0.13	\$73.85
Cart Replacement Charge ¹	Market Rate								Market Rate
Insufficient Funds / Returned Check Fee	\$30.00								\$30.00
Late Charge	2.5% of balance, \$5.00 minimum								2.5% of balance, \$5.00 minimum
Non-Service Day Trip Charge	\$27.80	\$0.00	\$27.80	\$0.54	\$0.00	\$0.00	\$28.34	\$0.00	\$28.34

[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 1/1/18**

CPI % Change	1.94%	A
MSW Disposal Increase	1.09%	B1
Mixed Organics Increase	1.91%	B2
MSW Disposal Capture	3.03%	C1
Organics Disposal Capture	3.85%	C2

	Current Monthly Rate Effective 1/1/2017	Previous Period Six Month Disposal Catch Up (7/1/16 through 12/31/16)	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 (7/1/17 through 12/31/17)	New Monthly Rate w/ Disposal Catchup eff 1/1/2018
	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	\$26.97	\$0.09	\$26.88	\$0.52	\$6.73	\$0.07	\$27.47	\$0.10	\$27.57
1-96 Gallon Can	\$34.10	\$0.13	\$33.97	\$0.66	\$10.09	\$0.11	\$34.74	\$0.15	\$34.89
Extra bag pickup	\$2.24	\$0.00	\$2.24	\$0.04	\$0.32	\$0.00	\$2.28	\$0.00	\$2.28
Extra toter pickup	\$7.05	\$0.02	\$7.03	\$0.14	\$1.65	\$0.02	\$7.19	\$0.03	\$7.22
Trash 1 Yard Bin									
1 x Week	\$69.75	\$0.10	\$69.65	\$1.35	\$7.49	\$0.08	\$71.08	\$0.11	\$71.19
2 x Week	\$114.62	\$0.20	\$114.42	\$2.22	\$14.96	\$0.16	\$116.80	\$0.23	\$117.03
Trash 1.5 Yard Bin									
1 x Week	\$87.60	\$0.15	\$87.45	\$1.70	\$11.23	\$0.12	\$89.27	\$0.17	\$89.44
2 x Week	\$148.01	\$0.30	\$147.71	\$2.87	\$22.45	\$0.25	\$150.83	\$0.34	\$151.17
3 x Week	\$207.89	\$0.45	\$207.44	\$4.02	\$33.68	\$0.37	\$211.83	\$0.51	\$212.34
Trash 2 Yard Bin									
1 x Week	\$106.02	\$0.20	\$105.82	\$2.05	\$14.96	\$0.16	\$108.03	\$0.23	\$108.26
2 x Week	\$179.47	\$0.40	\$179.07	\$3.47	\$29.93	\$0.33	\$182.87	\$0.45	\$183.32
3 x Week	\$252.97	\$0.59	\$252.38	\$4.90	\$44.89	\$0.49	\$257.77	\$0.68	\$258.45
4 x Week	\$326.41	\$0.79	\$325.62	\$6.32	\$59.87	\$0.65	\$332.59	\$0.91	\$333.50
5 x Week	\$399.92	\$0.99	\$398.93	\$7.74	\$74.82	\$0.82	\$407.49	\$1.13	\$408.62
6 x Week	\$472.91	\$1.19	\$471.72	\$9.15	\$89.80	\$0.98	\$481.85	\$1.36	\$483.21
Trash 3 Yard Bin									
1 x Week	\$136.19	\$0.30	\$135.89	\$2.64	\$22.45	\$0.25	\$138.78	\$0.34	\$139.12
2 x Week	\$237.84	\$0.59	\$237.25	\$4.60	\$44.89	\$0.49	\$242.34	\$0.68	\$243.02
3 x Week	\$339.32	\$0.89	\$338.43	\$6.57	\$67.35	\$0.74	\$345.74	\$1.02	\$346.76
4 x Week	\$417.11	\$1.19	\$415.92	\$8.07	\$89.80	\$0.98	\$424.97	\$1.36	\$426.33
5 x Week	\$542.51	\$1.49	\$541.02	\$10.50	\$112.27	\$1.23	\$552.75	\$1.70	\$554.45
6 x Week	\$644.18	\$1.78	\$642.40	\$12.46	\$134.71	\$1.47	\$656.33	\$2.04	\$658.37
Trash 4 Yard Bin									
1 x Week	\$171.05	\$0.40	\$170.65	\$3.31	\$29.93	\$0.33	\$174.29	\$0.45	\$174.74
2 x Week	\$302.46	\$0.79	\$301.67	\$5.85	\$59.87	\$0.65	\$308.17	\$0.91	\$309.08
3 x Week	\$433.99	\$1.19	\$432.80	\$8.40	\$89.80	\$0.98	\$442.18	\$1.36	\$443.54
4 x Week	\$565.35	\$1.59	\$563.76	\$10.94	\$119.73	\$1.31	\$576.01	\$1.81	\$577.82
5 x Week	\$709.32	\$1.98	\$707.34	\$13.72	\$149.68	\$1.63	\$722.69	\$2.27	\$724.96
6 x Week	\$828.32	\$2.38	\$825.94	\$16.02	\$179.60	\$1.96	\$843.92	\$2.72	\$846.64
Trash 6 Yard Bin									
1 x Week	\$223.80	\$0.59	\$223.21	\$4.33	\$44.89	\$0.49	\$228.03	\$0.68	\$228.71
2 x Week	\$403.92	\$1.19	\$402.73	\$7.81	\$89.80	\$0.98	\$411.52	\$1.36	\$412.88
3 x Week	\$591.51	\$1.78	\$589.73	\$11.44	\$134.71	\$1.47	\$602.64	\$2.04	\$604.68
4 x Week	\$822.29	\$2.38	\$819.91	\$15.91	\$179.60	\$1.96	\$837.78	\$2.72	\$840.50
5 x Week	\$1,027.81	\$2.97	\$1,024.84	\$19.88	\$224.49	\$2.45	\$1,047.17	\$3.40	\$1,050.57
6 x Week	\$1,254.99	\$3.57	\$1,251.42	\$24.28	\$269.41	\$2.94	\$1,278.64	\$4.08	\$1,282.72
Trash 8 Yard Bin									
1 x Week	\$272.62	\$0.00	\$272.62	\$5.29	\$58.96	\$0.64	\$278.55	\$0.45	\$279.00
2 x Week	\$498.00	\$0.00	\$498.00	\$9.66	\$117.92	\$1.29	\$508.95	\$0.89	\$509.84
3 x Week	\$738.07	\$0.00	\$738.07	\$14.32	\$176.88	\$1.93	\$754.32	\$1.34	\$755.66
4 x Week	\$1,063.75	\$0.00	\$1,063.75	\$20.64	\$235.84	\$2.57	\$1,086.96	\$1.79	\$1,088.75
5 x Week	\$1,327.01	\$0.00	\$1,327.01	\$25.74	\$294.80	\$3.22	\$1,355.97	\$2.23	\$1,358.20
6 x Week	\$1,657.78	\$0.00	\$1,657.78	\$32.16	\$353.76	\$3.86	\$1,693.80	\$2.68	\$1,696.48
Recycling Carts/Bins - All Sizes*									
1 x Week - per month/per bin	\$28.67	\$0.00	\$28.67	\$0.56	\$0.00	\$0.00	\$29.23	\$0.00	\$29.23
2 x Week - per month/per bin**	\$57.34	\$0.00	\$57.34	\$1.12	\$0.00	\$0.00	\$58.46	\$0.00	\$58.46
3 x Week - per month/per bin**	\$86.01	\$0.00	\$86.01	\$1.68	\$0.00	\$0.00	\$87.69	\$0.00	\$87.69
4 x Week - per month/per bin**	\$114.68	\$0.00	\$114.68	\$2.24	\$0.00	\$0.00	\$116.92	\$0.00	\$116.92
5 x Week - per month/per bin**	\$143.35	\$0.00	\$143.35	\$2.80	\$0.00	\$0.00	\$146.15	\$0.00	\$146.15
Mixed Organics - 35 Gallon									
1 x Week	\$21.50	\$0.00	\$21.50	\$0.42	\$9.29	\$0.18	\$22.10	\$0.09	\$22.19
2 x Week	\$43.00	\$0.00	\$43.00	\$0.83	\$18.58	\$0.35	\$44.18	\$0.18	\$44.36
3 x Week	\$64.50	\$0.00	\$64.50	\$1.25	\$27.87	\$0.53	\$66.28	\$0.27	\$66.55
4 x Week	\$86.00	\$0.00	\$86.00	\$1.67	\$37.16	\$0.71	\$88.38	\$0.36	\$88.74
5 x Week	\$107.50	\$0.00	\$107.50	\$2.09	\$46.45	\$0.89	\$110.48	\$0.45	\$110.93
Mixed Organics - 64 Gallon									
1 x Week	\$29.20	\$0.00	\$29.20	\$0.57	\$16.99	\$0.32	\$30.09	\$0.16	\$30.25
2 x Week	\$58.40	\$0.00	\$58.40	\$1.13	\$33.98	\$0.65	\$60.18	\$0.33	\$60.51
3 x Week	\$87.60	\$0.00	\$87.60	\$1.70	\$50.97	\$0.97	\$90.27	\$0.49	\$90.76
4 x Week	\$116.80	\$0.00	\$116.80	\$2.27	\$67.96	\$1.30	\$120.37	\$0.65	\$121.02
5 x Week	\$146.00	\$0.00	\$146.00	\$2.83	\$84.95	\$1.62	\$150.45	\$0.82	\$151.27
2 Yard Mixed Organics Bin									
1 x Week	\$159.03	\$0.00	\$159.03	\$3.09	\$29.44	\$0.56	\$162.68	\$0.28	\$162.96
2 x Week	\$269.21	\$0.00	\$269.21	\$5.22	\$58.90	\$1.12	\$275.55	\$0.57	\$276.12
3 Yard Mixed Organics Bin									
1 x Week	\$217.90	\$0.00	\$217.90	\$4.23	\$44.18	\$0.84	\$222.97	\$0.42	\$223.39
2 x Week	\$380.54	\$0.00	\$380.54	\$7.38	\$88.34	\$1.68	\$389.60	\$0.85	\$390.45

*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)	\$7.10	\$0.02	\$7.08	\$0.14	\$1.70	\$0.02	\$7.24	\$0.03	\$7.27
Overloaded Container - Each Cubic Yard in excess of 1 (No Dismount Required)	\$2.70	\$0.02	\$2.68	\$0.05	\$1.70	\$0.02	\$2.75	\$0.03	\$2.78
Additional Pickup, 1 Cubic Yard Bin	\$41.62	\$0.02	\$41.60	\$0.81	\$1.70	\$0.02	\$42.43	\$0.03	\$42.46
Additional Pickup, 1.5 Cubic Yard Bin	\$42.96	\$0.03	\$42.93	\$0.83	\$2.54	\$0.03	\$43.79	\$0.04	\$43.83
Additional Pickup, 2 Cubic Yard Bin	\$44.27	\$0.04	\$44.23	\$0.86	\$3.37	\$0.04	\$45.13	\$0.05	\$45.18
Additional Pickup, 3 Cubic Yard Bin	\$47.01	\$0.07	\$46.94	\$0.91	\$5.08	\$0.06	\$47.91	\$0.08	\$47.99
Additional Pickup, 4 Cubic Yard Bin	\$49.49	\$0.09	\$49.40	\$0.96	\$6.79	\$0.07	\$50.43	\$0.10	\$50.53
Additional Pickup, 6 Cubic Yard Bin	\$55.00	\$0.13	\$54.87	\$1.06	\$10.15	\$0.11	\$56.04	\$0.15	\$56.19
Additional Trip to Customer Location at Customer Request	\$27.80	\$0.00	\$27.80	\$0.54	\$0.00	\$0.00	\$28.34	\$0.00	\$28.34

Temporary Bin									
3 Yard Temporary Bin	\$164.51	\$0.07	\$164.44	\$3.19	\$5.08	\$0.06	\$167.69	\$0.08	\$167.77
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	\$5.89	\$0.00	\$5.89	\$0.11	\$0.00	\$0.00	\$6.00	\$0.00	\$6.00
Key Charge per Bin Serviced per Week	\$6.99	\$0.00	\$6.99	\$0.14	\$0.00	\$0.00	\$7.13	\$0.00	\$7.13
Enclosure Charge per Bin Serviced per Week	\$7.72	\$0.00	\$7.72	\$0.15	\$0.00	\$0.00	\$7.87	\$0.00	\$7.87
Gate Service Charge per Bin Serviced per Week	\$7.72	\$0.00	\$7.72	\$0.15	\$0.00	\$0.00	\$7.87	\$0.00	\$7.87
Long Walk (more then 20 feet) per Bin Serviced per Week	\$18.47	\$0.00	\$18.47	\$0.36	\$0.00	\$0.00	\$18.83	\$0.00	\$18.83
Maximum Additional Weekly Charges per Bin Serviced per Week	\$23.94	\$0.00	\$23.94	\$0.46	\$0.00	\$0.00	\$24.40	\$0.00	\$24.40
Scout Truck (Container Truck) Container Pull Out	\$33.37	\$0.00	\$33.37	\$0.65	\$0.00	\$0.00	\$34.02	\$0.00	\$34.02
Extra per yard charge for Customers Pre-compacting Trash	\$21.16	\$0.09	\$21.07	\$0.41	\$6.79	\$0.07	\$21.55	\$0.10	\$21.65
Commercial Sweeping Charge	\$7.29	\$0.00	\$7.29	\$0.14	\$0.00	\$0.00	\$7.43	\$0.00	\$7.43
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	\$50.53	\$0.00	\$50.53	\$0.98	\$0.00	\$0.00	\$51.51	\$0.00	\$51.51
Inactivity Fee - Per Day (No activity for over 14 days) ²	\$11.38	\$0.00	\$11.38	\$0.22	\$0.00	\$0.00	\$11.60	\$0.00	\$11.60
Inactivity Fee - Maximum per month ²	\$170.70	\$0.00	\$170.70	\$3.31	\$0.00	\$0.00	\$174.01	\$0.00	\$174.01
Reactivation Fee - due to non-payment ³	\$35.37	\$0.00	\$35.37	\$0.69	\$0.00	\$0.00	\$36.06	\$0.00	\$36.06
Container Exchange Fee ⁴	\$151.59	\$0.00	\$151.59	\$2.94	\$0.00	\$0.00	\$154.53	\$0.00	\$154.53
Delivery Fee ⁵	\$151.59	\$0.00	\$151.59	\$2.94	\$0.00	\$0.00	\$154.53	\$0.00	\$154.53
Late Charge	2.5% of balance, \$5.00 minimum								2.5% of balance, \$5.00 minimum
Contamination Charge - per occurrence ⁶	\$95.00	\$0.00	\$95.00	\$1.84	\$0.00	\$0.00	\$96.84	\$0.00	\$96.84
Cart Swap / Cleaning Charge	\$55.00	\$0.00	\$55.00	\$1.07	\$0.00	\$0.00	\$56.07	\$0.00	\$56.07
Bin Swap / Cleaning Charge	\$125.00	\$0.00	\$125.00	\$2.43	\$0.00	\$0.00	\$127.43	\$0.00	\$127.43

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 \$11.60 per day. The maximum fee per month is \$174.01.

[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.

[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.



**Waste Management of Woodland
City of Woodland
Debris (RO) Box Rate Adjustment Effective 1/1/18**

CPI % Change	1.94%	A
MSW Disposal Increase	1.09%	B1
Mixed Organics Increase	1.91%	B2
C&D Disposal Increase	0.00%	B3
MSW Disposal Capture	3.03%	C1
Organics Disposal Capture	3.85%	C2
C&D Disposal Capture	0.00%	C3

Current Disposal Costs (as of 10/1/2017)	
Municipal Solid Waste	\$45.20
C&D	\$69.50
Mixed Organics	\$54.00
Clean Wood	\$0.00
Mixed Wood	\$54.00
OCC	\$0.00
Recycle	\$0.00

	Current Monthly Rate Effective 1/1/2017	Previous Period Six Month Disposal Catch Up (7/1/16 through 12/31/16)	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 (7/1/17 through 12/31/17)	New Monthly Rate w/ Disposal Catchup eff 1/1/2018
	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	\$227.28	\$1.11	\$226.17	\$4.39	\$83.98	\$0.92	\$231.48	\$1.27	\$232.75
25 Yards - Includes 2.5 tons	\$284.26	\$1.39	\$282.87	\$5.49	\$104.97	\$1.15	\$289.51	\$1.59	\$291.10
30 Yards - Includes 3 tons	\$340.76	\$1.67	\$339.09	\$6.58	\$125.96	\$1.38	\$347.05	\$1.91	\$348.96
40 Yards - Includes 4 tons	\$454.38	\$2.22	\$452.16	\$8.77	\$167.94	\$1.83	\$462.76	\$2.55	\$465.31
50 Yards - Includes 5 tons	\$553.32	\$2.78	\$550.54	\$10.68	\$209.93	\$2.29	\$563.51	\$3.18	\$566.69
Green Waste - Haul Rate									
20 Yards - Includes 2 tons	\$244.22	\$14.54	\$229.68	\$4.46	\$93.80	\$1.79	\$235.93	\$1.80	\$237.73
25 Yards - Includes 2.5 tons	\$305.43	\$18.17	\$287.26	\$5.57	\$117.26	\$2.24	\$295.07	\$2.26	\$297.33
30 Yards - Includes 3 tons	\$366.20	\$21.81	\$344.39	\$6.68	\$140.72	\$2.68	\$353.75	\$2.71	\$356.46
40 Yards - Includes 4 tons	\$488.28	\$29.08	\$459.20	\$8.91	\$187.62	\$3.58	\$471.69	\$3.61	\$475.30
50 Yards - Includes 5 tons	\$595.69	\$36.35	\$559.34	\$10.85	\$234.52	\$4.47	\$574.66	\$4.51	\$579.17
C&D - Haul Rate									
20 Yards - Includes 2 tons	\$283.34	\$7.84	\$275.50	\$5.34	\$110.76	\$0.00	\$280.84	\$0.00	\$280.84
25 Yards - Includes 2.5 tons	\$354.36	\$9.81	\$344.55	\$6.68	\$138.46	\$0.00	\$351.23	\$0.00	\$351.23
30 Yards - Includes 3 tons	\$424.88	\$11.77	\$413.11	\$8.01	\$166.15	\$0.00	\$421.12	\$0.00	\$421.12
40 Yards - Includes 4 tons	\$566.52	\$15.69	\$550.83	\$10.69	\$221.53	\$0.00	\$561.52	\$0.00	\$561.52
50 Yards - Includes 5 tons	\$693.50	\$19.61	\$673.89	\$13.07	\$276.90	\$0.00	\$686.96	\$0.00	\$686.96
Mixed Wood - Haul Rate									
20 Yards - Includes 2 tons	\$239.88	\$0.00	\$239.88	\$4.65	\$104.00	\$1.98	\$246.51	\$2.00	\$248.51
25 Yards - Includes 2.5 tons	\$300.00	\$0.00	\$300.00	\$5.82	\$130.00	\$2.48	\$308.30	\$2.50	\$310.80
30 Yards - Includes 3 tons	\$359.67	\$0.00	\$359.67	\$6.98	\$156.00	\$2.97	\$369.62	\$3.00	\$372.62
40 Yards - Includes 4 tons	\$479.58	\$0.00	\$479.58	\$9.30	\$208.00	\$3.96	\$492.84	\$4.00	\$496.84
50 Yards - Includes 5 tons	\$584.82	\$0.00	\$584.82	\$11.35	\$260.00	\$4.96	\$601.13	\$5.00	\$606.13
Clean Wood - Haul Rate									
20 Yards	\$123.63	\$0.00	\$123.63	\$2.40	\$0.00	\$0.00	\$126.03	\$0.00	\$126.03
25 Yards	\$154.68	\$0.00	\$154.68	\$3.00	\$0.00	\$0.00	\$157.68	\$0.00	\$157.68
30 Yards	\$185.28	\$0.00	\$185.28	\$3.59	\$0.00	\$0.00	\$188.87	\$0.00	\$188.87
40 Yards	\$247.07	\$0.00	\$247.07	\$4.79	\$0.00	\$0.00	\$251.86	\$0.00	\$251.86
50 Yards	\$294.20	\$0.00	\$294.20	\$5.71	\$0.00	\$0.00	\$299.91	\$0.00	\$299.91
Old Corrugated Cardboard (OCC) - Haul Rate									
20 Yards	\$123.63	\$0.00	\$123.63	\$2.40	\$0.00	\$0.00	\$126.03	\$0.00	\$126.03
25 Yards	\$154.68	\$0.00	\$154.68	\$3.00	\$0.00	\$0.00	\$157.68	\$0.00	\$157.68
30 Yards	\$185.28	\$0.00	\$185.28	\$3.59	\$0.00	\$0.00	\$188.87	\$0.00	\$188.87
40 Yards	\$247.07	\$0.00	\$247.07	\$4.79	\$0.00	\$0.00	\$251.86	\$0.00	\$251.86
50 Yards	\$294.20	\$0.00	\$294.20	\$5.71	\$0.00	\$0.00	\$299.91	\$0.00	\$299.91
Recycle - Haul Rate									
20 Yards	\$123.63	\$0.00	\$123.63	\$2.40	\$0.00	\$0.00	\$126.03	\$0.00	\$126.03
25 Yards	\$154.68	\$0.00	\$154.68	\$3.00	\$0.00	\$0.00	\$157.68	\$0.00	\$157.68
30 Yards	\$185.28	\$0.00	\$185.28	\$3.59	\$0.00	\$0.00	\$188.87	\$0.00	\$188.87
40 Yards	\$247.07	\$0.00	\$247.07	\$4.79	\$0.00	\$0.00	\$251.86	\$0.00	\$251.86
50 Yards	\$294.20	\$0.00	\$294.20	\$5.71	\$0.00	\$0.00	\$299.91	\$0.00	\$299.91
Concrete / Dirt									
15 Yards - no included tonnage	\$169.76	\$0.00	\$169.76	\$3.29	\$0.00	\$0.00	\$173.05	\$0.00	\$173.05
Compactor Rates									
Haul Rate - Per Yard - includes tonnage	\$19.99	\$0.02	\$19.97	\$0.39	\$1.69	\$0.02	\$20.38	\$0.03	\$20.41

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	\$25.00	\$0.49	\$0.00	\$0.00	\$25.49	\$0.00	\$25.49
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	\$50.53	\$0.00	\$50.53	\$0.98	\$0.00	\$0.00	\$51.51	\$0.00	\$51.51
Trip Charge ²	\$100.05	\$0.00	\$100.05	\$1.94	\$0.00	\$0.00	\$101.99	\$0.00	\$101.99
Inactivity Fee - Per Day (No activity for over 14 days) ³	\$11.38	\$0.00	\$11.38	\$0.22	\$0.00	\$0.00	\$11.60	\$0.00	\$11.60
Inactivity Fee - Maximum per month ³	\$170.70	\$0.00	\$170.70	\$3.31	\$0.00	\$0.00	\$174.01	\$0.00	\$174.01
Reactivation Fee - due to non-payment ⁴	\$35.37	\$0.00	\$35.37	\$0.69	\$0.00	\$0.00	\$36.06	\$0.00	\$36.06
Container Exchange Fee ⁵	\$151.59	\$0.00	\$151.59	\$2.94	\$0.00	\$0.00	\$154.53	\$0.00	\$154.53
Delivery Fee ⁶	\$151.59	\$0.00	\$151.59	\$2.94	\$0.00	\$0.00	\$154.53	\$0.00	\$154.53
Late Charge	2.5% of balance, \$5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	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
Contamination Fee ⁸	See below	N/A	N/A	N/A	N/A	N/A	N/A	N/A	As charged by the disposal facility

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 \$11.60 per day. The maximum fee per month is \$174.01.

[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.

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



**Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation**

CPI ADJUSTMENT CALCULATION		
<u>CPI Adjustment 2016 to 2017:</u>		
Consumer Price Index (CPI for <i>All Urban Consumers</i>) ¹		
Index August 2017	245.519	A
Index August 2016	240.849	B
Percentage change of index	1.94%	C = (A-B)/B
Contractually allowed maximum % of CPI (Section 7.3)	5%	I
Allowed Price Adjustment: Lower of Annual CPI Adjustment (C) or contractually allowed max. % increase (I)	1.94%	J
<u>Internet Hyperlink to Indices:</u>		
http://data.bls.gov/cgi-bin/srgate		



**Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation**

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Aug-17	245.519
Aug-16	240.849

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181	181.3	181.3	180.9	179.9	178.9	180.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185	184.5	184.3	184	183.3	184.6
2004	185.2	186.2	187.4	188	189.1	189.7	189.4	189.5	189.9	190.9	191	190.3	188.9	187.6	190.2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.49	208.936	210.177	210.036	207.342	205.709	208.976
2008	211.08	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	214.429	216.177
2009	211.143	212.193	212.709	213.24	213.856	215.693	215.351	215.834	215.969	216.177	216.33	215.949	214.537	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.23	225.672	224.939	223.598	226.28
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594	228.85	230.338
2013	230.28	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.957	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.9	238.343	238.25	237.852	238.031	237.433	236.151	234.812	236.736	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	237.017	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	240.007	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519						244.076	

**Waste Management of Woodland
City of Woodland
Disposal Increase Calculations**

7.3.2 Disposal 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 Disposal Fees. The Disposal 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 Disposal 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 Costs by (B) the percentage increase in the Disposal 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 Disposal Fee increase and the most recent month for which the U.S.C.P.I. is available).

Yolo County Landfill - MSW Disposal Adj Calc		
2017 Disposal Rate - 7/1/17	\$45.20	A
2016 Disposal Rate - 7/1/16	\$43.87	B
Inc (Dec) in Disposal Rate	\$1.33	C=A-B
% Inc (Dec) in Disposal Rate	3.03%	D=C/B
2016 CPI %	1.94%	E
% Inc (Dec) in Disposal Rate Adjustment	1.09%	F=D-E

Yolo County Landfill - Green Waste Disposal Adj Calc		
2017 Disposal Rate - 7/1/17	\$54.00	A
2016 Disposal Rate - 7/1/16	\$52.00	B
Inc (Dec) in Disposal Rate	\$2.00	C=A-B
% Inc (Dec) in Disposal Rate	3.85%	D=C/B
2016 CPI %	1.94%	E
% Inc (Dec) in Disposal Rate Adjustment	1.91%	F=D-E

Yolo County Landfill - C&D Disposal Adj Calc		
2017 Disposal Rate - 7/1/17	\$69.50	A
2017 Disposal Rate - 1/1/17	\$69.50	B
Inc (Dec) in Disposal Rate	\$0.00	C=A-B
% Inc (Dec) in Disposal Rate	0.00%	D=C/B
2016 CPI %	1.94%	E
% Inc (Dec) in Disposal Rate Adjustment	0.00%	F=D-E

Yolo County Landfill - MSW Disposal History	
Year	Disposal Rate
2017 Disposal Rate - 7/1/17	\$45.20
2016 Disposal Rate - 7/1/16	\$43.87
2015 Disposal Rate - 7/1/15	\$42.72
2014 Disposal Rate - 7/1/14	\$41.71
2013 Disposal Rate - 7/1/13	\$40.58
2012 Disposal Rate - 7/1/12	\$39.63
2011 Disposal Rate - 7/1/11	\$38.78

Yolo County Landfill - Green Waste Disposal History	
Year	Disposal Rate
2017 Disposal Rate - 7/1/17	\$54.00
2016 Disposal Rate - 7/1/16	\$52.00
2015 Disposal Rate - 7/1/15	\$36.00

Yolo County Landfill - C&D Disposal History	
Year	Disposal Rate
2017 Disposal Rate - 1/11/17	\$69.50
2016 Disposal Rate - 7/1/16	\$57.00
2015 Disposal Rate - 7/1/15	\$49.00



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 6.
SUBJECT: Spring Lake Maintenance CFD Annual Accountability Report

Recommendation for Action:

Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2017.

Staff Contact:

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

Fiscal Impact:

The table below provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in fiscal year 2016/2017.

Description	Amount
Beginning Balance as of July 1, 2016	\$67,376.87
<u>Revenues</u>	
Special Tax Collections	\$436,929.54
General Fund Transfer	\$0.00
Subtotal Revenues	\$436,929.54
<u>Expenditures</u>	
Administrative Expenses	(\$12,387.23)
Park Maintenance Costs	(\$334,819.82)
General Fund ¹	(\$4,565.00)
Subtotal Expenditures	(\$351,772.05)
Ending Balance as of June 30, 2017	\$152,534.36

¹ Fund transfer, contribution to Debt Service.

Background:

The Spring Lake Specific Plan (SLSP) was adopted by Council in December 2001. A portion of the park requirement for the SLSP was satisfied through purchase of ~28 acres of the 40 acre Sports Park. In order to help fund the cost of operations of the Sports Park, the landowners within the SLSP voted in favor of forming a Community Facilities District ("CFD").

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 2001. According to the requirements of the Accountability Act (Sections 50075.1 and 53410 of the Government Code of the State of California), an annual report must be filed by the local agency levying the special tax and/or issuing a bond measure and shall contain a description of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded by the special tax

measure.

This report (“Accountability Report”) has been prepared for the Spring Lake Maintenance Community Facilities District of the City of Woodland for the fiscal year ended June 30, 2017 pursuant to and in accordance with the requirements outlined in the Accountability Act. This report is attached for the Council’s review.

Discussion:

On March 22, 2005, the City Council of the City established the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”). The CFD is authorized to levy a special tax generally to provide for sports park facilities maintenance services and incidental expenses related to the administration of the CFD. Sports Park Maintenance costs that can be funded by the CFD include, but are not limited to, athletic fields, snack bars, restrooms, multi-use paths, parking lots and park roadways. The authorized costs of service include the cost of labor, materials, administration, personnel, equipment and utilities.

Revenues for the CFD are dependent on development activity in Spring Lake. The City is legally required to maintain a separate fund to account for revenues and expenditures related to the CFD. The source of revenue in this fund is the annual CFD levy paid by the Spring Lake homeowners. Properties for which the City has issued a building permit are required to pay the maximum annual levy; undeveloped property is subject to these fees.

Conclusion:

Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2017.

Prepared By: Adam Devlin, Senior Accountant

Reviewed By: Kimberly McKinney, Finance Officer/Treasurer



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
SB 165 Report 2016-17	11/16/2017	Backup Material



CITY OF WOODLAND
SPRING LAKE MAINTENANCE
COMMUNITY FACILITIES DISTRICT

**LOCAL AGENCY SPECIAL
TAX ACCOUNTABILITY REPORT
FISCAL YEAR ENDED JUNE 30, 2017**

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
F. 760.510.0288
City of Woodland

City of Woodland

Paul Navazio, City Manager
Kimberly McKinney, Finance Officer
Adam Devlin, Senior Accountant

300 First Street
Woodland, California 95695
T. 530.661.5849
F. 530.661.5848

Special Tax Administrator

Koppel & Gruber Public Finance
Scott Koppel and Lyn Gruber
334 Via Vera Cruz, Suite 256
San Marcos, California 92078
T. 760.510.0290
F. 760.510.0288

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BACKGROUND

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure by January 1, commencing January 1, 2002 and each year thereafter and shall contain a description of the following:

- (1) The amount of funds collected and expended.
- (2) The status of any project required or authorized to be funded by the special tax measure.

This report (“Accountability Report”) is being prepared for the Spring Lake Maintenance Community Facilities District (“CFD”) of the City of Woodland (“City”) for fiscal year ended June 30, 2017 pursuant to and in accordance with the requirements outlined in the Accountability Act.

I. SUMMARY

On March 22, 2005, the City Council (“Council”) of the City established the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”). The CFD is authorized to levy a special tax to generally provide for sports park facilities maintenance services and incidental expenses related to the administration of the CFD. Sports Park Maintenance costs that can be funded by the CFD include, but are not limited to athletic fields, snack bars, restrooms, multi-use paths, parking lots and park roadways. The authorized costs of services include the costs of labor, material, administration, personnel, equipment and utilities.

Since the time of formation, three areas have been annexed into the CFD. The annexations are described as follows:

Annexation No. 1 was adopted by City Council June, 2, 2015. Made up of three parcels encompassing 44.98 acres, Annexation No. 1 is located west of Harry Lorenzo Ave. and North of Farmers Central Rd. Annexation No. 1 was one of the designated Future Annexation Areas and is projected to contain 176 single family homes.

Annexation No. 2 was adopted by City Council September 5, 2017. Made up of one parcel encompassing 27.30 acres, Annexation No. 2 is located west of Harry Lorenzo Ave. and North of Patriot Way and Annexation No. 1. Annexation No. 2 was one of the designated Future Annexation Areas and is now Tract 5091 with 111 Single Family Residential lots.

Annexation No. 3 is in process and expected to be completed on adopted by City Council October 3, 2017. Made up of three parcels encompassing 75.57 acres, Annexation No. 3 is located east of County Road 101 and south of Marston Drive. Annexation No. 3 was one of the designated Future Annexation Areas and is expected to have 190 Residential units.

II. SPECIAL TAX COLLECTIONS & EXPENDITURES

A separate account is held by the City for the deposit of special taxes levied by the CFD and for the disbursement of authorized expenditures. The table below provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in fiscal year 2016/2017.

Description	Amount
Beginning Balance as of July 1, 2016	\$67,376.87
<u>Revenues</u>	
Special Tax Collections	\$436,929.54
General Fund Transfer	\$0.00
<i>Subtotal Revenues</i>	<i>\$436,929.54</i>
<u>Expenditures</u>	
Administrative Expenses	(\$12,387.23)
Park Maintenance Costs	(\$334,819.82)
General Fund ¹	(\$4,565.00)
<i>Subtotal Expenditures</i>	<i>(\$351,772.05)</i>
Ending Balance as of June 30, 2017	\$152,534.36

¹ Fund transfer, contribution to Debt Service.

\\SERVER\ClientFiles\Woodland\Spring_Lake\Admin\2017\CFD\SB 165 Report 2017.doc



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 7.
SUBJECT: Authorize the Purchase of One Replacement Dump Truck for Streets Maintenance

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of one (1) replacement dump truck for Streets Maintenance through Downtown Ford of Sacramento in the amount of \$79,275.78.

Staff Contact:

Troy Thompson, Fleet & Facilities Manager, (530) 661-5956, troy.thompson@cityofwoodland.org

Fiscal Impact:

This vehicle purchase will result in an expenditure of \$79,275.78 to be funded through the FY 2017/2018 Vehicle Replacement budget already approved by the Council. The new truck will replace an older truck that has reached the end of its programmed life cycle.

Background:

Fleet Services obtained a proposal from Downtown Ford under California State Contract #1-16-23-20A. The purchase price was vetted through a competitive bidding procedure administered through the Department of General Services. Although the City Council adopted the budget to replace the vehicle, the purchase itself requires a separate Council action. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than \$50,000 must be awarded by the City Council.

Discussion:

Fleet Services will create a purchase order for the vehicle purchase upon Council approval. The dealership will place the vehicles on order once the purchase order is received from the City. It will take approximately 6-7 weeks for delivery after the orders have been placed. Once the new vehicle arrives, Fleet Services will need about two weeks to in-process the new vehicle before it can be released to the Streets Maintenance for use. The older vehicles will be turned in for auction once the new vehicle is fully operational.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the purchase of one (1) replacement dump truck for Streets Maintenance through Downtown Ford of Sacramento in the amount of \$79,275.78.

Prepared By: Troy Thompson, Fleet & Facilities Manager

Reviewed By: Gregor Meyer, Public Works Director

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Dealership Quote	11/17/2017	Backup Material
Body Specifications	11/17/2017	Backup Material
Resolution	11/17/2017	Resolution

CUSTOMIZE YOUR INVOICE

Hover Your Pointer
HERE for a Useful Tip!

Type Company Information Here...

Company Name	THIS IS YOUR INVOICE	Phone	916-442-6931
Address	DOWNTOWN FORD SALES	Fax	916-491-3138
City	525 N16th Street		
State	Sacramento, CA. 95814		
ZIP Code			

Specify Default Invoice Information Here...

1st Tax Name	SAN MATEO	Credit Cards Accepted	
Rate	9.250%	Credit Card #1	
☐	Apply tax on local purchases only.	Credit Card #2	
		Credit Card #3	
2nd Tax Name		Shipping Charge	\$600.00
Rate			
☐	Apply tax on local purchases only.		
☐	Share invoice numbers on network.	Counter Location	
Template Wizard Database		c:\program files\microsoft office\office\library\invdb.xls	

Formatted Information

THIS IS YOUR INVOICE DOWNTOWN FORD SALES 525 N16th Street, Sacramento, CA. 95814 916-442-6931 fax 916-491-3138
--

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

Quote # 110201

QUOTE

Customer

Name City of Woodland
Address 655 N Pioneer Ave
City Woodland State CA Zip 95776
Phone

Date 11/17/2017
Rep Pat
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	New FORD F350 Reg/Chassis Cab Gas State of California contract 1-16-23-20A CLIN #25	\$23,660.00	\$23,660.00
1	Change to DRW 3F3G	\$738.00	\$738.00
1	Bluetooth - Factory SYNC 3 913	\$640.00	\$640.00
1	Change to 6.7L Diesel engine D99T	\$8,594.00	\$8,594.00
1	Power group 390L	\$1,139.00	\$1,139.00
1	Scelzi Dump bed Quote #135752 (see Attached)	\$38,265.00	\$38,265.00
1	Doc Fee SALES TAX CALCULATED AT 8% County Tax BASED ON REGISTRATION ADDRESS	\$80.00	\$80.00

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

SubTotal	\$73,116.00
Delivery	\$300.00
Taxes	\$5,849.28
CA Tire Tax	\$10.50
TOTAL	\$79,275.78

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE _____ DATE _____



Scelzi Enterprises, Inc.
Custom Truck Body Manufacturing

WORK ORDER / ESTIMATE

135752

Page 1 of 3

Customer: DOWNTOWN FORD
Address: CITY OF WOODLAND
525 N. 16TH ST.
SACRAMENTO, CA 95814

Date: 11/02/17
Phone: (916) 442-6931 FAX: (916) 491-3138
Contact: PAT IRELAND
Terms: Net 10

Make	Year	Model	Vehicle Info	Type	VIN #
	2018	CUSTTRUCK	FORD - F-350 - WHITE - REG CAB - DRW - DSL - 4X2 - 60" CA	Customer	

Quantity	Part No / Description	Price
----------	-----------------------	-------

PAINT BODY WHITE REAR MOUNTED FUEL TANK DEF TANK SET UP FOR HOSES & BEZEL

- 1 EA DUMP
DUMP BODY SCELZI 9' 6" 2/3 YARD (2.9 YARD/ 4.2 YARD) WITH FOLD DOWN SIDES:
- 9'-6" LONG X 86" WIDE INSIDE X 13" SIDES X 20" TAILGATE X 32" FRONT
- 10 GAUGE HI-TENSILE THROUGHTOUT
- BEVELED FLOOR CORNER AT FRONT
- 3" CHANNEL CROSSBARS ON 15" CENTERS
- 5" CHANNEL LONGSILLS
- 13" TALL FOLD DOWN SIDES
- 4 FLANGED BOXED TOP RAIL
- FRONT CORNER POST
- 32" BULKHEAD WITH SINGLE CORRUGATION AND PERFORATED WINDOW
- 20" DOUBLE ACTING TAILGATE, 3 PANEL
- MANUALLY OPERATED TAILGATE LOCKS
- REAR MUD FLAPS
- 1/4" CAB SHIELD
- 1EA - SCELZI (CS615T-11) ELECTRIC-HYDRAULIC DOUBLE ACTING UNDER BODY HOIST WITH BODY PROP AND BODY RAISED WARNING LIGHT
- 1EA - CONE HOLDER MOUNTED PASSENGERSIDE FRONT BUMPER - SE#110116
- 1EA - SHOVEL HOLDER IN BED, LOCATION TBD
- 4EA - WHELEN VTX609A AMBER STROBES WITH FLANG KIT # VTXFB (2EA) IN GRILLE AND (2EA) AT REAR WIRED TO SINGLE SWITCH IN DASH
- 1EA - WHELEN JUSTICE LIGHTBAR MOUNTED ON CAB GUARD
- 1EA - VMAC MODEL# VR70 AIR COMPRESSOR, UNDER THE HOOD MODEL, INCLUDES AIR AFTER COOLER MOUNTED ON PASSENGERSIDE WITH FILTER, LUBE AND REGULATOR

1EA - REEL CRAFT AIR HOSE, 1/2" X 50' MODEL HD78050 ELP "ENCLOSED"



Scelzi Enterprises, Inc.
Custom Truck Body Manufacturing

WORK ORDER / ESTIMATE

135752

Page 2 of 3

Customer: DOWNTOWN FORD
Address: CITY OF WOODLAND
525 N. 16TH ST.
SACRAMENTO, CA 95814

Date: 11/02/17
Phone: (916) 442-6931 FAX: (916) 491-3138
Contact: PAT IRELAND
Terms: Net 10

Make	Year	Model	Vehicle Info	Type	VIN #
	2018	CUSTTRUCK	FORD - F-350 - WHITE - REG CAB - DRW - DSL - 4X2 - 60" CA	Customer	
Quantity	Part No / Description				Price

MOUNTED ON PASSENGERSIDE

1EA - CLASS 5 RECEIVER DUMP HITCH WITHOUT INSERT

1EA - 7 PRONG RV TRAILER PLUG, #12707

1EA - INSTALL OEM CAMERA KIT EYE AT REAR

1EA - ROSTRA BACK UP SENSOR KIT #250-1903-BZTRK

1EA - ECCO #510 BACK UP ALARM

1 EA	TOOLBOX 36" X 18" X 18" UNDERBODY TOOLBOX FRAME MOUNTED DRIVERSIDE AT FRONT	\$0.00/EA
------	--	-----------

NOTE: SWITCHED BOX FROM PASSENGERSIDE TO DRIVERSIDE DUE TO AIR COMPRESSOR EQUIPMENT

1 EA	WEIGHT CERTIFICATE WEIGHT CERTIFICATE OF COMPLETED UNIT	\$28.00/EA
------	--	------------

1 EA	WILL CALL CUSTOMER TO PICK UP COMPLETED UNIT IN FRESNO, CA	\$0.00/EA
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CONTACT:
PAT IRELAND
916-442-6931



Scelzi Enterprises, Inc.
Custom Truck Body Manufacturing

WORK ORDER / ESTIMATE

135752

Page 3 of 3

Customer: DOWNTOWN FORD
Address: CITY OF WOODLAND
525 N. 16TH ST.
SACRAMENTO, CA 95814

Date: 11/02/17
Phone: (916) 442-6931 FAX: (916) 491-3138
Contact: PAT IRELAND
Terms: Net 10

Make	Year	Model	Vehicle Info	Type	VIN #
	2018	CUSTTRUCK	FORD - F-350 - WHITE - REG CAB - DRW - DSL - 4X2 - 60" CA	Customer	
Quantity	Part No / Description				Price

Disclaimer:

**SCELZI ENTERPRISES INC. DOES NOT GUARANTEE A PERFECT COLOR MATCH
DUE TO INCONSISTENCIES IN FACTORY PAINTS AND PROCEDURES**

**REVISIONS AFTER APPROVAL DATE ARE
SUBJECT TO ADDITIONAL CHARGES**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THIS WORK
AUTHORIZED BY: _____ DATE: _____

Total:

Payment in full on completion of job if credit arrangements have not been made in advance.

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

ESTIMATE
PREPARED BY: Dentone, Nicolas
SALESMAN: ROBERT DIAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE PURCHASE OF ONE REPLACEMENT DUMP TRUCK**

WHEREAS, the City Council acknowledges that the vehicle purchase will be for a replacement vehicle for Streets Maintenance that was already approved by the City Council to be replaced in FY2017/2018;

WHEREAS, the City Council acknowledges that although the funding for the vehicle was adopted by the City Council in the FY2017/2018 budget, any vehicle purchase over \$50,000 requires a separate authorization by the Council;

WHEREAS, the City of Woodland wishes to award the purchase of the new Ford F350 Dump Truck to Downtown Ford under the California State Contract #1-16-23-20A in the amount of \$79,275.78;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby authorizes the purchases of one (1) 2018 Ford F350 Dump Truck from Downtown Ford in the amount of \$79,275.78.

PASSED AND ADOPTED by the City Council on this 5th day of December 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 8.
SUBJECT: Authorize Contracts for Facility Condition Assessments and Capital Planning Software

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the contract award for a Facility Condition Assessment to Accruent, LLC in the amount of \$50,960 and authorize allocation of available funding for a multi-year software license agreement to support the City's facilities asset management program.

Staff Contact:

Troy Thompson, Fleet & Facilities Manager, (530) 661-5956, troy.thompson@cityofwoodland.org

Fiscal Impact:

The approved FY2017/18 budget provides a one-time funding allocation of \$150,000 in support of the city's need to develop a robust facilities asset management program. Of this amount, \$50,926 will be used to conduct the proposed Facility Condition Assessment of all city facilities. The balance of funding will support development of software tools as well as provide for selected priority facility needs, based on the results of the citywide assessment.

Background:

The maintenance of city-owned facilities has been mostly a reactive operation; there has been no solid structure for planning facility needs in respect to the building systems' risk factors, such as age, probability of failure, criticality, and life-cycle costs. Staff has consulted numerous sources specializing in facilities asset management over the last few years, and have leveraged industry knowledge to design a more robust asset management structure. Having a robust structure in mind has enabled staff to source the required condition data and software platform needed to create and sustain such a structure.

Staff sourced Accruent, LLC to perform the condition assessments under the National Cooperative Purchasing Alliance contract #2017-1721028703. Accruent, LLC is a company that specializes in facilities management, and their scope of service will include identifying and prioritizing where future facility repairs are needed, the current conditions and costs to repair them, and automatically updating the data into a capital planning software system.

Staff is also in the process of evaluating capital planning software systems, which can link directly with our existing CityWorks (GIS-based work-order maintenance) software. The goal is for the new facilities asset management program to utilize the data from the condition assessments in a way that will assist staff in making long-term financial and operational decisions.

Discussion:

One of the benefits of gathering accurate facility data is not only that the true condition becomes clear, but also that it results in a benchmark to analyze the effect of investing in facility improvements. Developed by industry associations, this benchmark is known as the Facility Condition Index, or FCI. The FCI is the ratio of deferred maintenance dollars to replacement dollars and provides a straightforward comparison of an organization's key estate assets. The FCI metric will give the facilities team the ability to compare similar buildings to each other, as well as to establish target condition ratings. Comparing buildings analytically also rapidly highlights the buildings that are in the greatest need for updates, repairs or replacements.

Facilities Services and the City's executive management team can agree on target and minimum condition standards for various asset classes. This data will provide a complete view of the necessary and recommended maintenance items and their costs across the facility portfolio, as well as the expected replacement dates and costs for the major building systems. It will then serve as the basis the City's strategic facilities capital plan. The software also allows for performing "what if" scenarios to help determine what the best 'bang' for the limited dollar resources available.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the contract award for a Facility Condition Assessment to Accruent, LLC in the amount of \$50,960 and authorize allocation of available funding for a multi-year software license agreement to support the City's facilities asset management program.

Prepared By: Troy Thompson, Fleet & Facilities Manager

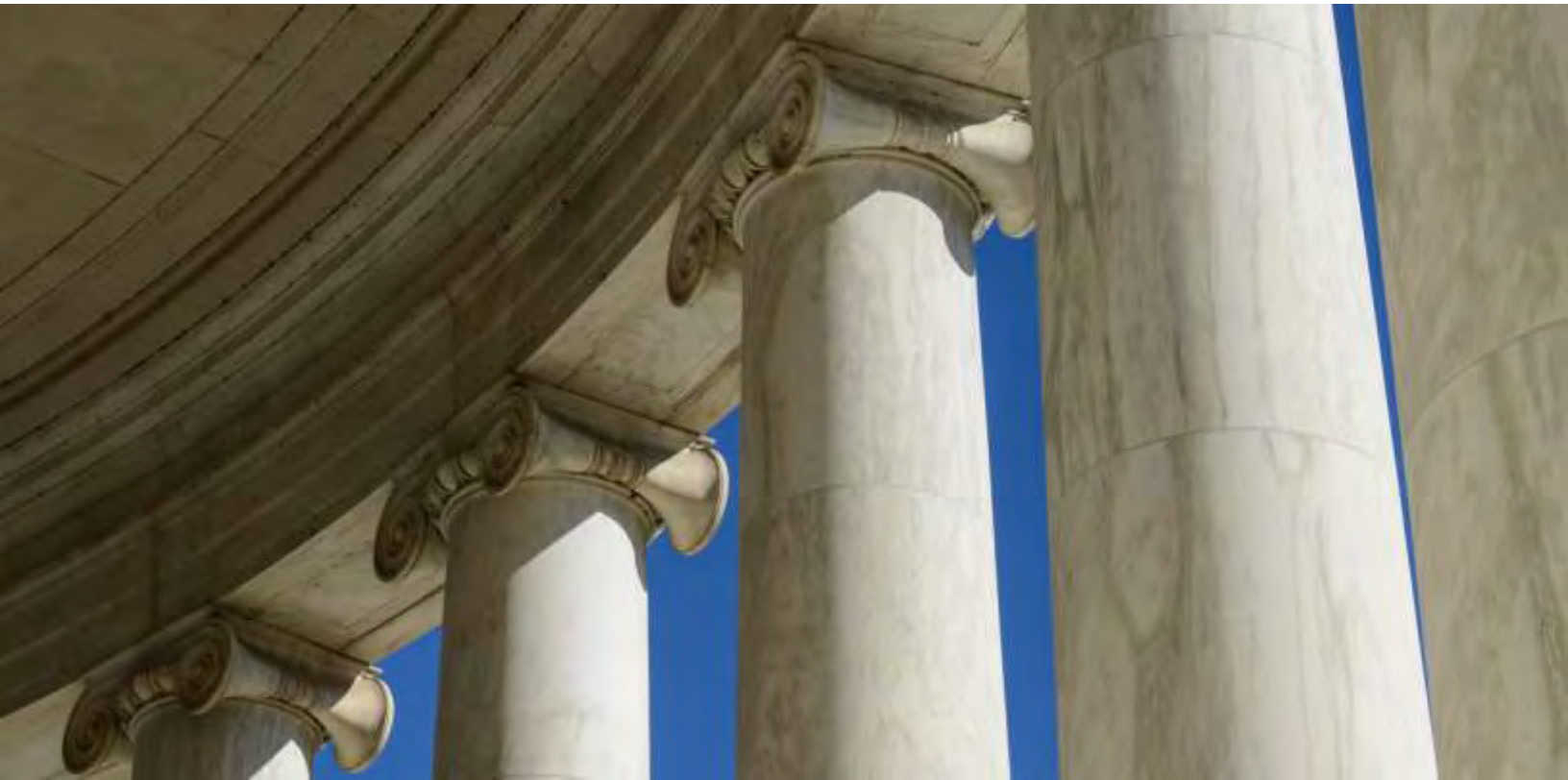
Reviewed By: Gregor Meyer, Public Works Director



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Accruent Proposal	11/21/2017	Backup Material
Resolution	11/30/2017	Resolution



Accruent Capital Planning SOW for City of Woodland

Date Submitted	11/6/17
Account Executive	David Tsung
Office Phone	408.338.8131
Email	david.p.tsung@accruent.com

Submitted by **Accruent LLC**

11500 Alterra Parkway, Suite 110
Austin, TX 78758

www.accruent.com

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This material contains confidential information that is proprietary to, and the property of, Accruent, LLC. Any unauthorized use, duplication, or disclosure of this material, in whole or in part, is prohibited.

No part of this publication may be reproduced, recorded, or stored in a retrieval system or transmitted in any form or by any means—whether electronic, mechanical, photographic, or otherwise—without the written permission of Accruent, LLC.

The material in this document is based on Accruent’s understanding of City of Woodland’s questions and Accruent’s current understanding of your requirements. It is subject to change without notice and is provided “AS IS” for information purposes only and is not intended to be included in the final contract nor to create a binding contract. This information and the included pricing are provided based on Accruent’s standard terms and conditions.

Troy Thompson
Fleet and Facilities Manager
City of Woodland
655 N. Pioneer Avenue
Woodland, CA 95776
troy.thompson@cityofwoodland.org

Hello Troy,

Accruent Capital Planning (ACP) is pleased to present this formal SOW to City of Woodland (CA) in response to your request.

We believe you will find ACP's response to be unique in several important ways:

- **Technology:** ACP's capital planning software, VFA Facility, is built specifically to help our customers manage all facets of the capital asset management process. Most competitors' software was developed simply as a means to store facility condition assessment data, as this is their primary business focus; ACP has taken a different approach. We believe that assessment data is proven to be most valuable over many years when it is supported by a robust, flexible, easy-to-use software tool such as VFA Facility. We feel the robust features of our software, such as our analytics, graphics and reporting will enable City of Woodland to answer some very important questions. For instance:
 - o What do we own (facilities and systems)?
 - o What is the condition of facilities and systems that we own?
 - o How much money do we need in the coming years to maintain our facilities in adequate condition?
 - o What will the future condition of our facilities be at the current funding levels?
 - o What are the most important projects to accomplish given current funding?
- **Experience:** City of Woodland will benefit significantly from the intellectual capital ACP has gained over years of working with hundreds of organizations to solve their evolving capital planning challenges throughout our twenty years.
 - o ACP has provided more facility condition assessment services (FCA), than any other firm in the world with over 180,000 facilities comprising more than 5 billion square feet worldwide.
 - o ACP has the largest dedicated staff, comprising over 100 Facility Assessors trained on our methodology and software with 15 years' average experience. The experience of our staff allows us greater resourcing flexibility to meet most customers' schedules as required.
- **Our Customers:** ACP's clients have been recognized for delivering programs that impact the bottom line by aligning facilities capital plans with organizational objectives to reduce risk, lower costs, and improve service quality and customer satisfaction. Customers similar to City of Woodland such as Fresno County, Sonoma County and Santa Clara County are among our most vocal advocates. ACP has hundreds of public sector government clients in the US, Canada and the UK and has successfully helped those clients make the most of their ever-shrinking capital budgets. Please feel free to call any of our clients to verify the reasons they chose ACP and, why more than 95% of our clients continue the relationship over many years.

Finally, while not an immediate requirement for City of Woodland, we believe data transfer (and/or replacement with our FAMIS CMMS) of your Cityworks work order management system with ACP's capital planning software, VFA Facility, will offer significant benefits to City of Woodland in the long run.

The ACP team thanks you for this opportunity to present our proposal for Facility Condition Assessments and Capital Planning Software. ACP is excited at the prospect of entering into a long-term partnership with City of Woodlands and its capital planning facilities staff on this important project. You have our commitment to provide the highest quality assessment services combined with industry-leading capital planning and management software to deliver this project on-time and within budget. Should you have any questions about our proposal, please feel free to call me directly.

Sincerely,

David Tsung
Senior Sales Executive
Accruent Capital Planning
408.338.8131
david.p.tsung@accruent.com

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FIXED FEE STATEMENT OF WORK

This Statement of Work ("SOW" and "Statement of Work") incorporates by reference and is governed by the terms and conditions of the Agreement dated _____ between City of Woodland ("Client") and Accruent, LLC. ("Accruent"), ("**Agreement**") and is effective as of _____ ("Statement of Work Effective Date"). When in conflict, the terms of this SOW shall supersede those of the Agreement solely in relation to the Project listed /below.

GENERAL INFORMATION	
Client Name:	City of Woodland
Project Name:	Capital Planning SOW
Issue Date:	10/30/2017
Issued By:	David Tsung, 408.338.8131, david.p.tsung@accruent.com

TERM INFORMATION	
Term of Offer:	Accruent reserves the right to reject this Statement of Work if it is not signed and returned to Accruent sent to David Tsung, david.p.tsung@accruent.com by 1/30/2018.
Term of Services:	The Facility Condition Assessment Services ordered here in, and associated pricing, shall be valid through March 31, 2018 (period of performance). After this period, Accruent reserves the right to submit a request for updated pricing. Services shall not be scheduled or started pursuant to this SOW if Client has an Accounts Receivable balance with Accruent that is more than thirty (30) days delinquent.

The parties accept and agree to this Statement of Work, as follows:

CLIENT CONTACT INFORMATION					
Contact Type	Name	Address	E-Mail	Phone	Mobile Phone
Fleet and Facilities Manager	Troy Thompson	655 N. Pioneer Avenue Woodland, CA 95776	troy.thompson@cityofwoodland.org	530.661.5956	530.665.0382

CLIENT BILLING INFORMATION	
Does Client require a purchase order for this order? ☒ No. ☐ Yes. If yes, PO#:	The billing will be sent to the following Billing Contact on file unless information is otherwise provided: Troy Thompson Fleet and Facilities Manager City of Woodland 655 N. Pioneer Avenue Woodland, CA 95776

SERVICE FEES		
Item	Description	One Time Fee
	<i>Assessment Services – Facility Condition Assessment per Exhibit 1 Building List See Exhibit 2 – Statement of Work for detailed information</i>	\$50,960.26
FEE SUMMARY:		\$50,960.26[†]
All fees exclude applicable taxes and include expenses		

[†] - a.) Price reflects 13% NCPA discount (NCPA RQN# 2017-1721028703)

b.) Total includes Excel download of three data tables (Assets, Systems and Requirements) at no additional charge

OPTIONAL SERVICES		
Item	Description	One Time Fee
	Data Maintenance Service – 2x/year, remote	\$11,310.00
	VFA Facility Basic Training – 2 day onsite includes expenses	\$8,710.00
	Risk Analysis & Mitigation Workshop – 1 day onsite includes expenses	\$10,150.00
Optional Services Total		\$30,170

PAYMENT TERMS	
INVOICING	<u>Assessment Services</u> Accruent will invoice City of Woodland at the end of every month based on percent complete of the overall \$50,960.26 plus any applicable taxes. Payment will be due within thirty (30) days of invoice date. The monthly invoicing will be inclusive of any applicable expenses.
TERMS:	<u>Ownership.</u> Client acknowledges that Client acquires only the right to use the output of Services and Accruent shall retain sole and exclusive ownership of and all rights, title, and interest in the output of Services, including all copies and derivative works thereof. The Services hereunder are not “works for hire”.

City of Woodland**Accruent, LLC**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1: IN-SCOPE BUILDING LIST FOR ASSESSMENT SERVICES

Building Name	Square Feet
Community & Senior Center	120,600
Municipal Services Center	84,750
City Hall	35,136
City Hall Annex	14,893
Police Department	49,386
Library	22,278
Water Pollution Control Facility	6,380
Fire Station 1	6,341
Fire Station 2	3,551
Fire Station 3	18,752
Total Square Feet	362,067

EXHIBIT 2: STATEMENT OF WORK – DESCRIPTION OF SERVICES

Assessment Services

Accruent's Condition Assessment services will provide City of Woodland with all the information needed to make sound decisions about capital reinvestment in its existing buildings. Assessments document all current building deficiencies—encompassing structure, systems, and components—and the associated costs for repair, renewal, and code compliance. Photographs and other asset information will be input into VFA Facility, which employs cost data from RSMeans and lifecycle data from BOMA to ensure reliable cost projections for deferred maintenance and systems renewal. This information will form the basis for Condition Assessment reports and key metrics such as Facility Condition Index (FCI) for gauging relative asset condition, all of which help City of Woodland understand:

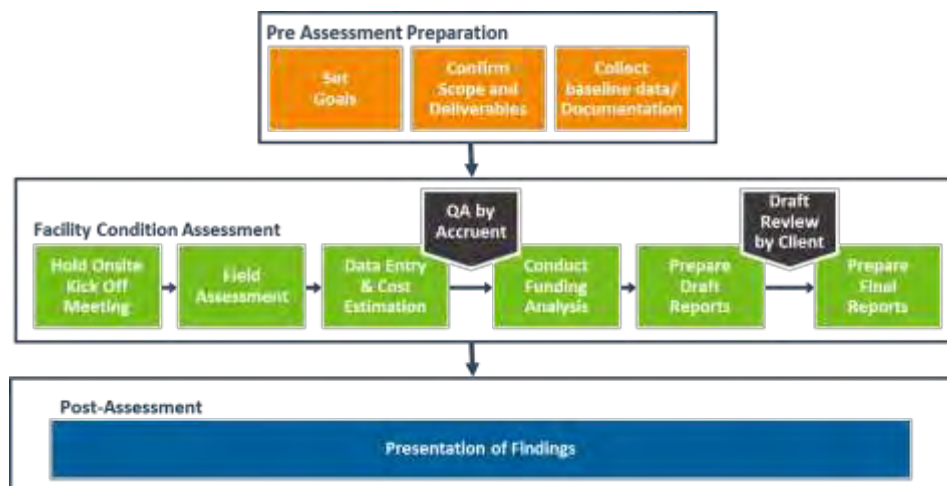
- **What you own:** Not just what capital assets (buildings, parking areas, sidewalks adjacent to buildings, etc.) you own, but what systems and major components make up each of those buildings?
- **The condition of what you own:** Or, what are the needs for each building now, in the next five years, and for the following 30 years? Are your current operations sufficient to maintain your systems in optimum condition?
- **How much money you need:** What should your capital projects budget be to maintain your facilities in their current condition or as “Class A” target condition? And what will your condition be if current investment levels continue?
- **What is most important:** In the event that you do not have enough money to do everything that is needed, given your mission, what should you do first?

VFA's assessment methodology is based on industry standards and refined by experience assessing over four billion square feet of facilities worldwide. Because VFA provides assessment services only and not remediation, clients are assured of objective results.

Comprehensive Facility Condition Assessments

Accruent has no “design-build” or other construction management aspirations. Consequently, assessment data garnered by Accruent is independently objective and untainted by the “stakeholder mindset.”

Accruent provides consistent, reliable data and transparent, easy-to-follow program management advice that will enable City of Woodland to effectively and efficiently manage its facility capital program.



Details about each phase of this process are provided in the following sections.

Pre-Assessment Preparation Phase

Set Goals - To kick off the project, Accruent will set up a meeting (either via teleconference or in person) with City of Woodland key stakeholders to confirm the goals and objectives for the project. Understanding what City of Woodland wants to achieve with this project is the key to its success and will drive the project effort. This meeting will ensure that the end deliverable is exactly what City of Woodland is expecting and will best meet organizational goals.

Confirm Scope and Deliverables - During this planning phase, Accruent will work with City of Woodland key stakeholders to establish and document parameters for the assessment/survey. A scoping meeting (also via teleconference or in person) will be held to discuss and confirm schedules, assessment/survey criteria, data classifications, prioritizations and categorizations, and the best method for storing asset data to support analysis, reporting, and planning needs. Often, goal setting and confirmation of scope and deliverables can be discussed and agreed upon in one meeting.

Collect Baseline Data/Documentation - The Accruent team will communicate with City of Woodland facility managers, plant maintenance managers, and staff members (via email or teleconference) to help them gather information that the Accruent assessment and survey teams will need. These data typically include asset location, number, use and name, dates of initial construction and any renovations, number of floors, gross area, and any other relevant data. Data that will be uploaded into VFA Facility must be provided to Accruent in spreadsheet or database format. Additionally, any information regarding site maps, principal asset activities, occupancy schedules, any outstanding asset code violations, recent studies such as ADA or roofing inspections, and the like that are provided to Accruent and that will impact how Accruent conducts our assessment work, will also be reviewed in this phase.

As a result of scope parameter discussions, Accruent will configure our software tools to align with the level of assessments/surveys agreed to in the workshop. Data points such as prioritization schemes, systems to be assessed and level of detail required will be setup and configured.

The Assessment Phase

The Assessment phase is the on-site work performed by Accruent's assessment team and subsequent data entry/analysis done at Accruent's offices. By the end of this stage, the assessment data will be collected and populated in VFA Facility. This phase includes analysis of the data, such as cost estimates for corrective actions.

On-Site Kickoff Meeting

On the morning of the first day of the field visit, Accruent will organize a meeting with the staff that will be involved with the field assessment phases of the project to kick off the on-site survey work. This meeting will enable City of Woodland staff to meet the Accruent assessment team and understand the project schedule. It will also include discussion of the logistics of the site visit, such as gaining access to all elements of the facility and other practical information important to undertaking the physical assessment. Accruent will ensure that all functional teams understand project objectives, conditions, and goals.

As part of the meeting, the following information is typically discussed as it pertains to our assessment needs:

- Basic building information
- Systems to be assessed
- Special data that needs to be tracked
- Previous assessments performed and success rates working with the results

- Current process for Capital Planning
- Assessment logistics

Field Assessment

Accruent's team will visually inspect all of the assets included in the scope of the project to identify deficient conditions and assess the remaining lifecycle of designated asset systems. The teams will document requirements, including digital photographs of asset exteriors and any observed conditions within the assets. The survey will include a visual inspection of the building and all of the building's architectural, mechanical, and electrical systems.

The inspection of the asset interiors will include all mechanical and electrical rooms, as well as a representative sampling of rooms. Resultant requirements will be identified for the entire asset or system. The inspections of the asset exteriors will include an approximate ten-foot perimeter around the asset and the areas adjacent to and/or attached to the asset that are inherent to the asset's use, such as ramps, stairs, paving, landscaping, and exterior, wall-mounted lighting.

The assessment of site and utilities assets will include the systems included in Appendix 1. Visible and non-visible systems and system components will be evaluated by a VFA consultant with experience in the specific technical discipline relevant to the system. Visible systems will be evaluated by physically touring the site, review of institution maintenance records, and by in-depth interviews of facility personnel with historical knowledge of each of the assets. Where site systems or system components are buried or otherwise inaccessible, VFA will interview institution personnel and review institution maintenance records to gain insight and gather information related to system type, age, quantities and condition in order to construct accurate cost estimates. Items requiring a corrective action and long term renewal costs for each asset will be identified. System models will be created for each asset. Where available, VFA may use existing system models as referenced in the development of updated system models. Where applicable, an asset may be divided into sections for the development of replacement value and FCI. An asset will be divided into appropriate sections such as functionality, street, specific site area, age, or size. The final list of assets, and divisions of each if necessary, will be reviewed and approved prior to finalizing the assessment documents. The assessments of the infrastructure and site utilities will include the exterior disconnect of the service.

Accruent does not include intrusive and destructive testing such as infrared, roofing core sampling, soil testing, generator testing, and hazardous material testing as part of the standard assessment methodology. If observed field conditions warrant further testing, Accruent will make recommendations for such investigation as appropriate.

Data Entry & Cost Estimation

After the on-site work is complete, the survey team will review their notes and findings and begin entering all of the collected data into VFA Facility. This will include descriptive narratives, field entries, and photos as described in the following list:

- **Asset Descriptions:** A narrative summary of each assessed facility will be documented in the asset description. Additional details of each of the asset's systems will be recorded in system descriptions. This information is useful for having documentation regarding the basic information about an asset, such as construction information.
- **System Models and Conditions:** Assets (buildings) are broken down into their component systems in the database. These system models provide an up-to-date record of what exists within the building at the time of the assessment (i.e., what type of roof?), and how much of it is present (i.e., how much acoustical ceiling tile vs. gypsum wallboard ceilings). System models record the expected useful lifespan of each system (i.e., how long should this roof last?) and how much useful life remains based on the visual inspection (i.e., how long can we expect the roof will last?). A replace-in-kind replacement value is

established for each system as well as a projected renewal cost (i.e., how much should we expect to pay when the system is at the end of its life?). Based on the information gathered in the inspection, City of Woodland will gain an understanding of the reinvestment rate required on an annual basis to replace system components that have reached or exceeded the end of their useful lives.

- **Requirements:** Requirements are issues such as systems or components that are unsafe, broken/damaged, can no longer perform the intended function, are approaching or have exceeded their useful life spans, do not conform to current codes, or may be an improvement to the facility, such as an energy conservation project. The survey will typically include capital needs rather than operational, such as major repair to air handling unit vs. changing a fan belt (capital vs. operational expenses are often set by a dollar minimum threshold (such as \$5,000) and will be agreed upon at the beginning of project). Each requirement is individually classified by priority, category (cause of issue), system, and inspector, thereby allowing for multiple queries and flexible data analysis. If required, additional classifications for specific needs can also be created by the project manager or City of Woodland's site administrator.
 - o Each Requirement must be assigned a Priority that indicates its severity and the ideal time frame for correction. Accruent standard Priorities are described in detail below. The chart below lists current default Priorities along with their definitions and default years offset. These Priorities, their descriptions and years offset may be modified based on client preferences. Depending on the selected Priority's number of years offset, the Observed Years Remaining should be adjusted accordingly when following the Requirement Renewal Method. Standard definitions of priorities are provided in Table 1. Accruent will work with City of Woodland to determine the specific priorities to be used for this project.

Table 1: Priorities associate requirements with a timeframe; standard priorities shown here can be tailored to meet client requirements.

Priority	Definition	Years Offset
Priority 1	Due within 1 Year of Inspection	1
Priority 2	Due within 2 Years of Inspection	2
Priority 3	Due within 5 Years of Inspection	5
Priority 4	Not Time Based	null

- o Each Requirement must be assigned a category that indicates the general issue or the reason for the deficiency. The standard Requirement Categories, listed below, include a broad range of topical causes for adding the Requirement to the Asset, but may be customized by the client if necessary.

While the software allows a user to assign a parent or child category to a Requirement, the Accruent standard is to use the child categories only. All types of Requirements can be categorized within the child categories, and doing so allows for a more precise classification of the issue. Standard categories are shown in Table 2.

Table 2: Categories group requirements by cause or reason.

Category	Sub-category
Integrity	• Lifecycle • Reliability
Regulatory	• Life Safety • Building Code • HazMat • Accessibility
Optimization	• Technological Improvements • Capacity • Mission • Maintenance • Abandoned • Energy • Sustainability

- *Corrective Actions:* Accruent's assessors will recommend a corrective action for each requirement. The actions are based upon the materials and equipment required to repair or replace the identified deficiency along with necessary labor. Accruent will work with City of Woodland to identify any soft costs (e.g., permitting fees, project management fees, etc.) that should also be included.
- *Digital Photos:* Accruent will import digital photos taken during the assessment to visually illustrate existing conditions. A selection of photographs of the asset exterior and the critical requirements within each asset will be stored and linked to requirements where a supporting photo is beneficial.

QA by Accruent

Accruent ensures a quality project through a comprehensive Quality Assurance program. Data is reviewed by team members, project managers, and the designated QA manager for the project before submission to City of Woodland for review.

Conduct Funding Analysis

Data in VFA Facility will be used to determine long-term system renewal costs and timing, develop multiple funding options, and perform a comparative analysis of these funding options; these analyses will be discussed with City of Woodland. The Accruent Team will equip your organization with information to make sound decisions about long-term capital reinvestment in City of Woodland's existing buildings. Accruent understands that facility conditions are not the only factor in determining what renovations, replacements, or repairs to undertake, and are in many cases considered in support of other drivers such as impact on mission, risk, space planning needs, or changes in use.

After the facilities assessment data has been entered into the database and action methodologies and costs have been established, benchmarking the condition of the facilities can begin. Accruent has automated a standard process to assess the relative condition of assets, facilitating comparison both within and among organizations and locations. A Facility Condition Index (FCI) will be calculated for each asset (building) evaluated, providing a key benchmark indicator to quantify the condition of the property (see Figure 1 below). This metric is calculated as the deferred maintenance and renewal needs (typically over a 5 year period) divided by the current replacement value of the building; the lower the FCI value, the better the condition of the building.

City of Woodland will be able to ascertain the impact of various funding levels on the FCI of the assets, or alternatively, the funding requirements to achieve a specific asset FCI.

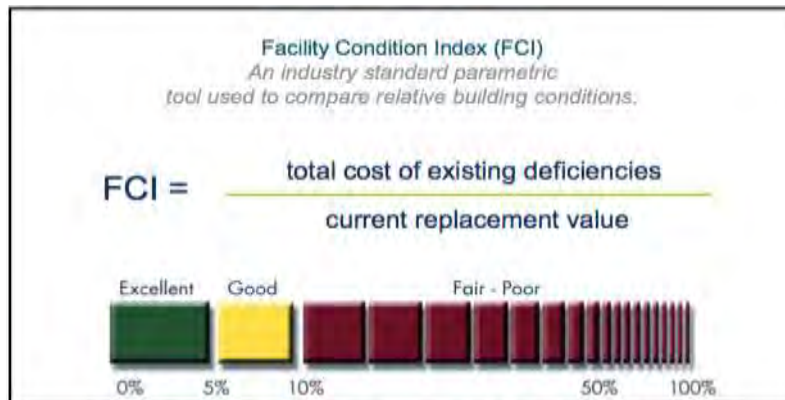


Figure 1 FCI is an extremely useful metric for assessing asset condition.

Based on the criteria selected (i.e., assets, building systems, requirement priorities and categories, number of years forecasted, etc.), VFA Facility will calculate long-term renewals for the assets and systems included in the project utilizing the previously developed system model and systems conditions evaluation. In addition, Accruent will also explore and analyze alternative funding strategies for restoring and maintaining a targeted level of asset condition. Varying levels of funding, timing and project content allows us to understand the impact on facilities/infrastructure condition over time. These alternative strategies will be reviewed and discussed with City of Woodland.

Using these analytical capabilities, competing funding requirements can be analyzed based on criteria and logic that Accruent will establish with City of Woodland to ensure consistent, equitable, goal-oriented, needs-based, and efficient capital planning. The resulting funding analysis can then be used by City of Woodland to establish funding levels to support the development of the organization's capital plan.

Prepare Draft Reports

During this phase, Accruent's capital planning and management software will be used by Accruent's assessors to determine long-term system renewal costs and timing, multiple funding options will be developed, and a comparative analysis of these funding options will be discussed with City of Woodland. A preliminary draft report will be submitted to City of Woodland after the data have been evaluated and entered into VFA Facility. This preliminary report will give City of Woodland an opportunity to review content, including a review of data classifications (such as priorities, categories, and systems), general consistency of overall estimates, and report formats.

The draft report will contain:

- **Narrative Summary:** A complete description of the facility and a summary of deficiencies listed within each section of the detailed report (asset lists and summaries—by age, use, FCI).
- **Digital Facility Photographs.**

- **Facility Work Type Summary:** A summary breakdown of type of work and total costs for each facility (deferred maintenance summaries—presented by priority, system and category and cross tabular format).
- **Facility System Summary:** A summary breakdown of the total costs for a facility by assessed system (system renewal forecasts and SCI reports).
- **Major Deficiency Photographs:** By inspection types using digital cameras.
- **Inspection Details:** This report is divided by inspection type for each facility (asset snapshots – asset descriptions, systems information, requirement lists).

Draft Review by Client

In addition, Accruent will establish a read-only user account during the course of the project which will allow City of Woodland personnel to monitor progress, review data, and make comments on facility assessment data once it has been submitted for review.

Prepare Final Reports

Following City of Woodland's review of the Draft Building Evaluation Report format, the Accruent Project Manager will make any adjustments to the format of the report and will prepare The Final Building Evaluation Report for the remainder of the assets. The Final Building Evaluation Report will document the findings and present analyses of the FCA, and will include the following sections:

- Executive Summary
- Assessment Methodology
- Funding Scenarios
- Capital Renewal Requirements
- Client Summary Data Reports (Requirement Summaries and Cross-tabular Reports)
- Detailed Requirement Reports (Including Asset Summary, Requirement Descriptions)

Post-Assessment Phase

Once the assessment and analysis are complete, Accruent will present their findings and assist City of Woodland in becoming self-sufficient in maintaining data and reporting from the software.

Presentation of Findings

The final key step in the assessment process is the Presentation of Findings. This is a formal meeting hosted by the Accruent Project Manager or Project Director via WebEx or at a City of Woodland site to present the final results of the assessment. The data will be presented logically and methodically.

VFA Facility: Powerful Facility Capital Planning

An organization's facilities are among its most significant assets. Managing the wealth of information related to those facilities and their various building systems is an ongoing challenge, particularly for organizations with large and geographically diverse portfolios. Data about value, condition, age, and function, as well as about maintenance and renewal needs, is often scattered across multiple locations and systems, creating islands of knowledge.

Capital planners may have limited insight into operational issues that could significantly impact planning requirements. Facility directors may be uncertain about how recently completed projects impact their annual funding requirements.

Meanwhile, executives don't have a clear picture of how spending on facilities supports organizational objectives over the long term.

VFA Facility empowers your organization with a central source of facility information, accessible across the organization. It provides facility managers, capital planners, financial analysts and executives with tools to effectively manage and maintain that data and to leverage it in making optimal decisions about facility spending and capital planning.

VFA Facility's powerful knowledge base supports the collection and management of a wide range of asset information, such as location, structure, type, uses, conditions, requirements and their associated costs, and related projects and plans.

Configure data and views to your needs. Organize asset data into numerous levels and create customized fields and drop-down lists on the fly. Sort, group and filter asset information based on your specific criteria, and view your portfolio by site, building type, size, ownership and more.

Dashboards and Reports provide easy access to key indicators. Dashboards provide a graphic view of the state of your portfolio - use the dashboards provided or make your own from any available report in the VFA Facility Report Center. Dashboards can even include data from other applications, such as work order management systems.

Enhance your understanding of your portfolio with photographs and CAD drawings. Associate drawings and photos with specific building records, assets, rooms or requirements. Annotate CAD drawings with icons illustrating prioritized requirements and link them to detailed requirements records.

Attach relevant documents and links. Documents and links to other sites and data sources can be associated site-wide, or attached to objects, including regions, assets, and requirements. Policy and procedure documents, maintenance schedules, approved budgets, and facility-specific reports are all examples of document attachments users can store in the system.

Ensure Accuracy with Built-in Industry Standards. VFA Facility integrates cost data from RSMeans and lifecycle data from the Building Owners and Managers Association (BOMA) to ensure reliable cost projections for deferred maintenance and systems renewal.

Streamline Cost Estimation. A library of building and system model templates enables organizations to rapidly and accurately estimate the cost of capital asset renewal and replacement. Users may adjust industry standard cost and lifecycle data in the models for precise renewal and replacement calculations.

Accurately Estimate Renewal Needs. Modeling tools in VFA Facility allow organizations to estimate system renewal costs and timelines based on the combination of both observed condition and asset age that you determine is most appropriate.

Determine the impact of different levels of spending. Scenario analysis tools allow organizations to project long-term costs and graphically explore the impact of different funding levels. Evaluate strategies for maintaining a targeted facility condition level, varying spending, timing and project content to see the effect on facility condition and cost of capital over time.

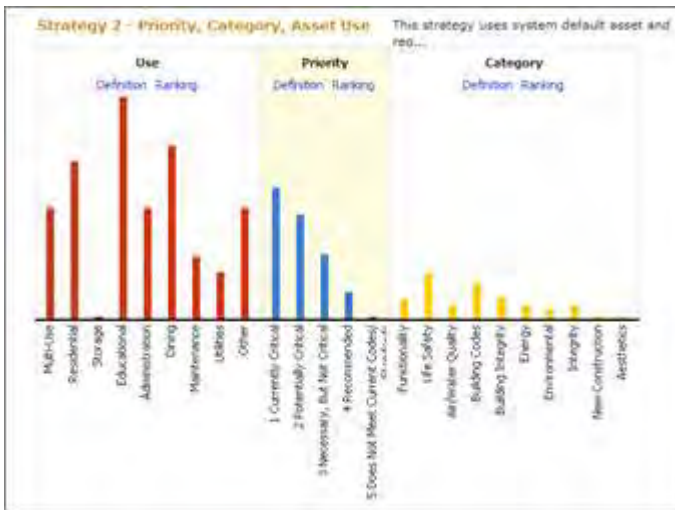


Prioritize Capital Needs. Create multi-year budgets based on organization-wide priorities and strategies. All capital requirements are rank-ordered according to the prioritization strategies you develop, allowing you to identify the most important capital needs. Create multiple ranking strategies for different types of assets, and compare various budget scenarios to see the impact of different investment levels.

Develop Efficient Projects. Rapidly develop cost-effective capital projects from your prioritized capital needs and evaluate different project scenarios. Grouping requirements across facilities and sites allows organizations to identify opportunities to bundle projects cost-effectively and to readily determine the intersections of multiple projects.

Benchmark Your Progress. Use industry-standard benchmarks, such as the Facility Condition Index (FCI), to quickly compare assets across a portfolio or against industry standards. Configure your FCI and define other measures critical to your organization, such as system condition indices and benchmarks for mission adequacy.

Evaluate green options. VFA Facility enables users to incorporate green requirements into the long-term capital planning process, evaluate the costs and benefits of sustainability improvements, and prioritize green investments relative to other capital requirements.



Create Customized Reports. Powerful reporting and query tools give users rapid access to the data they need to support capital planning decisions. VFA Facility's Report Center provides a variety of standard reports which users can view and output in a variety of formats, schedule to run at specific times, and even automatically distribute to specific recipients. Using the optional Report Author tool, users can also create reports on the fly using a simple drag-and-drop interface. Finally, users can also use any available reports to create unique dashboards.

Support Users in Multiple Languages and Currencies. VFA Facility is localized for use in US English, UK English, French and German. Language preference is automatically enabled based on the user's web browser and PC locale settings. Multiple

currencies are also supported. Local currencies may be used for regions, campuses and assets, with a standard site-wide global currency for rolled-up reporting.

Access Through a Standard Web Browser. Using VFA Facility requires only a browser and internet connection, so organizations can get up and running quickly and focus on more pressing business needs, not on costly, complex on-site installations or other technology concerns. Individuals from across the organization and around the world can easily and securely access facility data from any location.

VFA.facility Basic Training

VFA.facility Basic Training enables customers to maximize the benefits of VFA's facility management solutions. VFA.facility training is intended to enable users to become proficient in using and manipulating the Facility Condition Assessment (FCA) data housed within the VFA.facility software. VFA will work with the client to schedule an onsite training class (or classes), to be held at a client-hosted location, for up to 10 students per session.

The VFA.facility Basic Training class consists of a two-day training session comprised of lecture, demonstrations, and hands-on student exercises. Students will be taught how they can manipulate and utilize the database information, as well as how VFA.facility may serve as a dynamic tool for planning, budgeting, and project prioritization.

The first day of class focuses on the Asset database and general navigation of the VFA.facility software. The VFA Product Trainer will demonstrate how the Asset database is structured and how the assessment data is populated and updated within the software. The second day of the class focuses on Reporting and Data Analysis, including basic and advanced Reporting options, creating and understanding Funding scenarios, a demonstration of Pairwise Ranking and Budgeting tools, as well an introduction to the Homepage Dashboards and VFA FacilityView.

All of the students in the class will be provided with a VFA.facility Basic Training Guide, which will be used during the class to guide the students through a variety of hands-on exercises. The students will also be provided with a training environment to be used during the class for hands-on activities, which will be based upon a copy of the client's VFA Facility Condition Assessment data. This training environment will also be made available to the students for 30 days after the end of the training class so that the students can practice what they have learned during the class, using both the training environment and the VFA.facility Basic Training Guide.

VFA.facility Basic Training Topics include:

Understanding the Asset Database

- Summary of the Facility Condition Assessment (FCA) process
- Setting up your Computer and reviewing the Software features
- Basic Navigation and the Database Hierarchy
- Utilizing Productivity Tools - Sorting, Filtering, Column Layouts and Favorites
- Review of the Facility Condition Assessment Data Records
- Key Concepts - FCI and RI Calculations; Replacement and Renewal Costs
- Understanding the RSMeans-based Cost Estimates
- Overview of the Data Maintenance process

Capital Planning & Budgeting

- Understanding Report Options and Selection Criteria
- Analyzing the Database via Reports
- Constructing Ad-Hoc Queries
- Creating and Analyzing What-if Funding Scenarios
- Developing a Ranking Strategy and creating a Capital Budget (demonstration)
- Using Dashboards and VFA FacilityView

Prerequisites:

All participants should:

- Possess basic Internet and Microsoft Windows navigation skills
- Have previously used Microsoft Word and Excel or other similar programs
- Have an understanding of facility management concepts and topics
- Be familiar with cost estimating concepts. A background in cost-estimation is required for users wishing to build new RSMeans-based cost estimates.

Risk Analysis & Mitigation Workshop

Under this scope of work, Accruent will facilitate a one-day onsite risk analysis and mitigation workshop with the City of Woodland. During this workshop, Accruent and City personnel (Team) will identify criteria to be used in the evaluation of risk for the condition assessment data collected as part of the assessment. Accruent will introduce fields and methodologies used by some of its other customers in the evaluation of risk and the Team will brainstorm alternative fields. Subsequent to selection of the fields, the Team will create definitions for each of the potential values for the selected fields and guidelines for the selection of these values.

Accruent will document the results of the workshop (i.e. the required fields, definitions and selection guidelines) in a written report to the City. Accruent will present the report in draft form for review and will produce a final report incorporating any comments by the City. Accruent will also create any custom fields needed to document the risk factors in the City's licensed VFA Facility database. Any calculations using the risk factors can also be developed by Accruent for an additional fee.

Data Maintenance Service

Prior to the biennial update period, City of Woodland staff will need to assemble all relevant information, such as completed work order reports, requirement or project tracking forms, etc. These will be sent to Accruent and used by the data maintenance team during the data update process.

The data maintenance team will also review the current instance of the City of Woodland's VFA Facility site prior to commencing the update.



The Accruent team will conduct a review of the relevant information assembled from above with City of Woodland staff via Webex and make needed updates to the VFA Facility database including:

- Updating existing Requirements, Actions and Project data to reflect work completed or modifications of scope;
- Creation of new Requirements, Actions and Projects based solely on the relevant information obtained from above;
- Updates to “Years Remaining” for Systems in the System Model when significant projects have been completed or new requirements have been identified that were not part of a prior assessment.
- Identification of opportunities to automate the update of requirement data (such as data exchange with an existing work order management system).

Preparation of Final Reports

The assessment team will prepare a final report summarizing all changes made to the asset information for the buildings, and the impact those changes have made on the original buildings' FCI and other metrics.

Client Information

- Client's Obligations

Client acknowledges that its participation and cooperation is both required and critical for the success of the Engagement.

- Client shall be responsible for completing the following tasks:

- Provide a Client Representative who will be responsible for the coordination of the client's resources as necessary to participate in the Training Engagement. The Client acknowledges that the Client Representative has the ability to plan and commit resources (human and otherwise) on behalf of Client that are necessary to execute the Engagement.

- Assumptions

- In addition, this SOW is based upon the following assumptions:

- Any change in the specified Services must be mutually agreed upon in writing by VFA and Client. Until such agreement has been made, VFA will continue performing the Services in accordance with the SOW.
- Any work not explicitly stated under the Professional Services Scope of Work will be considered out of scope.
- If additional services are needed, an approved Change Request will be required.
- VFA resources are not dedicated solely to the Client during the engagement. Reasonable notice is required by the Client to request VFA resources whether work is performed on-site or off-site.
- Client will be required to provide VFA with a minimum of ten (10) business days prior notice ("Resource Request Notification Period") of Client's requested services date for allocation of VFA consultant resources and provision of Services ("Requested Dates"). While VFA will use commercially reasonable efforts to allocate resources in accordance with the Requested Dates, VFA shall be under no obligation or penalty to meet such Requested Dates and shall be entitled to reject or offer alternative dates to Client for any reason.
- Should the Client (or Participant) cancel training session (or attendance) more than five (5) business days but less than ten (10) business days prior to the date that such engagement was scheduled to commence, the Client shall pay VFA fifty percent (50%) of the Training Session fees. Should the Client (or Participant) cancel training session (or attendance) five (5) days or less prior to the date that such engagement was scheduled to commence, the Client shall pay VFA one hundred percent (100%) of the Training Session fees.
- In addition, in the event Client cancels or reschedules any on-site engagements with VFA Consultant(s) with less than fourteen (14) business days lead time but more than ten (10) business days, VFA will invoice Client and Client will pay for fifty percent (50%) of the cancellation and/or change fees associated with rebooking travel and arrangement. In the event Client cancels or reschedules any VFA resource(s) with less than ten (10) business days lead time, VFA will invoice Client and Client will pay for one hundred percent (100%) of the associated fee.

In the event VFA cancels or reschedules any on-site engagements with the Client one hundred percent (100%) of the cancellation and/or change fees associated with rebooking travel and arrangements will be absorbed by VFA.

3. Further, Client acknowledges that its timely provision of and access to offices accommodations; skilled personnel; facilities; equipment; assistance; cooperation; complete and accurate information and data from its officers, agents, and employees; and suitably configured computer products (collectively, "Cooperation") are essential to performance of any Services as set forth in this SOW. VFA shall not be responsible for any deficiency in performing Services if such deficiency results from Client's failure to provide full Cooperation. Client agrees to allow VFA to post, at a site at which Services are performed, any documents necessary for VFA to provide Services in compliance with the law.

- Engagement Management and Change Control

4. Engagement Management

The client representative and VFA's training department representative shall work together with to facilitate and efficient delivery of Services

5. Change Control Process

The purpose of the change control process is to make sure that requests for project changes are properly recorded, evaluated, and incorporated into the Engagement as appropriate, with the proper priority and due dates ("Change Control Process"). Client and VFA will use the following change control process for delivery of this solution.

VFA will complete a Change Request ("Change Request") document to clearly identify the change issue. The Change Control Process is followed in the case where there are anticipated material impacts to cost and/or timeline.

- Where changes in scope do not result in changes to cost or timeline, VFA will document the scope change in an e-mail for approval by Client Representative

VFA will assess the effect of the change on the Project schedule, and its impact, if any on the delivery of the agreed upon services and present findings to the Client Representative.

Once the Change Request is approved by both Client and VFA, Client and VFA will incorporate the change into the Engagement, which will include updating the schedule, engagement documentation and related deliverables to track the change, as applicable and agreed upon.

Any change in the specified scope of Services must be mutually agreed upon in writing in advance by the parties. Until such agreement has been made, VFA will continue performing the Services in accordance with this SOW. VFA's consent should be obtained if any change in Client requirements may affect VFA's fees. Client will specify the authorized signatory upon Engagement commencement.

- Services Fees are based on the implementation plan and scope of work as defined below.

Professional Services Scope of Work

Engagement Tasks

Task Type	Task Description	Assigned To
Project Administration	- Confirm Client Representative and Assign VFA's Training Department POC - Confirm dates for client hosted training session - Confirm location of training session, IT staff contact info, and location to ship training materials	VFA/Client
IT Setup Instructions	- E-mail client the IT Setup Instructions for client's use to set up their own computers post training - Client is responsible for setting up training room, per the provided IT Setup Instructions	VFA/Client
Client Site Training session	VFA Trainer leads training session(s) at clients site	VFA/Client

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING CONTRACTS FOR A FACILITY CONDITION ASSESSMENT AND
CAPITAL PLANNING SOFTWARE SYSTEM**

WHEREAS, the City Council authorized a \$150,000 budget appropriation in FY2017/2018 in support of the city's need to develop a robust facilities asset management program; and

WHEREAS, the City of Woodland wishes to apply \$50,926.00 of the amount to conduct the proposed Facility Condition Assessment of all city facilities under the National Cooperative Purchasing Alliance contract #2017-1721028703; and

WHEREAS, the City of Woodland wishes to use the remaining balance of funding to support development of software tools as well as provide for selected priority facility needs, based on the results of the citywide Facility Condition Assessment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby authorizes to award the contract for Facility Condition Assessments to Accruent, LLC in the amount of \$50,960.26 and authorizes staff to apply the remaining balance of the \$150,000 budget appropriation towards the development of software tools and selected priority needs.

PASSED AND ADOPTED by the City Council on this 5th day of December 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 9.
SUBJECT: Approve Professional Services Agreement with Ponticello Enterprises for Utility Engineering Staff Augmentation Services

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the consultant services agreement with Ponticello Enterprises for Utility Engineering Staff Augmentation Services for an amount up to \$190,000.

Staff Contact:

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

Fiscal Impact:

The Water and Sewer Enterprise Funds budget for ongoing planning, design, and construction of rehabilitation of both water and sewer pipelines throughout the City to maintain water and sewer service and meet regulatory requirements. Some of this work involves small projects and is normally conducted by staff. Due to a continued backlog of workload in Utilities Engineering, the assistance of a consultant is necessary to accomplish necessary work in year 2018. The funding for staff augmentation is provided at a 50% each cost split from both sewer and water, funded through \$95,000 from CIP #08-21, Annual Sewer and Replacement and \$95,000 from CIP #09-23, Water System Maintenance & Repairs.

There is no impact to the General Fund.

Background:

Water system staff identified several locations in the City that have the greatest occurrence of water main and lateral breaks and leaks, and prioritized the areas for repair and replacement. A project to replace approximately 9,000 lineal feet of streets with 2" diameter cast iron pipe that were installed prior to 1954 is scheduled for 2018. Additionally, a 2-year project to increase water supply to the northwest quarter of the City begins in 2018 and a well demolition project in 2018 which will demolish 3 wells.

The sewer collection system maintains a Sewer System Management Plan (SSMP), which details regulatory compliance requirements and determines maintenance activities, including rehabilitation of aging and failing sewer mains and laterals. Small project work in sewer included projects to fix breaks in sewer mains and projects to replace or line sewer laterals to address root intrusion. In FY 17, utilities engineering accomplished 48% of planned work. The SSMP is regulated through the Regional Water Quality Control Board (RWQCB). SSMP is on a 2-year cycle and the intent is to catch up on rehabilitation work in year 2018.

Staff are also engaged in ongoing work at the WPCF, Lower Cache Creek Flood Control Study, and a large storm water project (North Regional Ponds Project) among several other ongoing activities. The consultant may also assist with these projects as well as assist with prioritizing and planning projects to maintain the sewer and water utilities.

The City has an obligation to remain in compliance with all SWRCB and RWQCB requirements for the water and sewer utilities. The need for a consultant to assist in providing these services for calendar year 2018 has arisen due to a continued backlog of work.

Discussion:

Staff augmentation is necessary to maintain a basic level of service for both water and sewer utilities and meet regulatory requirements on a full time basis through calendar year 2018. Staff augmentation may be necessary in year 2019 at some level of support. Staff augmentation in year 2019 would be brought to Council in late 2018 for approval.

Ponticello Enterprises was selected through a quality based selection process in October 2017 for staff augmentation engineering services and was placed on a list of qualified consultants to work on a range of utility engineering issues. Ponticello Enterprises has provided engineering services for the City on several projects over the years. They are best suited to assist the City and are providing an appropriately qualified engineer to support staff in completing the necessary utility engineering work.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the consultant services agreement with Ponticello Enterprises for Utility Engineering Staff Augmentation Services for an amount up to \$190,000.

Prepared By: Tim Busch, Principal Utilities Engineer

Reviewed By: Brent Meyer, City Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
A - Resolution	11/22/2017	Resolution
B - Contract	11/28/2017	Backup Material

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH PONTICELLO
ENTERPRISES FOR UTILITY ENGINEERING STAFF AUGMENTATION SERVICES**

WHEREAS, Ponticello Enterprises was selected to provide staff augmentation services to the City through a quality based selection process in October 2017; and

WHEREAS, the budget for funding the Staff Augmentation Services is provided at a 50% each cost split from both sewer and water, funded through \$95,000 from CIP #08-21, Annual Sewer Repair and Replacement and \$95,000 from CIP #09-23, Water System Maintenance & Repairs; and

WHEREAS, the City Council wishes to approve the Contract with Ponticello Enterprises for an amount up to \$190,000; and

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

Section 1. The City Council hereby approve the Contract for the Utility Engineering Staff Augmentation Services with Ponticello Enterprises for an amount up to \$190,000.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this *****INSERT DAY***** day of December, 2017, by and between the City of Woodland, a municipal corporation organized under the laws of the State of California with its principal place of business at 300 First Street, Woodland, CA 95695 (“City”) and Ponticello Enterprises Consulting Engineering, Inc., a California corporation with its principal place of business at 1216 Fortna Avenue, Woodland, CA 95776 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render certain consulting engineering services as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be January 8, 2018 to December 31, 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.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such condition.

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates Alan Mitchell, PE, 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 or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.9 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 Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 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 this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Services performed under this Agreement any person found not to be in compliance with such requirements.

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

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

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Although the YSAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by YSAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

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

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

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

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

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

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

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

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In

addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth of \$110 per hour. The total compensation shall not exceed one hundred ninety thousand dollars (\$190,000) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant

shall be compensated only for those services that have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise digitally recorded that are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment, or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Services, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Services or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than for the Services 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 pursuant to this Agreement, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause, or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services. 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, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

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

Consultant:

Ponticello Enterprises Consulting Engineers, Inc.
1216 Fortna Avenue
Woodland, CA 95776
(530) 668-5883
Attn: Alan Mitchell, PE

City:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: Paul Navazio, City Manager

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

3.6.2 Indemnification.

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

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 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.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions,

Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WOODLAND
AND PONTICELLO ENTERPRISES CONSULTING ENGINEERS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the
[***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

CITY OF WOODLAND

By: _____
Paul Navazio
City Manager

Attest: _____
Ana B. Gonzalez
City Clerk

**PONTICELLO ENTERPRISES CONSULTING ENGINEERS, INC.
a California corporation**

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “A”

SCOPE OF SERVICES

The following Scope of Services is to provide Staff Augmentation Services for the Utility Engineering division of the Community Development Department. The staff person assigned to Staff Augmentation will be located at Woodland City Hall and generally work as an Assistant Engineer supporting City engineering staff. In general, the scope of services includes assistance in planning, design, bidding, and construction of various projects in the water, sewer, and storm drainage utilities.

Water System tasks are anticipated to include:

- Prioritization and planning for annual water main replacement project, including prioritization based on several factors, cost estimating, and updating the overall plan for the water system.
- Assistance with design and construction management of the annual water main replacement project.
- Assistance with maintaining the City’s water distribution system model.
- Assistance with planning and design of expansion of the recycled water system.
- Assistance with the ongoing well demolition project

Storm Drainage tasks are anticipated to include:

- Planning and design of rehabilitation project to repair a 54” diameter pipe at the East Main Pump Station.
- Planning and design of repairs to storm drainage pipes at various locations.

Sewer Collections and WPCF tasks are anticipated to include:

- Assistance with removal of Biosolids in Pond #7 at the WPCF, includes finalizing plans and specifications, bidding, and construction oversight, but not inspection.
- Assistance with planning for the long term disposal of accumulated biosolids stored at the WPCF.
- Prioritization and planning for annual sewer rehabilitation projects, including prioritization based on several factors, cost estimating, and coordination with other projects.
- Assistance with design, bidding, and construction management of small sewer rehabilitation projects.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 10.
SUBJECT: Authorize Contract Amendment to Citywide Landscape Maintenance Contract with Dominguez Landscape Services, Inc.

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract amendment with Dominguez Landscape Services Inc. for Citywide Landscape Maintenance Services.

Staff Contact:

Alex Halcon, Management Analyst, (530) 661-5885, alex.halcon@cityofwoodland.org

Fiscal Impact:

The total cost of this contract amendment for the addition of landscape areas # 224,225, and 226 will be \$23,520 annually including this fiscal year. The total cost of this contract amendment for the new parks will be \$42,000 annually but \$21,000 for the remainder of the fiscal year. These areas are within the Spring Lake L&L (Lighting and Landscape) District and will be funded out of current approved budget. Annual funding for weed control maintenance along the new water transmission main will be \$16,256 from fund 210-086-7851-5226, and \$8,128 for the remainder of this fiscal year from the current approved budget.

The addition of new services to the existing contract is as follows:

<u>Fiscal Year 2018</u>	
Landscapes	\$23,520
Parks	\$21,000
Weed Abatement	\$8,128
Total Cost:	\$52,648
<u>Fiscal Year 2019</u>	
Landscapes	\$23,520
Parks	\$42,000
Weed Abatement	\$16,256
Total Cost:	\$81,776

Background:

On June 21, 2016 through Resolution No. 6656 the City Council authorized a contract with Dominguez Landscape Services for city wide landscape maintenance.

Services provided under this contract include maintenance of parks, City facilities, sound wall vegetation, median strips, and lighting and landscaping districts with a total annual cost of \$587,359. This contract only included the landscape areas that were constructed and the City's responsibility to maintain at the time the maintenance contract was entered into.

With construction of new residential developments moving at a rapid pace in the City, additional public landscape areas will need to be continuously added to the City's landscape maintenance contract. The City is responsible for

maintaining these additional newly constructed landscape areas once they have concluded the warranty maintenance period.

Funding for contract services comes from the general fund, landscape and lighting districts, and other non-general funds programs. These new areas to be added are part of the Spring Lake Lighting and Landscape District and along a new water transmission main on the south end of town from East Street to Ashley Street completed in 2016, after the contract with Dominguez Landscape Services was executed.

Discussion:

The City landscape contract covers approximately 150 acres of parkland and general landscapes, and will mirror our current contract with some minor adjustments to areas served.

Addition of New Landscape Areas:

- Landscape area #224: Road 102 south end plus the pass thru on Zane drive and the small traffic circle
- Landscape area #225: southwest corner of Meikle and Marston including the walkway on the south
- Landscape area #226: west side of Beehgley walkway from Heritage Parkway to Martson

These areas located in the Spring Lake Lighting and Landscape District and the City became responsible for maintaining them in July 2017.

Addition of New Parks:

- Spring Lake Park (N1): located at 1904 Shellhammer Drive 2 acres containing the following amenities: small picnic areas and tables, multi-use turf area, playground equipment for young children (ages 2-5) and native planting mounds. Park maintenance will become the City's responsibility in late December.
- Rick Gonzales, Sr. Park (N3): located at 2109 Mickle Avenue 7 acres built with the following amenities: playground, shade structure, decomposed granite path, concrete path, fitness stations, multi-use fields, soccer fields, T-ball size field, bench, restroom, maintenance building, and additional low water use landscape. Park maintenance will become the City's responsibility in late February/early March 2018.

Addition of Water Transmission Main Weed Abatement:

The water transmission main runs from East Street to Ashley Street. This project was accepted by the City in July 2016 at which time the City became responsible for weed control along the route. Weed control has been done sporadically along the route however; the area needs to be maintained on a quarterly basis.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract amendment with Dominguez Landscape Services Inc. for Citywide Landscape Maintenance Services.

Prepared By: Alex Halcon, Management Analyst

Reviewed By: Christine Engel, Community Services Director



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Dominguez Services - Amendment	11/30/2017	Cover Memo

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT
WITH DOMINGUEZ LANDSCAPE SERVICES, INC FOR CITYWIDE LANDSCAPE
MAINTENANCE SERVICES**

WHEREAS, the City of Woodland strives to maintain our parks and landscaping areas in a manner that promotes safety and enhances quality of life;

WHEREAS, Dominguez Landscape Services, Inc., a landscape company, currently provides landscaping services to the City of Woodland;

WHEREAS, since the contract execution new landscape medians and parks in Spring Lake and a water transmission main weed abatement have added to the city's maintenance responsibility;

WHEREAS, the proposed contract amendment results in a cost of \$52,648 for the remainder of FY 18 and \$81,776 in FY 19 the final year of the contract for the landscape maintenance services for City facilities, Parks and general landscape areas;

WHEREAS, funding in support of this contract is identified in the approved FY18 budget and will be included in the FY19 budget;

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes the City Manager to execute a contract amendment with Dominguez Landscape Services, Inc. for the addition of new landscape areas and parks.

PASSED AND ADOPTED by the City Council this 5th day of December 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: December 5, 2017
ITEM #: 11.
SUBJECT: Second Reading for Zoning Ordinance to Add Commercial Cannabis Uses

Recommendation for Action:

Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 1629, approving the addition of Article 21.6 of Chapter 25 of the Woodland Municipal Code related to zoning of commercial cannabis uses.

Staff Contact:

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

Fiscal Impact:

Utilization of City Attorney and staff time to research, analyze and evaluate options and recommendations relating to cannabis uses within the city.

Background:

At its November 21, 2017 meeting, the City Council introduced and waived the first reading of Ordinance No.1629 on a 4-1 vote as indicated:

Ayes: Council Member Davies, Fernandez, Rodriguez and Mayor Barajas

Noes: Council Member Stallard

and approved the proposed addition of Article 21.6 of Chapter 25 as follows:

1. To allow, subject to the granting of a Conditional Use Permit (CUP): cannabis manufacturing, distribution, and testing facilities for medical and adult-use cannabis;
2. To prohibit cannabis retailers and commercial cultivation of cannabis in the City;
3. No more than six (6) CUPs will be approved in total for all commercial cannabis uses (but multiple uses may be located on one parcel or site within a single CUP);
4. All commercial cannabis businesses would be limited to the Industrial and Light Industrial Flex Zones;
5. Within the Industrial and Light Industrial Flex zones, a 600-foot buffer from specified sensitive uses (schools, day care centers, youth centers and public parks), consistent with but slightly expanded beyond, State Law, will apply to every cannabis use;
6. Additional findings and review criteria apply to the CUP approval process in order to allow the city the ability to assess impacts associated with facility size, mix of uses, concentration in an area, and impact on other businesses and surrounding properties; and
7. City Council will act as final review authority for granting the CUPs, with recommendation from Planning Commission.

Conclusion:

Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 1629, approving the addition of Article 21.6 of Chapter 25 of the Woodland Municipal Code related to zoning of commercial cannabis uses.

Prepared By: Cindy A. Norris, Principal Planner

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



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Zoning Ordinance adding Commercial Cannabis	11/28/2017	Ordinance

ORDINANCE NO. 1629

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, DISTRIBUTION AND RETAIL BUSINESSES IN THE CITY OF WOODLAND

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 November 2, 2017, and voted 4-1-1-1 to recommend that the City Council adopt this Ordinance with certain amendments to the total number and types of allowable uses; 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 – City Council Review

25-21.6-60 – Cannabis Manufacturing

25-21.6-70 – Cannabis Laboratories and Research

25-21.6-80 – Cannabis Distribution Facilities

25-21.6-90 – Cannabis Cultivation

25-21.6-100 – Cannabis Retailers

25-21.6-110 – 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 cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis licensed by the state and intended for commercial sale. For purposes of this Article, cannabis cultivation does not mean or include personal cultivation of cannabis regulated by Article 21.5 of the Zoning Code

“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, including accredited testing laboratories licensed by the state and involved in commercial cannabis activity in the state. Cannabis laboratories and research also 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 to consumers, 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, pursuant to state law.

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 pursuant to this Article.

(b) Any cannabis business permitted by this Article must, prior to 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. Additionally, no cannabis business may be located within a 600 foot radius of a public park.

25-21.6-50 – City Council Review

(a) The Planning Commission shall review all conditional use permit applications submitted pursuant to this Article and provide a recommendation regarding approval to City Council.

(b) The City Council shall serve as the final review authority for all conditional use permit applications submitted pursuant to this Article, and is authorized to approve or deny issuance of all cannabis conditional use permits.

(c) In evaluating whether to recommend approval or approve conditional use permit applications, 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, including adjacent and surrounding properties;
- (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 or proposed to be 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 which may be exacerbated by establishment of the proposed cannabis use.

(d) The City Council is authorized to approve up to a maximum of six (6) total conditional use permits for cannabis businesses pursuant to this Article.

25-21.6-60 – Cannabis Manufacturing

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 the Industrial (I) and Industrial with Light Industrial Flex Overlay (I/LIF) zones.

25-21.6-70 – Cannabis Laboratories and Research

Cannabis laboratories and research facilities 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 the Industrial (I) and Industrial with Light Industrial Flex Overlay (I/LIF) zones. Cannabis laboratories and research facilities are prohibited from engaging in commercial cultivation, manufacturing, distribution and sales of cannabis.

25-21.6-80 – Cannabis Distribution Facilities

Cannabis distribution facilities 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 the Industrial (I) and Industrial with Light Industrial Flex Overlay (I/LIF) zones.

25-21.6-90 – Cannabis Cultivation

Cannabis cultivation is prohibited.

25-21.6-100 – Cannabis Retailers

Cannabis retailers are prohibited.

25-21.6-110 – 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. Section 25-18-10. - Table 3-Permitted Uses of the Woodland Municipal Code is hereby amended to add “Cannabis Uses” into Table 3, to be inserted after part G. Miscellaneous Uses, as follows:

H. CANNABIS USES	I	EOZ
1. Indoor Commercial Cultivation for Cannabis: Prohibited.		
2. Manufacturing, both Volatile and Non-Volatile: Limited to manufacturing for wholesale distribution for resale; Retail (on-site) sales prohibited	i	
3. Testing, Research and Development: Retail (on-site) sales prohibited	i	
4. Distribution: Retail (on-site) sales prohibited	i	
5. Retailers (Dispensaries): Prohibited.		

Section 3. Section 25-18-20 of the Woodland Municipal Code is hereby amended to add letter “i.” to the list of special conditions, to be inserted following letter “h.”, as follows:

- “i. Conditional Use Permit required, with final approval by the City Council, subject to article 25-21.6.”

Section 4. 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 5. CEQA. The City Council hereby finds that the Zoning Code amendments in this Ordinance impose the same or more stringent zoning standards as existing zoning standards that apply to other similar commercial uses in the City. The City Council further finds that this Ordinance merely establishes reasonable zoning restrictions regarding certain commercial cannabis uses that may be conditionally permitted in existing zones with similar uses in the City, and does not independently authorize or approve the establishment of any particular cannabis business in the City. As such, 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 pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations and Business and Professions Code Section 26055(h).

Section 6. 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:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 12.
SUBJECT: Second Reading Commercial Cannabis Business Regulatory Ordinance

Recommendation for Action:

Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 1630, approving the addition of Chapter 13A of the Woodland Municipal Code related to Commercial Cannabis Business Permits and Regulations.

Staff Contact:

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

Fiscal Impact:

Utilization of City Attorney and staff time to research, analyze and evaluate options and recommendations relating to cannabis uses within the city.

Background:

At its November 21, 2017 meeting, the City Council introduced and waived the first reading of Ordinance No. 1630 on a 3-1-1 vote as indicated:

Ayes: Mayor Pro Tempore Fernandez, Council Member Rodriguez and Mayor Barajas

Noes: Council Member Stallard

Abstain: Council Member Davies

and approved the proposed addition of Chapter 13 as follows:

1. Adds new Chapter 13A to the Woodland Municipal Code to ensure all regulatory and permitting requirements for commercial cannabis businesses are self contained within a single chapter of the Code;
2. Requires every cannabis business permitted by the Zoning Code to obtain and maintain valid State licenses, a City-issued business license, and a Cannabis Business Permit;
3. Requires that if multiple operators are contained within a single site, (per an approved Conditional Use Permit (CUP), each operator must obtain a separate permit to conduct the cannabis business;
4. Establishes a cannabis business permit program fee, with applicable fees to be set by resolution of City Council;
5. Permits are not transferable and have a term of 1-year;
6. Violations of the Cannabis Business Permit conditions, the applicable CUP, or State or local law constitute grounds for revocation or suspension of the Permit;
7. Requires both a Business Plan and Community Relations Plan;
8. Applicants are required to enter into an Operating Agreement with the City to ensure community benefits of the business adequately address potential adverse impacts on the community, and shall include an indemnification of the City;
9. Cannabis businesses shall be locked and secured at all times, with sensitive areas such as storage of cannabis and cannabis products accessible only by authorized managers and staff of the permittee;
10. Security surveillance cameras and an alarm system are required, subject to City approval;

11. All persons under 21 years of age are prohibited from the cannabis business site;
12. Cannabis consumption and alcohol are prohibited on the cannabis business site; and
13. Out-of-town based delivery services must obtain a cannabis delivery permit and may not utilize cash transaction at the time of delivery of the product

Conclusion:

Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 1630, approving the addition of Chapter 13A of the Woodland Municipal Code related to Commercial Cannabis Business Permits and Regulations.

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
Ordinance to adding Chapter 13A	11/28/2017	Ordinance

ORDINANCE NO. 1630

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING CHAPTER 13A TO THE CITY OF WOODLAND MUNICIPAL CODE RELATED TO REGULATORY AND PERMITTING REQUIREMENTS FOR COMMERCIAL CANNABIS BUSINESSES LOCATED IN THE CITY OF WOODLAND

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” commercial 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 manufacturing, testing, research, and distribution businesses in the City, as conditionally permitted in the City’s Zoning Code, 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 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. Amendment. Chapter 13A is hereby added to the Woodland Municipal Code to read as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. 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 3. CEQA. The City Council hereby finds that this Ordinance merely establishes a permitting process and reasonable regulations on commercial cannabis businesses, to the extent such businesses are authorized to operate in the City pursuant to state and local law, and does not independently authorize any particular cannabis business or use to establish or operate in the City. Accordingly, it can be seen with certainty that there is no possibility this Ordinance will have a significant effect on the environment. This Ordinance is therefore not a project subject to

California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

Section 4. 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:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ana B. Gonzalez, City Clerk

Angel Barajas, Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

EXHIBIT A

CHAPTER 13A – COMMERCIAL CANNABIS BUSINESS PERMITS

Article I General Provisions

- Section 13A-1-01 Purpose and intent.
- Section 13A-1-02 Definitions.
- Section 13A-1-03 All state and local licenses required.
- Section 13A-1-04 Payment of taxes.
- Section 13A-1-05 Cannabis transfer between permitted businesses only.
- Section 13A-1-06 Permits not transferable.
- Section 13A-1-07 Service of notices.
- Section 13A-1-08 Inspection authority.
- Section 13A-1-09 Violations.
- Section 13A-1-10 Severability.

Article II Notice and Appeal Process for Cannabis Business Permits

- Section 13A-2-01 Appeals.
- Section 13A-2-02 Hearings – Generally.
- Section 13A-2-03 Conduct of hearing.
- Section 13A-2-04 Form, contents, finality of decision.

Article III Issuance of Cannabis Business Permits

- Section 13A-3-01 Definitions and scope.
- Section 13A-3-02 Cannabis business permit required.
- Section 13A-3-03 Cannabis business permit program fee.
- Section 13A-3-04 Applications for cannabis business permit.
- Section 13A-3-05 Application process.
- Section 13A-3-06 Denial of a cannabis business permit.
- Section 13A-3-07 Terms of cannabis business permit.
- Section 13A-3-08 Renewal.
- Section 13A-3-09 Suspending, modifying, or revoking a permit.
- Section 13A-3-10 Emergency contact manager.

Article IV Operating Requirements

- Section 13A-4-01 Cannabis business site buildings.
- Section 13A-4-02 Cannabis business site security.
- Section 13A-4-03 Display of cannabis business permit.
- Section 13A-4-04 Signs.
- Section 13A-4-05 Site restricted.
- Section 13A-4-06 Juveniles prohibited.
- Section 13A-4-07 Cannabis consumption prohibited.
- Section 13A-4-08 Alcohol prohibited.
- Section 13A-4-09 Maintenance of records.
- Section 13A-4-10 Site management.

ARTICLE I GENERAL PROVISIONS

13A-1-01 Purpose and intent.

It is the purpose and intent of the city council to regulate cannabis businesses consistent with state law and to protect the health, safety, and welfare of the residents of the city. The regulations in this chapter do not interfere with a qualified patient's right to obtain and use cannabis as authorized under state law, nor do they criminalize the possession or cultivation of cannabis by certain individuals as authorized under state law. Cannabis businesses shall comply with all provisions of the Woodland Municipal Code, state law, and all other applicable local codes and regulations, including all applicable land use and zoning regulations imposed on cannabis businesses. It is neither the intent of this chapter to condone or legitimize the illegal use or consumption of cannabis under federal, state, or local law, nor to authorize the operation of a legal business in an illegal manner.

13A-1-02 Definitions.

As used in this chapter, the following words and phrases shall have the following meanings, unless otherwise specified:

“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 business permit” means any permit issued to a cannabis business pursuant to the provisions of this chapter.

“Cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis licensed by the state and permitted by Article 21.6 of the Zoning Code. For purposes of this chapter, cannabis cultivation does not mean or include personal cultivation of cannabis regulated by Article 21.5 of the Zoning Code.

“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 businesses, including warehouses and similar structures, as permitted by Article 21.6 of the Zoning Code.

“Cannabis laboratories and research” means a laboratory, facility, or entity that offers or performs tests or testing of cannabis or cannabis products, as permitted by Article 21.6 of the Zoning Code, including accredited testing laboratories licensed by the state and involved in commercial cannabis activity in the state, and 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.

“City Manager” means the City Manager and his or her designee.

“Cannabis manufacturing” means the compounding, blending, extracting, infusing, or otherwise making or preparing a cannabis product, as permitted by Article 21.6 of the Zoning Code, expressly including the production, preparation, propagation, processing, or compounding of cannabis or cannabis products directly or indirectly, including through extraction and/or chemical synthesis methods.

“Cannabis retailer” means a premises permanently located in the City licensed by the state of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code section 26000 et seq., as may be amended, where cannabis is provided for retail sale to consumers, including an establishment that delivers cannabis as part of a retail sale, as permitted by Article 21.6 of the Zoning Code.

“Community Development Director” means the Community Development Director and his or her designee.

“Conditional use permit” means any conditional use permit issued by the city pursuant to the Zoning Code related to the operation of a commercial cannabis business.

“Interested parties” means any of the following:

- (1) Any individual that has an aggregate ownership interest, other than a security interest, lien, or encumbrance, of twenty percent (20%) or more in the commercial cannabis business;
- (2) Partners, officers, directors, and stockholders of every corporation, limited liability company, or general or limited partnership that owns at least twenty percent (20%) of the cannabis business or that is one of the partners in the cannabis business;
- (3) The manager(s) of the cannabis business; and
- (4) The staff of the cannabis business.

“Juvenile” means any natural person who is under the age of 21 years.

“Manager” means a person with responsibility for the establishment, registration, supervision, or oversight of the operation of a cannabis business, including but not limited to, a person who performs the functions of a board member, director, officer, owner, operating officer, or manager of the cannabis business.

“Medical cannabis” means cannabis used for medical purposes in accordance with the Compassionate Use Act (California Health and Safety Code section 11362.5 et seq.) and the Medical Cannabis Program Act (California Health and Safety Code sections 11362.7 et seq.), as they may be amended from time to time.

“Physician” means a licensed medical doctor as defined in California Business and Professions Code section 4039.

“Police Chief” shall mean the City of Woodland Chief of Police and his or her designee.

“Primary caregiver” shall have the same definition as set forth in California Health and Safety Code section 11362.7, as may be amended.

“Private medical records” means records related to the medical history of a qualified patient and includes the recommendation of a physician for the medical use of medical cannabis and the designation of a primary caregiver by a qualified patient.

“Qualified patient” shall have the same definition as set forth in California Health and Safety Code section 11362.7, as may be amended.

“Staff” means a person other than a manager who works or provides services on the site of a cannabis business, whether as an employee, contractor, or volunteer.

13A-1-03 All state and local licenses required.

- (a) No cannabis business shall operate unless it is in possession of all applicable state and local licenses or permits.
- (b) If any applicable state or local license or permit required for a cannabis business’s operation is denied, suspended, modified, revoked, or expired, the cannabis business shall notify the Community Development Director in writing within 10 days.

13A-1-04 Payment of taxes.

In addition to any fees established and imposed pursuant to this chapter, all cannabis businesses are required to pay all applicable taxes, including any applicable business license tax imposed by the Woodland Municipal Code.

13A-1-05 Cannabis transfer between permitted businesses only.

A cannabis business shall not transfer cannabis or cannabis products to or from another cannabis business, unless both businesses are in possession of all required state and local licenses and permits.

13A-1-06 Permits not transferable.

Cannabis business permits issued pursuant to this chapter are not property and have no value. Cannabis business permits may not be transferred, sold, assigned or bequeathed expressly or by operation by law. Any attempt to directly or indirectly transfer a cannabis business permit shall be unlawful and void, and shall automatically revoke the permit.

13A-1-07 Service of notices.

All notices required by this chapter shall be deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed to the applicant or cannabis business at the mailing address identified in its application, the last updated address on file with the Community Development Director, or the mailing address on the appeal form; or the date upon which personal service of the notice is provided to the applicant or a manager identified on the application or appeal form.

13A-1-08 Inspection authority.

- a) The Police Chief may enter and inspect the site of a cannabis business at any reasonable time to ensure compliance and enforcement of the provisions of this chapter.
- b) No person shall refuse, impede, obstruct, or interfere with a lawful inspection performed pursuant to this chapter.

13A-1-09 Violations.

- a) Any person who violates the provisions of this chapter shall be subject to a fine of up to \$1,000 for each day the violation continues.
- b) Violations of this chapter are hereby declared to be public nuisances. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to civil action and administrative penalties pursuant to Chapter 14A of this code.
- c) All remedies prescribed under this chapter shall be cumulative and the election of one or more remedies shall not bar the city from the pursuit of any other available remedy for the purpose of enforcing the provisions hereof.

13A-1-10 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, that decision shall not affect the validity or effectiveness of the remaining portions of this chapter. 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 or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

ARTICLE II NOTICE AND APPEAL PROCESS FOR CANNABIS BUSINESS PERMITS

13A-2-01 Appeals.

- a) Any applicant or permittee aggrieved by a decision of the Community Development Director in denying, suspending, modifying or revoking a permit, or imposing conditions on the issuance of a permit or permit renewal, may appeal the decision to the City Manager in accordance with the procedures set forth in this article.
- b) Any applicant or permittee who desires to appeal a decision of the Community Development Director, may appeal the decision by submitting a written appeal to the City Manager within ten calendar days from the date of service of the notice of denial, suspension, modification, revocation, or conditioned approval or renewal. The written appeal shall contain:
 - 1) A brief statement in ordinary and concise language of the specific decision or condition protested, together with any material facts claimed to support the contentions of the appellant;
 - 2) A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested action should be reversed or otherwise set aside;
 - 3) The signatures of all parties named as appellants and their official mailing addresses; and
 - 4) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- c) Upon receipt of a timely filed appeal, the City Manager may hire or appoint a hearing officer or may serve as the hearing officer.
- d) Upon receipt of any appeal filed pursuant to this section, the hearing officer shall calendar it for hearing within fifteen calendar days.
- e) Written notice of the time and place of the hearing shall be given at least seven calendar days prior to the date of the hearing to each named appellant either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address(es) shown on the appeal.

- f) Failure of any person to timely file an appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and decision, or any portion thereof.
- g) Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.
- h) In the case of a suspension, modification, or revocation of a permit or permit renewal, the permittee may continue to conduct the cannabis business during the pendency of any appeal.

13A-2-02 Hearings - Generally.

- a) At the time set for hearing, the hearing officer shall proceed to hear the testimony of the Community Development Director, the appellant, and other competent persons, including members of the public, respecting those matters or issues specifically raised by the appellant in the notice of appeal.
- b) The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.
- c) The hearing officer may, upon request of the appellant or upon request of the city, grant continuances from time to time for good cause shown, or upon his or her own motion.
- d) In any proceedings under this chapter, the hearing officer has the power to administer oaths and affirmations and to certify to official acts.

13A-2-03 Conduct of hearing.

- a) Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- b) Oral evidence shall be taken only upon oath or affirmation.
- c) Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.
- d) The hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- e) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration.

- f) Each party shall have these rights, among others:
 - 1) To call and examine witnesses on any matter relevant to the issues of the hearing;
 - 2) To introduce documentary and physical evidence;
 - 3) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
 - 4) To impeach any witness regardless of which party first called the witness to testify;
 - 5) To rebut the evidence presented against the party; and
 - 6) To represent him, her, or itself or to be represented by anyone of his, her, or its choice who is lawfully permitted to do so.
- g) In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact that may be judicially noticed by the courts of this state or that may appear in any of the official records of the city or any of its departments.

13A-2-04 Form, contents, finality of decision.

- a) If it is shown, by a preponderance of the evidence, that one or more bases exist to deny, suspend, modify, or revoke the permit, the hearing officer shall affirm the Community Development Director's decision to deny, suspend, modify, revoke or condition the permit.
- b) Following the hearing and after reviewing the testimony and evidence presented at the hearing, the City Manager shall issue a decision, or if the City Manager appointed a hearing officer, the hearing officer shall issue a recommendation to the City Manager, regarding the propriety of the Community Development Director's determination. The decision or recommendation shall be in writing and shall contain findings of fact and a determination of the issues presented. The City Manager shall accept, amend and accept, or reject a hearing officer's recommendation.
- c) The City Manager's determination of the appeal shall be final.
- d) The final decision shall inform the appellant that the decision is a final decision and that the time for judicial review is governed by California Code of Civil Procedure Section 1094.6. Copies of the decision shall be delivered to the appellant personally or sent by certified mail to the address shown on the appeal within ten business days following the conclusion of the hearing.
- e) The decision shall be final when signed by the City Manager and served as provided in this section.

ARTICLE III ISSUANCE OF CANNABIS BUSINESS PERMITS

13A-3-01 Applicability and Scope.

This article applies to every cannabis business permitted by Article 21.6 of the Zoning Code.

13A-3-02 Cannabis business permit required.

No person shall operate a cannabis business without obtaining a valid cannabis business permit issued pursuant to this article.

13A-3-03 Cannabis business permit program fee.

The cannabis business permit program fee is hereby established and imposed. The city council shall establish by resolution the amount of the cannabis business permit program fee applicable to each respective cannabis business permitted by this chapter, and any related penalties.

13A-3-04 Applications for cannabis business permit.

- (a) A person may apply for a cannabis business permit, or a permit renewal, by filing an application with the Community Development Director. The application shall be on a form approved by the Community Development Director and may require any information or documentation consistent with the provisions of this code and state law, including the following:
 - (1) Applicant.
 - (A) A description of the statutory entity or business form that will serve as the legal structure for the applicant and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, statement of information, articles of association, and fictitious business name statement.
 - (B) The phone number and address to which notice of action on the application and correspondence is to be mailed.
 - (2) Interested parties.
 - (A) The name, address, telephone number, title, and function of each of the interested parties in the cannabis business.
 - (B) For each of the interested parties identified pursuant to subsection (2)(A):
 - i. A legible copy of one valid government-issued form of photo identification, such as a state driver's license, a passport issued by the United States, or a permanent resident card.

- ii. A list of his or her misdemeanor and felony convictions, if any. For each conviction, the list must set forth the date of arrest, the offense charged, the offense convicted, the jurisdiction of the court, and whether the conviction was by verdict, plea of guilty, or plea of nolo contendere.
- iii. Consent to fingerprinting and a criminal background investigation.

(3) Cannabis business site.

- (A) Description. A general description of the proposed cannabis business site, including the street address, parcel number, total square footage of the site, and the characteristics of the surrounding area.
- (B) Floor plan. A scaled floor plan for each level of each building that makes up the business site, including the entrances, exits, walls, and cultivation, manufacturing, laboratory and research, distribution and retail storage areas, as applicable. The floor plan must be professionally prepared by a licensed civil engineer or architect.
- (C) Site plan. A scaled site plan of the business site, including all buildings, structures, driveways, parking lots, landscape areas, and boundaries. The site plan must be professionally prepared by a licensed civil engineer or architect.
- (D) Compliance with the Zoning Code. A copy of a valid conditional use permit approved by the city for the proposed location, as may be applicable.
- (E) Statement of owner's consent. Written consent of the owner or landlord of the proposed site to operate a cannabis business, specifying the street address and parcel number.

(4) Security.

- (A) Security plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the business site. The security plan must be prepared by a qualified professional.
- (B) Lighting plan. A lighting plan showing existing and proposed exterior and interior lights that will provide adequate security lighting for the use.

(5) Odor control. A detailed ventilation plan describing the air treatment system, or other methods that will be implemented to prevent offensive odors generated from the manufacturing, testing and/or storage of cannabis from being detected outside the buildings on the site.

(6) Business operations.

- (A) Business plan. A plan describing how the cannabis business will operate in accordance with this code, state law, and other applicable regulations. The business plan must include plans for hours of operation, handling cash, and transporting cannabis and cannabis products to and from the business site, as may be applicable.
 - (B) Community relations plan. A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted. The community relations plan must include a description of the community benefit the business will provide, or proposes to provide, to the surrounding community.
 - (C) State licenses. Copies of the applicant's state licenses relating to cannabis, as required by state law. If the applicant applies for a cannabis business permit prior to the state issuing the appropriate licenses, the applicant shall specify which state license(s) will be obtained once the state begins issuing licenses.
 - (D) Tax compliance. A current copy of the applicant's city business license tax certificate, state sales tax seller's permit, and the applicant's most recent year's financial statement and tax returns, as may be applicable.
 - (E) Insurance. The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis manufacturing business.
 - (F) Budget. A copy of the applicant's most recent annual budget for operations.
 - (G) Price list. A list of the most recent prices for all products and services provided by the applicant, as may be applicable.
- (7) City authorization. Authorization and consent for the Community Development Director to seek verification of the information contained within the application.
 - (8) Applicant's certification. A statement dated and signed by the applicant, under penalty of perjury, that the applicant has personal knowledge of the information contained in the application, that the information contained therein is true and correct, and that the application has been completed under the applicant's supervision.
 - (9) Operating Agreement and Indemnification. The city and applicant shall enter into an operating agreement, in a form approved by the city attorney, whereby the applicant:
 - (A) Releases the city, and its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind

arising from: (i) any repeal or amendment of this chapter or any provision of the Zoning Code relating to the cannabis business, and (ii) any arrest or prosecution of the applicant or its managers, employees, or members for violation of state or federal laws; and

- (B) Defends, indemnifies, and holds harmless the city and its agents, officers, elected officials, and employees from and against any and all claims or actions: (i) brought by adjacent or nearby property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from operations at the manufacturing site, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of cannabis or cannabis products at the business site.
- (C) Agrees to abide by the requirements of this Code and any other operating terms and conditions as mutually agreed by the parties to ensure that the community benefits derived from the proposed cannabis business adequately address potential adverse impacts.

- (b) Every application for a cannabis business permit shall be accompanied by a nonrefundable cannabis business permit program fee.
- (c) No person shall knowingly make a false statement of fact or knowingly omit any information that is required in an application for a cannabis business permit.

13A-3-05 Application process.

The Community Development Director, in consultation with the City Manager and Police Chief, is authorized to establish procedures and guidelines to process cannabis business permit applications.

13A-3-06 Denial of a cannabis business permit.

- (a) The Community Development Director may deny a cannabis business permit if he or she determines that one or more of the following circumstances exist:
 - (1) The application received is incomplete, filed late, or not responsive to the requirements of this article;
 - (2) The application contains a false or misleading statement or omission of a material fact;
 - (3) The operation of the business site described in the application fails to comply with any of the requirements in this code, state law, or any other regulation;
 - (4) The applicant or any of its managers has any unpaid and overdue administrative penalties imposed for violations of this chapter;

- (5) Within 12 months of the date of application, either the applicant has had a state or local cannabis-related land use or business permit revoked; or any of its managers were associated with a cannabis business that had its cannabis-related permit(s) revoked; or
 - (6) Operation of the proposed cannabis business site, as represented in the application, is a threat to the public health, safety, or welfare.
- (b) The denial of a cannabis business permit is subject to and shall comply with Article II of this chapter.

13A-3-07 Terms of cannabis business permit.

- (a) A cannabis business permit issued pursuant to this article is valid for one year from the date that the permit is issued, unless suspended or revoked sooner.
- (b) A cannabis business permit is only valid for the operator of the cannabis business(es) identified on the cannabis business permit for that particular cannabis business site. In the event of multiple operators located on a single cannabis business site, each operator shall obtain and maintain a separate cannabis business permit to operate the operator's cannabis business(es).
- (c) A cannabis business permittee shall not allow cannabis or cannabis products on the business site to be visible from the public right of way, the unsecured areas surrounding the building(s) on the site, or the site's main entrance and lobby.
- (d) The permittee shall notify the Community Development Director of any change in the information provided on the application to obtain the cannabis business permit within 30 days of the change.
- (e) Conditions placed on the conditional use permit issued under the Zoning Code are also conditions of the cannabis business permit. Any violation of the conditions of the conditional use permit is grounds for suspending or revoking the cannabis business permit.
- (f) The Community Development Director may impose additional conditions on the cannabis business permit, including the maximum amount of cannabis and cannabis products allowed on the site, number and types of equipment allowed, and security features.

13A-3-08 Renewal.

- (a) A permittee may apply for a cannabis business permit renewal by submitting to the Community Development Director at least thirty calendar days before the expiration of the permit, a renewal application and a non-refundable renewal fee in an amount set by resolution of the city council. Failure to timely submit a renewal application prior to

expiration of the permit shall result in permit expiration, and an application for a new permit shall be required pursuant to section 13A-3-04.

- (b) If a timely and complete application for renewal is filed, the permit's expiration shall be stayed until a decision on the renewal application is issued.
- (c) The Community Development Director shall either approve or deny the renewal of a permit within thirty calendar days of receipt of the complete application. The Community Development Director may extend the time for consideration of the application for up to an additional thirty calendar days upon written notice to the applicant. The failure of the Community Development Director to timely act shall constitute approval of the renewal of the permit.
- (d) The Community Development Director shall approve the renewal of a permit if he or she finds that the circumstances existing during the term of the permit and during the review period of the application for renewal are consistent with all of the findings required for approval of a new permit specified in section 13A-3-04, and that no permittee or interested party of the cannabis business has committed, permitted, or failed to prevent violations of the municipal code, or any license or permit condition, during the preceding permit term.
- (e) Notwithstanding an approval for a permit renewal, the Police Chief may add, delete or modify the permit conditions using the criteria set forth in section 13A-3-07.
- (f) A permit renewed pursuant to this section may be extended for up to two additional years.
- (g) The renewal application shall be on a form approved by the Community Development Director. The Community Development Director, in consultation with the City Manager and Police Chief, is authorized to establish procedures and guidelines to process cannabis business permit renewal applications.

13A-3-09 Suspending, modifying, or revoking a permit.

- (a) The Community Development Director may suspend, modify, or revoke a cannabis business permit issued pursuant to the provisions of this article for any of the following reasons:
 - (1) One or more of the circumstances upon which a cannabis business permit could be denied, as described in section 13A-3-06, exists or has occurred;
 - (2) One or more conditions of the cannabis business permit has been violated; or
 - (3) The permittee, its managers or interested parties have violated any provision of this chapter.
- (b) The suspension, modification, or revocation of a cannabis business permit shall comply with Article II of this chapter.

13A-3-10 Emergency contact manager.

A cannabis business permittee shall provide the Community Development Director with the current name and primary and secondary telephone numbers of at least one 24-hour on-call manager to address and resolve complaints and to respond to emergency operating problems or concerns associated with the cannabis business.

ARTICLE IV OPERATING REQUIREMENTS

13A-4-01 Cannabis business site buildings.

A cannabis business site shall comply with the following requirements:

- (a) Entrances. All entrances into the buildings on the business site shall be locked at all times with entry controlled by the cannabis business permittee's managers and staff.
- (b) Main entrance and lobby. The business site shall have a building with a main entrance that is clearly visible from the public street or sidewalk. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed in the cultivation, manufacturing, testing, distribution and/or retail storage areas.
- (c) All cultivation, manufacturing, testing, distribution and/or retail storage areas in any building on the business site shall be separated from the main entrance and lobby, and shall be secured by a lock accessible only to managers and staff of the cannabis business permittee.
- (d) Transport area. Each building shall have an area designed for the secure transfer of cannabis from a vehicle to the secured business area(s), as applicable.
- (e) Storage area. Each building that will be used for storing cannabis or cannabis products shall have adequate storage space separated from the main entrance and lobby, and shall be secured by a lock accessible only to managers and staff of the cannabis manufacturing permittee.

13A-4-02 Cannabis business site security.

A cannabis business site shall comply with the following security requirements:

- (a) A cannabis business permittee shall comply with the security plan that is approved by Community Development Director, which plan may include building specifications, lighting, alarms, and state-licensed security personnel.
- (b) Each security plan approved by the Community Development Director must include the following:

- (1) Security surveillance cameras. Security surveillance cameras and a video recording system must be installed to monitor all doors into the buildings on the manufacturing site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights of way. The cameras and recording system must be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the manufacturing site. The recording system must be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive.
- (2) Security video recording and retention. Video from the security surveillance cameras must be recording at all times (24 hours a day, seven days a week) and the recording shall be maintained for at least 30 days. The video recordings shall be made available to the city upon request.
- (3) Alarm system. Professionally and centrally-monitored fire, robbery, and burglar alarm systems must be installed and maintained in good working condition. The alarm system must include a private security company that is required to respond to every alarm.
- (4) A permittee shall report to the city police department all criminal activity occurring on the business site.

13A-4-03 Display of cannabis business permit.

The cannabis business permittee shall display its current valid cannabis business permit issued in accordance with this article inside the lobby or waiting area of the main entrance to the business. The permit shall be displayed at all times in a conspicuous place so that it may be readily seen by all persons entering the business site.

13A-4-04 Signs.

- (a) A cannabis business permittee shall post in the lobby of the business site signs that state the following:
 - (1) “This site is not open to the public.”
 - (2) “Onsite retail sales of any goods and services is prohibited.”
 - (3) “Juveniles are prohibited from entering this site.”
 - (4) “Smoking, ingesting, or consuming cannabis on this site is prohibited.”
- (b) Each sign described in subsection (a) must be at least 8 inches by 10 inches in size and must be displayed at all times in a conspicuous place so that it may be readily seen by all persons entering the business site.

13A-4-05 Site restricted.

- (a) No cannabis business permittee shall open his or her cannabis business site to the general public.
- (b) No cannabis business permittee shall allow anyone on the cannabis business site, except for managers, staff, and other persons with a bona fide business or regulatory purpose for being there, such as city officials, contractors, inspectors, and cannabis transporters.
- (c) A manager must be on the cannabis business site at all times that any other person, except for security guards, is on the site.
- (d) Any person other than managers or staff who are on the cannabis business site must sign in, wear a visitor badge, and be escorted on the site by a manager at all times.

13A-4-06 Juveniles prohibited.

- (a) No juvenile shall be on the cannabis business site or operate a cannabis business in any capacity, including, but not limited to, as a manager, staff, employee, contractor, or volunteer.
- (b) No permittee shall allow any violation of subsection (a).

13A-4-07 Cannabis consumption prohibited.

No person, including managers, employees and visitors, shall smoke, ingest, or otherwise consume cannabis in any form on or within the cannabis business site.

13A-4-08 Alcohol prohibited.

No person shall possess, consume, or store any alcoholic beverage on the cannabis business site.

13A-4-09 Maintenance of records.

- (a) A cannabis business shall maintain the following records in printed format for at least three years on the business site and shall produce them to the city within 24 hours after receipt of the city's request:
 - (1) The name, address, and telephone numbers of the owner and landlord of the property.
 - (2) The name, date of birth, address, and telephone number of each manager and staff of the cannabis business; the date each was hired; and the nature of each manager's and staff's participation in the cannabis business.
 - (3) A written accounting of all income and expenditures of the cannabis business, including, but not limited to, cash and in-kind transactions.
 - (4) A copy of the cannabis business's commercial general liability insurance policy and all other insurance policies related to the operation of the business.

- (5) A copy of the cannabis business's most recent year's financial statement and tax return.
 - (6) An inventory record documenting the dates and amounts of cannabis and cannabis products received at the business site, the daily amounts of cannabis and cannabis products stored on the site, and the daily amounts of cannabis and cannabis products transported from the site.
- (b) A cannabis business shall report any loss, damage, or destruction of these records to the City Manager within 24 hours of the loss, damage, or destruction.

13A-4-10 Site management.

- (a) The cannabis business permittee shall prevent and eliminate conditions on the cannabis business site that constitute a nuisance.
- (b) The permittee shall properly store and dispose of all waste generated on the cannabis business site, including chemical and organic waste, in accordance with all applicable laws and regulations.

13A-4-11 Cannabis delivery services originating outside of the city.

- (a) For purposes of this section, "cannabis delivery service" means a cannabis business located outside of the city that delivers cannabis or cannabis products to a physical location in the city as part of a retail sale. This section does not apply to cannabis retailers physically located in the city.
- (b) No person shall perform a cannabis delivery service in the city without first obtaining a valid business license issued by the city, and a cannabis delivery permit issued pursuant to this section. The city council shall establish by resolution the amount of the cannabis delivery permit fee.
- (c) An application for a cannabis delivery permit shall be submitted to the Community Development Director, on a form approved by the Community Development Director. The application shall contain the following minimum information:
 - (1) A description of the statutory entity or business form that serves as the legal structure for the cannabis delivery service and a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, statement of information, articles of association, and fictitious business name statement.
 - (2) The phone number and address to which notice of action on the application and correspondence is to be mailed.
 - (3) The name, address, telephone number, title, and function of each of the cannabis delivery service's owners and managers.

- (4) The name, address, telephone number, and title of each of the employees that are authorized to perform deliveries from the cannabis business. For each employee authorized to perform deliveries, proof of valid driver's license and current employment by the business is required.
- (5) A general description of the retail cannabis business site, including the street address, parcel number, and hours of operation, from which the cannabis delivery service operates. The business description should indicate whether the business intends to sell medical or adult-use cannabis.
- (6) Copies of the applicant's state license(s) relating to cannabis, as required by state law. If the applicant applies for a cannabis delivery permit prior to the state issuing the appropriate licenses, the applicant shall specify which state license(s) will be obtained once the state begins issuing licenses.
- (7) The cannabis business's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis retail business and deliveries.
- (8) Applicant's certification. A statement dated and signed by the applicant, under penalty of perjury, that the applicant has personal knowledge of the information contained in the application, that the information contained therein is true and correct, and that the application has been completed under the applicant's supervision
- (9) Indemnification. An agreement, on a form approved by the city attorney, whereby the applicant:
 - i. Releases the city, and its agents, officers, elected officials, and employees from any and all claims, injuries, damages, or liabilities of any kind arising from: (i) any repeal or amendment of this chapter, and (ii) any arrest or prosecution of the applicant or its managers, employees, or members for violation of state or federal laws; and
 - ii. Defends, indemnifies, and holds harmless the city and its agents, officers, elected officials, and employees from and against any and all claims or actions: (i) brought by city property owners or any other parties for any damages, injuries, or other liabilities of any kind arising from the business delivery operations, and (ii) brought by any party for any problems, injuries, damages, or other liabilities of any kind arising out of the distribution of cannabis or cannabis products from the business site in the city.
- (10) Every application for a cannabis delivery permit shall be accompanied by a nonrefundable cannabis delivery permit fee.
- (11) No person shall knowingly make a false statement of fact or knowingly omit any information that is required in an application for a cannabis delivery permit.

- (d) A cannabis delivery permit shall be valid for a term of one year from the date that the permit is issued, unless suspended or revoked sooner. A permittee may apply for a cannabis delivery permit renewal at least thirty days before the expiration of the permit on a form approved by the Community Development Director.
- (e) A cannabis delivery permit may be denied, revoked, or suspended if one or more of the following circumstances exist:
- (1) The application received is incomplete or not responsive to the requirements of this section;
 - (2) The application contains a false or misleading statement or omission of a material fact;
 - (3) The operation of the delivery service described in the application fails to comply with any of the requirements in this code, state law, or any other regulation; or
 - (4) The applicant or any of its managers has any unpaid and overdue administrative penalties imposed for violations of this chapter.
- (f) Denial, suspension, and revocation of a cannabis delivery permit is subject to the appeal procedures set forth in Article II of this chapter.
- (g) Deliveries of cannabis and cannabis products within the city shall comply with the following requirements:
- (1) The delivery services shall be conducted by employees of the retail cannabis business who are at least 21 years old. The retail cannabis business shall not use the services of an independent contractor or courier service to deliver cannabis for retail sale.
 - (2) Every employee of the retail cannabis business engaging in delivery services shall maintain on his or her person a physical copy of the following when conducting a delivery:
 - i. The business's current valid retail cannabis business permit;
 - ii. Valid driver's license;
 - iii. Employer-provided badge containing the name and photo of the employee; and
 - iv. Each customer's delivery request. The delivery request must identify the retail cannabis business, the customer's name and address, and the product(s) being delivered.
 - (3) Cannabis may only be delivered in-person to the customer that made the delivery request, and shall not be left unattended or delivered to any other person. The

delivery-employee shall verify the customer's age, identity, delivery request, and, if applicable, valid physician's recommendation prior to completing the delivery.

- (4) Cannabis may not be delivered to an address located on publicly-owned land or any address on land or in a building leased by a public agency.
- (5) All deliveries shall be conducted in an enclosed motor vehicle or other acceptable delivery method in compliance with state law, operated by the delivery employee or another delivery employee of the retail cannabis business.
- (6) Cannabis and cannabis products shall not be left unattended in a vehicle, except for brief periods as necessary to deliver cannabis to a customer. If cannabis and cannabis products are left unattended in a vehicle, the vehicle must remain locked and must be equipped with an active vehicle alarm system.
- (7) For purposes of this section, a delivery begins when an employee leaves the retail cannabis business premises with cannabis intended for delivery, and ends when the delivery employee returns to the retail cannabis business premises. When conducting deliveries, the employee shall only travel from the business premises to a delivery address, from one delivery address to another delivery address, or from a delivery address back to the business premises.
- (8) The Community Development Director is authorized to establish permitted and preferred delivery routes applicable to retail cannabis businesses.
- (9) These regulations are intended to be the minimum requirements imposed by law, and shall not be construed to conflict with state law. Where State law provides more restrictive requirements for cannabis deliveries, State law controls.
- (10) A cannabis delivery service is prohibited from conducting cash transactions at the time of delivery in the City.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 13.
SUBJECT: Adopt City of Woodland's Revised Emergency Operations Plan and Approve Letter of Promulgation

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, approving the City of Woodland's Emergency Operations Plan revising and authorizing the Mayor to sign the Letter of Promulgation stating the Council's support for the Plan.

Staff Contact:

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

Fiscal Impact:

Funding for this project was part of a General Fund one-time appropriation in the FY17/18 Adopted Budget allocated for the hiring of an Emergency Preparedness and Disaster Planning Consultant.

Background:

The City of Woodland's Emergency Operations Plan identifies the City's emergency planning, organization, and response policies and procedures. The plan also addresses the integration and coordination with other governmental agencies, special districts and non-governmental organizations involved in emergency preparedness, management and response operations. By its nature, an Emergency Operations Plan is a living document. It is acknowledged that processes, guidance and protocols change and so too must this document. The City's Office of Emergency Services, within the Fire Department, is responsible for reviewing the entire plan on an annual basis and coordinating the revision of the plan as required. The last revision to this plan and adoption by resolution was in September 2010. A complete review of the program and revision was initiated to update the plan and the City's preparedness.

Discussion:

The updated Emergency Operations Plan being presented for adoption is an essential document for emergency management and the City of Woodland. The plan provides a framework for response and emergency management systems, defines roles and responsibilities of the City's emergency response organization and provides triggers for implementation of this plan during disasters, all of which, along with training and exercises, prepare the emergency organization to respond effectively when Woodland is impacted by a disaster. This resolution is required to maintain compliance with the State's Standardized Emergency Management System (SEMS) and the Federal Government's National Incident Management System (NIMS) program elements enabling eligibility for State and Federal disaster assistance. This plan also fulfills federal and state planning requirements for continued Homeland Security Grant eligibility.

For the 2017 Emergency Operations Plan revision, the most notable amendments were reformatting to comply with the Federal Emergency Management Agency's (FEMA) Comprehensive Preparedness Guide (CPG) 101, Developing and Maintaining Emergency Operations Plans and the elimination of the emergency management responsibilities from the Public Safety Department back to the Fire Department.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the City of Woodland's Emergency Operations Plan revising and authorizing the Mayor to sign the Letter of Promulgation stating the Council's support for the Plan.

Prepared By: Jeran Ulrich, Management Analyst

Reviewed By: Rebecca Ramirez, Fire Chief



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
City of Woodland EOC Support Annex (Revised 11/2017)	11/28/2017	Backup Material
City of Woodland Emergency Operations Plan (Revised 11/2017)	11/28/2017	Backup Material
Resolution	12/1/2017	Resolution



A Support Annex to the City of Woodland
Emergency Operations Plan (EOP) and
the Emergency Support Functions (ESF)
5& 7

City of Woodland EOC Support Annex

Version 0.3

Revised: November 2017

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INTRODUCTION

City of Woodland Municipal Code, Chapter 8, establishes an emergency management organization (EMO) whose principal tasks are to (1) develop an emergency plan, (2) establish responsibilities for emergency response and emergency management, and (3) authorize designated City officials, by job title, to proclaim a local emergency seeking resource and financial aid under terms of the California Disaster Assistance Act (CDAA). In cases of an immediately pending threat to public safety or an actual emergency, City of Woodland executes the responsibilities outlined in emergency plans to quickly and efficiently reduce, or "mitigate" that threat. Actions almost always include the deployment of first responder agencies, and activation of the EMO for conduct of *emergency management* activities. The EMO may assemble for work in the Emergency Operations Center and coordinate City resource support (both incoming and outgoing) to those first responding agencies in the field, and to the affected population. All available local, state and federal resources will be committed, as necessary, to protect lives, property and the environment. This annex outlines the response of the EMO and operation of the EOC during an emergency or disaster response as well as the support provided to that response by the City.

HOW TO USE THIS ANNEX

This Annex should be used in conjunction with the City EOP. It is intended as an operational tool which provides clarity to enhance the City EOP.

RELATIONSHIP TO HAZARD-SPECIFIC ANNEXES

The EOC Annex provides the overall structure from which the City will operate during a disaster and provides the information needed to carry out the tasks associated with the EOC and its many functions. While the Annex, provides many of the tools, templates, and forms required to run an EOC, more detailed information can be found in the Hazard-Specific Annexes to the City EOP. These Annexes contain unique and regulatory response planning details applying to specific hazards. The information contained in this Annex and in the Hazard-Specific Annexes is meant to be complementary and, when used together, provide a complete tool to be used in an EOC activation.

DISCLOSURE EXEMPTIONS

Legislation enacting the California Public Records Act (CPRA) was signed in 1968 with the fundamental precept that governmental records shall be disclosed to the public, upon request, unless there is a specific reason not to do so.

There are two recurring interests justifying most of the exemptions from disclosure. First, several CPRA exemptions are based on recognition of the individual's right to privacy (e.g., privacy in certain personnel, medical or similar records). Second, a number of disclosure exemptions are based on the government's need to perform its assigned functions in a reasonably efficient manner (e.g., maintaining confidentiality of investigative records, official information, records related to pending litigation, and preliminary notes or memoranda).

More information can be found at http://ag.ca.gov/publications/summary_public_records_act.pdf.

CITY OF WOODLAND EMERGENCY MANAGEMENT ORGANIZATION (EMO)

CITY OF WOODLAND STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) ORGANIZATION

Incident Command in the field coordinates its own logistical support at the Incident Command Post, requesting support through discipline specific mutual aid channels. Support is only requested through the Emergency Operations Center (EOC) when the mutual aid channels do not have the type or numbers of resources needed. The City of Woodland Emergency Management Organization supports its own city-level operations, such as setting up a staging area for city resources and coordinates its own logistical support.

Consistent with Standardized Emergency Management System (SEMS), the City's Emergency Management Organization develops in a modular fashion, based upon the type and size of the incident:

- The Emergency Management Organization builds from the top down.
- As the need arises, the five separate SEMS functions can be activated, each with several sub-units that may be established as needed.
- The specific organizational structure established for any given incident, i.e., which positions need to be filled in the Emergency Management Organization to "work the incident" is based on the management and resource needs of the incident as determined by the EOC.

The Emergency Management Organization comprises personnel from city departments and allied agencies. It is organized around the five functions (Management, Operations, Planning/Intelligence, Logistics, and Finance/Administration) of both the SEMS and the National Incident Management System (NIMS). City personnel staff the Emergency Management Organization as it is portrayed in the chart at [Figure 1 – City of Woodland EOC Organization](#).

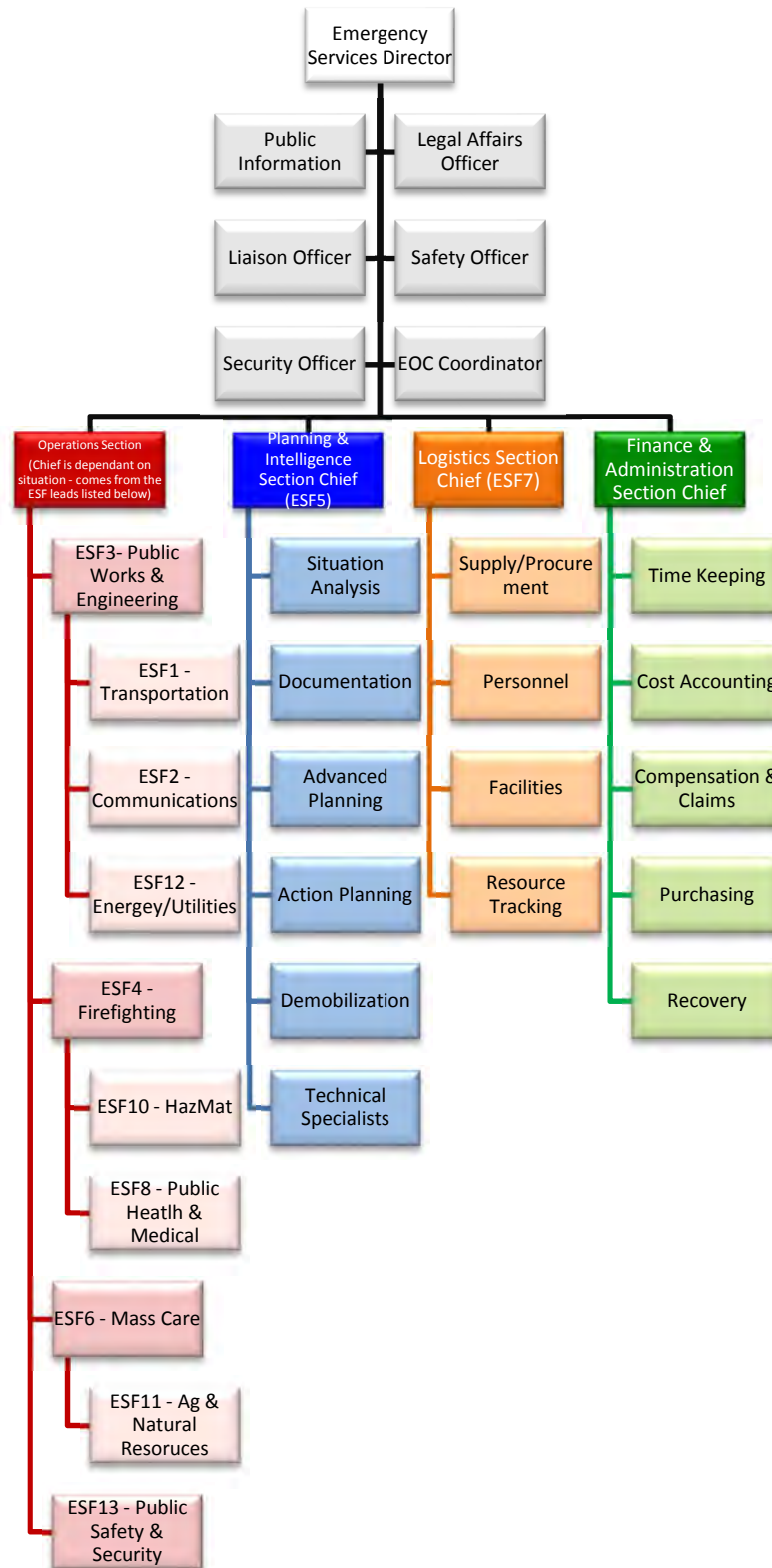


Figure 1 – City of Woodland EOC Organization

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CONCEPT OF OPERATIONS

During a disaster or emergency, the City of Woodland EMO supports field response operations within the incorporated areas of the City. The EMO operates using the Standardized Emergency Management System (SEMS) functions, principles, and components. It will use the action planning process to identify and implement specific objectives for each operational period.

EMO PURPOSE

In normal times, City departments and agencies conduct routine, day-to-day operations. When a major emergency or disaster strikes, the EOC is the location from which centralized emergency management will be performed by the EMO. It facilitates a coordinated response by all the departments and agencies that are assigned emergency management responsibilities. The level of staffing of the EMO will vary according to the needs of the emergency, this can also include a virtual EOC activation in which the functions are coordinated remotely. Departments with critical response functions may activate their own Department Operation Centers (DOCs). The Public Works department operates a DOC, which act as a conduit of information between Department support operations and the Department representative in the EMO. The DOC is the location from which individual departments coordinate and control their own resources and response actions specific to that department. The DOC must still work in concert with the EMO as the “single ordering point” and maintain their specific roles and responsibilities established in the general control objectives.

The EOC provides a central location for information collection and decision-making, and allows for face-to-face coordination among decision makers. The following emergency management functions are performed in the City EOC:

- Managing and coordinating City support of field operations
- Receiving and disseminating warning information
- Developing emergency policies and procedures
- Collecting intelligence from and disseminating information to representatives of county, state and federal agencies
- Preparing intelligence/information summaries, situation reports, operational reports, and other reports as required
- Maintaining general and specific maps, information display boards, and other data pertaining to emergency operations
- Continuing analysis and evaluation of all data pertaining to the emergency situation
- Controlling and coordinating, within established policy, the operational and logistical support of departmental resources committed to the emergency and requesting resources from outside of the city

- Maintaining contact and coordination with support DOCs, other EOCs, and the Yolo Operational Area EOC
- Providing emergency information and instructions to the public, creating official releases to the news media and scheduling of press conferences as necessary

EOC FACILITY LOCATION

The Primary EOC is located at the following location:

**City of Woodland Police Department
1000 Lincoln Avenue
Woodland, CA 95695**

The Primary EOC offers the following facilities for use during major emergencies:

- Dedicated operating space
- Extensive telephone and information management capabilities
- Electronic display processing capabilities
- Radio communications capabilities
- Office support facilities
- Dedicated task work areas
- Auxiliary power generator capability
- Adequate parking for personnel
- Adequate restroom/kitchen facilities

The alternate City of Woodland Emergency Operations Center (EOC) is located at:

**City of Woodland Fire Department
Fire Station 3
1550 Springlake Court
Woodland, CA 95776**

EMO ACTIVATION POLICY

The City of Woodland has adopted the Cal OES criteria, shown in [*Figure 2 – SEMS EOC Activations Requirements*](#) that identifies the events/situations which may require the EMO to be activated in the EOC.

Shaded areas = not applicable to SEMS levels Situation identified in SEMS Regulations	SEMS LEVELS				
	Field Level	Local Government	Operational Area	Region	State
Emergency involving two or more emergency response agencies § 2407(a)(1)	Use ICS				
Local Emergency Proclaimed* §2407(a)(2)	Use ICS	Use SEMS			
Local Government EOC Activated §2407(a)(1)	Use ICS	Use SEMS			
Local Government activates EOC and requests Operational Area EOC activation §2407(a)(1)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
Two or more cities within an Operational Area proclaim a local emergency §2409 (f)(2)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
County and one or more cities proclaim a local emergency §2409 (f)(3)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
City, city and county, or county requests Governor's State of Emergency proclamation §2409 (f)(4)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
Governor proclaims a State of Emergency for county or two or more cities §2409 (f)(5)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
Operational Area requests resources from outside it boundaries** §2409 (f)(6)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
Operational Area receives resource requests from outside it boundaries**§2409 (f)(7)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
An Operational Area EOC is activated §2411 (a)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
A Regional EOC is activated §2413 (a)(1)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
Governor proclaims a State of Emergency §2413 (a)(2)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC
Governor proclaims and earthquake or volcanic prediction §2413 (a)(3)	Use ICS	Use SEMS	Activate OA EOC	Activate REOC	Activate SOC

Figure 2 – SEMS EOC Activation Requirements

§ Indicates sections in the California Code of Regulations (CCR) Title 19, Division 2, Chapter 1 (SEMS)

* The EOC is usually activated, but in some circumstances, a local emergency may be proclaimed without the need for EOC activation.

** Does not apply for requests for resources used in normal day-to-day operations which are obtained through existing mutual aid agreements providing for the exchange or furnishing of certain types of facilities and services as provided for under the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA).

This matrix highlights the flow of SEMS activation requirements. Activation of a City with a request of support from the Operational Area triggers the activation of an Operational Area EOC which triggers activation of the Regional EOC which, in turn, triggers activation of the State level EOC.

EOC COORDINATION WITH OTHER GOVERNMENT LEVELS AND THE PRIVATE SECTOR

Responsibility for emergency response is based on statutory authority. The emergency response is coordinated under the SEMS, which provides a flexible adaptable and expandable response organization to address all-hazards of varying magnitude and complexity.

- **Command and Control:** During response to minor or moderate events, the City of Woodland may manage the emergency with existing resources. The EOC may not be physically activated under this scenario, but could be activated virtually. Personnel that are part of a field level emergency response will utilize the Incident Command System to manage and direct on-scene operations.
- **Field/Emergency Operations Center Communications and Coordination:** The City of Woodland's EOC is activated to support field operations when an emergency requires additional resources, or when requested resources exceed that which is available from within the jurisdiction. Field Incident Command Posts and the City's EOC will establish communications with each other when the center is activated. The City EOC will communicate with the Yolo Operational Area Emergency Operations Center (EOC) when necessary.
- **Multi-agency Coordination:** Larger scale emergencies may involve more than one responsible jurisdiction and/or multiple agencies. Management personnel from the responsible jurisdictions form a Unified Command and/or a Multi-Agency Coordination Group. The provision is made for situation assessment, determining resource requirements, establishing a logistical system, and allocating resources. Various EOCs, dispatch centers and other essential facilities such as DOCs located in or adjacent to the affected area are activated at this time.

Coordination with Field Response Level

Communications and coordination must be established between the EOC and field responders who are responding within the city boundaries. This is accomplished through coordination with the Department Operations Centers (DOC), when activated, and as necessary through the EOC. If the DOC is not activated, the EOC Operations Section will coordinate directly with the field responders for their respective discipline.

Coordination with Yolo Operational Area and Member Jurisdictions

Direct communications and coordination will be established between Yolo County and any Operational Area member jurisdictions' activated EOC. Additionally, as time permits, communications will be established by the County with other member jurisdictions that have not activated their EOCs. Initially, communications will be established by any means available and with whoever is available, regardless of their functional EOC position. Ideally, communications and coordination amongst the cities and special district EOCs will occur along functional lines such as between the Planning/Intelligence Sections.

Coordination with other Cities and Special Districts

The emergency response role of cities and special districts is generally focused on restoring their normal services or functional area of responsibility. During disasters, cities and some types of special districts will be more extensively involved in the emergency response by directly coordinating, communicating, and assisting local governments (for instance utilizing school

districts for incidents involving shelters, school facilities, or the children.) If another city or special district does not send a representative to the EOC, then the Liaison Officer in the EOC will be responsible for establishing communications and coordination with the other city or special district, when applicable.

Coordination with State and Federal Field Response

There are some instances where a state or federal agency will have a field response. State agency field responses may result from a flood fight effort, oil spill, and hazardous materials accident on a highway or other hazard scenarios. Federal field response could result from the same scenarios or a military aircraft accident, and/or terrorism incidents. When a state agency or federal agency is involved in field operations, coordination may be established with the City EOC. State or federal agencies operating in the field may be found in any ICS section, branch, or unit, or part of a Unified Command. The agency's responsibilities in responding to the incident will determine their location in the organization. Per NIMS, any multi-agency response will require the formation of a Unified Command structure.

Coordination with Volunteers and the Private Sector

Within the City of Woodland, coordination of response activities with non-governmental organizations may occur. Privately-owned utilities, such as PG&E will frequently send representatives to activated EOCs to facilitate coordination of critical facility restoration. The City EOC will address volunteer requests from the general public by directing them to the Logistics Section, the Volunteer Coordinator in the EOC or to the OA for support, or the Emergency Volunteer Center (EVC) which may be managed by Hands On Superior California, if activated. Other private sector corporate interests may contact the EOC through the appropriate liaisons to express their interest in assisting in response and recovery operations.

EOC ACTIVATION RESPONSIBILITY

The Director of Emergency Services administers and directs the city Emergency Management Organization. During an emergency when the EMO is activated or there is the potential for activation, the Director of Emergency Services manages and directs all aspects of the city's response and recovery operations. The City of Woodland Police Department (OES) is responsible for the overall physical set-up, functionality and close-out of the EOC.

EOC ACTIVATION LEVELS

The City of Woodland EMO will be activated according to a graduated, three level system that designates specific staffing and tasks based on the approach or impact of an emergency or disaster. There are many activities that may be occurring prior to the actual activation such as pre-activity monitoring with the Yolo OA OES, coordination amongst local jurisdictions, and development of situational awareness briefings. The levels below can be activated virtually or in the actual EOC.

In addition to the following activation levels, the City of Woodland may find that activation of the EOC is not warranted, yet monitoring of a developing situation is critical. At that time, the **Fire Chief or designee** will be the liaison with local emergency operations during business and after

duty hours and will serve as the OES Coordinator. This individual will be identified to those agencies affected by the developing situation.

There are several activities that the OES Coordinator will complete in the monitoring phase of an incident or disaster such as:

- Coordination of City Departments,
- Information and analysis on overall situation (situation report),
- Resource needs or potential needs,
- Briefings to City Manager's Office/Yolo OA

The OES Coordinator will also be the point of contact for the City of Woodland during non-duty hours when a Level 1 Activation of the EOC has been initiated.

Level One EMO Activation: Level One is a minimum activation, this is usually done virtually and does not actually constitute a physical activation of the EOC. This level may be used for situations which initially only require a few people, e.g., a short duration earthquake warning; winter storm alerts; or public safety monitoring of a low risk, planned event. At a minimum, Level One staffing consists of the EOC Director in an enhanced readiness/monitoring posture, but may select other members of the EMO, such as someone from the Planning and Intelligence Section. Based on the threat or the incident, other coordinators, such as a Public Information Officer or Public Works representative may also be involved.

Level Two EMO Activation: Level Two activation is normally achieved as an increase from Level One or a decrease from Level Three. This activation level is used for emergencies or planned events that would require more than a minimum staff but would not call for a full activation of all organization elements, or less than full staffing. One person may fulfill more than one SEMS function. The EOC Director, in conjunction with the General Staff, will determine the required level of continued activation under Level Two, and demobilize functions or add additional staff to functions as necessary based upon event considerations. Under a Level Two activation, representatives to the EOC from other agencies or jurisdictions may be required.

Level Three EMO Activation: Level Three activation involves a complete and full activation with all organizational elements at full staffing. Level Three would normally be the initial activation during any major emergency such as a significant, damage inducing earthquake or widespread flooding.

If EOC activation is warranted, the first EMO staff member to arrive begins set-up procedures. The Director of Emergency Services or designee (Fire Chief) makes all decisions regarding the level and scope of operations. The scope and nature of the emergency, current conditions, and potential concerns dictate the level of EMO operations and staffing requirements.

SECURITY AND ACCESS CONTROL

Once the EMO has been activated and the EOC put into operation, only authorized personnel are permitted in the EOC. Access shall be granted to all personnel identified as EOC or EMO staff or city officials, as well as to other individuals having legitimate business in the EOC. EMO staff and visitors shall be issued identification for EOC access that distinguishes the bearer as a member of the EMO or as a visitor.

COMMUNICATIONS

Communications within the EOC are accomplished using the most expedient and appropriate means possible (usually in person or by phone). The EOC workstations have a telephone with all normal connectivity within the City. Radios may also be used for direct communications with field forces or outside agencies. Key decision-makers and certain EOC staff will be issued portable radios, as needed. Regardless of the medium used, pertinent points of all significant communications shall be recorded on the EOC unit/activity log.

EOC REPORTING

Information may be transmitted to staff and other key agencies using any one or more of the following means: situational reporting database, satellite data, radio, telephone, email, Internet or FAX. Regardless of the method of communication, all data should be verified for accuracy prior to transmission. If unconfirmed data must be transmitted, it should be clearly designated as unconfirmed.

Preliminary Reports	Preliminary Reports are used during the first two hours of an emergency to provide an initial picture of the scope and magnitude of the emergency.
Situation Reports	A Situation Report (SitRep) is a brief narrative of the emergency situation covering a set period of time and is submitted on a scheduled basis after the submission of any preliminary reports. At the beginning of an emergency, the EOC Director and the Planning Section staff determine the duration of time to be covered by a SitRep and they designate times for other personnel to submit information for inclusion in the SitRep.
Flash Reports	Flash Reports are used for transmitting critical, time-sensitive information outside Preliminary Reports or regularly scheduled SitReps. For example, a Flash Report would be used to report an impending dam failure or receipt of a Federal Declaration of a major disaster. Verbal Flash Reports often precede transmission of written reports.

Figure 3 – Report Definition Chart

DOCUMENTATION

Unit/activity logs are used to record significant events, communications and actions associated with an emergency for a given operational period (shift). Each EOC staff position is responsible for maintaining a unit/activity Log. Special emphasis must be made to document decision support discussions or information.

All copies of reports, SEMS forms, and logs are submitted to the Planning/Intelligence Section at the close of each operational period (or prior to EOC deactivation if operations do not require multiple shifts). This documentation is important for both the documentation of the disaster and the financial recovery process.

Status Boards

Status Boards are erasable boards or digital displays located around the EOC. The Status Boards provide decision-makers and EOC staff with essential information such as road closures, shelter location information, actions taken, river gauge levels etc.

EOC REPORTING SYSTEMS

The City of Woodland will use EOC forms to communicate with the OAEOC. The forms are located on the City's network, are available in hard copy in the EOC, located in a digital cloud service and are also located with the OA EOC.

GENERAL EOC BRIEFINGS

The purpose of briefings is to familiarize or update EOC staff on the current emergency situation. Briefings provide an opportunity for the Section Chiefs, the EOC Director and all EOC staff to exchange information on the incident, create and evaluate an Action Plan, and make any revisions deemed necessary to the response strategy and/or priorities. Regular briefings provide a forum away from the high level of activity in the EOC for ensuring that each of the five essential SEMS functions (Management, Operations, Planning, Logistics and Finance) are coordinated and that the EOC staff have the same information from which to base individual and collective actions and decisions.

Incoming Briefings	Purpose:
	• Section Chiefs are briefed by the EOC Director to obtain an overall perspective on the current situation • Section Chiefs provide a similar briefing to their respective Sections Incoming briefings may include: • Current situation assessment • Summary of significant actions taken or in process • Any limitations on available communications, personnel, equipment or resources • Weather update, if applicable • Initial incident objectives and priorities • Any directives on specific actions to be taken

Update Briefings	Management and General Staff Briefings	Purpose: • Receive updated information • Evaluate the effectiveness of the response strategy • Identify and solve problems • Revise objectives, response strategies and priorities as necessary During the briefing, the EOC Director asks each Section Chief for a thorough, but concise status report. Only information relevant to the entire EOC should be discussed in the group briefing. Function-specific issues and questions should be discussed one-on-one between the EOC Director and the involved Section Chief².
	Section Briefings	Purpose: • Section Chiefs provide their respective staffs with information from the Management & General Staff briefing • Situation status and response objectives, strategies and priorities are reviewed Section Briefings may include: • Responsibilities • Work shifts • Appropriate flow/sharing of information within and between Sections • Specified actions to be taken • Time of next briefing • Eating and sleeping arrangements, if necessary
Shift Change Briefing	Purpose: Shift change briefings are a component of the EOC Action Planning Process. At these briefings, the current AP is “handed off,” and a briefing on assignments which have been made for the next operational period are presented. Facilitated by the Planning Section Chief, this briefing is approved by the EOC Director and attended by the General staff as appropriate. Shift change briefings should include the following: • Current situation assessment • Current and potential problems • Review of the Action Plan • Weather forecast, if applicable • Time for next scheduled briefing	

² These briefings do not replace the Action Planning Sessions, which are required for each operational period. At the conclusion of each briefing, the time for the next briefing is set.

Deactivation Briefing	Purpose: Immediately following deactivation of the EOC, the EOC Director, with all EOC staff, conducts a deactivation briefing. • Advise all EOC staff of the specific contacts and/or referrals to be made for any incident-related questions or concerns that may arise • Ensure all documentation is gathered from participants • Gather initial feedback for the After Action Report
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Figure 4 – Briefing Definition Chart

EOC DEACTIVATION

Once the critical aspects of an emergency or disaster have been secured, EOC operations may begin to scale down as conditions warrant. The purpose of this procedure is to outline the process to be followed whenever it is determined that the EOC can be deactivated. The EOC Director, with input from the Section Chiefs, decides when and how to deactivate the EOC.

Deactivation Triggers

Once the emergency response phase has been terminated and system operations are stabilized, the EOC Director may determine that the EOC can be deactivated. Triggers for determining deactivation may include:

- Incident has deescalated to the point of local agency control
- *Response* has been terminated
- *Recovery* operations are underway
- No further City, OA, state, media or public information dissemination is needed

Procedure for Deactivation

The EOC Director will:

- Establish the time period for deactivation
- Advise EOC staff of the actions to be taken, including a timeline
- Identify EOC staff to be on-call if stand down is implemented
- Direct the liaison or other EOC staff to make notifications
- Direct all functional leads to complete any required or necessary documentation

Deactivation Notifications

All internal and external individuals, groups and agencies that were notified of activation will be notified of stand down and/or deactivation. At a minimum, all City department managers, elected officials, neighboring jurisdictions, and responding county agencies will be notified. The person making the notifications documents the date, time, name and contact method for all persons/organizations notified. Notifications will include:

- Date and time of stand down period or deactivation
- A 24-hour contact number for further information

CITY ROLES AND RESPONSIBILITIES

EOC STAFFING

When an emergency threatens or actually occurs, this Support Annex provides guidance, direction and tasks (commonly known as Command and Control) for first responders and the EMO alike to efficiently respond and undertake mitigation operations. The size or scope of an emergency, rather than the type, will largely determine whether or not the EMO will be activated, and to what level.

EOC ACTION PLANNING

Introduction

The use of Emergency Action Plans (EAP) in the City of Woodland EOC provides a clear and measurable process for identifying objectives and priorities for a given event. Action Planning is an important management tool that involves:

- Identifying priorities and objectives for *response* or *recovery* efforts.
- Documenting incident support priorities and objectives, and the tasks and personnel assignments associated with meeting those objectives.

The AP process involves the EOC Director and Section Chiefs³ along with other EOC staff, as needed, in addition to representatives from the County, special districts, and other supporting agencies.

Planning Requirements

The *initial* EAP is normally verbal and then is quickly documented and is used to develop the EAP during the first hour or two following EOC activation. A verbal plan may also be utilized for incidents involving a limited scope, short duration (less than 12 hours) and a limited number of response personnel. An EOC Action Plan shall be developed whenever the EOC is activated at Level II or III. A written EOC Action Plan is required whenever:

- Two or more jurisdictions/agencies are involved in the response
- The incident extends beyond one operational period
- All EOC functions are fully staffed

Unlike Incident Action Plans (IAP) produced in the field by Incident Command, an EAP can cover an extended period of time and often cover several days. The plan should be regularly reviewed and evaluated throughout its operational period and revised or updated as warranted.

³ For more information on EOC Positions see the EOP Basic for the City of Woodland

Plan Elements

The elements to be included in the Emergency Action Plan are noted below. The Emergency Action Plan form is located in the **EOC Tools** attachment and may include some of the following:

- Period of time covered by the plan
- Parts of EOC organization that have been activated on an organization chart
- Assignment of primary and support personnel and material resources to specific tasks and locations
- Logistical or technical support to be provided and by whom
- Objectives (specific, measurable, attainable, realistic and time-measured or SMART) to be accomplished
- Priorities for meeting objectives
- Strategy to be utilized to achieve the objectives

In addition to the required elements listed above, the Action Plan may also include:

- Specific departmental mission assignments
- Policy and/or cost constraints
- Any inter-agency considerations

Planning Responsibilities

Primary responsibility for developing the Emergency Action Plan rests with the Planning Section. However, development of the plan requires the active participation of the EOC Director and the General Staff. The Operations Section, in particular, works closely with the Planning Section during plan development. When indicated, the Planning Section Chief requests specific technical experts to provide input to the plan. The EOC Director approves the plan.

For incidents requiring close coordination with external agencies, (e.g., State field response agencies, special districts, federal responders, etc.), input from those involved agencies should be included in the Emergency Action Plan.

Specific EOC staff responsibilities associated with the Emergency Action Plan⁴ include the following:

Management and General Staff

- Provide general incident objectives and strategy
- Provide direction and overall management
- Ensure incident safety
- Provide information through Liaison and Public Information Officer
- Approve the completed Action Plan

⁴ For further information on the Action Planning process, see the Planning & Intelligence section of this annex

Operations Section Chief

- Determine the tactics necessary to achieve objectives
- Determine associated resource requirements
- Communicate Action Plan to EOC staff and Incident Commanders, as appropriate
- Conduct Operations Shift Briefing

Planning Section Chief

- Conduct the Action-Planning meeting
- Establish planning timelines
- Coordinate preparation of the Action Plan
- Manage planning process

Logistics Section Chief

- Establish/confirm procedure for off-incident resource ordering
- Ensure that resource ordering process is in place
- Ensure that Logistics Section is configured to support the Action Plan

Finance Section Chief

- Provide cost assessment of incident objectives
- Ensure that adequate finance approvals are in place for implementation of the Action Plan
- Works with the Management and General staff to determine the need for cost apportionment, cost sharing or state and/or federal reimbursement

MANAGEMENT SECTION

The Director of Emergency Services leads the Management Section and is responsible for the overall management of EOC operations to address the impacts of an emergency directly upon the city and assessing conditions outside the city, which have the potential for affecting local resources. Additionally, the Director of Emergency Services is responsible for directing the creation of an Emergency Action Plan and the overall strategic direction of response, including appropriate mutual aid liaison activities. The Director of Emergency Services works closely with the Policy Group.

SECTION OBJECTIVES

The Management Section will accomplish the following specific objectives during a disaster/emergency:

- ☐ Establish the appropriate staffing level for the EOC and continuously monitor organizational effectiveness ensuring that appropriate modifications occur as required
- ☐ Exercise overall management responsibility for the coordination between emergency response agencies within the jurisdictional area
- ☐ In conjunction with the General Staff, set jurisdictional priorities for response efforts. Ensure that all department and agency actions are accomplished within the priorities established at the EOC
- ☐ Ensure that inter-agency coordination is accomplished effectively
- ☐ Ensure that the Emergency Public Information response is appropriate to the event

TOOLS

- Org Chart
- Proclamation Guidelines
- Legal Tools
- OES Master Contact List
- Job Action Sheets
- PIO Toolkit
- Media Intake Form
- EPI/JIC SOP

POLICY GROUP

The Policy Group is available to address the economic, social and political impacts of an emergency. In the City of Woodland EOC, the Policy function is the responsibility of the City Council Members, key EOC Management staff and the City Manager and/or their designee. The Policy Group are those key personnel identified that will make major policy decisions for the City at the recommendation of the EOC. The Policy Group is convened to assist the EOC in addressing major impacts to the City.

Management Staff

- Assisting the Director of Emergency Services are the Management Staff. The Management Staff are responsible for providing direct administrative and executive-level support to the Director, as well as for providing additional emergency support functions such as Public Information, coordination with Elected Officials, and ensuring the safety and well being of the staff in the EOC. Key skills of the Management Staff include: Authority, Responsibility, Leadership, Global Thinking, and good project management.

When fully activated the EOC Management Staff includes the following:

Public Information Officer (PIO)

The PIO is directly responsible for managing Emergency Public Information activities within the EOC and in support of all city Emergency Public Information operations in accordance with Emergency Support Function #15. The PIO may be assisted by additional staff who will conduct assorted Emergency Public Information tasks and duties (Rumor Control and activation of the City Information Center) within the EOC or a Joint Information Center (JIC)⁵ if established, or at a field incident command post. **The responsible city department staffing this position is the City Librarian.** There are several tools available to the PIO such as: the Emergency Public Information and Crisis and Emergency Risk Communications Plan and Emergency Public Information Standard Operating Procedures. For additional position information, see the ESF #15 Executive Summary.

Legal Affairs Officer

The Legal Affairs Officer is responsible for providing legal advice and guidance to the Director and the Council on all emergency management issues and concerns examples of the types of legal advice and guidance are: local proclamation development and execution, legal opinions on evacuation and other jurisdictional legal responsibilities. Tools maintained for this position include a drive with samples of legal materials previously used in events throughout California and legal references (such as the CA Emergency Services Act and CA Disaster Assistance Act). **The responsible city department staffing this position is City Attorney.**

Liaison Officer

The Liaison Officer functions as the primary point of contact for all allied agencies and jurisdictional representatives not directly assigned to the city EOC. All agency and jurisdictional representatives will coordinate with the Liaison Officer, as needed. There are tools available to the Liaison Officer such as the Job Action Sheet and Master Contact List. **The responsible city department staffing this position is the City Clerk.**

Safety & Security Officer

The Safety & Security Officer is responsible for ensuring that the EOC is secure when activated, that hazards are identified and mitigated, and that the EOC environment is suitable for conducting operations in a safe and healthful manner such as the following chaplain support, healthy food and adequate breaks within the EOC. **The responsible city departments staffing these positions is the Fire Department (Safety) and Police Department (Security).**

⁵ For more information, see the ESF 15 Annex

OPERATIONS SECTION

SECTION OBJECTIVES

The Operations Section, an element of the EOC General Staff is responsible for coordinating the deployment of response resources in support of field operations. Such coordination activities will normally include:

- ☐ Managing operational elements of approved EOC AP's, if any.
- ☐ Supporting Department Operations Centers (DOC) and field incident command(s) and associated response activities.
- ☐ Coordinating and liaising with DOCs for reporting, action planning and situation reporting.
- ☐ Liaising with Mutual Aid Coordinators for fire, law and emergency medical services.
- ☐ Coordinating City incident response assets regardless of agency affiliation or type of asset (e.g., animal services, shelters, etc.).
- ☐ Assessing the emergency within the city or in nearby jurisdictions that affect or may affect local jurisdictions' response.
- ☐ Working with appropriate Emergency Support Functions under the Operations Section.

TOOLS

- Org Chart
- Communications Plan
- Legal Tools
- Discipline Specific Master Contact Lists
- Job Action Sheets
- Discipline specific SOPs
- Media Intake Form
- ESF Status Report Forms

There are several Emergency Support Functions that represent an alliance of stakeholders who possess common interests and share a level of responsibility for emergency management. The Emergency Support Functions bring together city departments, special districts and other support jurisdictions within the City to collaboratively prepare for, cohesively respond to and effectively recover from an emergency.

In most cases a single department is assigned to lead each Emergency Support Function based on its authorities, resources and capabilities. Each Emergency Support Function member is responsible to assist in coordinating the City's response to emergencies, including provision of mutual aid and the allocation of essential supplies and resources.

An Operations Section Chief will be identified between fire, law enforcement, public works or other staff as designated by the EOC Director.

The Operations Section Chief will activate those emergency support functions deemed appropriate. When fully activated, the Operations Section could be comprised of the following branches, with each position being staffed with city or allied-agency personnel. A full Operations Section organizational chart is shown in **Figure 5 – Operations Organizational Structure**.

- Public Works (ESF #3) – **Public Works Department**
 - Transportation (ESF #1)
 - Communications (ESF #2)
 - Energy/Utilities (ESF #12)
- Firefighting (ESF #4) – **Fire Department**
 - Hazardous Materials Response (ESF #10)
 - Public Health & Medical (ESF #8⁶)
- Mass Care & Shelter (ESF #6) – **Community Services**
 - Ag & Natural Resources (ESF #11)
- Law Enforcement Branch (ESF #13) – **Police Department**⁷

⁶ The Fire Department has primarily responsibility for Emergency Medical Services response. The Yolo County Health and Human Services Agency may be supporting directly in the EOC or remotely from their DOC.

⁷ ESF9 (Search & Rescue) is achieved by a partnership between ESF4 & ESF13 responders.

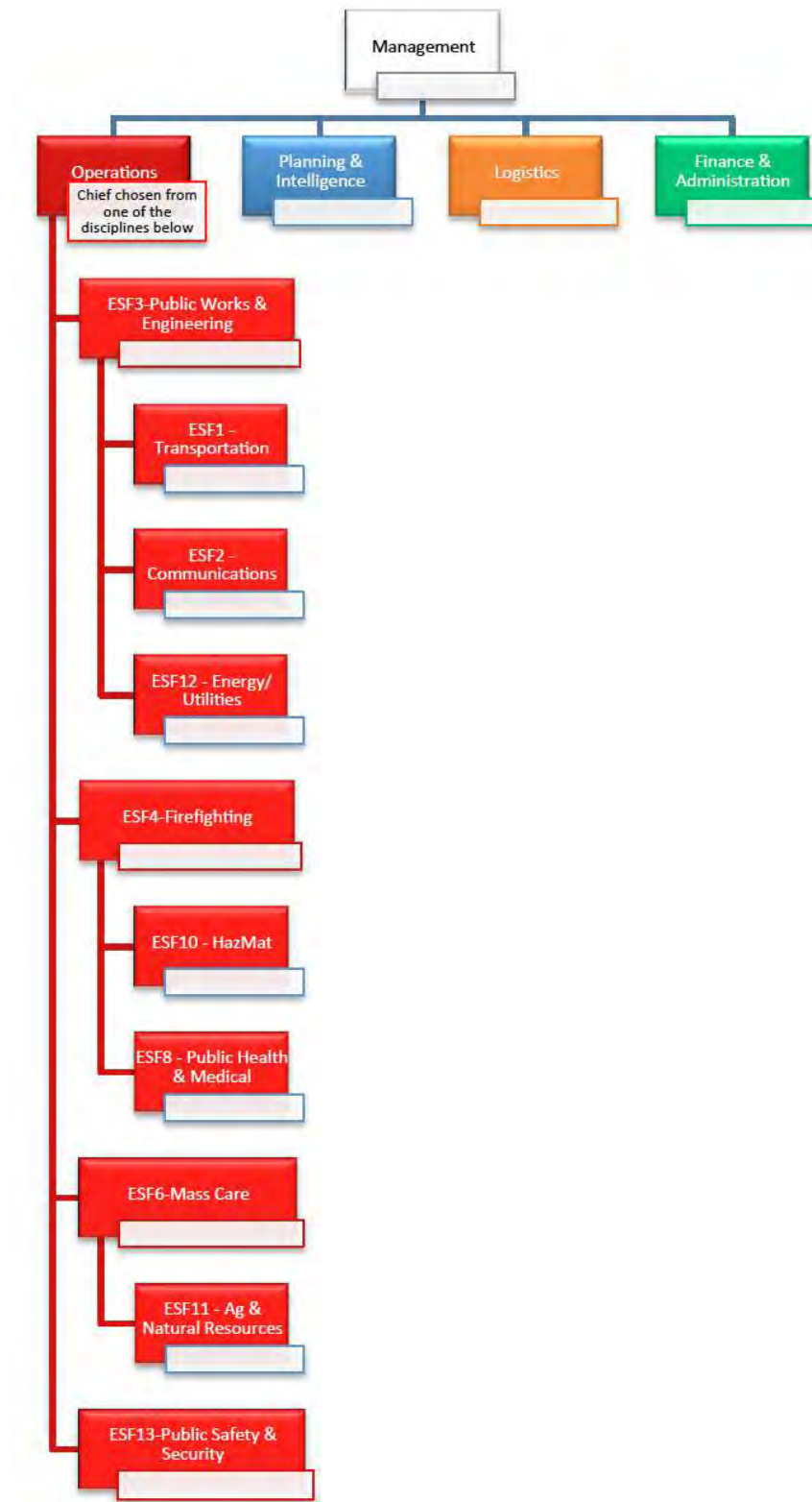


Figure 5 – Operations Organizational Structure

PLANNING & INTELLIGENCE SECTION (ESF 5)

The Planning Section is responsible for directing and managing the creation of a comprehensive situation status report, development of EOC Action Plans for each operational period, and maintenance of all documentation related to the emergency. The Planning Section staff must evaluate the potential economic, social and environmental impacts of the disaster, while managing response to the conditions within the jurisdiction. Additionally, the Planning Section staff must consider whether an emergency in a neighboring jurisdiction could impact their jurisdiction or draw upon resources normally available to the city.

The Planning Section Chief identifies whether full or partial staffing is required to respond. When fully activated the section may include the positions shown in the organizational chart. The duties assigned to the unfilled position are the responsibility of the Planning Section Chief.

SECTION OBJECTIVES

The Planning Section will accomplish the following specific objectives during a disaster/emergency:

- ☐ Display situation status information in the EOC using maps and visual aids
- ☐ Ensure accurate recording and documentation of the incident
- ☐ Determine reporting schedules for all EOC elements
- ☐ Prepare the jurisdiction's Situational Status reports and EOC Action Plans
- ☐ Disseminate situation status and EOC Action Reports to other EOC sections, jurisdictional departments, and Yolo EOC
- ☐ Provide planning support to other sections
- ☐ Maintain proper and accurate documentation of all actions taken to ensure that all required records are preserved for future use and State OES and FEMA filing requirements
- ☐ Acquire technical experts for special interest topics of special technical knowledge subjects

TOOLS

- Org Chart
- Planning Process Schedule (Sample)
- Situational Status Form
- Action Planning Meeting Agenda (Sample)
- EOC Planning "P"
- Demobilization Checklist
- After Action Report Template
- Advanced Plan Template
- Job Action Sheets
- Planning Considerations Cheat Sheet
- Situational Status Boards
- EOC Briefing & Reports Cheat Sheet
- EOC Action Plan Template
- Demobilization Plan Template
- Hot Wash Discussion Points
- Sample File Retention Structure

This section will be staffed by the Community Development and other departments as directed by the EOC Director as needed to perform the various functions required to support emergency management operations within the activated EOC. Additional branches or units may be established as needed to meet operational needs.

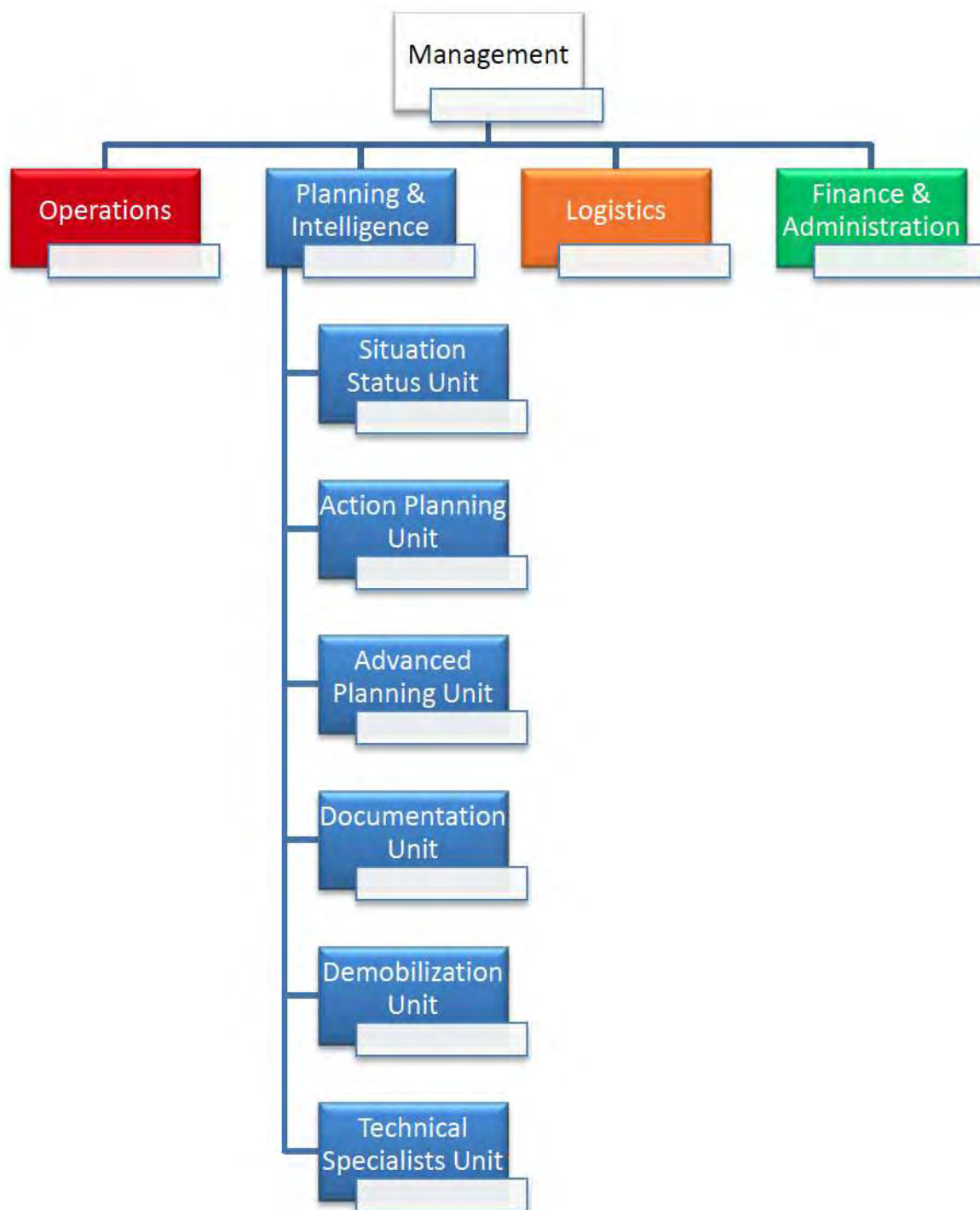


Figure 6 – Planning & Intelligence Organizational Structure

PLANNING PROCESS

The Planning Section staff will maintain the EOC Major Incident Status Board and will develop short-and long-term planning scenarios based upon the situation and its impacts on facilities and operations. Utilizing these planning scenarios, the Planning Section Chief will conduct an Action Planning meeting with the EOC Director, General Staff and appropriate technical experts. The Operations Section Chief reports significant changes to the Planning Section Chief. See the Planning Section Process Schedule in the following SAMPLE:

PLANNING SECTION PLANNING PROCESS SCHEDULE	
0700 – 0800	Shift Change Briefing.
0800 – 0900	Prepare for Planning Meeting. Purpose: To review accomplishments, identify new issues, identify resource needs, and determine assignments for next operational period.
0900 – 1000	Planning Meetings (with Management and General Staff, Resources Status Unit Leader, Supply Unit Leader, Communications Unit Leader, and Technical Specialists).
1000 – 1400	Prepare EOC Action Plan.
1400 – 1600	Finalize EOC Action Plan.
1600	Complete EOC Action Plan.
1600 – 1700	Prepare for Operations Briefing. Purpose: To review EOC Action Plan for next operational period.
1700 – 1800	Operations briefing (Management, General Staff, and identified Operations staff and Technical Specialists).
1800 – 1900	Finalize Reports (including Situation Status Report for the Operational Area EOC).
1900 – 2000	Shift Change Briefing.
2000 – 2100	Prepare for Planning Meeting. Purpose: To review accomplishments, identify new issues, identify resource needs, and determine assignments for next operational period.
2100 – 2200	Planning Meetings (with Management and General Staff, Resources Status Unit Leader, Supply Unit Leader, Communications Unit Leader, and Technical Specialists).
2200 – 0200	Prepare EOC Action Plan.
0200 – 0400	Finalize EOC Action Plan.
0400	Complete EOC Action Plan.
0400 – 0500	Prepare for Operations Briefing. Purpose: To review EOC Action Plan for next operational period.
0500 – 0600	Operations briefing (Management, General Staff, and identified Operations staff and Technical Specialists).
0600 – 0700	Finalize Reports (including Situation Status Report for the Operational Area EOC).

Figure 7 – Planning Process SAMPLE/EXAMPLE Schedule

PLANNING CONSIDERATIONS

In developing the Action Plan, a number of issues should be considered, as outlined in the table below. Applicable issues should be addressed in each iteration of the Action Plan.

ISSUE	CONSIDERATIONS	RESPONSIBILITY
Inter-Agency Coordination	• Use of resources • Contact information and frequency • Communications methods	Liaison
Public Information	• Constraints on information to be disseminated • Special instructions • Target areas/audiences	Public Information Officer EOC Director
Safety	• Special precautions to be taken • Personal protective gear required	Safety Officer
Technical Resources	• System maps and schematics • Technical expert input	Planning Section Chief
Operations	• Special skills required • Mutual aid needs • Staging Area needs • Progress in resolving major incident objectives	Operations Section Chief
Policy	• Legal/political issues • Fiscal constraints	EOC Director
Special Needs	• Contingency Plans	Planning Section Chief
Special Resources	• Availability of special supplies, personnel and equipment • Transportation support	Logistics Section Chief
Finance	• Federal/State reimbursement; cost sharing/agreements	Finance Section Chief

Figure 8 – Planning Considerations

PLANNING CYCLE

The Planning Chief, with input from the EOC Director and the Operations Section Chief, establishes the schedule and cycle for action planning. Initially, meetings may be conducted every few hours or several times each day. Over time, meetings may be held twice each day, and then daily. The following graphic describes the planning cycle process for development of the Emergency Action Plan.

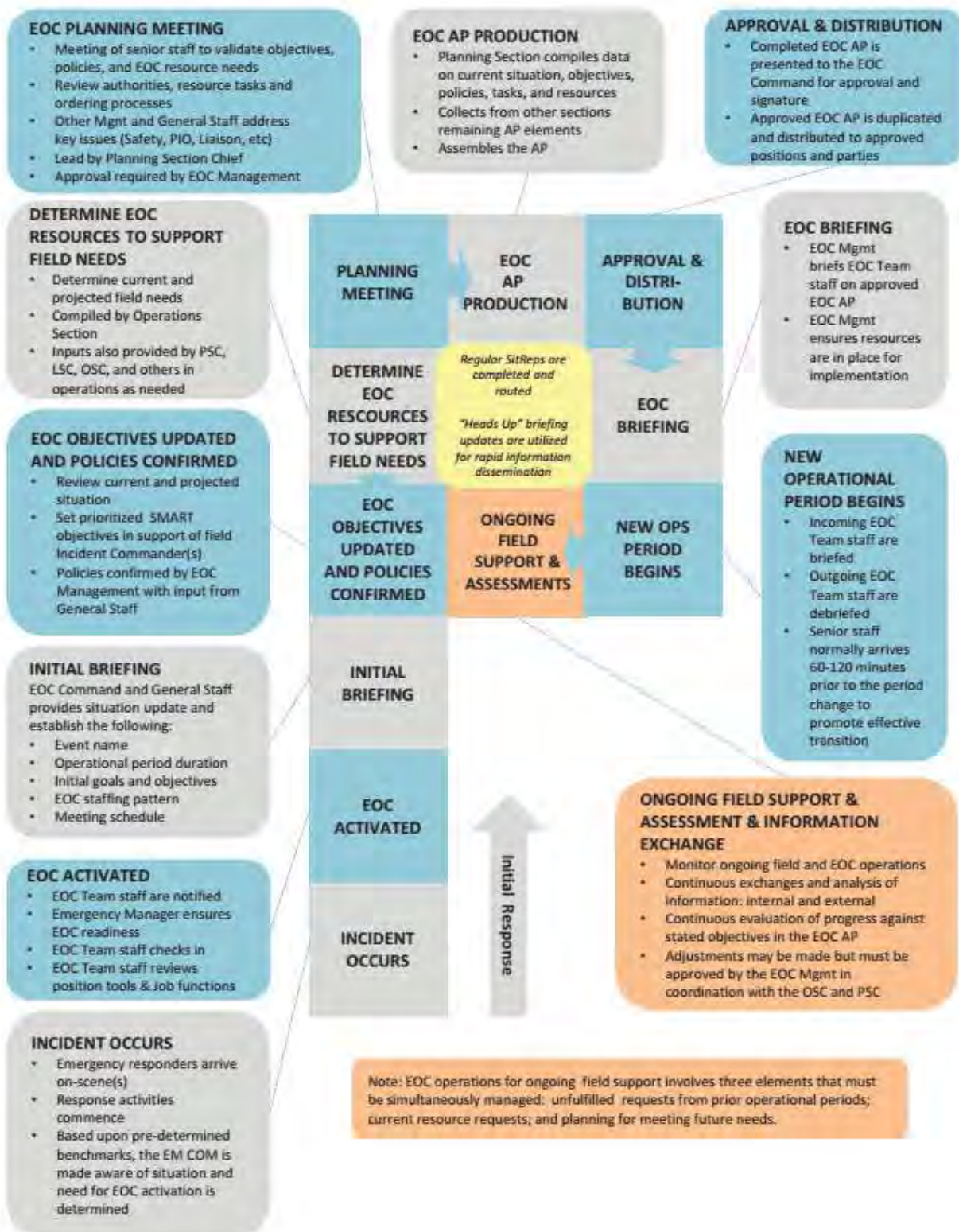


Figure 9 – The Planning Cycle

Documentation and Distribution

Written EOC Action Plans will be documented on the Action Planning form. The Planning Section Situation Status function is responsible for:

- Posting a copy of the current Action Plan in the EOC, if operational
- Maintaining a copy of each Action Plan as part of the permanent incident record
- Distributing copies of the current Action Plan to all involved agencies and other personnel as directed by the Planning Section Chief

The Operations Section Chief will ensure that the current EOC Action Plan is distributed to all Operations Section personnel.

LOGISTICS SECTION (ESF 7)

The Logistics Section is responsible for coordinating the provision of a broad assortment of equipment, supplies and services such as maintenance, food services, etc. in support of the Emergency Management Organization and Emergency Operations Center, other City and/or County sites, organizations or activities during a disaster. On occasion, it responds to a request from the field (Incident Command), but most often it supports jurisdictional departments, responding agencies and activities.

When activated, the EOC establishes priorities for resource allocation during the emergency. All jurisdictional resources are considered part of a pool which may be allocated by the EOC to fulfill priority missions.

The Logistics Section Chief identifies whether full or partial staffing is required to respond. When fully activated the section may include the positions shown in the organizational chart. The duties assigned to the unfilled position are the responsibility of the Logistics Section Chief.

SECTION OBJECTIVES

The Logistics Section will accomplish the following specific objectives during a disaster/emergency:

- ☐ Ensure repair and maintenance of EOC supporting equipment and resources
- ☐ Analyze and identify appropriate sources of resources
- ☐ Order, receive, process and store all incident-related resources
- ☐ Set-up and maintain incident support facilities (example – feeding, sleeping and sanitation services)
- ☐ Work with the Operations - Transportation Unit to move personnel, goods and services where they are needed
- ☐ Supply food needs for entire incident including remote sites
- ☐ Volunteer Coordination
- ☐ Donations Management

TOOLS

- Org Chart
- T-Card System
- Jurisdictional Personnel Lists
- Jurisdictional Asset Lists
- Purchase Cards
- DSW Registration Form
- Job Action Sheets
- Resource Requesting Cheat Sheet
- Resource Request Form
- Jurisdictional Purchasing Policies
- Resource Mgt Cycle Cheat Sheet

The Logistics Section is divided into several branches. Within those branches, the following branches are organized and performed as part of the Logistics Section.

The section will be staffed by Community Services, Human Resources, and Public Works, as needed to perform the various functions required to support emergency management operations within the activated EOC. Additional branches or units may be established as needed to meet operational needs. The Facilities unit will house the IT and Communications staffing for the EOC.

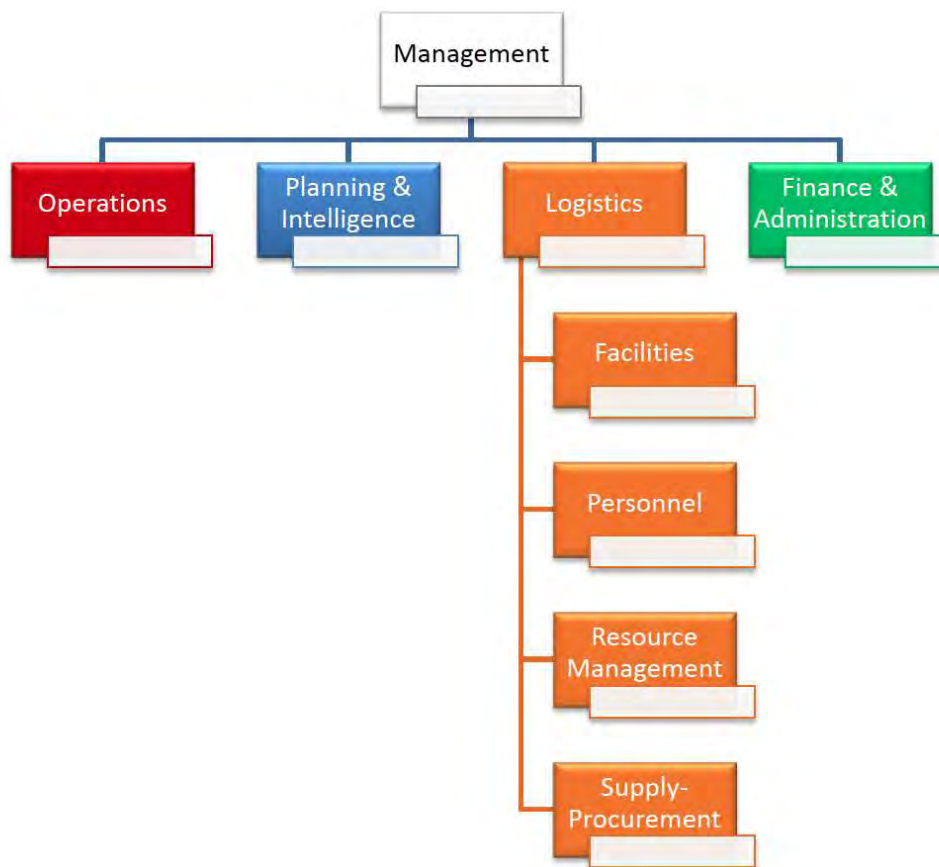


Figure 10 – Logistics Organizational Structure

RESOURCE ORDERING

When fulfilling a resource request, the Logistics Section staff will typically follow the general sequence for locating the resource to fulfill the request:

- Use internal resources first (City owned)
- Attempt to borrow the resource
- Look for donated goods/services
- Rent or lease the resource
- As a last resort, buy the resource (if the Logistics Section must resort to purchasing the resource, the Logistics Section Chief will confer with the Finance & Administration Section to ensure the purchase is approved before placing the order, and all purchases will be in accordance with Purchasing guidelines)

- Complete resource request form

Additionally, if the resource is a critical and immediate need, the general sequence may need to be bypassed in order to address immediate concerns. The Logistics Section Chief, Finance & Administration Section Chief and Management (EOC Director) will coordinate to make the determination on the appropriate action.

A visual representation of how Resource Requests (personnel, equipment or technical assistance) are made through one of the following processes:

1. Discipline-specific (usually Fire and Law) mutual aid systems: Requests for resources that are normally within the inventories of the mutual aid system will go from local coordinator to Operational Area (OA) Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.

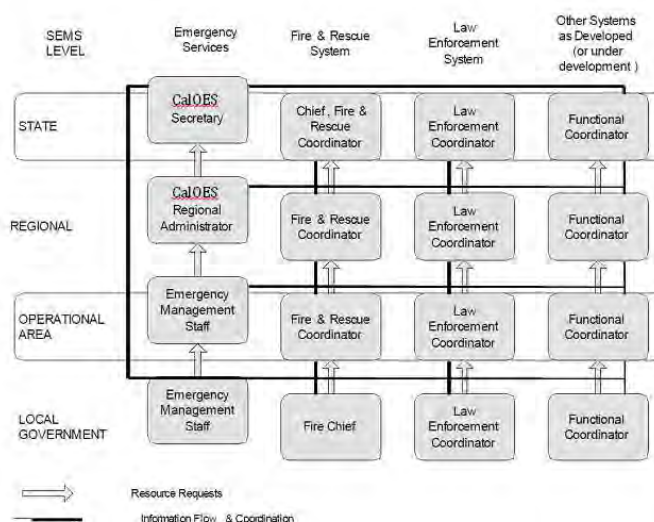


Figure 11 – Mutual Aid System Ordering Process

2. All other resource requests will be made through the logistics function at each level.

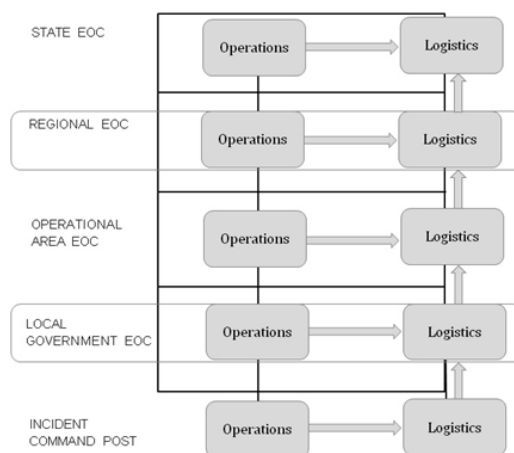


Figure 12 – EOC Ordering Process

RESOURCE TRACKING

After the Logistics Section locates and procures the resources necessary to fulfill the request, the Logistics Section will coordinate with the respective function that the resource was ordered for to ensure the resource was delivered to the appropriate location and has been checked in to the response. The Resource Management Unit will track all resources and display their status via either a status board (manual or digital) or T-card system. Resource tracking will ensure that all resources throughout the duration of the event are accounted for as per the resource management cycle pictured below.



Figure 13 – Resource Management Cycle

CITY ASSET MANAGEMENT SYSTEM

The City of Woodland has an in-house asset management system that is used to track all City owned assets over \$5,000 per item and this includes vehicles, equipment, software and infrastructure.

VOLUNTEER MANAGEMENT

The Personnel unit also serves as the primary source of volunteer management for the City of Woodland. The City may partner with Hands on Capital Superior California (this may be a limited resource due to their support for other surrounding regional partners), for volunteer management support in addition to the pre-identified sources of volunteers for the city such as the Police Department's Volunteers in Policing (VIPs). There are also additional volunteer resources through the OA DSW volunteer groups (ELWs, ARES, VERT, etc.⁸). The establishment of a Volunteer Management Center together with the OA may be necessary for coordination purposes⁹.

⁸ See the Yolo Operational Area Disaster Service Worker Volunteer Plan for more information.

⁹ See the Yolo Operational Area Donations & Volunteer Management Support Annex for more information.

DONATIONS MANAGEMENT

The Supply-Procurement unit also serves as the primary source of donations management (both in-kind and monetary) for the City of Woodland. The City is working with Yolo County to develop procedures and protocols to accept and receive in-kind and monetary donations during and emergency or disaster.

FINANCE & ADMINISTRATION SECTION

The Finance Section is responsible for tracking all costs associated with the EOC activation. The Finance Section staff must analyze and identify appropriate costs and ensure that all costs conform to existing emergency operations procedures, ordinance and rules. Additionally, the Finance Section staff must track costs across multiple departments and agencies.

The Planning Section Chief identifies whether full or partial staffing is required to respond. When fully activated the section may include the positions shown in the organizational chart. The duties assigned to the unfilled position are the responsibility of the Planning Section Chief.

SECTION OBJECTIVES

The Finance Section will accomplish the following specific objectives during a disaster/emergency:

- ☐ Track all costs and present payments to the Management Section for approval
- ☐ Approve emergency purchases and contracts
- ☐ Maintain force labor accounting
- ☐ Maintain force equipment accounting
- ☐ Process claims (workers compensation, injuries to responders, damage to equipment)
- ☐ Fiscal Management

TOOLS

- Org Chart
- Employer's Report of Occupational Injury or Illness
- Workers' Compensation Claim Form
- FEMA 90-Forms (Qty 6)
- Disaster Cost Documentation Flow Chart
- Tracking & Allowable Costs Cheat Sheet
- PA Damage Categories Cheat Sheet
- CDAA vs FEMA Comparison
- PA Designation Thresholds
- Job Action Sheets
- DSW Volunteer Claim Submission Instructions
- Accident Investigation Report
- Extra Cost Accounting Forms
- Disaster Cost Accounting File Checklist
- Initial Damage Estimate Form
- PA Process Flow Chart
- Recovery Fact Sheet
- Natl Register of Historic Places – Yolo

The section will be staffed by the Finance Department and other city departments as directed by the EOC Director as needed to perform the various functions required to support emergency management operations within the activated EOC. Additional branches or units may be established as needed to meet operational needs.

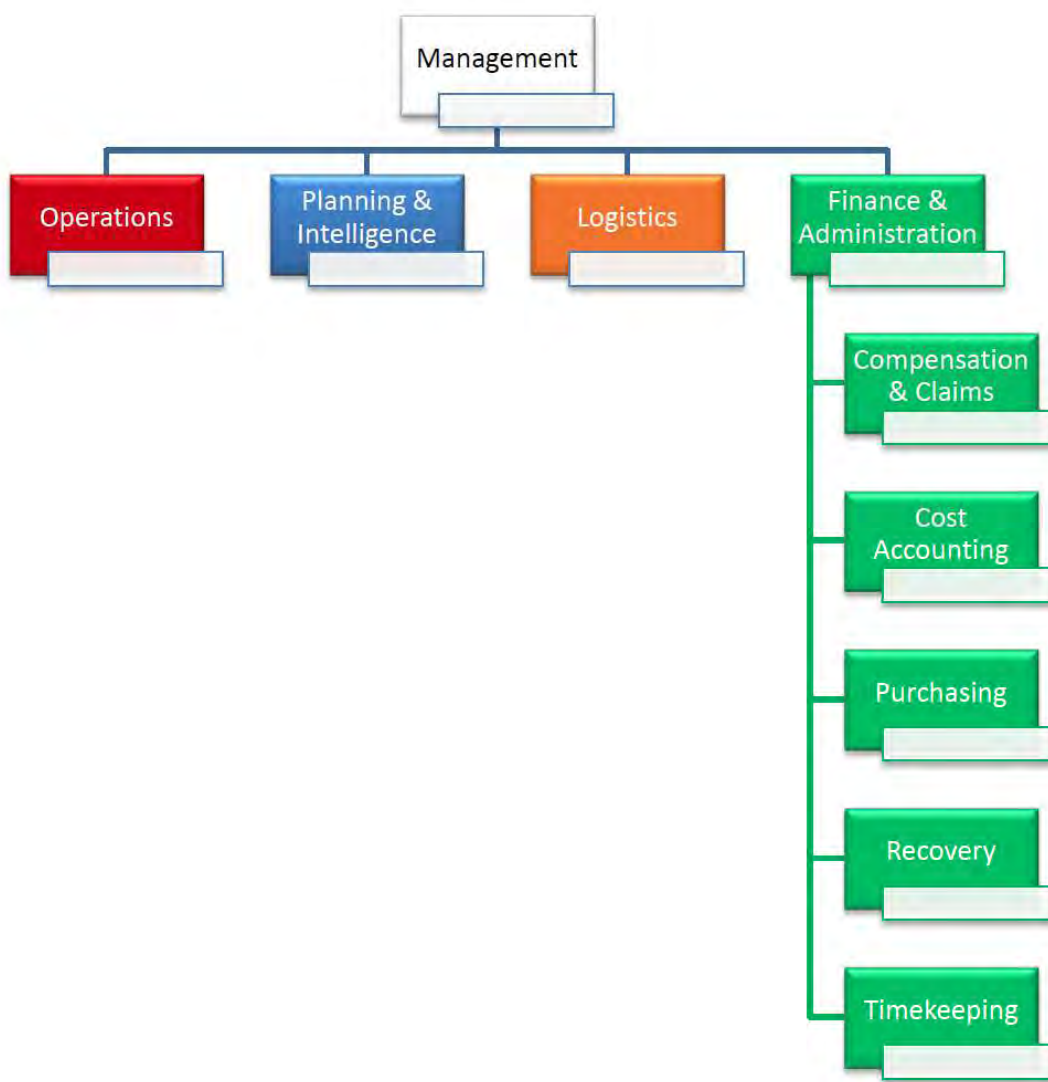


Figure 14 – Finance & Administration Organizational Structure

The City of Woodland will respond (fiscally) with the understanding that the response will be funded by the city and that every effort will be made to access recovery funds (but that those funds are not guaranteed). Generally, in a disaster, if a Governor's Proclamation is granted to the City and/or County the state may reimburse eligible costs to the City at a 75/25 percent cost share. Additionally if the Governor asks the President to proclaim a major disaster for the area and that request is granted then there may be additional funding reimbursement available.

The City of Woodland will identify expenditures by code within the city financial system for recovery purposes. The City will notify all staff when emergency coding should be used.

CITY EMERGENCY PURCHASING POLICY

The City of Woodland has an emergency purchasing policy in effect. The City's Policy and Procedures manual states that in the case of an emergency, a "program number" will be assigned to track all costs associates with that emergency.

The Finance and Administration works closely with the Logistics Section, specifically the Personnel and Supply-Procurement Units to account for all expenditures during the event.

Purchasing procedures will not be waived during an emergency but may be augmented to accomplish any emergency work provided augmentations do not come into violation with standard OMB circulars.

The Recovery unit will advise all F&A staff on any changes needed to policies/procedures/documentation during the event to be better in line to accept recovery funding sources as they become available.

For more information on Recovery refer to the Recovery Framework 2012.

ANNEX MAINTENANCE

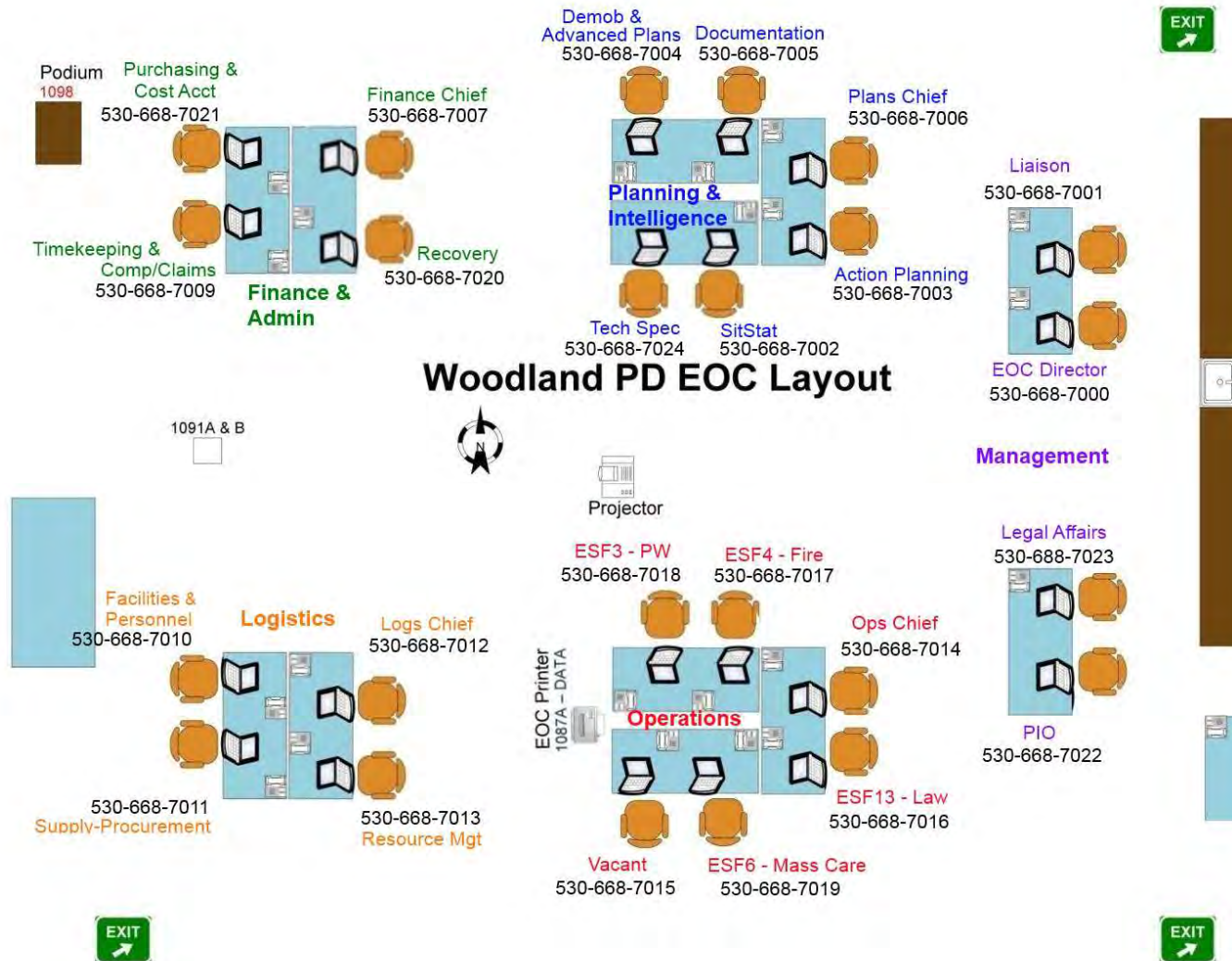
The City of Woodland Fire Department will coordinate with the various City departments on any updates and revisions of this Emergency Operations Center Annex.

Those agencies and organizations listed as having anticipated roles and responsibilities under this annex shall inform the Director of Emergency Services when they are aware that changes need to be made.

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APPENDIX WDEOC-2: PRIMARY EOC SETUP MAP



APPENDIX WDEOC-3: VERSION HISTORY

(Note: File each revision transmittal letter behind this record page.)

Version Number	Implemented By	Revision Date	Approved By	Approval Date	Description of Change
1.0	Yolo OES	03/02/2016			Initial Draft



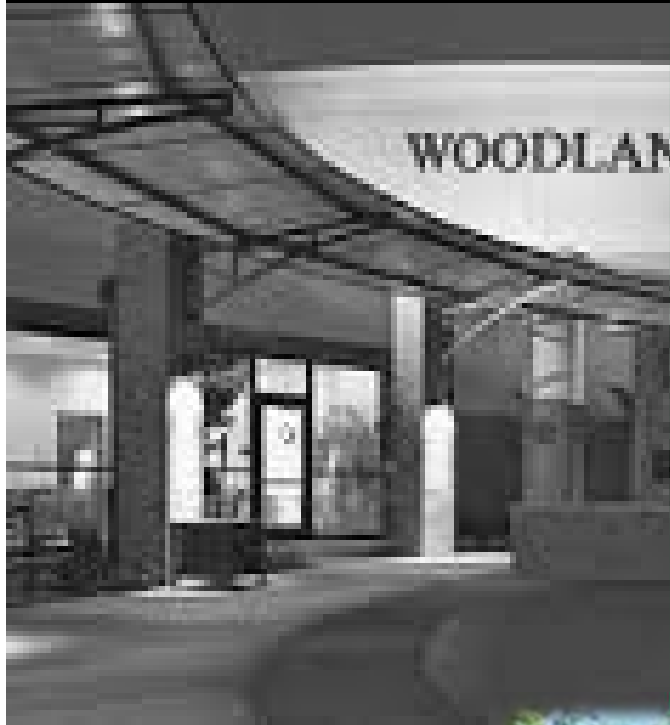
This document outlines the responsibilities of the Emergency Management Organization for the City of Woodland

City of Woodland Emergency Operations Plan

Basic Plan

Version 1.3

Revised: November 2017



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LETTER OF PROMULGATION

November 2017

To: Officials and Employees of the City of Woodland

The preservation of life and property is an inherent responsibility of all levels of government. As disasters occur in devastating form at any time, the City of Woodland must provide safeguards, which will save lives and minimize property damage through planning, preparedness measures and training. Sound emergency plans carried out by knowledgeable and well-trained personnel can and will minimize losses.

The City of Woodland Emergency Operations Plan establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardized Emergency Management System and the National Incident Management System. It provides for the integration and coordination of planning efforts of multiple jurisdictions within the City.

This plan was developed for each City of Woodland department and local special districts with emergency services responsibilities within the City. The content is based upon guidance approved and provided by the California Office of Emergency Services and the Federal Emergency Management Agency. The intent of the Emergency Operations Plan is to provide direction on how to respond to an emergency from the onset, through an extended response and into the recovery process.

Once adopted, this plan is an extension of the County of Yolo's Emergency Operations Plan and the California Emergency Plan. It will be reviewed and tested periodically and revised as necessary to meet changing conditions.

The Woodland City Council gives its full support to this Emergency Operations Plan and urges all public employees and individuals to prepare for times of emergency before they occur.

Mayor,

City of Woodland

APPROVAL AND IMPLEMENTATION

FOREWORD

The City of Woodland Emergency Operations Plan addresses the City's planned response to extraordinary emergency situations associated with natural disasters, technological incidents and national security emergencies in or affecting the City of Woodland. This plan does not apply to normal day-to-day emergencies or the established departmental procedures used to cope with such emergencies. Rather, this plan focuses on operational concepts and would be implemented relative to large-scale disasters, which can pose major threats to life, property and the environment requiring unusual emergency responses.

This plan accomplishes the following:

- Establishes the Emergency Management Organization required to mitigate any significant emergency or disaster affecting the City of Woodland.
- Identifies the roles and responsibilities required to protect the health and safety of Woodland residents, public and private property and the environmental effects of natural, technological and human-caused emergencies and disasters.
- Establishes the operational concepts associated with a field response to emergencies, the City of Woodland Emergency Operations Center activities and the recovery process.

PLAN APPROVAL AND IMPLEMENTATION

Upon concurrence of the City Council, the plan will be officially adopted and promulgated. The approval date will be included on the title page. The plan will be distributed to those City departments, supporting allied agencies and community organizations having assigned primary functions or responsibilities within the Emergency Operations Plan as necessary.

PLAN MODIFICATIONS

Upon the delegation of authority from the Director of Emergency Services, specific modifications can be made to this plan without the signature of the City Council. This Emergency Operations Basic Plan, it's Functional Annexes and Attachments supersede all previous versions of the City of Woodland Emergency Operations Plan.

RECORD OF CHANGES

(Note: File each revision transmittal letter behind this record page.)

Version Number	Implemented BY	Date	Approved By	Approval Date	Description of Change
1	City Woodland Director of Emergency Services	2010	City Council	04/14/2010	Initial Version
2	City of Woodland Director of Emergency Services	2016	City Council		Revision to ESF Format
3					
4					
5					
6					
7					
8					
9					
10					

RECORD OF CONCURRENCE

The following list of signatures documents each City Council Member's concurrence and receipt of the 2016 City of Woodland Emergency Operations Plan. As needed, revisions will be submitted to the Woodland Police Department.

Council Member	_____
	DATE

Council Member	_____
	DATE

Council Member	_____
	DATE

Council Member	_____
	DATE

Council Member	_____
	DATE

RECORD OF DISTRIBUTION

Version Number	Department/Agency	Approved By	Approval Date

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SECTION 1.0: PURPOSE, SCOPE, SITUATION AND ASSUMPTIONS

1.1 PURPOSE

The purpose of the City of Woodland Emergency Operations Plan is to provide the basis for a coordinated response before, during and after a disaster incident affecting the City of Woodland.

This plan is the principal guide for the City's response to, and management of real or potential emergencies and disasters occurring within its designated geographic boundaries. Specifically, this plan is intended to:

- Facilitate multi-jurisdictional and interagency coordination in emergency operations, particularly between the City, local government, private sector, operational, and state response levels and appropriate federal agencies-
- Serve as a City plan, a reference document, and when possible, may be used for pre-emergency planning in addition to emergency operations.
- To be utilized in coordination with applicable local, state and federal contingency plans.
- Identify the components of an Emergency Management Organization and establish associated protocols required to effectively respond to, manage and recover from major emergencies and/or disasters.
- Establish the operational concepts and procedures associated with field response to emergencies, and Emergency Operations Center activities.
- Establish the organizational framework of the California Standardized Emergency Management System and the National Incident Management System within the City of Woodland.

Allied agencies, special districts, private enterprise, and volunteer organizations having roles and responsibilities established by this plan are encouraged to develop operating protocols and emergency action checklists based on the provisions of this plan.

1.1.1 PLANNING ORGANIZATION AND FORMAT

The plan is divided into several elements that contain general and specific information relating to City emergency management operations. Those elements are as follows:

Basic Plan

The basic plan provides an overview of the City of Woodland's emergency management system. It briefly explains the hazards faced, capabilities, requirements, and the City's emergency management structure. It also identifies how the City integrates the Standardized Emergency Management System and the National Incident Management System into their emergency management organizations.

Emergency Support Function Annexes

The ESF Executive Summaries identify the ESF coordinator(s) and the primary support agencies for each function. The ESF Executive Summaries outline expected mission execution for each emergency phase and identify tasks and plans assigned to members of the ESF. An ESF annex can be a culmination of Plans, Standard Operating Guides/ Procedures (SOPs/SOGs) and/or Field Operations Guide (FOGs).

Support Annexes

The support annexes focus on critical operational functions and who is responsible for carrying them out. These annexes clearly describe the policies, processes, roles and responsibilities that agencies and departments carry out before, during, and after any emergency.

Hazard Specific Annexes

Hazard specific annexes identify hazard-specific risk areas and evacuation routes, specify provisions and protocols for warning the public and disseminating emergency public information, and specify the types of protective equipment and detection devices for responders.

A graphic representation of how the city's emergency plans relate to each other can be viewed in the figure below:

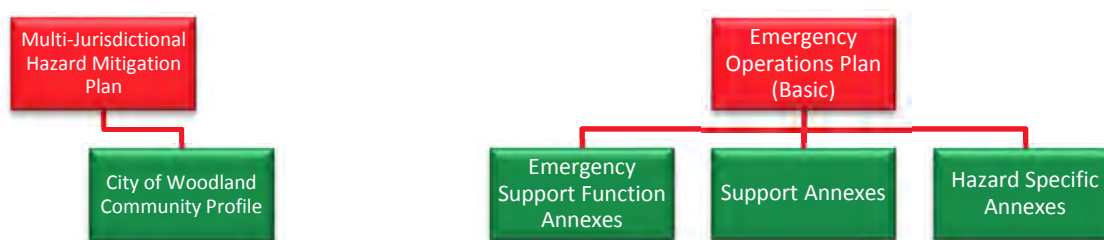


Figure 1 – Plans Relational Structure

1.2 SCOPE

The scope of this plan applies to any extraordinary emergency situation associated with any hazard, natural, technological or human caused which may affect the City of Woodland that generates situations requiring planned, coordinated responses by multiple agencies or jurisdictions.

The provisions, policies, and procedures of this plan are applicable to all agencies and individuals, public and private, having responsibilities for emergency preparedness, response, recovery, and/or mitigation in the City. The other governmental agencies within the City of Woodland maintain their own emergency operations plans and those plans are consistent with the policies and procedures established by this plan.

Incorporating the Federal Emergency Management Agency Comprehensive Preparedness Guide 101v. 2 and State of California Emergency Plan best practices, in addition to the County's

Emergency Operations Plan, this plan is designed to be read, understood and exercised prior to an emergency and establishes the framework for implementation of the Standardized Emergency Management System and National Incident Management System for the City. The City Emergency Operations Plan is intended to facilitate multi-agency and multi-jurisdictional coordination, particularly between the City of Woodland and its jurisdictions, as well as special districts, utilities, major businesses, non-profit agencies, community groups, state agencies, and federal agencies. Emergency operations in the City of Woodland will be coordinated through the structure of the Emergency Operations Center. This plan will be used in coordination with the [State Emergency Plan](#) and the [National Response Framework](#).

This plan is part of a larger framework that supports emergency management within the State. Through an integrated framework of emergency plans and procedures involving all stakeholders in the emergency management community, the City of Woodland together with the County of Yolo, its political subdivisions, the Inland Region of the State of California Office of Emergency Services and the Federal government will promote effective planning and coordination prior to an emergency, thereby ensuring a more effective response and recovery.

1.3 SITUATION OVERVIEW

This chapter describes a number of potential hazards that could affect the City of Woodland, which would warrant the activation of the Emergency Management Organization. The map provided in [Figure 2 - Base Map of Woodland](#), details the City of Woodland.

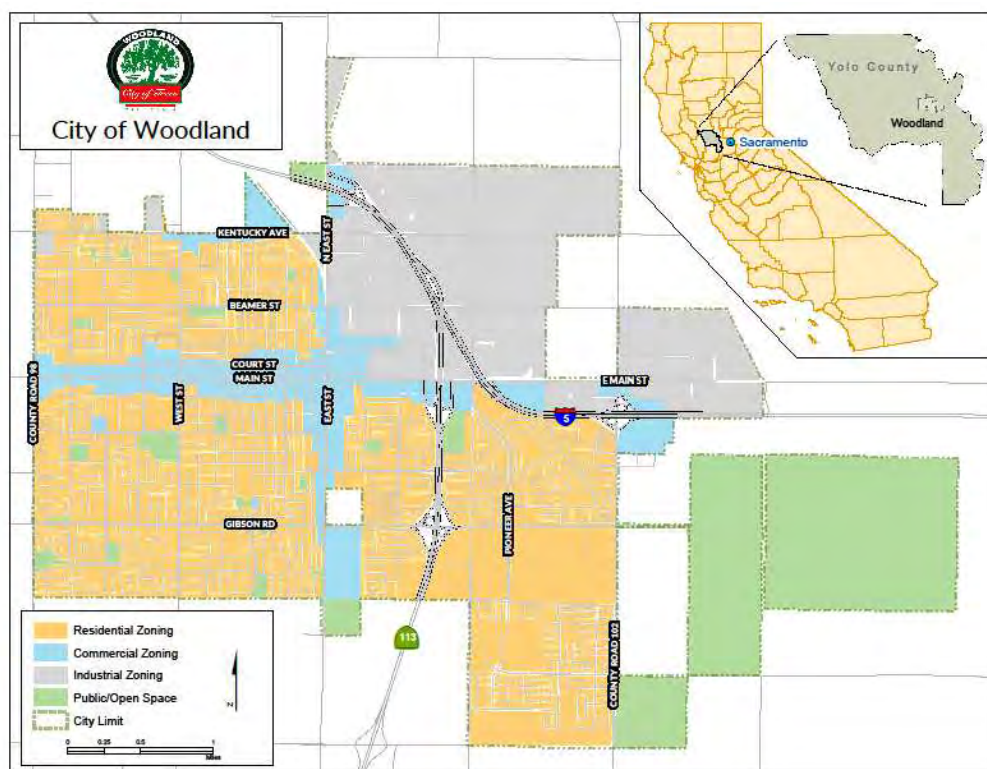


Figure 2 - Base Map of Woodland

1.3.1 HAZARD ANALYSIS SUMMARY

In 2013, the County of Yolo's Office of Emergency Services and a consortium of community stakeholders worked to complete the County of Yolo Multi-Jurisdictional Hazard Mitigation Plan, which included the City of Woodland. The purpose of this analysis was to identify and discuss the natural hazards confronting the communities and the mitigation efforts that have taken place or are underway that might address those threats. For more in-depth details, please refer to the [County of Yolo Multi-Jurisdictional Hazard Mitigation Plan](#).

The City is vulnerable to a wide range of threats. An all-hazards threat perspective must include a complete range of threats including emerging and increasing technological factors. It is important to consider past events for future planning, with the consideration that the location and scope of hazards change over the years.

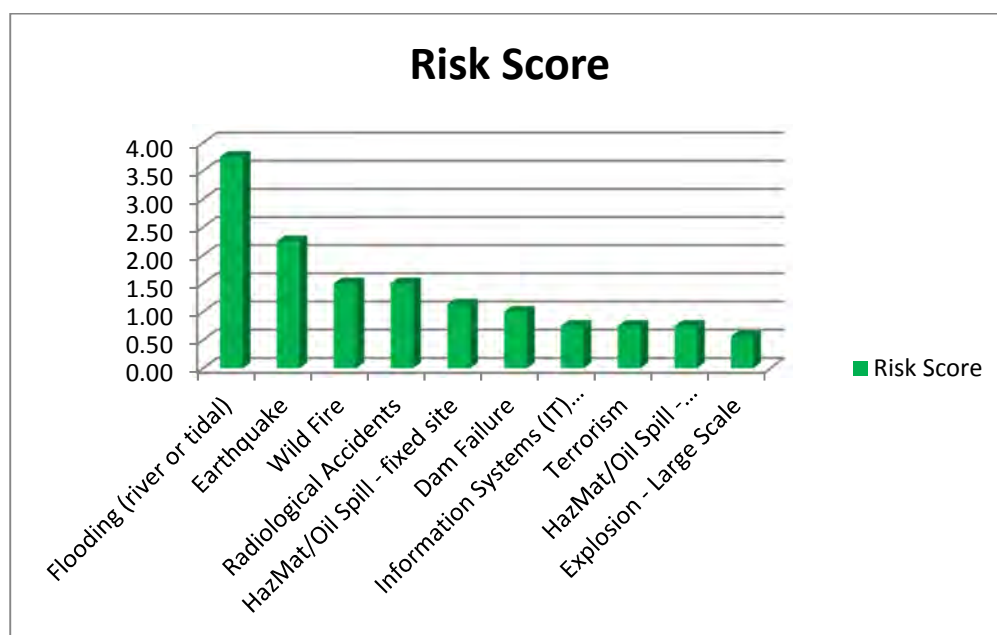


Figure 3 – Woodland Hazards

1.3.2 CAPABILITY ASSESSMENT

A capability assessment provides part of the foundation for determining the type of emergency management, preparedness, and mitigation strategy. The assessment process also identifies gaps or weaknesses that may need to be addressed through preparedness planning goals and actions deemed practical considering the jurisdiction's capabilities to implement them. Finally, the capability assessment highlights the positive measures that are in place or underway for continued support and enhancement of the jurisdiction's preparedness and response efforts.

As an established organization, the Woodland Emergency Organization has the capabilities to perform the necessary emergency response duties outlined in this Emergency Operations Plan.

The City of Woodland has completed the following to increase the City's capabilities:

- Development of City of Woodland Hazard Annex to the County of Yolo Local Hazard Mitigation Plan
- A Hazard-specific Flood Response Annex highlighting the City's capabilities in a flood event
- Annual EOC activation exercises
- EOC Position Specific training
 - NIMS IS-100, 700, 800
 - Disaster Service Worker

In light of the City's susceptibility and vulnerability to disasters, continuing emphasis will be placed on emergency planning, training of full time personnel, public awareness and education, and assuring the adequacy and availability of sufficient resources to cope with such emergencies. The City is involved in ongoing public education programs. The programs focus on the need of individuals to be knowledgeable about the nature of disasters and proper responses to those disasters. They also encourage citizens to make the necessary preparations for disasters and emergencies.

1.3.3 MITIGATION OVERVIEW

The City of Woodland has taken a number of mitigation measures for each identified hazard to minimize the impact that is likely to result from an emergency. The approved, Yolo County Hazard Mitigation Area plan identifies mitigation efforts to reduce the occurrence and impact of identified hazards in the City of Woodland. As the cost of damage from natural disasters continues to increase nationwide, the City of Woodland recognizes the importance of identifying effective ways to reduce their vulnerability to disastrous events.

For detailed information on the City of Woodland's mitigation strategies, please refer to [County of Yolo Multi-Jurisdictional Hazard Mitigation Plan, City of Woodland Community Profile](#).

1.4 PLANNING ASSUMPTIONS

Certain assumptions were used during the development of this plan. These assumptions translate into basic principles associated with conducting emergency management operations in preparation for, response to, and recovery from major emergencies. In plan development and emergency operations "Assumptions" provide context, requirements, and situational realities.

- Emergencies or disasters may occur at any time, day or night, in populated as well as remote areas of the City of Woodland.
- Major emergencies and disasters will require a multi-agency, multi-jurisdictional response. For this reason, it is essential that the Standardized Emergency Management System and in many cases a Unified Command, be implemented immediately by responding agencies and expanded as the situation dictates.
- The City of Woodland is primarily responsible for emergency actions within the City boundaries and will commit all available resources to save lives, minimize injury to persons and minimize property damage.

- Large-scale emergencies and/or disasters may overburden local resources and necessitate mutual aid from neighboring jurisdictions.
- Large-scale emergencies and/or disasters and the complex organizational structure required to respond to them pose significant challenges in terms of warning and notification, logistics, and agency coordination.
- Major emergencies and/or disasters may generate widespread media and public interest. The media is a partner in large-scale emergencies and/or disasters; this relationship can provide considerable assistance in emergency public information and warning.
- Large-scale emergencies and disasters may pose serious long-term threats to public health, property, the environment, and the local economy. While responding to significant disasters and/or emergencies, all strategic decisions must consider each of these consequences.
- Disasters and/or emergencies may require an extended commitment of personnel and other resources from involved agencies and jurisdictions.
- The Emergency Management Organization is familiar with this plan and with the Standardized Emergency Management System and the National Incident Management System.

It is the City's intent to fulfill the policies described herein, within the capabilities and resources available at the time of an emergency or disaster event.

1.5 WHOLE COMMUNITY APPROACH

The whole community concept is a process by which residents, emergency management representatives, organizational and community leaders, and government officials can understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their resources, capacities, and interests. Engaging in whole community emergency management planning builds a more effective path to societal security and resilience. This plan supports the following whole community principles:

- Understand and meet the needs of the entire community, including people with disabilities and those with other access and functional needs.
- Engage and empower all parts of the community to assist in all phases of the disaster cycle.
- Strengthen what works well in communities on a daily basis.

In keeping with the whole community approach, this plan was developed with the guidance of representatives from the Yolo OA and representatives from City departments and various other stakeholders. The effectiveness of the emergency response is largely predicated on the preparedness and resiliency of the community.

Community Resiliency Consists of Three Key Factors:

1. The ability of first responder agencies (e.g. fire, law and Emergency Medical Services (EMS)) to divert from their day-to-day operations to the emergency effectively and efficiently.

2. The strength of the emergency management system and organizations within the region, to include Emergency Operations Centers (EOCs), mass notification systems and communication systems.
3. The civil preparedness of the region's citizens, businesses and community organizations.

Focusing on enhancing all three of these components constantly focuses the City on improving the region's resiliency.

SECTION 2.0: CONCEPT OF OPERATIONS

2.1 GOALS, PRIORITIES AND STRATEGIES

During the response phase, emergency managers set goals, prioritize actions and outline operational strategies. This plan provides a broad overview of those goals, priorities and strategies, and describes what should occur during each step, when and at whose direction.

2.1.1 OPERATIONAL GOALS

During the response phase, the agencies charged with responsibilities in this plan should focus on the following five goals:

- Mitigate hazards.
- Meet basic human needs.
- Address needs of the People with Access and Functional Needs.
- Restore essential services.
- Support community and economic recovery.

2.1.2 OPERATIONAL PRIORITIES

Operational priorities govern resource allocation and the response strategies for the City of Woodland and its political subdivisions during an emergency. Below are operational priorities addressed in this plan:

- **Save Lives** – The preservation of life is the top priority of emergency managers and first responders and takes precedence over all other considerations.
- **Protect Health and Safety** – Measures should be taken to mitigate the impact of the emergency on public health and safety.
- **Protect Property** – All feasible efforts must be made to protect public and private property and resources, including critical infrastructure, from damage during and after an emergency.
- **Preserve the Environment** – All possible efforts must be made to preserve the environment and protect it from damage during an emergency.

2.1.3 OPERATIONAL STRATEGIES

To meet the operational goals, emergency responders should consider the following strategies:

- **Mitigate Hazards** – As soon as practical, suppress, reduce or eliminate hazards and/or risks to persons and property during the disaster response. Lessen the actual or potential effects and/or consequences of future emergencies.
- **Meet Basic Human Needs** – All possible efforts must be made to supply resources to meet basic human needs, including food, water, shelter, medical treatment and security during the emergency. Afterwards provisions will be made for temporary housing, general needs assistance, and support for re-establishing employment after the emergency passes.

- **Address Needs of People with Access and Functional Needs** – People with access and functional needs are more vulnerable to harm during and after an emergency. The needs of people with access and functional needs must be considered and addressed.
- **Restore Essential Services** – Power, water, sanitation, transportation and other essential services must be restored as rapidly as possible to assist communities in returning to normal daily activities.
- **Support Community and Economic Recovery** – All members of the community must collaborate to ensure that recovery operations are conducted efficiently, effectively and equitably, promoting expeditious recovery of the affected areas.

2.2 PLAN ACTIVATION

The City of Woodland Emergency Operations Plan may be activated by the Director of Emergency Services or designated alternates under any of the following circumstances:

- By order of the Director of Emergency Services as designated by the City of Woodland Municipal Code Chapter 8.6 or as needed on the authority of the Director of Emergency Services or designee based on incident complexity.
- Upon proclamation by the Governor that a STATE OF EMERGENCY exists in an area of the state.
- Automatically on the proclamation of a STATE OF WAR EMERGENCY as defined in the California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code.)
- Upon declaration by the President, of the existence of a National Emergency.
- Automatically, on receipt of an attack warning or actual attack on the United States, or upon occurrence of a catastrophic disaster that requires immediate government response.

2.3 PROCLAIMING AN EMERGENCY

The California Emergency Services Act provides for three types of emergency proclamations in California: (1) Local Emergency, (2) State of Emergency, and (3) State of War Emergency.

Emergency proclamations expand the emergency powers and authorities of the State and its political subdivisions. They also provide a mechanism for unaffected jurisdictions to provide resources and assistance to the affected jurisdictions. Although emergency proclamations facilitate the flow of resources and support to the affected jurisdictions and local government, they are not prerequisite for rendering mutual aid and assistance under existing agreements or requesting assistance from other agencies such as Yolo County, the American Red Cross or the State of California.

2.3.1 LOCAL EMERGENCY PROCLAMATION

A Local Emergency may be recommended by the Director of Emergency Services as specified by City of Woodland Municipal Code Chapter 8.6 and issued within 10 days after the actual occurrence of a disaster if assistance will be requested through CDAA.

A Local Emergency proclaimed by these individuals must be ratified by the Woodland City Council within seven (7) days.

The governing body must review the need to continue the proclamation at least every thirty (30) days until the Local Emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant. A Proclamation is normally made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the City of Woodland, caused by natural, technological or human-caused situations.

The Proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request the Governor proclaim a State of Emergency, if necessary.
- Promulgate or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew within designated boundaries.
- Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements.
- Request state agencies and other jurisdictions to provide mutual aid.
- Require the emergency services of any local official or employee.
- Requisition necessary personnel and materials from any local department or agency.
- Obtain vital supplies and equipment and, if required, immediately commandeer the same for public use.
- Impose penalties for violation of lawful orders.
- Conduct emergency operations without incurring legal liability for performance, or failure of performance. (Note: Article 17 of the Emergency Services Act provides for certain privileges and immunities.)

Request for a California Office of Emergency Services Director's Concurrence: The City of Woodland can request cost reimbursement from the State for certain disaster-related repair costs under the California Disaster Assistance Act following the Proclamation of a Local Emergency. The Director's concurrence with the local proclamation is required for this reimbursement. This step is not required if a Governor's Proclamation of a State of Emergency is received for the same event.

Request for the Governor to Proclaim a State of Emergency: When emergency conditions exceed or have the potential to exceed, local resources and capabilities, local government may request the Governor Proclaim a State of Emergency. The formal request may be included in the original emergency proclamation or as a separate document. The request must be received within ten (10) days of the event. In addition to providing access to reimbursement for eligible disaster related response and recovery expenditures, a Governor's proclamation can facilitate other actions, such as waiver of state regulations impacting response or recovery operations.

- **Initial Damage Estimate (IDE):** The request for a Director's Concurrence or a Governor's Proclamation should include a copy of the proclamation document and

an IDE that estimates the severity and extent of the damage caused by the emergency. An IDE may not be immediately required for sudden emergencies with widespread impacts, emergencies of significant magnitude, or during fast moving emergencies where immediate response assistance is necessary.

- **Analysis of Request:** The California Office of Emergency Services Region reviews the request, the IDE, and makes a recommendation to the Governor through the Director of the California Office of Emergency Services.

2.3.2 PROCLAMATION OF A STATE EMERGENCY

The Governor proclaims a State of Emergency based on the formal request from the City of Woodland City Council and the recommendation of the California Office of Emergency Services. If conditions and time warrant, the Governor drafts and signs a formal State of Emergency Proclamation. The Governor has expanded emergency powers during a proclaimed State of Emergency. The Governor:

- Has the right to exercise police power as deemed necessary, vested in the State Constitution and the laws of California within the designated area.
- Is vested with the power to use and commandeer public and private property and personnel, to ensure all resources within California are available and dedicated to the emergency when requested.
- Can direct all state agencies to utilize and employ personnel, equipment and facilities for the performance of any and all activities designed to prevent or alleviate actual and threatened damage due to the emergency and can direct them to provide supplemental services and equipment to political subdivisions to restore any services in order to provide for the health and safety of the residents of the affected area.
- May make, amend, or rescind orders and regulations during an emergency and temporarily suspend any non-safety-related statutes, ordinances, regulations, or rules that impose restrictions on the emergency response activities.

Governor's Proclamation without a Local Request: A request from the local governing body is not always necessary for the Governor to proclaim a State of Emergency. The Governor can proclaim a State of Emergency if the safety of persons and property in California are threatened by conditions of extreme peril or if the emergency conditions are beyond the emergency response capability and capabilities of the local authorities. This situation is, however, unusual.

2.3.3 PROCLAMATION OF A STATE OF WAR EMERGENCY

In addition to a State of Emergency, the Governor can proclaim a State of War Emergency whenever California or the nation is attacked by an enemy of the United States, or upon receipt by California of a warning from the federal government indicating that such an enemy attack is probable or imminent. The powers of the Governor granted under a State of War Emergency are commensurate with those granted under a State of Emergency.

2.4 PRESIDENTIAL DECLARATIONS

When it is clear that State capabilities will be exceeded, the Governor can request federal assistance, including assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). The Stafford Act authorizes the President to provide financial and other assistance to state and local governments, certain private nonprofit organizations, and individuals to support response, recovery, and mitigation efforts following Presidential emergency or major disaster declarations.

- **Preliminary Damage Assessment:** Upon submission of the request, the Federal Emergency Management Agency coordinates with the State to conduct a Preliminary Damage Assessment and determine if the incident is of sufficient severity to require federal assistance under the Stafford Act. This process could take a few days to a week depending on the magnitude of the incident. The Federal Emergency Management Agency uses the results of the Preliminary Damage Assessment to determine if the situation is beyond the combined capabilities of state and local resources and to verify the need for supplemental federal assistance. The Preliminary Damage Assessment also identifies any unmet needs that may require immediate attention. The Preliminary Damage Assessment may not be required if immediate response assistance is necessary.
- **Federal Analysis of the State's Request:** The Federal Emergency Management Agency Regional Administrator assesses the situation and the request, then makes a recommendation to the President through the Federal Department of Homeland Security on a course of action. The decision to approve the request is based on such factors as the amount and type of damage, the potential needs of the affected jurisdiction and the State, availability of state and local government resources, the extent and type of insurance in effect, recent disaster history and the State's hazard mitigation history.
- **Federal Declarations without a Preliminary Damage Assessment:** If the incident is so severe that the damage is overwhelming and immediately apparent, the President may declare a major disaster immediately without waiting for the Preliminary Damage Assessment process described above.
- **Declaration of Emergency or Major Disaster:** The President of the United States can declare an Emergency or Major Disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5121 et seq.), thereby providing federal government resources to support the States' response and recovery activities. While Presidential Declarations under the Stafford Act release federal resources and funding to support response and recovery, federal agencies may also provide assistance under other authorities or agreements that do not require a Presidential Declaration.

The sequence of activities occurring for the emergency response and the proclamation process is illustrated in [Figure 4 – Response Phase Sequence of Events](#).

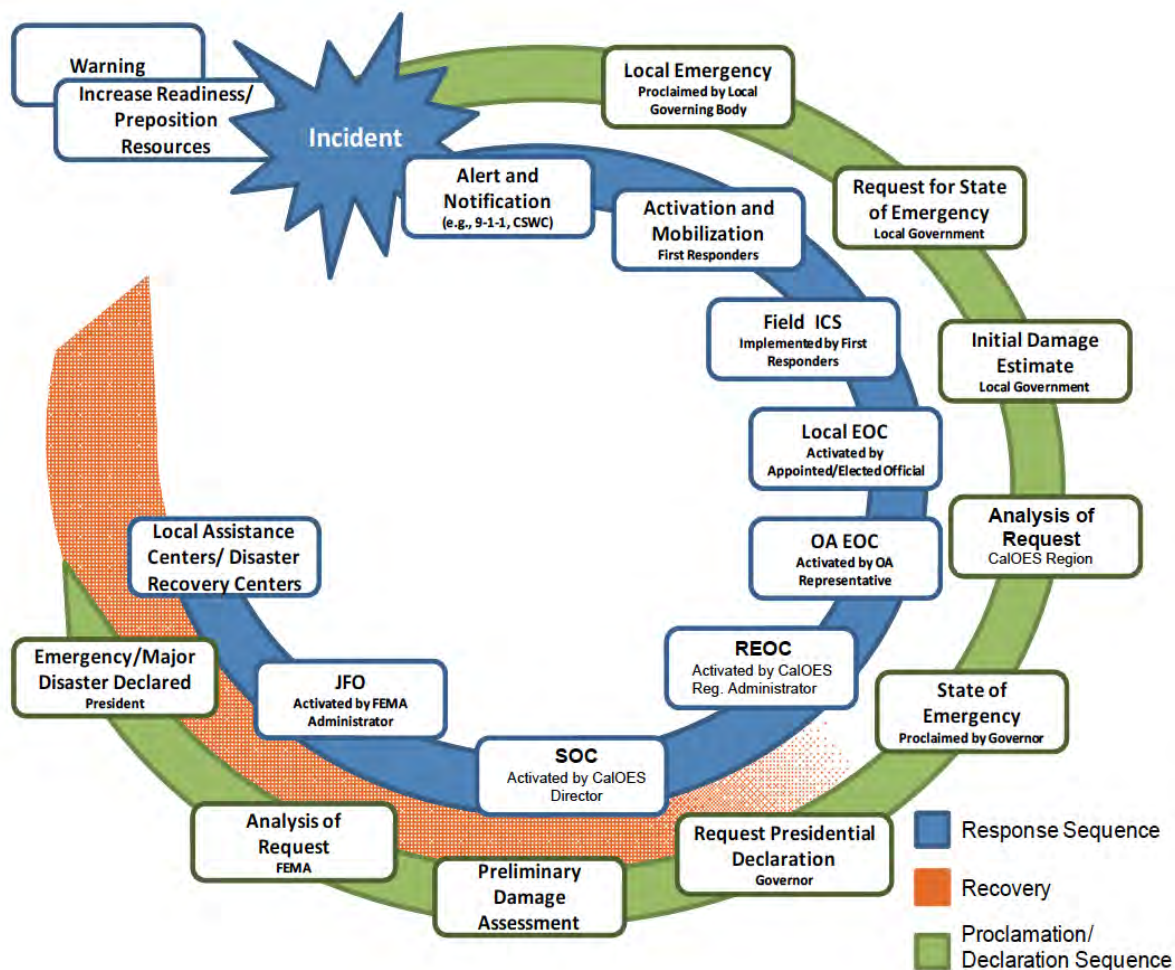


Figure 4 - Response Phase Sequence of Events

2.5 EMERGENCY MANAGEMENT RESPONSE LEVELS

The City of Woodland Emergency Operations Plan will be activated when an emergency occurs or threatens to exceed capabilities to adequately respond to and mitigate an incident(s). The scope of an emergency, rather than the type, will largely determine whether the Emergency Operations Plan and Emergency Operations Center will be activated, and to what level.

For planning purposes, the California Office of Emergency Services has established three "levels" of response to emergencies. The City of Woodland also employs this system to guide local response to emergencies as noted in the table below:

Event/Situation	Activation Level	Minimum Staffing
Events with potential impacts on the health and safety of the public and/or environment	One	EOC Director Other Designees
Severe Weather Issuances		
Significant incidents involving 2 or more departments		
Major wind or rain storm		
Power Outages and Stage 1 and 2 power emergencies		
Two or more large incidents involving 2 or more departments	Two	EOC Director Section Chiefs/Coordinators Branches and Units as appropriate to situation Liaison/Agency Representatives as appropriate Public Information Officer
Major wind or rain		
Major scheduled event		
Large scale power outages and Stage 3 power emergencies		
Hazardous Materials incident involving large scale or possible large scale evacuations		
Events with potential impacts on the health and safety of the public and/or environment	Three	All EOC as appropriate
Major County/City or Regional emergency – multiple departments with heavy resource involvement		
Events with potential impacts on the health and safety of the public and/or environment		

2.5.1 NATIONAL EMERGENCY

In the event of a declared National Emergency, the City Emergency Operations Center could be activated and all elements of local government organized to respond to the indicated threat. A National Emergency may occur due to a real or potential act of terrorism or other catastrophic event that affects the country, including the City of Woodland, Yolo County and surrounding jurisdictions.

For additional information regarding the City of Woodland Emergency Management response and Emergency Operations Center Functions, refer to the ***City of Woodland EOC Support Annex***.

2.6 SEQUENCE OF EVENTS DURING DISASTERS

Two sequences of events are typically associated with disasters: one involves the response and the other involves emergency proclamations. The response sequence generally describes the emergency response activities to save lives, protect property and preserve the environment. This

sequence describes deployment of response teams, activation of emergency management organizations and coordination among the various levels of government. The emergency proclamation sequence outlines the steps to gain expanded emergency authorities needed to mitigate the problem. It also summarizes the steps for requesting state and federal disaster assistance.

2.6.1 BEFORE IMPACT

Routine Monitoring for Alerts, Watches and Warnings: Emergency officials constantly monitor events and the environment to identify specific threats that may affect their jurisdiction and increase awareness level of emergency personnel and the community when a threat is approaching or imminent.

Increased Readiness: Sufficient warning provides the opportunity for response agencies to increase readiness, which are actions designed to increase an agency's ability to effectively respond once the emergency occurs. This includes, but is not limited to:

- Briefing government officials.
- Reviewing plans and procedures.
- Preparing and disseminating information to the community.
- Updating resource lists.
- Testing systems such as warning and communications systems.
- Activating Emergency Operations Centers even if precautionary.

Pre-Impact: When a disaster is foreseen as highly likely, action is taken to save lives and protect property. During this phase, warning systems are activated, resources are mobilized and evacuation begins.

2.6.2 IMMEDIATE IMPACT

During this phase, emphasis is placed on control of the situation, saving lives and minimizing the effects of the disaster. Below is a partial list of actions to be taken:

Alert and Notification: Local response agencies are alerted about an incident by the public through 9-1-1, another response agency, or other method. First responders are then notified of the incident. Upon an alert, response agencies notify response personnel.

Resource Mobilization: Response agencies activate personnel and mobilize to support the incident response. As the event escalates and expands, additional resources are activated and mobilized to support the response. Activation and mobilization continue for the duration of the emergency, as additional resources are needed to support the response. This includes resources from within the County, or, when resources are exhausted, from surrounding unaffected jurisdictions.

Incident Response: Immediate response is accomplished within the City by local responders. First responders arrive at the incident and function within their established field level plans and

procedures. The responding agencies will manage all incidents in accordance with the Incident Command System organizational structures, doctrine and procedures.

Establishing Incident Command: Incident Command is established to direct, order, and/or control resources by virtue of some explicit legal agency or delegated authority at the field level. Initial actions are coordinated through the on-scene Incident Commander. The Incident Commander develops an initial Incident Action Plan, which sets priorities for the incident, assigns resources and includes a common communications plan. If multiple jurisdictions or agencies are involved, the first responders will establish a Unified Incident Command Post to facilitate multijurisdictional and multiagency policy decisions. The Incident Commander may implement an Area Command to oversee multiple incidents that are handled by separate Incident Command System organizations or to oversee the management of a very large or evolving incident that has multiple incident management teams engaged.

Activation of the Multiagency Coordination System: Responding agencies will coordinate and support emergency management and incident response objectives through the development and use of integrated Multiagency Coordination Systems and Multiagency Coordination System Groups. This includes developing and maintaining connectivity capability between the Incident Command Post, local 9-1-1 Centers, local Emergency Operations Centers, Regional Emergency Operations Center, the State Operations Center and federal Emergency Operations Center and National Response Framework organizational elements.

Local Emergency Operations Center Activation (EOC): Local jurisdictions activate their local Emergency Operations Center based on the magnitude or need for more coordinated management of the emergency. When activated, local EOCs help form a common operating picture of the incident by collecting, analyzing and disseminating emergency information. The local Emergency Operations Center can also improve the effectiveness of the response by reducing the amount of external coordination of resources by the Incident Commander by providing a single point of contact to support multiagency coordination. When activated the local Emergency Operations Center notifies the Operational Area lead that the local Emergency Operations Center has been activated.

Communications between field and the Emergency Operations Center: When a jurisdiction Emergency Operations Center is activated, communications and coordination are established between the Incident Commander and the Department Operations Center to the Emergency Operations Center, or between the Incident Commander and the Emergency Operations Center.

Operational Area Emergency Operations Center Activation: If one or more Local EOCs are activated, or if the event requires resources outside the affected jurisdiction, the Operational Area Emergency Operations Center activates. The Operational Area Emergency Operations Center also activates if a Local Emergency is proclaimed by the affected local government. The Operational Area Emergency Operations Center then coordinates resource requests from the affected jurisdiction to an unaffected jurisdiction, or if resources are not available within the Operational Area, forwards the resource request to the Regional Emergency Operations Center and mutual aid coordinators.

Regional Emergency Operations Center Activation: Whenever an Operational Area Emergency Operations Center is activated the California Office of Emergency Services Regional Administrator will activate the Regional Emergency Operations Center within the affected region and notifies the California Office of Emergency Services Headquarters. The Regional Emergency Operations Center will then coordinate resource requests from the affected Operational Area to unaffected Operational Areas within the affected region, or, if resources are not available within the affected region, resource requests are forwarded to the State Operations Center for coordination.

State Level Field Teams: The State may deploy Field Teams (Emergency Services Regional Staff) to provide situation reports on the disaster to the Regional Emergency Operations Center in coordination with the responsible Unified Command.

State Operations Center Activation: The State Operations Center is activated when the Regional Emergency Operations Center activates in order to:

- Continuously monitor the situation and provide situation reports to brief state officials as appropriate.
- Process resource requests between the affected regions, unaffected regions and state agency Department Operation Centers.
- Process requests for federal assistance and coordinate with Federal Incident Management Assistance Teams when established.
- Coordinate interstate resource requests as part of the Emergency Management Assistance Compact or Interstate Disaster and Civil Defense Compact.
- The State Operations Center may also be activated independently of a Regional Emergency Operations Center to continuously monitor emergency conditions.

Joint Information Center Activation: Where multiple agencies are providing public information, the lead agencies will work together to analyze the information available and provide a consistent message to the public and the media. Where practical, the agencies will activate a Joint Information Center to facilitate the dissemination of consistent information.

Department Operations Center Activation: Each state agency may activate a Department Operations Center to manage information and resources assigned to the incident. If a Department Operations Center is activated, an agency representative or liaison may be deployed to facilitate information flow between the two facilities.

Federal Emergency Management Agency Regional Response Coordination Center Activation: The Federal Emergency Management Agency Regional Response Coordination Center may deploy a liaison or Incident Management Assistance Team to the State Operations Center to monitor the situation and provide situational awareness to federal officials.

2.6.3 SUSTAINED OPERATIONS

As the emergency situation continues, further emergency assistance is provided to victims of the disaster and efforts are made to reduce the likelihood of secondary damage. If the situation

demands, mutual aid is provided, as well as activities such as search and rescue, shelter and care, and identification of victims.

2.6.4 *TRANSITION TO RECOVERY*

As the initial and sustained operational priorities are met, emergency management officials consider the recovery phase needs. Short-term recovery activities include returning vital life support systems to minimum operating standards. Long-term activity is designed to return to normal activities. Recovery planning should include reviews of ways to avert or mitigate future emergencies. During the recovery phase, damage is assessed, Local Assistance Centers and/or Disaster Recovery Centers are opened and hazard mitigation surveys are performed.

Local Assistance Centers: Local governments open Local Assistance Centers to assist communities by providing a centralized location for services and resource referrals for unmet needs following a disaster or significant emergency. Local, state and federal agencies, as well as non-profit and voluntary organizations normally staff and support the Local Assistance Center. The Local Assistance Center provides a single facility at which individuals, families and businesses can access available disaster assistance programs and services. As more federal resources arrive, a federal Disaster Recovery Centers may be collocated with the state/local Local Assistance Centers.

Joint Field Office: The State coordinates with the Federal Emergency Management Agency as necessary to activate a Joint Field Office to coordinate federal support for the emergency. The State will appoint a State Coordinating Officer to serve as the state point of contact. A Federal Coordinating Officer is appointed upon a Presidential Declaration of an Emergency or Major Disaster.

Demobilization: As resources are no longer needed to support the response, or the response activities cease, resources are demobilized. Demobilization includes provisions to address and validate the safe return of resources to their original location and include processes for resource tracking and ensuring applicable reimbursement. Where applicable, the demobilization should include compliance with mutual aid and assistance provisions. For more information on the Recovery effort before, during and after a disaster, refer to the *Yolo Operational Area Recovery Support Annex*.

2.7 CONTINUITY OF OPERATIONS AND GOVERNMENT

A critical component of the City emergency management strategy involves ensuring that government operations will continue during and after a major emergency or disaster. The ability to maintain essential government functions, including the continuity of lawfully constituted authority is a responsibility that must be provided for to the greatest extent possible.

A major disaster could result in great loss of life and property, including the death or injury of key government officials, the partial or complete destruction of established seats of government, and/or the destruction of public and private records essential to continued operations of government and industry.

In the aftermath of a major disaster, during the reconstruction period, law and order must be preserved and, so far as possible, government services must be maintained. The civil government can best complete these services. To this end, it is particularly essential that the local units of government continue to function.

Applicable portions of the California Government Code and the State Constitution provide authority for the continuity and preservation of state and local government.

For additional information regarding the City of Woodland Continuity of Operations and Continuity of Government, refer to the ***City of Woodland COOP/COG Support Annex***.

SECTION 3.0: ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

For the City of Woodland, this basic plan establishes the operational organization that is relied on to respond to an emergency situation. This plan includes a list of the kinds of tasks to be performed, by position and organization.

The City of Woodland uses the Standardized Emergency Management System, the National Incident Management System and the Incident Command System and has elected to use the Federal Emergency Support Function format to be consistent with the National Response Framework concepts and to be coordinated with other jurisdictional partners within Yolo County. Specific functional and/or hazard specific responsibilities are detailed in those support, emergency function or hazard specific annexes.

3.1 SUPPORTING PLAN DEVELOPMENT

Each element of the Emergency Management Organization is responsible for assuring the preparation and maintenance of appropriate response plans and current Standard Operating Procedures resource lists and checklists that detail how assigned responsibilities will be performed to support implementation of this plan and to ensure successful response during a major disaster.

Elements to be addressed in Standard Operating Procedures are:

- Arrangements for the provision of direction and control within the department/agency.
- Specific emergency authorities that may be assumed by a designated successor during emergency situations.
- Circumstances under which successor emergency authorities would become effective, and when they would be terminated.
- Current internal personnel notification/recall rosters and procedures to implement them. This should include a 24-hour communication system with the capability to notify and call-out personnel designated by the agency for emergency response.
- Designation and establishment of a work/control/dispatch center or Department Operations Center to manage organizational resources and response personnel and, to maintain contact with the Emergency Operations Center during emergencies.
- Designation of a representative to report to the Emergency Operations Center during an emergency to advise decision makers and coordinate the agency's response efforts with other responding entities.
- Reporting of appropriate information (casualties, damage observations, evacuation status, shelter status, chemical exposure, etc.) to the Emergency Operations Center during an emergency.
- Support of cleanup and recovery operations during disasters.
- Training of assigned response staff to perform emergency functions.

3.2 CITY DEPARTMENT/ALLIED AGENCY EOC ORGANIZATION ASSIGNMENTS

In the event of an Emergency Operations Center activation, each City department and selected allied agencies are assigned specific functions to support emergency management operations. These assignments may involve direct participation within the Emergency Operations Center or provide indirect support. See the Responsibility Matrix on the following page for Primary and Support roles for each City department or organization.

	City of Woodland								Support Agencies/Jurisdictions						
	Administrative Services	Fire Department	Police Department	Community Development	Community Services	Finance	Public Works	Library	Yolo County Transportation District	Woodland Joint Unified School District	Reclamation Districts	Pacific Gas & Electric	Yolo Emergency Communications Agency	American Red Cross	Yolo Operational Area
ESF1 - Transportation					S		P		S	S					
ESF2 - Communications		P	P										P		
ESF3 - Public Works & Engineering				P			P				S				S
ESF4 - Firefighting		P													
ESF5 - Information & Planning	S	P		P											S
ESF6 - Mass Care					P				S	S				S	S
ESF7 - Logistics	S				P		S								
ESF8 - Public Health & Medical															P
ESF9 - Search & Rescue		P	P												S
ESF10 - Oil & Hazmat		P													S
ESF 11 - Ag & Natural Resources															P
ESF12 - Energy												P			
ESF13 - Public Safety & Security			P												
ESF14 - Long Term Recovery	S			S		P									S
ESF15 - External Affairs	P							P							S

P=Primary
S=Support

Figure 5 - Emergency Support Function Responsibility Matrix

3.2.1 DIRECTOR OF EMERGENCY SERVICES

As defined by the City of Woodland Municipal Code Chapter 8.5, the City Manager is the Director of Emergency Services and also serves as the Emergency Operations Center Director. If the Director is unavailable, the Assistant Director of Emergency Services who is appointed by the Director will assume the role.

Within the City of Woodland government organization, the City Manager is responsible to the City Council for the City's Emergency Management program and has the authority to implement the program goals. The City Manager has delegated this responsibility to the Fire Chief. The City has taken the necessary steps and has directed the Fire Chief to perform the overall emergency management program coordination and day-to-day emergency management functions and activities.

3.3 ORGANIZATION OF EMERGENCY MANAGEMENT

As described previously in Section 3.0, the City of Woodland prescribes to the following functions:

3.3.1 FEDERAL EMERGENCY SUPPORT FUNCTIONS

The National Incident Management System identifies through its National Response Framework fifteen (15) Emergency Support Functions. The ESFs provide the structure for coordinating Federal interagency support for a Federal response to an incident. They are mechanisms for grouping functions most frequently used to provide Federal support to State and Federal-to-Federal support, both for declared disasters and emergencies under the Stafford Act and for non-Stafford Act incidents.

3.3.2 CALIFORNIA EMERGENCY FUNCTIONS

The State Emergency Plan establishes the California Emergency Functions as a key component of California's system for all-hazards emergency management. The California Office of Emergency Services initiated the development of the California Emergency Functions in cooperation with California's emergency management community including federal, state, tribal, and local governments, public/private partners and other stakeholders to ensure effective collaboration during all phases of emergency management. The development of the California Emergency Functions involves the organization of the participating stakeholders and gradual development of emergency function components. This development also includes a process to maintain each of the California Emergency Functions as a permanent component of California's emergency management system.

A comparison of Federal Emergency Support Functions and California Emergency Functions is found in [**Figure 6 - Federal Emergency Support Function/State Emergency Functions Comparison**](#).

3.3.3 YOLO COUNTY EMERGENCY SUPPORT FUNCTIONS

The Yolo Operational Area maintains the 15 Emergency Support Function Annex Executive Summaries for all partners within the Joint Emergency Management Services Agreement to follow the federal standard. The City of Woodland contributes to and operates under the Operational Area's Emergency Support Function Annexes for the purposes of interoperability, consistency and coordination between all Emergency Management and Emergency Response entities throughout Yolo County. California Emergency Functions identified that do not have corresponding Emergency Support Functions from the Federal government are maintained as Support Annexes applicable to all Yolo Operational Area partners.

Federal Emergency Support Function	California Emergency Function
ESF #1 Transportation	CA-EF #1 Transportation
ESF #2 Communications	CA-EF #2 Communications
ESF #3 Public Works and Engineering	CA-EF #3 Construction and Engineering
ESF #4 Firefighting; ESF #9 Search & Rescue ¹	CA-EF #4 Fire and Rescue
ESF #5 Information and Planning	CA-EF #5 Management
ESF #6 Mass Care, Emergency Assistance, Temporary Housing & Human Assistance	CA-EF #6 Care and Shelter
ESF #7 Logistics	CA-EF #7 Resources
ESF #8 Public Health & Medical Services	CA-EF #8 Public Health and Medical
ESF #9 Search and Rescue	CA-EF #9 – Merged into EF# 4 & EF #13 (2013)
ESF #10 Oil and Hazardous Materials	CA-EF #10 Hazardous Materials
ESF #11 Agriculture & Natural Resources	CA-EF #11 Food & Agriculture
ESF #12 Energy	CA-EF #12 Utilities
ESF #13 Public Safety & Security; ESF #9 Search & Rescue ¹	CA-EF #13 Law Enforcement
ESF #14 –Superseded by the National Disaster Recovery Framework	CA-EF #14 Long-Term Recovery
ESF #15 External Affairs	CA-EF #15 Public Information

¹ Responsibility for ESF #9 is share between Fire and Law response operations and is dependent on the type of search & rescue required during the incident.

N/A	CA-EF #16 Evacuation – Merged into EF#13
N/A	CA-EF #17 Volunteer and Donations Management
N/A	CA-EF #18 Cybersecurity

Figure 6 - Federal ESF/State EF Comparison

3.4 ROLE OF PRIVATE SECTOR

3.4.1 WOODLAND RESIDENTS

The residents of Woodland are the primary beneficiaries of the City's emergency management system. At the same time, residents play an important role in emergency management by ensuring that they and their families are prepared for disasters. Before an emergency, residents can assist the emergency management effort by taking first aid training, maintaining supplies and being prepared to evacuate or shelter in-place for several days.

Many residents join disaster volunteer programs such as Community Emergency Response Teams and remain ready to volunteer or support emergency response and recovery efforts. During an emergency, residents should monitor emergency communications and carefully follow directions from authorities. By being prepared, residents can better serve their family, their community and reduce demands on first responders.

3.4.2 POPULATIONS WITH ACCESS AND FUNCTIONAL NEEDS

Populations with access and functional needs include those members of the community that may have additional needs before, during, and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care.

Individuals in need of additional response assistance may include those who:

- Have disabilities – temporary and/or lifelong;
- Live in institutionalized settings;
- Are elderly;
- Are unaccompanied children;
- Are from diverse cultures;
- Have limited English proficiency or are non-English speaking;
- Have sight or hearing losses (impairments);
- Are transportation dis-advantaged; or,
- Other situations that would require assistance.

Lessons learned from recent emergencies concerning people with disabilities and older adults have shown that the existing paradigm of emergency planning, implementation and response must change to meet the needs of these groups during an emergency. These lessons show four areas that are repeatedly identified as most important to people with disabilities and older adults:

- **Communications and Public Information** – Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or deaf/blind.
- **Evacuation and Transportation** – Evacuation plans must incorporate disability and older adult transportation providers for identifying and the movement of people with mobility impairments and those with transportation disadvantages.
- **Sheltering** – Care and shelter plans must address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters.
- **Americans with Disabilities Act** - When shelter facilities are activated, the State will work with local officials to ensure they accommodate the provisions of the Americans with Disabilities Act.

3.4.3 AT-RISK INDIVIDUALS

Another perspective is to consider the needs of people who are not in contact with traditional emergency service providers. These people may feel they cannot comfortably or safely access and use the standard resources offered in preparedness, response and recovery. These include, but are not limited to individuals who are:

- Homeless.
- Without transportation.
- Out of hearing range of community alert sirens / systems.
- Without radio or television to know they need to take action.
- Without access to telephones.
- Visiting or temporarily residing in an impacted region.
- Not familiar with available emergency response and recovery resources.
- Limited in their understanding of English.
- Geographically or culturally isolated.

3.4.4 BUSINESSES

Much of Woodland's critical infrastructure is owned or maintained by businesses and must be protected during a response to ensure a quick and complete recovery from an emergency. These same businesses provide valuable resources before, during and after an emergency, as well as play a critical role in meeting the needs of those impacted by an emergency.

Target Hazards: Some key industries are potential targets for terrorist attacks and must institute measures to prevent attacks and protect their infrastructure and the surrounding community. This requires businesses to coordinate with local, state, and federal governments to ensure that their emergency plans are integrated with government plans.

Hazardous Materials Area Plans: Some industries are required by law or regulation to have emergency operations procedures to address a variety of hazards. The *California Office of Emergency Services Hazardous Materials Program* requires businesses that handle hazardous materials that meet certain quantity or risk thresholds must submit Business Program Plans and

Risk Management Plans to the Yolo County Certified Unified Program Agency or Administering Agency. The Administering Agency can then develop Hazardous Materials Area Plans to respond to a release of hazardous material within Yolo County.

Business Emergency Plans: This plan recommends that all businesses develop comprehensive emergency plans that include employee injury and illness prevention programs, business resumption and continuity of operations elements. A comprehensive business emergency plan can assist the business and the community at-large by providing:

- Information to the employees to protect themselves and their families from the effects of likely emergencies.
- A business emergency organization with identified positions having clear and specific emergency roles, responsibilities, delegated authority and identified successors.
- An identification of actions necessary to protect company property and records during emergencies.
- A listing of critical products and services.
- Production shutdown procedures.
- A company command post.
- Alternate work sites.
- Methods and channels of communication.
- Contacts with local emergency management officials.
- A method to provide and accept goods and services from other companies.

Business Operations Centers: This plan also promotes the use of business operations centers to enhance public and private coordination. Local governments can effectively coordinate with businesses by establishing a business operations center that is linked to their existing emergency operations center.

3.4.5 VOLUNTEER ORGANIZATIONS

Woodland recognizes the value and importance of organizations that perform voluntary services in their community. These organizations have resources, which can augment emergency response and recovery efforts. Some examples of voluntary organizations in Woodland are the following:

- American Red Cross.
- Woodland Volunteers in Policing Program.
- Armature Radio Groups within Yolo County

3.4.6 PUBLIC-PRIVATE PARTNERSHIPS

The private sector provides valuable assistance and resources to support emergency response and recovery activities. The goal of the Public-Private Partnership is to advise on:

- Appropriate agreements to provide for quick access to emergency supplies and essential services in order to minimize the need to stockpile such supplies during normal times.
- Logistic measures required to quickly deliver needed supplies and services to affected areas.
- Methods to utilize non-profit and private sector capabilities to increase the surge capacity of local agencies responding to emergencies.
- Methods to promote the integration of the non-profit and private sectors into the emergency services system so that people can be better informed and prepared for emergencies.
- Systems that aid business and economic recovery after an emergency.

SECTION 4.0: DIRECTION, CONTROL AND COORDINATION

4.1 DIRECTION AND CONTROL

The City of Woodland is responsible for coordinating the resources, strategies and policy for any event in the City that exceeds the capacity of field responders. Tactical control remains the responsibility of field Incident Commanders at all time. The City Manager, working through the mechanisms of the Emergency Operations Center, provides direction and control over the coordination of multi department and multi-jurisdictional resources to support the field responders. Policy decisions may be made by the Emergency Operations Center Director that is staffed by the City Manager or designee.

4.2 COORDINATION

The City of Woodland Emergency Operations Center will coordinate resource requests from the field and other jurisdictions within the City. If requests exceed the supply, the Emergency Operations Center will provide resources based on established priorities.

If resources are not available within the City, requests will be made to the Yolo Operational Area Emergency Operations Center. The Yolo Operational Area Emergency Operations Center will coordinate resources obtained from within the operational area. If resources are not available in the operational area, they will request from the Inland Region Regional Emergency Operations Center located in Sacramento, CA. The Regional Emergency Operations Center will coordinate resources obtained from the operational areas throughout the region. If resources are not available in the region, they will request from the State Operations Center located in Mather, CA. If the state cannot supply the resource, they will request from Federal Emergency Management Agency and other federal agencies.

4.3 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

The Standardized Emergency Management System is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. The Standardized Emergency Management System is required by the California Emergency Services Act for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. The Standardized Emergency Management System incorporates the use of the Incident Command System, California Disaster and Civil Defense Master Mutual Aid Agreement, the Operational Area concept and multiagency or inter-agency coordination. State agencies are required to use the Standardized Emergency Management System and local government entities must use the Standardized Emergency Management System in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

4.3.1 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM ORGANIZATION LEVELS

There are five Standardized Emergency Management System organizational levels, as illustrated in [Figure 7 - Standardized Emergency Management System Organization Levels](#).

State – The State Level of the Standardized Emergency Management System prioritizes tasks and coordinates state resources in response to the requests from the Regional Level and coordinates mutual aid among the mutual aid regions and between the Regional Level and State Level. The State Level also serves as the coordination and communication link between the state and the federal emergency response system. The State Level requests assistance from other state governments through the Emergency Management Assistance Compact and similar interstate compacts/agreements and coordinates with the Federal Emergency Management Agency when federal assistance is requested. The State Level operates out of the State Operations Center.

At the **Federal Level**, the National Response Framework identifies the methods and means for federal resources to provide support to the state and local government. Federal resources would be accessed via the Standardized Emergency Management System process through the mutual aid region and State Operations Center.



**Figure 7 - Standardized
Emergency Management
System Organization Levels**

Region – The Regional Level manages and coordinates information and resources among Operational Areas within the mutual aid region and also between the Operational Area and the State Level. The Regional Level also coordinates overall state agency support for emergency response activities within the region. California is divided into three Administrative Regions – Inland, Coastal and Southern – which are further divided into six mutual aid regions. The Regional Level operates out of the Regional Emergency Operations Center. [See Figure 10 – California Mutual Aid Regions.](#)

Operational Area – An Operational Area is the intermediate level of the state's emergency management organization, which encompasses a county's boundaries, and all political subdivisions located within that county, including special districts. The Operational Area facilitates and/or coordinates information, resources and decisions regarding priorities among local governments within the Operational Area. The Operational Area serves as the coordination and communication link between the Local Government Level and Regional Level. State, federal and tribal jurisdictions in the Operational Area may have statutory authorities for response similar to that at the local level.

Local Government (City of Woodland) – The Local Government Level includes cities, counties and special districts. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. Local governments are required to use the Standardized Emergency Management System when their Emergency Operations Center is activated or a local emergency is declared or proclaimed in order to be eligible for state reimbursement of response-related costs.

Field – The Field Level is where emergency response personnel and resources, under the command of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat.

4.3.2 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM FUNCTIONS

Standardized Emergency Management System requires that every emergency response involving multiple jurisdictions or multiple agencies include the five functions identified in [Figure 8 - Standardized Emergency Management System Functions](#). These functions must be applied at each level of the Standardized Emergency Management System organization.

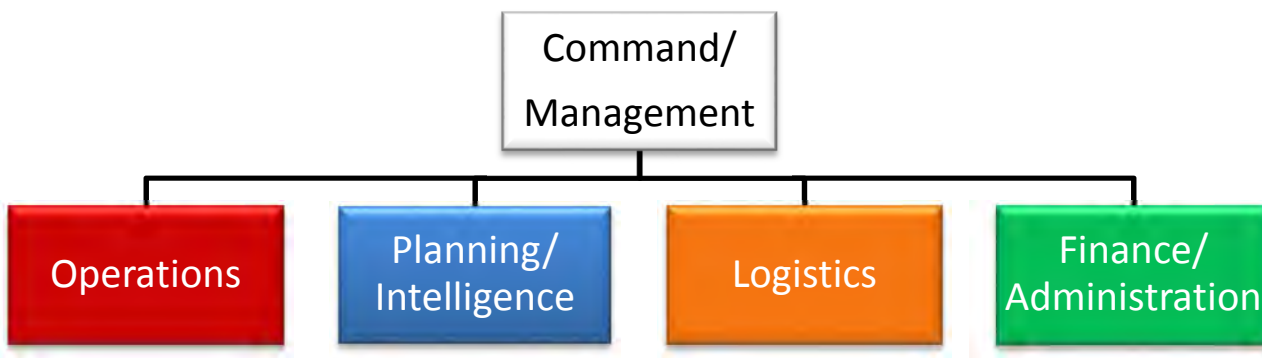


Figure 8 – Standardized Emergency Management System Functions

Command/Management: Command is responsible for the directing, ordering, and/or controlling of resources at the field response level. Management is responsible for overall emergency policy and coordination at the Standardized Emergency Management System Emergency Operations Center levels. Command and Management are further discussed below:

- **Command:** A key concept in all emergency planning is to establish command and tactical control at the lowest level that can perform that role effectively in the organization. In the Incident Command System the Incident Commander, with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The Incident Commander must respond to higher authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization up to the agency or department executive. This relationship provides an operational link with policy executives who customarily reside in the Department Operations Center or the Emergency Operations Center, when activated.
- **Management:** The Emergency Operations Center serves as a central location from which multiple agencies or organizations coordinate information collection and evaluation, priority setting and resource management. Within the Emergency Operations Center, the Management function:
 - Facilitates multiagency coordination and executive decision making in support of the incident response
 - Implements the policies established by the governing bodies
 - Facilitates the activities of the Multiagency Coordination Group

Operations: Responsible for coordinating and supporting all jurisdictional operations supporting the response to the emergency through implementation of the organizational level's Action Plans. At the Field Level, the Operations Section is responsible for the coordinated tactical response directly applicable to, or in support of the objectives in accordance with the Incident Action Plan. In the Emergency Operations Center, the Operations Section Coordinator/Chief manages functional coordinators who share information and decisions about discipline-specific operations.

Logistics: Responsible for providing facilities, services, personnel, equipment and materials in support of the emergency. Unified ordering takes place through the Logistics Section Ordering Managers to ensure controls and accountability over resource requests. As needed, Unit Coordinators are appointed to address the needs for communications, food, medical, supplies, facilities and ground support.

Planning/Intelligence: Responsible for the collection, evaluation and dissemination of operational information related to the incident for the preparation and documentation of the Incident Action Plan at the Field Level or the Action Plan at an Emergency Operations Center. Planning/Intelligence also maintains information on the current and forecasted situation and on the status of resources assigned to the emergency or the Emergency Operations Center. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems priorities, compile and maintain documentation, conduct advance planning, manage technical specialists and coordinate demobilization.

Finance/Administration: Responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other functions. As needed, Unit Leaders are appointed to record time for incident or Emergency Operations Center personnel and hired equipment, coordinate procurement activities, process claims and track costs.

The field and Emergency Operations Center functions are further illustrated in [Figure 9 - Comparison of Field and Emergency Operations Center Standardized Emergency Management System Functions.](#)

Primary SEMS Function	Field Level	EOCs
Command/ Management	Command is responsible for directing, ordering, and/or controlling of resources.	Management is responsible for facilitation of overall policy, coordination and support of the incident.
Operations	The coordinated tactical response of all field operations in accordance with the Incident Action Plan.	The coordination of all jurisdictional operations in support of the response to the emergency in accordance with the Emergency Operations Center Action Plan.
Planning/Intelligence	The collection, evaluation, documentation and use of intelligence related to the incident.	Collecting, evaluating and disseminating information and maintaining documentation relative to all jurisdiction activities.
Logistics	Providing facilities, services, personnel, equipment and materials in support of the incident.	Providing facilities, services, personnel, equipment and materials in support of all jurisdiction activities as required.
Finance/ Administration	Financial and cost analysis and administrative aspects not handled by the other functions.	Responsible for coordinating and supporting administrative and fiscal consideration surrounding an emergency incident.

Figure 9 - Comparison of Field and EOC SEMS Functions

4.4 NATIONAL INCIDENT MANAGEMENT SYSTEM

The terrorist attacks of September 11, 2001, illustrated the need for all levels of government, the private sector, and nongovernmental agencies to prepare for, protect against, respond to, and recover from a wide spectrum of events that exceed the capabilities of any single entity. These events require a unified and coordinated national approach to planning and to domestic incident management. To address this need, the President signed a series of Homeland Security Presidential Directives (HSPDs) that were intended to develop a common approach to preparedness and response. Two Policy Directives that are of particular importance to emergency planners:

- HSPD-5, Management of Domestic Incidents: identifies steps for improved coordination in response to incidents. It requires the Department of Homeland Security to coordinate with other federal departments and/or agencies and state, local, and tribal governments to establish a National Response Framework and a National Incident Management System.
- PPD-8, National Preparedness: describes the way federal departments and agencies will prepare. It requires DHS to coordinate with other federal departments and agencies—and with state, local, and tribal governments to develop a National Preparedness Goal.

Together, the National Incident Management System, National Response Framework, and the National Preparedness Goal define what needs to be done to prevent, protect against, respond to, and recover from a major event; and how well it needs to be done. These efforts align federal, state, local, and tribal entities; the private sector; and nongovernmental agencies to provide an effective and efficient national structure for preparedness, incident management, and emergency response.

The National Incident Management System structure provides a consistent framework for incident management at all jurisdictional levels, regardless of the cause, size, or complexity of the incident. Building on the Incident Command System and the National Incident Management System provides the nation's first responders and authorities with the same foundation for incident management for terrorist attacks, natural disasters, and all other emergencies. The National Incident Management System structure requires the institutionalization of the Incident Command System and its use to manage all domestic incidents.

The National Incident Management System structure integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines. Six major components make up the National Incident Management System system's approach:

- Command and Management.
- Preparedness.
- Resource Management.
- Communications and Information Management.
- Supporting Technologies.
- Ongoing Management and Maintenance.

4.5 MUTUAL AID

California's emergency assistance is based on a statewide mutual aid system designed to ensure that additional resources are provided to the state's political subdivisions whenever their own resources are overwhelmed or inadequate. The basis for this system is the *California Disaster and Civil Defense Master Mutual Aid Agreement*, which is entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies to assist each other by providing resources during an emergency. The agreement obligates each signatory entity to provide aid to each other during an emergency without expectation of reimbursement. Under specific conditions, federal and state monies may be appropriated to reimburse public agencies that aid other jurisdictions. If other agreements, memoranda and contracts are used to provide assistance for consideration, the terms of those documents may affect disaster assistance eligibility and local entities may only be reimbursed if funds are available. This plan promotes the establishment of emergency assistance agreements between public and private sector agencies at all levels.

There are four approved, formal Mutual Aid Systems in California. Those systems are:

- Fire and Rescue.
- Law Enforcement.
- Coroner.
- Emergency Management (resources not covered by the other three systems).

Other informal mutual aid involves, but is not limited to the interchange of:

- Public Information.
- Medical and Health.
- Communications.
- Transportation Services.
- Facilities.
- Hazardous Materials Mutual Aid System.
- Volunteer and Private agencies.

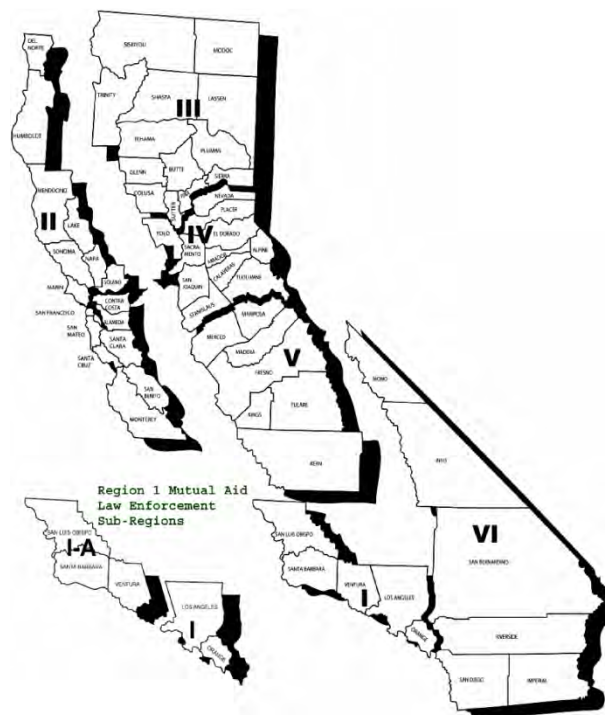


Figure 10 – California Mutual Aid Regions

California is divided into six mutual aid regions, which are subdivisions of the state emergency services organization established to facilitate the coordination of mutual aid and other emergency operations within an area of the State consisting of two or more Operational Areas. A map of the Regions is shown in [Figure 10 – California Mutual Aid Regions](#). The City of Woodland is located in Mutual Aid Region IV.

4.5.1 MUTUAL AID COORDINATION

Formal mutual aid requests will follow specified procedures and are processed through pre-identified mutual aid coordinators. Mutual aid requests will follow discipline-specific chains (i.e. fire, law enforcement, emergency manager, etc.) from one level of government to the next. The mutual aid coordinator receives the mutual aid request and coordinates the provision of resources from within the coordinator's geographic area of responsibility. In the event resources are unavailable at one level of government, the request is forwarded to the next higher level of government to be filled.

Field Level Requests: Requests for Master Mutual Aid Agreement resources originate from the Field Level and are managed by the Incident Commander. If the Incident Commander is unable to obtain the resource through existing local channels, the request is elevated to the next successive government level until obtained or cancelled.

Local Government Request: Local jurisdictions are responsible for the protection of life and property within the municipal geographic boundaries. The local jurisdiction where the incident occurred should assess its resource inventory and existing local agreements to determine if the

requested resource is available. When locally committed resources are exhausted and mutual aid is needed, the local official will request assistance from the Operational Area Mutual Aid Coordinator.

Operational Area Requests: The Operational Area is a composite of its political subdivisions, (i.e. municipalities, contract cities, special districts and county agencies). The Operational Area Mutual Aid Coordinator assesses the availability of resources within the Operational Area and fulfills the resource request based upon that assessment. In the event resources are unavailable at the Operational Area level, the request is forwarded to the responsible Region Mutual Aid Coordinator to be filled.

Region Level Requests: The state is geographically divided into six Mutual Aid Regions. For Law Enforcement Mutual Aid, Region I is divided into two sub-regions. Each Mutual Aid Region is comprised of multiple Operational Areas and has a Regional Mutual Aid Coordinator. The Region Mutual Aid Coordinator is granted the authority to coordinate the mutual aid response of discipline-specific resources within the Region to support a mutual aid request by a jurisdiction also within the Region. In the event resources are unavailable at the Region Level, the request is forwarded to the State Mutual Aid Coordinator to be filled.

State Level Requests: On behalf of the Governor, the Director of the California Office of Emergency Services has the responsibility for coordination of state mutual aid resources in support of local jurisdictions during times of emergency. The Director will analyze and coordinate the request by forwarding the request to an unaffected Regional Emergency Operations Center or tasking an appropriate state agency to fill the need.

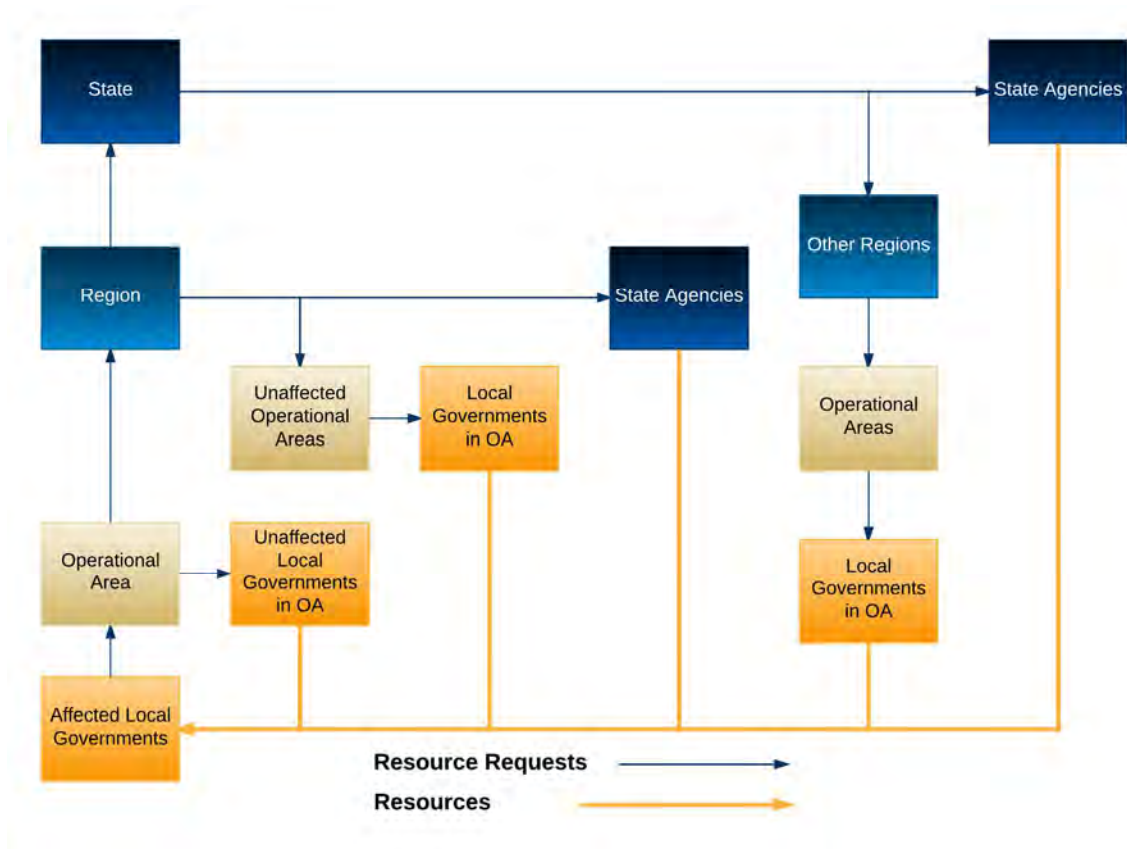


Figure 11 - Flow of Requests and Resources

For additional information regarding the City of Woodland Emergency Operations Center Functions, refer to the *City of Woodland EOC Support Annex*.

SECTION 5.0: INFORMATION COLLECTION AND DISSEMINATION

5.1 ACTION PLANNING

The use of Action Plans in the Woodland Emergency Operations Center provides a clear and measurable process for identifying objectives and priorities for a given event. Action Planning is an important management tool that involves:

- Process for identifying priorities and objectives for emergency response or recovery efforts.
- Plans which document the priorities and objectives, and the tasks and personnel assignments associated with meeting the objectives.

The Action Planning process should involve the Emergency Operations Center Director and Section Chiefs (one from each Section), along with other Emergency Operations Center staff, as needed, such as agency representatives.

5.1.1 PLANNING REQUIREMENTS

The initial Emergency Operations Center Action Plan may be a verbal plan that is developed during the first hour or two following Emergency Operations Center activation. A verbal plan may also be utilized for incidents involving a limited scope, short duration (less than 12 hours) and/or a limited number of response personnel. An Emergency Operations Center Action Plan shall be developed whenever the Emergency Operations Center is activated, either partially or fully. A written Emergency Operations Center Action Plan is required whenever:

- Two or more agencies are involved in the response.
- The incident overlaps more than one operational period.
- All Emergency Operations Center functions are fully staffed.

The Emergency Operations Center Action Plan addresses a specific operational period, which may vary in length from a few hours to days depending on the circumstances. The plan should be regularly reviewed and evaluated throughout the operational period, and revised or updated as warranted.

5.2 EMERGENCY OPERATIONS CENTER REPORTING

Information may be sent to City departments, Emergency Operations Center personnel, the Yolo Operational Area and other key agencies using the City's Emergency Operations Center reporting system, OASIS, radio, telephone, email, internet or fax. Regardless of the method of communication, all data should be verified prior to transmission. If unverified data must be transmitted, it should be clearly designated as unconfirmed information. The Woodland Emergency Operations Center should transmit reports identified in the ***City of Woodland EOC Support Annex*** to City departments, the Yolo Operational Area Emergency Operations Center, and Department Operations Centers, if activated.

5.3 EMERGENCY OPERATIONS CENTER REPORTING SYSTEMS

The Yolo Operational Area uses a number of different systems that are currently in use for reporting specific types of response information. These include:

- The California Common Operating Picture
- Google Docs
- Google Forms
- Dropbox
- ESRI

The City of Woodland will use the Yolo OA developed EOC forms to report information to Yolo County in addition to utilizing the systems/applications named above.

5.4 EMERGENCY PUBLIC INFORMATION

Emergency Public Information is a priority of utmost importance during emergencies and disasters. City government has a primary responsibility to provide accurate and timely information to the public regarding conditions, threats, and protective measures. To avoid conflicts and confusion, the Emergency Public Information function operates best when centralized and coordinated among all involved jurisdictions, agencies and organizations.

For additional information regarding the City of Woodland Emergency Public Information, refer to the ***Yolo Operational Area External Affairs, Emergency Support Function Annex***.

SECTION 6.0: COMMUNICATIONS

Communication is a critical part of emergency management. This section outlines the City's communications plan and supports its mission to provide clear, effective internal and external communication between the City EOC, all incident response personnel, and the public.

Communication will be coordinated between the City EOC and the OA EOC and all responding supporting agencies through various forms of communications devices, channels and methods. If the City EOC is activated, all incident related information, updates, resource requests, etc. should be shared through methods chosen to communicate.

6.1 COMMUNICATIONS SYSTEMS

Both police and fire operate in the VHF spectrum. These departments operate on the YECA System for both police and fire, a voice network which provides a coordinated communications capability for the several agencies and jurisdictions. The dispatching for the City of Woodland is done by YECA.

The City of Woodland will use personnel specific email addresses while working in the City EOC. The internet connectivity in the EOC is both LAN and through Wi-Fi, which is available for incoming non-City of Woodland partners. Telephone connectivity in the EOC is through Voice Over Internet Protocol (VOIP), in addition to the use of cellular phones.

6.2 INTERNAL COMMUNICATIONS

All communications should be a two-way flow from City EOC Section Leadership to support staff and field responders, and vice versa. When communicating, all incident response personnel should use plain language to avoid any confusion (no acronyms or abbreviations). All incident related information should be communicated and displayed in the City EOC for everyone to see. This multi-faceted approach for communication provides quick, reliable, and consistent information to all incident response personnel while ensuring that the appropriate information reaches all intended recipients.

Information will be communicated from the field to the City EOC and then to the OA EOC. The Policy Group in the City EOC will make priority decisions and provide guidance and direction to the City EOC General Staff, who will coordinate the management of the incident per the direction of the Policy Group. The City EOC serves as the hub of information for the incident, and will communicate necessary information and response actions to the field.

6.3 NOTIFICATION AND WARNING

In addition to an effective communications capability, government must have an effective means to provide warning alerts to the population impacted or at risk as the result of an emergency. There are two alert and warning systems designed to provide City residents with emergency warning information. These systems are the Emergency Alert System (EAS) and the Yolo-Alert System. Police and Fire may be required to disseminate emergency warnings to the public who cannot be reached by primary warning systems.

6.4 NON-EMERGENCY EXTERNAL COMMUNICATIONS

During an incident, the City EOC expects that a high volume of calls for the public seeking incident related information will be placed to 9-1-1 and the City EOC. The City will place information on its website, utilize social media and work with the Yolo County Library (2-1-1) to provide an outlet of information to the public in an effort to relieve call influx to 9-1-1 systems. 2-1-1 personnel can provide incident related information to the inquiring public that is provided by the City of Woodland's Public Information Officer.. It is essential that 2-1-1 call centers are activated and staffed as soon as possible to handle anticipated volume of non-emergency calls related to the incident.

For additional information regarding the City of Woodland Communications and Warning methods, refer to ***the Yolo Operational Area Tactical Interoperable Communications Plan and the Yolo Operational Area Alert & Warning Support Annex***.

SECTION 7.0: ADMINISTRATION, FINANCE AND LOGISTICS

7.1 DOCUMENTATION

The Emergency Operations Center Finance/Administration Section will be responsible for maintaining records on damage assessment expenditure, recovery cost expenditures, insurance related documents, personnel overtime, and other costs associated with the emergency. Guidance is provided in their position guides at the Emergency Operations Center.

The Emergency Operations Center Planning Section will maintain copies of documents that are integral to Emergency Operations Center functions, (such as Emergency Operations Center Action Plans, Situation Status logs, position log) that together make up the history and chronology of the emergency events. Guidance is provided in their Planning Section's position guides at the Emergency Operations Center.

7.2 FINANCE

In the case of a major disaster, the Emergency Operations Center will support county, state and federal entities with cost recovery efforts, if requested and as able. City of Woodland citizens may benefit from the Small Business Administration, and the city may benefit from the State and or the Federal Emergency Management Agency Public Assistance Program. The City may assist the citizenry with public service announcement regarding support available as unemployment benefits, worker's compensation, and insurance benefits.

7.3 EXPENDITURE TRACKING

The City may be reimbursed from insurance, state and/or federal sources for disaster-related expenses. The purpose of this section is to provide guidance on the record keeping requirements for claiming such expenses.

7.3.1 ELIGIBLE EXPENSES

Eligible costs are extraordinary costs incurred while providing emergency services required by the direct impact of a declared disaster and which service is the responsibility of the applicant agency. Eligible costs are generally considered to be the net costs over and above any increased revenue or subsidy for the emergency service. Ineligible expenses include costs for standby personnel and/or equipment and lost revenue.

7.3.2 RECORDKEEPING REQUIREMENTS

State and federal governments require detailed information to support claims for reimbursement. Funding will be approved or denied based upon the information supplied by applicant agencies. Documentation supporting all costs claimed will be required, and all information must relate back to individual original source records. The following guidelines should be followed when documenting disaster-related reimbursable expenses:

- Costs and revenues associated with emergency operations should be segregated from normal operating expenses.

- Separate records should be maintained for each vehicle and piece of heavy equipment used for emergency operations.
- Vehicle and equipment documentation should include the miles and/or hours operated by location and operator.
- Vehicle operating expenses should include fuel, tires, and maintenance.
- Labor costs should be compiled separate from vehicle and/or equipment expenses.
- Equipment documentation should include exactly where the equipment was used and for what; hours and minutes used; and the name of the equipment operator if applicable.
- Revenues and subsidies for emergency operations must be subtracted from any costs claimed.
- Requisitions, purchase orders, and invoices must be maintained for all supplies, materials and equipment expenses claimed.
- Costs for supplies and materials must include documentation of exactly where resources were used and for what purpose.
- All non-competitive procurements must be justified.

Expenditure tracking should commence upon notice or obvious occurrence of disasters that require expense of labor, equipment use, materials, and other expenses. The Incident Commander(s), Emergency Operations Center Director, and Emergency Operations Center staff are responsible for maintaining written records of all disaster-related personnel overtime, requests for supplies, equipment and contract personnel, and receipts for emergency purchases of supplies, equipment and other disaster-related expenses. The City may activate a special coding for emergency expenditure tracking which is used for both labor and equipment.

The Finance/Administration Section will compile reports, including total expenditures by category. The Finance/Administration Section Chief will submit a summary report on total costs to the Emergency Operations Center Director as requested. This information will be used for state and federal disaster assistance applications. The expenditure data and documentation is vital to state and federal agencies for requesting financial assistance during and after the disaster.

7.4 RESOURCE MANAGEMENT

7.4.1 RESOURCE PRIORITIES

When activated, the City of Woodland Emergency Operations Center establishes priorities for resource allocation during the emergency. All City resources are considered part of a pool, which may be allocated by the Emergency Operations Center to fulfill priority missions. Each department retains control of its non-assigned resources until released for an emergency assignment by the Emergency Operations Center.

7.4.2 RESOURCE REQUESTS

Resource Requests will be made through one of the following processes:

- Discipline-specific (usually Fire and Law) mutual aid systems: Requests for resources that are normally within the inventories of the mutual aid system will go from local coordinator to Operational Area Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.
- All other resource requests will be made through the logistics function at each level.

Resource requests from jurisdictions within the City will be coordinated with the Yolo Operational Area Emergency Operations Center to determine if the resource is available internally or other more appropriate sources located within the Operational Area. Emergency Management Mutual Aid Coordinators at each level will keep the Operations Chief informed of the status of resource requests and allocations. Coordinators at each level will communicate and coordinate with each other to maintain current status on resource requests and allocations within the disaster area.

Resource requests from the Woodland Emergency Operations Center to the Yolo County Emergency Operations Center may be verbally requested and then documented. Available resources will be allocated to the requesting local government. If requests for a specific resource exceed the supply, the available resources will be allocated consistent with the priorities established through the action planning process. The Section Chiefs in the Emergency Operations Center are responsible for ensuring that priorities are followed.

Resource requests for equipment, personnel or technical assistance not available to the City should be coordinated with the Yolo County Emergency Operations Center to the Inland Region Regional Emergency Operations Center. Once the request is coordinated, approved and resources deployed, Planning, in coordination with various Operations Branches, is responsible for tracking the resources.

7.5 CITY OF WOODLAND EMERGENCY OPERATIONS POLICY STATEMENT

Limitations: Due to the nature of emergency response, the outcome is not easy to predict. Therefore, it should be recognized that this plan is meant to serve as a guideline and that the outcome of the response may be limited by the scope, magnitude and duration of the event.

Suspension of Routine Activities and Availability of Employees: Day-to-day functions that do not contribute directly to the disaster operation may be suspended for the duration of an emergency. Efforts normally required for routine activities may be redirected to accomplish emergency tasks. During an emergency response, City employees not otherwise assigned emergency/disaster related duties will, unless otherwise restricted, be made available to augment the work of their department, or other City departments, if required.

Households of Emergency Response Personnel: City employees may not be at peak efficiency or effectiveness during a disaster if the status of their households are unknown or in doubt. Employees who are assigned disaster response duties are encouraged to make arrangements with other employees, friends, neighbors or relatives to check on their immediate families in the event of

a disaster and to communicate that information to the employee through the City of Woodland Emergency Operations Center.

Non-Discrimination: All local activities will be carried out in accordance with federal nondiscrimination laws. It is the City's policy that no service will be denied on the basis of race, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any sensory, mental or physical disability.

Citizen Preparedness: This plan does not substitute government services for individual responsibility. Citizens are expected to be aware of developing events and take appropriate steps to respond in a safe and timely manner. Since the City's resources and personnel may be overwhelmed at the onset of a disaster event, individuals and organizations should be prepared to be self-sufficient following a disaster. The City will make every effort to provide information to the public, via the media and other sources to assist citizens in dealing with the emergency.

7.6 DISASTER SERVICE WORKERS

Under California Government Code, Section 3100-3109, all public employees are obligated to serve as Disaster Service Workers. Public employees (civil service) are all persons employed by any county, city, state agency or public district in the State of California. Disaster Service Workers provide services and support during declared emergencies or disasters.

In the event of a major emergency or disaster, City employees may be called upon to perform certain duties in support of emergency management operations, such as: serve in a position in the Emergency Operations Center, support shelter operations, or work at a logistics base in the field.

- City employees may be required to work at any time during a declared emergency and may be assigned to disaster service work.
- Assignments may require service at locations, times and under conditions other than normal work assignments.
- Assignments may include duties within the Emergency Operations Center, in the field or at another designated location.

Under no circumstances will City employees that do not usually have a response role in their day to day responsibilities be asked to perform duties or functions that are hazardous, that they have not been trained to perform or that are beyond their recognized capabilities.

SECTION 8.0: PREPAREDNESS, TRAINING, EXERCISES AND AFTER ACTION REPORTING

8.1 PREPAREDNESS PLANNING

City government conducts a wide array of emergency planning activities. Planning efforts include development of internal operational documents as well as interagency response plans having multi-jurisdictional participation.

In addition to the planning activities conducted, City departments develop internal preparedness and contingency plans to ensure provision of government services and maintenance of departmental functions during disasters. The Department Operations Plan is an integral supporting component of the master Emergency Operations Plan.

Emergency readiness cannot be conducted within a vacuum. The City is responsible for working with all City departments, special districts and allied agencies that are considered a component of the Woodland Emergency Management Organization. Such coordination extends to the following activities:

- Interagency plan development.
- Interagency training coordination.
- Interagency exercise development and presentation.
- Interagency response management.
- Interagency emergency public information activities.

Additionally, the Woodland Fire Department acts as the City's key representative and lead agent for day-to-day emergency management activities such as: mitigation, preparedness, response, and recovery. Non-emergency functions include planning, training and exercise development, preparedness presentations, interagency coordination, hazard assessment, and development of preparedness and mitigation strategies; grant administration and support to response agencies.

8.1.1 COMMUNITY PREPAREDNESS AND AWARENESS

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services, and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Public awareness and education prior to an emergency or disaster will directly affect the City of Woodland's emergency operations and recovery efforts. For this reason, the City of Woodland will make emergency preparedness information from City, County, state and federal sources available to the member jurisdictions and our citizens upon request.

8.1.2 PREPAREDNESS ACTIONS

In identifying general preparedness actions, City government works with community based organizations, faith-based organizations, other local governments/special districts, private industry, preparedness groups, and other entities to provide information relating to individual and group preparedness.

Government is limited in its ability to provide endless services and support during times of disaster, so public preparedness is essential for ensuring individual and organizational safety and protection.

8.2 READINESS TRAINING

The Woodland Fire Department will notify holders of this plan of training opportunities associated with emergency management and operations. Individual departments and agencies within the City of Woodland are responsible for maintaining training records. Jurisdictions and agencies having assigned functions under this plan are encouraged to ensure that assigned personnel are properly trained to carry out these tasks.

The Woodland Fire Department will develop and execute a comprehensive training program for emergency management topics on an annual basis. The established training schedule will include applicable courses of instruction and education that cover management subjects. Such instruction shall meet or exceed the Standardized Emergency Management System and The National Incident Management System training requirements.

8.3 EXERCISE AND EVALUATION

Elements of this plan will be exercised regularly. The Woodland Fire Department will conduct emergency preparedness exercises, in accordance with its annual exercise schedule, following appropriate state and federal guidance. Deficiencies identified during scheduled exercise activities will result in the development of corrective action plans to initiate appropriate corrections.

The planning development and execution of all emergency exercises will involve close coordination between all City departments, allied agencies, special districts, and supporting community and public service organizations.

The primary focus will be to establish a framework for inter-organizational exercise collaboration in coordination with all-hazard response and recovery planning and training activities, conducted within the City of Woodland.

Emergency exercise activity will be scheduled as to follow state and federal guidance and program requirements. Exercise activity will follow the *Homeland Security Exercise and Evaluation Program* guidance and may be designed as one or more of the following exercise types:

- Drills.
- Seminars (Workshops).
- Table Top Exercises.
- Functional Exercises.

- Full Scale Exercises.

8.4 AFTER ACTION REPORTING

The Standardized Emergency Management System and National Incident Management System protocols require any city, city and county, or county declaring a local emergency for which the Governor proclaims a State of Emergency, to complete and transmit an After-Action Report to Yolo County and California Office of Emergency Services within ninety (90) days of the close of the incident period. The After Action Report will provide, at a minimum, the following:

- Response actions taken.
- Application of the Standardized Emergency Management System.
- Suggested modifications to the Standardized Emergency Management System.
- Necessary modifications to plans and procedures.
- Training needs.
- Recovery activities to date.

The After Action Report will serve as a source for documenting the City of Woodland emergency response activities and identifying areas of concern and successes. It will also be utilized to develop a work plan for implementing improvements.

An After Action Report will be a composite document for all the Standardized Emergency Management System levels, providing a broad perspective of the incident, referencing more detailed documents, and addressing all areas specified in regulations. The After Action Report will include an overview of the incident, including attachments, and will also address specific areas of the response, if necessary. It will be coordinated with, but not encompass, hazard mitigation. Hazard mitigation efforts may be included in the “recovery activities to date” portion of the After Action Report.

The City of Woodland Fire Department is responsible for the completion and distribution of the After Action Report to county leadership and department directors as well as ensuring that it is sent to the California Office of Emergency Services through Yolo County within the required ninety (90) day timeframe.

For Woodland, the After Action Report’s primary audience will be the City member jurisdictions, Yolo County, the California Office of Emergency Services and city employees, including management. As public documents, they are accessible to anyone who requests a copy and will be made available.

The After Action Report will be written in simple language, well structured, brief and well presented, and geared to the primary audience. Data for the After Action Report will be collected from debrief reports, other documents developed during the disaster response, and discussions with emergency responders. The most up-to-date form, with instructions, can be obtained from the California Office of Emergency Services.

SECTION 9.0: PLAN DEVELOPMENT AND MAINTENANCE

This section of the City of Woodland EOP discusses the overall approach plan development and maintenance responsibilities.

9.1 PLAN DEVELOPMENT AND MAINTENANCE RESPONSIBILITY

This plan is developed under the authority conveyed to the Woodland Fire Department in accordance with the City's Emergency Organization who has the primary responsibility for ensuring that necessary changes and revisions to this plan are prepared, coordinated, published, and distributed. The City used the planning process prescribed by the Federal Emergency Management Agency and the State of California. This Basic Plan, Annexes, Appendices and Attachments are reviewed and updated on a regular basis. The review and updates are coordinated with City Departments and Yolo County.

9.2 REVIEW AND UPDATING

This plan and its supporting documents will be reviewed annually, with a full document update conducted minimally every two (2) years. Changes to the plan will be published and distributed to all involved departments and organizations. Recommended changes will be received by the Woodland Fire Department, reviewed and distributed for comment on a regular basis.

Elements of this plan may also be modified by the Woodland Fire Department any time state or federal mandates, operational requirements, or legal statute so require. Once distributed, new editions to this plan shall supplant older versions and render them inoperable. These documents are included in the regular cycle of training, evaluating, reviewing, and updating as discussed in Section 8.2.

APPENDIX WD-1: AUTHORITIES AND REFERENCES

AUTHORITIES

FEDERAL

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, 42 U.S.C. 5121, et seq., as amended
- Homeland Security Presidential Directive 5, *Management of Domestic Incidents*, February 28, 2003
- Homeland Security Presidential Directive 8, *National Preparedness*, December 17, 2003
- The Code of Federal Regulations, Title 44, Chapter 1, Federal Emergency Management Agency, October 1, 2007
- Public Law 920, Federal Civil Defense Act of 1950, as amended
- Public Law 84-99, U.S. Army Corps of Engineers - Flood Fighting
- Public Law 93-288, Federal Disaster Relief Act of 1974
- Public Law 107-188, Bio-terrorism Act, June 2002
- Public Law 107-296, Homeland Security Act, January 2002
- Executive Order 13228, Office of Homeland Security, October 8, 2001
- Executive Order 13231, Critical Infrastructure Protection, October 16, 2001
- Executive Order 13234, Citizens Prepared, November 9, 2001
- Presidential Decision Directive 39 - U.S. Policy on Counter-terrorism, June 1995
- Presidential Decision Directive 62 - Combating Terrorism, May 1998
- Presidential Decision Directive 63 - Critical Infrastructure Protection, May 1998
- National Security Presidential Directive 17 - National Strategy to Combat Weapons of Mass Destruction
- Public Law 280

STATE

- California Disaster Assistance Act (CA government Code Section 8680 et. seq.)
- California Disaster and Civil Defense Master Mutual Aid Agreement
- CA Government Code (CGC), Title 1, Chapter 4, Division 8, Section 3100, (Disaster Service Workers)
- CGC, Title 2, Division 1, Chapter 7, (California Emergency Services Act)
- California Code of Regulations (CCR) Title 19, Division 2 (Standardized Emergency Management System)
- California Water Code (CWC), § 128 (Department of Water Resources - Flood Fighting)

COUNTY

- Yolo County Emergency Services/Ordinance No. 226 (1951) 403, and 894 (1980) (as amended)

CITY

- City of Woodland Emergency Organization and Functions Municipal Code Chapter 9.0

REFERENCES

FEDERAL

- National Response Framework (As revised)
- National Incident Management System
- Comprehensive Preparedness Guide 101 v.2

STATE

- California State Emergency Plan, July 2010 edition
- Standardized Emergency Management System
- California Disaster Assistance Act
- Continuity of Government in California (Article IV, Section 21 of the State Constitution)
- Preservation of Local Government

COUNTY

- Yolo County Emergency Operations Plan, December 4, 2012
- Yolo County Multi-Jurisdictional Hazard Mitigation Plan, 2013
- Yolo County Joint Emergency Management Services Agreement, 2012

CITY

- City of Woodland Resolution adopting the California Master Mutual Aid Agreement.
- City of Woodland Emergency Operations Plan, 2010

APPENDIX WD-2: ACRONYMS

CDAAC – California Disaster Assistance Act

CGC – California Government Code

COOP – Continuity of Operations

COG – Continuity of Government

CWC – California Water Code

DOC – Department Operations Center

EAS – Emergency Alert System

EF – Emergency Function

EMS – Emergency Medical Services

EOC – Emergency Operations Center

EOP – Emergency Operations Plan

ESF – Emergency Support Function

FOG – Field Operations Guide

HSPD – Homeland Security Presidential Directive

IDE – Initial Damage Estimate

IT – Information Technology

LAN – Local Area Network

PPD – Presidential Policy Directive

SEMS – Standardized Emergency Management System

SOG – Standard Operating Guide

SOP – Standard Operating Procedures

SRRCS – Sacramento Regional Radio Communications System

VOIP – Voice Over Internet Protocol

YECA – Yolo Emergency Communications Agency

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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 of Woodland recognizes that planning for emergencies in advance can reduce potential harm to people and property within our community from the threat of natural, human caused and/or technological hazards; and

WHEREAS, an emergency operations plan provides the framework for emergency response and emergency management in the City of Woodland during disasters, and

WHEREAS, the overall objective of emergency management for the City of Woodland is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with natural disasters, human-caused and technological incidents and national security emergencies; and

WHEREAS the City of Woodland is primarily responsible for emergency actions and will commit all available resources to save lives, minimize injury to persons and minimize damage to property and the environment; and

WHEREAS the City of Woodland's emergency management program is committed to provide effective life safety measures, while reducing property loss and damage to the environment and provides and provides for rapid resumption of impacted businesses and community services; and

WHEREAS the City of Woodland emergency operations plan serves as a legal and conceptual framework for emergency management within the City of Woodland.

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

SECTION 1. That the City Council of the City of Woodland has hereby adopted the emergency operations plan as an official plan for the City of Woodland, a political subdivision of the County of Yolo and the State of California.

PASSED AND ADOPTED by the City Council this 12th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angel Barajas, Mayor

ATTEST:

Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 14.
SUBJECT: Proposed Amendments to the Inclusionary Housing Ordinance

Recommendation for Action:

Staff recommends that the City Council receive a staff report regarding proposed and recommended amendments to the Inclusionary Housing Ordinance for Council's discussion and direction to staff.

Staff Contact:

Stephen Coyle, puty Community Planning Director, (530) 661-5910, Stephen.Coyle@cityofwoodland.org

Fiscal Impact:

The cost of amending this Ordinance have been absorbed by the existing General Fund budget.

Background:

In preparation for reviewing and revising the Inclusionary Ordinance, over the last six months, staff has met with local builders, property owners, and non-profit housing developers interested in promoting infill development. The types of desired housing projects ranged from the rehabilitation of historic structures to the construction of traditional garden courts, multifamily apartments, and for-sale rowhomes. The information has helped staff identify constraints, from both private and public perspectives, to achieving a significant amount of infill housing as well as ideas for improving the affordable housing situation.

A consensus agreed that, until and unless Woodland establishes a successful infill and rehabilitation market, housing affordability will not manifest in any significant amount areas. As opposed to those merchant builders who view the inclusionary compliance as the cost of doing business in investor-driven markets, and who's production scales are large enough to offset affordability requirements, the cost of building infill is too high for the smaller, local developers and contractors, that cities rely on to deliver these types of projects.

Among the reported barriers to infill housing is the current Inclusionary Housing Ordinance which primarily targets those households with incomes of 80% and below income. Infill projects are required to deliver ten percent of new, for-sale units to low income households and thirty percent of multifamily units (10% low income and 20% very low income households); or twenty-five percent to very low income households. The for-sale requirement applies to all projects of at least eight units in size, and rental projects of at least ten units.

Within infill areas of the City, there are virtually no for-sale or rental projects of eight and ten units respectively, nor have there been in a decade, except for government subsidized developments. The Inclusionary Ordinance does not target "moderate" households for-sale or rent with incomes of 81% to 120% of the median. The private builders identify the inclusionary housing requirement as a primary obstacle to building any kind of infill housing.

Staff has prepared a series of proposed amendments to that would address these barriers to infill development created by the existing ordinance as well as updates to conform to current market conditions. The proposed changes are illustrated in comparison to the current ordinance in Attachment A to this report and summarized below:

The proposed ordinance would amend Chapter 6A Affordable Housing of the Woodland Municipal Code as follows:

Amend Section 6A-3-20, General inclusionary housing requirements:

(a) For-Sale units within Infill Areas

- (1) All new for-sale projects of any size developed at the maximum allowed density shall be exempt with the following exceptions from the requirements of this chapter:
- (2) All new for-sale projects of 40 units or less shall be exempt from the requirements of this chapter.
- (3) For all new for-sale projects of 41 to 80 units, five percent of units shall be affordable to low income households.
- (4) For all new for-sale projects of 81 or more units, ten percent of units shall be affordable to low income households.

(b) For-Sale units within New Growth Areas

- (1) For projects of at least ten units in size, ten percent of new for-sale units shall be affordable to low income households.
- (2) This requirement is reduced to 5% for sale projects of at least 10 units per acre and built at the maximum allowed density in the zoning for which they are being constructed.

(c) Multifamily Rental Units in Infill Areas:

- (1) For projects of 40 units or less shall be exempt from the requirements of this chapter.
- (2) For projects of 41 to 80 units, five percent of units shall be affordable to low income households.
- (3) For projects of 81 or more units, five percent of units shall be affordable to low income households, and five percent of units shall be affordable to very low income households.

(c) Multifamily Rental Units in New Areas:

- (1) Not Amended - Ten percent of all multifamily rental units affordable to low income households and twenty percent affordable to very low income households; or
- (2) Not Amended - Twenty-five percent of the units affordable to very low income households.
- (3) These requirements shall apply to all multifamily rental projects of at least twenty units.

Amend Section 6A-4-10, Standards Applicable to Multifamily Rental Units.

(e) Requirements for Construction

- (1) Deleted: The affordable units in any one multifamily rental residential project shall be visibly indistinguishable from the exterior in comparison with surrounding market-rate units and identical to the market-rate units in the number of bedrooms.

Amend Section 6A-6-30, In-Lieu Fees.

- (a) The developer may be permitted to pay in-lieu fees to satisfy all or a part of the developer's affordable housing obligation if either:

(1) The developer demonstrates to the city council that it is not feasible to develop the affordable dwelling units on-site as part of the residential project; or

(2) In the judgment of the City Council, the payment of in-lieu fees would accomplish the objectives of this chapter.

- (b) The payment amount of in-lieu fees shall be determined pursuant to an adopted fee schedule designating in-lieu fees for both rental and for-sale affordable units, to be reviewed and revised as necessary on an annual basis, provided that the payment of in-lieu fees must be approved by the city council following review of the development's affordable

housing plan.

Discussion:

The above-proposed amendments directly address the fact that very few new or rehabilitated dwellings have been constructed within infill areas. Exempting qualified projects and reducing the inclusionary requirement for infill projects will incentivize the development of for-sale and rental housing, provide housing for moderate income households, and create an economic foundation for adding an inclusionary requirement in infill areas once the infill market is established. Furthermore, eliminating the requirement to match the appearance and interior finishes for-sale market-rate units reduces the cost of affordable units. This will improve the feasibility of constructing new for-sale units in new growth areas.

With regard to In-Lieu fees, since the builders need certainty with regard to the payment of in-lieu fees, staff proposes to develop and distribute a fee schedule to the builders. The schedule could necessitate the completion of a nexus study. The City would combine the in-lieu fees in a fund sufficient to develop a significant amount of affordable housing. This approach allows staff and Council to periodically adjust fees in accordance with market conditions, household incomes, and the demand for affordable housing. The In-Lieu Fee fund can work to support the current programs, subject to Council approval:

- (1) Loan Assistance for First Time Homebuyers where the city provides loans for first time, low income homebuyers purchasing new or resale homes, by providing addition financial assistance; and
- (2) Loans for Rental Projects where the city provides “gap” assistance loans for new multifamily rental developments and multifamily rental acquisition/rehabilitation projects that include units restricted to low income households.

These proposed changes alone will not be enough to stimulate infill housing development essential to address the City’s housing needs. The City’s zoning ordinance and development impact fees updates are being updated and will provide further streamlining, development standards, and fee based incentives needed to support the housing infill projects.

Upon direction from the City Council after review of the proposed amendments, staff will finalize the proposed amendments to the Affordable Housing Ordinance and conduct hearings at the Planning Commission and City Council for adoption.

Conclusion:

Staff recommends that the City Council receive a staff report regarding proposed and recommended amendments to the Inclusionary Housing Ordinance for Council’s discussion and direction to staff.

Prepared By: Stephen Coyle, Deputy Community Development Director

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



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Inclusionary Housing Requirement Matrix	12/1/2017	Exhibit

Proposed Amendments to the Inclusionary Housing Ordinance

These requirements apply to all new residential projects located within all existing or new areas of the city.				
Ordinance Requirements	Existing Requirements		Proposed	Proposed
	New Development Areas	Existing Infill Areas	New Development Areas	Existing Infill Areas
Minimum number of units that trigger inclusionary compliance				
For-Sale	8	8	10	See below, left
For-Rent, Multifamily	10	10	20	See below, left
Number of For Sale Units required, by income				
For-Sale, Low Income	10%	10%	10%	0%
For-Sale, Low Income, at least 10 units per acre, and at maximum allowed density			5%	0%
For-Sale, 0 - 40 units				0%
For-Sale, Low, 41 - 80 units				5%
For-Sale, Low, 81 + units				10%
Number of For Rent, Multifamily Units required, by income				
For-Rent, Low Income	10%	10%	10%	
For Rent, Very Low Income	20%	20%	20%	
Or, For-Rent, Very Low Income	25%	25%	25%	
For-Rent, at the maximum allowed density				0%
For-Rent, 0 - 40 units				0%
For-Rent, Low Income, 41 - 80 units				5%
For-Rent, Low / Very Low Income, 81 + units				5% / 5%
Very few new or rehabilitated dwellings have been built within infill areas in the last fifteen years. Exempting qualified projects and reducing the inclusionary requirement for infill projects will incentivize the development of for-sale and rental housing, provide housing for moderate income households, and create an economic foundation for adding an inclusionary requirement in infill areas.				
Other Proposed Amendments				
Existing Requirements		Proposed Changes		
Requirements for Construction				
The affordable units in any one multifamily rental residential project shall be identical to the market-rate units in quality, amenities, size, and number of bedrooms.		Delete this requirement. Maintain: The affordable units shall not be segregated from the market-rate units.		
Eliminating the requirement to match the appearance and interior finishes for-sale market-rate units reduces the cost of affordable units. This will improve the feasibility of constructing new for-sale units in new growth areas.				

Proposed Amendments to the Inclusionary Housing Ordinance

In-Lieu Fees	
For for-sale residential projects of less than fifty units where the city council determines that it is not feasible or suitable for the for-sale residential project to have on-site affordable units, the city and developer may agree to a contribution of in-lieu fees	The developer may be permitted to pay in-lieu fees to satisfy all or a part of the developer's affordable housing obligation if either: (1) The developer demonstrates to the city council that it is not feasible to develop the affordable dwelling units on-site as part of the residential project; or (2) In the judgment of the City Council, the payment of in-lieu fees would accomplish the objectives of this chapter.
Since the builders require certainty with regard to the payment of in-lieu fees, staff proposes to develop and distribute a fee schedule to the builders. The schedule could necessitate the completion of a nexus study. The City would combine the in-lieu fees in a fund sufficient to develop a significant amount of affordable housing. This approach allows staff and Council to periodically adjust fees in accordance with market conditions, household incomes, and the demand for affordable housing. The fees can be combined to develop affordable housing by an appropriate multifamily builder in an optimal location.	
At the time of tentative map approval, if applicable, the city will provide the developer with an estimate of the in-lieu fees for the residential project. This in-lieu fee calculation at the time of tentative map is only an estimate and is subject to revision and verification at the time of construction, as the estimated sales price of units in the residential project at the tentative map stage may change by the time the project is actually built.	The payment amount of in-lieu fees shall be determined pursuant to an adopted fee schedule designating in-lieu fees for both rental and for-sale affordable units, to be reviewed and revised as necessary on an annual basis, provided that the payment of in-lieu fees must be approved by the city council following review of the development's affordable housing plan.
The City's zoning ordinance and development impact fees updates are being updated and will provide further streamlining, development	

Article I. - Findings and Purpose.

Sec. 6A-1-10. - Findings.

The city council finds and determines that:

(a) It is a goal of the city to achieve a balanced community with housing available for households with a range of income levels.

(b) Increasingly, persons of very low, low and moderate income who work and/or live within the city are unable to locate housing at prices they can afford and are increasingly excluded from living within the city.

(c) The high cost of newly constructed housing does not, to any appreciable extent, provide housing affordable to very low, low and moderate income families, and continued new development which does not include an affordable housing component or contribute toward lower cost housing will further aggravate the current housing problems by reducing the supply of developable land.

(d) The housing shortage for persons of very low, low and moderate income is detrimental to the public health, safety and welfare of the residents of the city.

(e) It is a public purpose of the city, and a public policy of the state as mandated by the requirements for a housing element within the city's general plan to make available an adequate supply of housing sites for persons of all economic segments of the community;

(f) State and federal funds to assist in the construction of new affordable housing are limited, and the city has limited resources with which to leverage these state and federal funds.

(g) In order to meet the city's share of regional housing needs for very low, low and moderate income families, the city's housing element requires that a portion of the dwelling units contained in new residential developments be affordable to very low, low and moderate income families.

Sec. 6A-1-20. - Purpose.

The purpose of this chapter is to enhance the public welfare and assure that new residential developments contribute to the attainment of the city's housing goals by increasing the production of dwelling units affordable by families of very low, low and moderate income.

Article II. - Definitions.

Sec. 6A-2-10. - Definitions.

As used in this chapter:

"Affordable" means a unit provided at an affordable rent or affordable housing cost.

"Affordable housing cost" for a purchaser means the monthly amount that is affordable to a low or moderate income household, as applicable to the designated affordable unit. The method for calculating affordable housing costs is included in Section 6A-5-30 of this chapter.

"Affordable housing ordinance" means Chapter 6A, Affordable Housing, of the city of Woodland's city code.

"Affordable purchase price" means the maximum sale price a qualified purchaser may be required to pay for the affordable unit, as determined in accordance with the provisions of this chapter.

"Affordable rent" means the monthly rent that is affordable to a low or very low income household, as applicable to the designated affordable unit. Affordable rent shall be calculated using fifty percent of Yolo County area median income for very low income households and eighty percent for low income households, adjusted for household size. The method for calculating affordable rent is included in Section 6A-4-40 of this chapter.

"Area median income" has the definition set forth in Section 50093 of the California Health and Safety Code, as that section may be amended from time to time.

"City" means the city of Woodland.

"City manager" means the Woodland city manager or his or her designee.

"Community development director" means the director of the Woodland community development department or his or her designee.

"Density bonus" means an entitlement to build a number of dwelling units in excess of that number which would otherwise be permitted under the general plan and zoning code.

"Developer" means the owner of any real property upon which a residential project is to be constructed and/or the applicant for development of any such project.

"Dwelling unit" or "unit" means one room or a suite of two or more rooms designed for, intended for or used by one household as their principal residence, which family lives, sleeps and cooks therein, and which unit has at least one kitchen or kitchenette.

"For-sale units" means those dwelling units developed as part of a residential or mixed-use project which the developer intends will be offered for individual sale or which could be offered for individual sale, including but not limited to detached homes, duplex units, condominiums and cooperatives.

"General plan" means the general plan of the city, as it may be amended from time to time.

"Inclusionary housing agreement," "regulatory agreement" or "agreement" means the agreement between the developer or owner of a residential project and the city that contains specific plans for implementing the affordable housing requirements of this chapter for the specific project.

"Inclusionary unit" means a dwelling unit developed pursuant to an inclusionary housing agreement to satisfy the requirements of this chapter, including for-sale units available at an affordable housing cost, and multifamily rental units available at an affordable rent.

"In-lieu fees" means a fee paid to the city's affordable housing fund to increase, improve and preserve access to affordable housing in the City of Woodland. In-lieu fees deposited into the affordable housing fund may be used at the discretion of the City Council to make additional affordable housing loans to income-qualified purchasers to facilitate the purchase of homes, to subsidize affordable multifamily projects, or for any other use to promote the development of affordable housing within the City of Woodland. Up to ten percent of each year's income from the affordable housing fund may be used for administration and ongoing monitoring of loans made from the fund.

"Low and very low income" means those income levels determined periodically by the U.S. Department of Housing and Urban Development based on the Yolo County area median income levels adjusted for family size. A low income household shall be a household earning over fifty and less than or equal to eighty percent of the area median income, adjusted for family size. A very low income household shall be a household earning less than or equal to fifty percent of the Yolo County area median income adjusted for family size.

"Market-rate unit" means a unit not restricted to an affordable housing cost or affordable rent.

"Moderate income" means the income level determined periodically by the U.S. Department of Housing and Urban Development based on the Yolo County area median income levels adjusted for family size. A moderate income household shall be a household earning over eighty and less than or equal to one hundred twenty percent of the Yolo County area median income adjusted for family size.

"Multifamily rental units" means those dwelling units developed as part of a residential project which the developer intends will be offered for rent or which are customarily offered for rent.

"Notice of intent to sell" means the notice provided by owners of for-sale units to the city of their intent to offer their unit for sale. The covenants recorded against the property on which the unit is located shall provide that the owner shall provide a notice of intent to sell in the manner prescribed in this chapter.

"One location" means all adjacent land owned or controlled by the same owner, the property lines of which are contiguous at any point, or the property lines of which are separated only by a public or private street, road or other public or private right-of-way.

"Owner" includes a person, persons, firm, partnership, association, joint venture, corporation, or any public or private entity or entities or the owner's agent or assignee.

"Qualified purchaser" means a person or household approved for ownership of an affordable dwelling unit by the community development director in accordance with the provisions of this chapter.

"Rehabilitation" means the process of improving a substandard residential unit or returning a historic residential unit to a state of utility and conformance with applicable building codes, through repair or alteration, which allows occupancy for residential use.

"Residential lot" means any parcel of land created with the intention that it will be used for the development of a dwelling unit.

"Residential project" or "project" means any project involving the construction of two or more dwelling units at one location and requiring the issuance of a building permit, including in the aggregate all dwelling units or residential lots for which discretionary approvals have been applied for from or granted by the city.

"Special needs housing" means housing for certain disadvantaged groups, including but not limited to, seniors, disabled and homeless persons or families.

"Zoning code" means the zoning code of the city, as it may be amended from time to time.

Article III. - General Provisions.

Sec. 6A-3-10. - Application of affordable housing ordinance.

The requirements contained in this chapter shall apply to all new residential projects located within all existing or new areas of the city, except as noted in this section.

(a) Southeast Area Specific Plan. For residential projects located on parcels designated for residential use by the southeast area specific plan ("SEASP"), in the event of a conflict between the provisions of this chapter and the SEASP, the applicable provisions of the SEASP shall control. However, residential projects located on parcels within the SEASP that are rezoned for residential use shall be subject to all requirements and provisions of this chapter.

(b) Spring Lake Specific Plan. The affordable housing ordinance shall regulate development of affordable housing in the Spring Lake specific plan ("SLSP") except to the extent that a specific provision or regulation in the SLSP conflicts with the affordable housing ordinance. In this event, the SLSP shall control. Where the SLSP is silent or ambiguous, the provisions of this chapter shall apply directly for the purpose of interpretation, as appropriate.

(c) Publicly Subsidized Projects. For residential projects that receive local, state or federal subsidy with requirements and regulations differing from this chapter, the stricter provisions pertaining to affordability shall prevail.

Sec. 6A-3-20. - General inclusionary housing requirements.

The affordable housing ordinance specifies requirements based on unit type and location as follows:

(a) For-Sale Units in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial:

- (1) All new for-sale projects of any size developed at the maximum allowed density shall be exempt with the following exceptions from the requirements of this chapter:
- (2) All new for-sale projects of 40 units or less shall be exempt from the requirements of this chapter.
- (3) For all new for-sale projects of 41 to 80 units, five percent of units shall be affordable to low income households.
- (4) For all new for-sale projects of 81 or more units, ten percent of units shall be affordable to low income households.
- (5) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(b) For-Sale Units in All Other Areas of the City:

- (1) In projects of at least ten units, developed at least 10 units per acre and at the maximum allowed density, five percent of new for-sale units shall be affordable to low income households.
- (2) In all other projects of at least ten units in size, ten percent of new for-sale units shall be affordable to low income households.
- (3) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(4) The city council may determine the need to implement an additional requirement for ten percent of new for-sale units to be affordable to moderate income households, based on prevailing conditions in the housing market. Such a finding would require an amendment to this chapter as well as an amendment to the Spring Lake specific plan and Spring Lake affordable housing plan

(c) Multifamily Rental Units in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial:

(1) Multifamily rental projects of any size developed at the maximum allowed density shall be exempt from the requirements of this chapter, five percent of new for-sale units shall be affordable to low income households.

(2) Multifamily rental projects of 40 units or less shall be exempt with the following exceptions from the requirements of this chapter:

(3) For all multifamily rental projects of 41 to 80 units,

(A) five percent of units shall be affordable to low income households

(4) For all multifamily rental projects of 81 or more units,

(A) five percent of units shall be affordable to low income households and five percent shall be affordable to very low income households.

(5) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(d) Multifamily Rental Units in All Other Areas of the City:

(1) Ten percent of all multifamily rental units shall be affordable to low income households and twenty percent shall be affordable to very low income households; or

(2) Twenty-five percent of the units shall be affordable to very low income households.

(3) These requirements shall apply to all multifamily rental projects of at least twenty units. Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

Sec. 6A-3-30. - Inclusionary housing agreements.

(a) The inclusionary housing agreement or regulatory agreement, is the means by which the city ensures that a residential project complies with the applicable affordable housing requirements. An applicant shall enter into a written inclusionary housing agreement with the city that specifically sets out the manner in which affordable housing obligations will be met under the terms of this chapter.

(b) The inclusionary housing agreement shall be executed by the applicant and the city. The applicant's proposed tentative map will be subject to the conditions of the inclusionary housing agreement. The inclusionary housing agreement shall be completed and signed prior to approval of the applicant's final map. The agreement shall contain all the applicable information identified in the agreement checklist provided in this section.

(c) This agreement must include an acknowledgment that the applicant received a copy of the affordable housing ordinance. Moreover, the agreement must obligate the applicant to provide a copy of this agreement to anyone to whom the subject residential lots or units are transferred or sold.

(d) The inclusionary housing agreement shall provide assurances satisfactory to the city attorney, community development director, housing specialist and city manager of the applicant's obligation and capacity to meet the affordable housing obligations under this chapter. The inclusionary housing agreement shall also include all applicable and necessary information and obligations including, but not limited to, those items listed in the agreement checklist below. A memorandum of the inclusionary housing agreement shall be recorded with the Yolo County recorder's office.

(1) Agreement Check List.

(A) The inclusionary housing agreement shall contain the following information:

(i) Location, zoning designation and ownership of the residential project;

(ii) The number of affordable dwelling units that the applicant is responsible to provide at each income level;

(iii) The exact location of the affordable dwelling units (i.e., identify specific lots for affordable for-sale units and site or parcel for multifamily rental projects);

(iv) The dwelling unit mix and square footage of the affordable dwelling units as compared to dwelling unit mix and square footage of the market-rate units;

(v) Term of affordability for the affordable dwelling units;

(vi) Scheduling and phasing of construction of affordable dwelling units;

(vii) Identification of applicant-funded subsidy or financial assistance, if any, for affordable for-sale units;

(viii) Affirmative marketing plan that ensures outreach to income-eligible households regarding the availability of affordable dwelling units. Such affirmative marketing shall at least include advertising in the local newspaper and sending notices to local government and nonprofit agencies that serve very low and low income persons and families. The city shall maintain an updated list of these agencies;

(ix) Specify if any or all of the affordable dwelling units will be special needs housing for seniors, disabled, homeless persons or other special needs population and, if so, the unique features or services that are appropriate for that special needs population. The city will participate in

securing funding for those projects that provide special needs housing units. The city's special needs housing demand will be addressed as guided by the housing element, and based on any new information regarding increased need or demand for special needs housing as it becomes available from the census or other sources;

(x) Detailed description of for-sale affordable units, if different than market-rate units, including floor plan and list of amenities and features of the unit.

(B) In addition, the inclusionary housing agreement shall include the following terms:

(i) Assurances, to the extent feasible, that the affordable dwelling units will be constructed concurrently with, or prior to, market-rate units in the residential project. In phased developments, inclusionary units may be constructed and occupied in proportion to the number of units in each phase of the residential project. If, as approved by the city, the affordable housing obligation is proposed to be satisfied by land dedication or by a separate third party development agreement (such as an affordable housing developer) and it is not feasible to develop the affordable units prior to or concurrently with the market-rate units, the agreement must identify the specific residential lots on which the affordable units will be developed. Developers of for-sale residential projects who construct the required affordable units concurrent with their market-rate development shall receive an automatic one hundred percent waiver of all building plan check fees (not impact fees) for the affordable units (this excludes re-inspection fees);

(ii) Affordable rental dwelling units shall be dispersed throughout the residential project and shall be visibly indistinguishable from market-rate units within any project;

(iii) Inclusionary housing agreements for rental residential projects shall include the requirement that the project will be subject to the city's affordable housing monitoring program to ensure ongoing compliance with the affordable housing obligations set forth in this chapter and the inclusionary housing agreement, including payment of an annual monitoring fee (the amount of the fee is to be determined by the city based on estimated cost to monitor the affordable housing units, and shall be stated in the city's "Affordable Housing Monitoring Program Policies and Guidelines"). The inclusionary housing agreement for a rental residential project shall also include the provisions required by Section 6A-4-60 of this chapter;

(iv) Mechanisms for reservation, protection and disclosure of affordable lots for projects. Description of language in disclosure documents for use by real estate agents, and visible and prominent signage at residential projects advertising the availability of affordable dwelling units.

(C) If the applicant is proposing to meet the affordable housing obligation by land dedication, then the inclusionary housing agreement shall contain the following additional information:

(i) Location and description of dedicated site and the residential lot(s) contained therein;

(ii) Description of physical suitability, economic feasibility, general plan designation and zoning, infrastructure, frontage improvements and utility connections available at the dedicated site sufficient to allow for the development of the affordable dwelling units;

(iii) Number of dwelling units that may be developed on the residential lots sufficient to meet the affordable housing obligation;

(iv) Number of dwelling units at each income level (i.e., very low, low or moderate income) to meet or exceed land dedication affordability requirements.

(D) If the requirements of this Chapter will be met in whole or in part through the payment of in-lieu fees, the inclusionary housing agreement shall include the amount and timing of payment of any in-lieu fees to be paid as a condition of the project.

Sec. 6A-3-40. - Outreach and marketing requirements.

(a) Preferences. The city may choose to establish preference categories for the inclusionary units. Possible preferences could include the following:

(1) Persons who have been displaced by a project in Woodland;

(2) Persons who work for the city or for the Woodland joint unified school district;

(3) Persons who live or work within the city; and

(4) All other income-eligible persons.

(b) Outreach and Marketing.

(1) Affordable Housing Marketing Plan. Prior to marketing the inclusionary units, the developer shall submit an affordable housing marketing plan to the city for approval. The affordable housing marketing plan shall outline the developer's plan to identify qualified purchasers (in the case of for-sale projects) or renters (for rental projects) for affordable units throughout the marketing period of a residential project. Substantial evidence shall be submitted to the city that establishes, to the city's reasonable satisfaction that the developer complied with the submitted affordable housing marketing plan and affirmatively marketed the units throughout the relevant marketing period. The affordable housing marketing plan shall include, but not be limited to, the following:

(A) Advertise the availability of the affordable units by placing in newspapers of general circulation in Yolo County and the greater surrounding region no less than eight advertisements, of which no less than three shall be in the Daily Democrat and at least two shall be in a publication with a regional scope. At least one advertisement shall be in a language other than English, such as Spanish. The advertisements in the Daily Democrat shall be at least sixteen square inches. In the event these publications are defunct or space is not available, the community development director shall designate comparable alternative advertising. Advertising shall be required for each release of affordable housing units;

(B) No later than the date of issuance of a building permit for the units, provide written notice to a list of housing organizations and other agencies serving low and very low-income persons and families available from the city informing these organizations of the availability of the affordable units, and requesting that these organizations assist in publicizing the availability of the affordable units to their members and clients;

(C) Place a sign on the site of the residential project advertising the availability of the affordable units and providing contact information throughout the marketing period. This information can be integrated into the primary project sign or included on a separate stand-alone sign with comparable visibility. To the extent possible without obstructing necessary construction activity, the sign described shall be oriented, formatted and situated in such a manner that it is visible to the maximum number of pedestrians and drivers on the nearest public street;

(D) Advertise in such other mediums, such as the internet, as is reasonably necessary to affirmatively market the affordable units.

(2) Because of the high demand for affordable for-sale units, a lottery system shall be used by the city or the developer to select potential buyers.

(A) Such a lottery or alternative selection process shall be conducted in a fair, unbiased, and non-discriminatory manner, if possible by a third party agreed upon by both the city and the developer. Employees of developers and their

families shall not be given preferential treatment in the marketing of the affordable units or in the selection of qualified purchasers.

(B) To enter into the lottery, the developer must ensure that the affordable units will be completed within one hundred eighty days from the contract date. Extensions may be granted by the community development director for delays beyond the control of the developer such as weather.

Article IV. - Requirements for Rental Projects.

Sec. 6A-4-10. - Standards Applicable to Multifamily Rental Units.

(a) Percentage of Affordable Units in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial. The requirements for multifamily rental units within the areas described above shall be as follows:

(1) Multifamily rental projects within the areas described above of any size and developed at the maximum allowed density, shall be exempt with the following exceptions from the requirements of this chapter:

(2) Multifamily rental projects within the areas described above of less than 40 units shall be exempt from the requirements of this Chapter.

(3) Multifamily rental projects of at least 41 to 80 units shall make at least five percent of the units on-site affordable to and occupied by low income households and five percent of the units affordable to and occupied by very low income households.

(4) Any developer of a multifamily rental project of at least 81 units shall make at least five percent of the units on-site affordable to and occupied by very low income households and ten percent of the units affordable to and occupied by low income households.

(b) Percentage of Affordable Units in All Other Areas in the City. Any developer of a multifamily rental project of at least ten units shall make at least twenty percent of the units on-site affordable to and occupied by very low income households and ten percent of the units affordable to and occupied by low income households. In the alternative, the developer may make twenty-five percent of the units affordable to and occupied by very low income households.

(c) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(d) Term of Affordability. All affordable rental units constructed on-site shall be permanently affordable.

(e) Requirements for Construction

(1) The affordable units shall not be segregated from the market-rate units.

Clustering of affordable units is allowed only if required to facilitate the construction of

the project. A developer may meet the residential project's affordability obligation by either designating specific individual units as affordable units or using a system of "floating units" where the affordable units may change. However, in either option, the residential project must always contain the required number of inclusionary units. The developer shall indicate the preferred option to the city as part of the implementation of the city's affordable housing monitoring program guidelines.

(2) If a multifamily rental project has a variety of dwelling unit types with different sizes and number of bedrooms, the developer shall designate affordable units in substantially the same proportion as the market-rate units. For example, if a project has one hundred rental units in the following sizes: fifty-two-bedroom, forty-one-bedroom, and ten three-bedroom and twenty-five of the total number of units are affordable to very low income households (i.e., twenty-five percent), then fifty percent of the affordable units should be two-bedroom, forty percent one-bedroom and ten percent three-bedroom.

(3) The mix of the affordable dwelling units may be disproportionate to the market-rate units if the housing needs assessment in the city's current housing element supports such a mix (e.g., if there is a greater identified need for three-bedroom affordable dwelling units than two-bedroom units, then there may be a disproportionately greater share of affordable three-bedroom units in the residential project). Nevertheless, the gross number of bedrooms in affordable units may not be proportionately less than the gross number of bedrooms in market-rate units in the residential project and the floor area of the bedrooms in affordable units may not be smaller than those in the market-rate units as demonstrated in the following example:

A multifamily rental residential project has forty-one-bedroom, fifty-two-bedroom, and ten three-bedroom dwelling units, which equals one hundred seventy total bedrooms in the project. If applying the twenty-five percent very low income obligation, then forty-three ($.25 \times 170$) of the total number of bedrooms in the project must be affordable to and occupied by very low income households. In addition, the total square footage of these forty-three affordable units must not be less than twenty-five percent of the total square footage of all the bedrooms in the project combined.

(d) Criteria for Size and Design of Special Needs Units.

(1) For multifamily rental projects that include units that meet categories of special needs housing, the criteria for size and design of these units will be addressed by the city on a project-by-project basis as guided by the housing element, and based on any new information regarding increased need or demand for special needs housing as it becomes available from the census or other sources. The city will participate in securing funding for those projects that provide special needs housing units in a greater amount of special needs units than required by state or federal law.

(2) Builders of multifamily rental projects shall comply with applicable state or federal laws regarding accessible design features for persons with disabilities.

Sec. 6A-4-20. - Incentives available to rental projects.

Density Bonus. As a matter of right for qualified projects, a developer shall be entitled to a density bonus of up to twenty-five percent as permitted under California Government Code Section 65915 for on-site construction of affordable units. See City Code Section 25-21-25 (Bonus Incentive Projects) for more information on bonus incentives.

Sec. 6A-4-30. - Procedure for determining affordable rent.

(a) The method for calculating the affordable rent for an inclusionary unit is shown in this section. This method shall apply to both low and very low income inclusionary units. The community development department shall review these assumptions and procedures annually and make revisions as necessary.

(b) The community development department will calculate the initial affordable rents for a residential project at the time that the units will be marketed and made available for rent. The developer is to provide information on the utilities that will be included in the rent and the utilities for which the tenants will be responsible (including the specific type of service).

(c) The following procedure will be used for determining affordable rent:

(1) Calculate Income Available for Housing.

(A) Determine the Family Size Appropriate to the Unit. For purposes of this calculation, "family size appropriate to the unit" means adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit and six persons in the case of a five-bedroom unit.

(B) Determine the household annual income maximum to use for the affordable rent calculation based on the appropriate household size using the current area median income figures for Yolo County as published by HUD. For a very low income unit, the figure for fifty percent of area median income shall be used. For a low income unit, the figure of eighty percent of area median income shall be used.

(C) Calculate the amount of monthly income available for housing costs by dividing the maximum household annual income by twelve and then multiplying the maximum household monthly income figure by thirty percent. The resulting figure shall be the household monthly income available for housing costs.

(2) Estimate Annual Housing Costs. The household allowance for utilities will be estimated based on the utility costs as shown on the current "Allowance for Tenant-Furnished Utilities and Other Services" table prepared by the Yolo County housing authority, using the applicable unit size and unit type (townhouse, garden apartment or high rise). The costs used will be based on the specifications of the particular unit and the utilities provided by the property owner, for example gas or electric for heating, gas or electric for cooking, etc. Utility tables are updated by the Yolo County housing authority every year, and shall be provided by the community development department to developers of rental residential projects in accordance with the city's affordable housing monitoring program. The maximum rental rates of affordable units shall be adjusted as necessary based on changes to these utility tables. With the approval of the community development director, a property owner may provide a utility survey, verified by the city, in place of the Yolo County housing authority's utility tables.

(3) Determine Affordable Rent. Affordable rent for an inclusionary unit is determined by subtracting applicable utility costs from the household monthly income available for housing costs. Current affordable rent levels are reviewed and, if necessary, updated by the community development department at least every year, and shall be provided to developers of rental residential projects in accordance with the city's affordable housing monitoring program requirements. The maximum rental rates of affordable units shall be adjusted as necessary based on changes to household utility allowances or Yolo County area median income levels.

Sec. 6A-4-40. - Tenant eligibility requirements for affordable rental units.

(a) Minimum Household Size. The minimum size of any household occupying an affordable rental unit shall be no less than one person per bedroom.

(b) Maximum Income Limitation. Households renting affordable units shall have incomes that do not exceed fifty percent (very low income household) or eighty percent (low income household) of the current area median income for Yolo County as adjusted for household size.

(c) Primary Residence. Eligible households must certify that the unit will be used as a primary residence. Subletting of affordable units is not allowed.

Sec. 6A-4-50. - Monitoring and compliance requirements for rental projects.

(a) Each owner of multifamily rental residential projects shall enter into an inclusionary housing agreement (regulatory agreement) with the city for each residential project that contains units with affordability restrictions. As a provision of this chapter as well as the regulatory agreement, the community development department will be responsible for tracking and monitoring all of the city's inclusionary housing units. This includes maintaining a database of all units as well as files with the required regulatory agreements recorded against each property.

(b) Details on the city's affordable housing monitoring regulations and guidelines are outlined in the "affordable housing monitoring program policies and procedures" document, which is available from the community development department. Owners of multifamily rental residential projects that are subject to the requirements of this chapter are required to pay an annual monitoring fee (the amount of the fee is to be determined by the city based on estimated cost to monitor the affordable housing units).

(c) For residential projects that receive a state or federal housing subsidy and are, thus, subject to applicable regulatory agreements and requirements pertaining to each subsidy, these regulatory agreements shall supersede the monitoring requirements outlined in this section.

(1) Multifamily Rental Residential Project Monitoring Requirements. The monitoring requirements of each regulatory agreement between the owner and the city shall include all the rental restrictions listed in this chapter and in addition shall require the following:

(A) Owner shall affirmatively market the rental units by sending advertisements describing the affordable units to local newspapers and to the list of local nonprofit and government housing organizations and agencies that serve very low and low income persons and families;

(B) Owner shall comply with all fair housing laws and not discriminate based on race, ancestry, gender, religion, color, age, national origin, marital status, familial status, sexual orientation, source of income and disability;

(C) Owner shall not discriminate based on any government rental subsidy, including but not limited to HUD Section 8 assistance. Tenants may utilize Section 8 vouchers to assist in renting inclusionary units; however, the rent levels collected for inclusionary units occupied by tenants using Section 8 vouchers shall remain at the affordable level determined pursuant to Section 6A-4-40 of Chapter 6A of this code;

(D) Agree to Rent Affordable Units to Qualified Income-Eligible Households for a Lease Term not to Exceed One Year. At the end of each lease term, the lease may be renewed for up to one year once the owner or manager has re-certified that the household income of the affordable unit remains eligible to the restricted income level of the unit. No household shall be required to terminate its tenancy from such affordable unit absent a showing of good cause. If a very low income household increases its income so that it no longer qualifies as a very low income household during its tenancy, it shall be permitted to remain in the affordable unit as long as its income does not exceed the low income limitation (i.e., eighty percent of AMI). At vacancy, such unit shall be rented to an eligible very low income household and the affordable rent level for a very low income household, unless the affordable unit requirement has been met by renting other vacant units at the appropriate affordable rent level.

(d) Rental projects shall be monitored every year to review tenant incomes and rents. The community development department shall mail letters and forms to all property owners requesting information related to the affordable units, the rents charged, and the current tenants. The project owner is responsible for providing income certification forms (in a format either provided by or approved in advance by the city) to the applicable tenants and returning the completed forms to the city as required by the city's affordable housing monitoring program policies and procedures.

(e) The community development department reviews the information submitted for each residential project to make sure that the project is in compliance with its regulatory agreement. Staff will notify the project owner of any discrepancies and establish the best practice for bringing the residential project into compliance with the applicable requirements of its regulatory agreement in the timeliest manner possible. For example, the project owner may be required to rent out available vacant units within the residential project as affordable units, or rent out other units as they become available as affordable units, in order to meet the affordable units' requirement for the residential project.

Article V. - Requirements for For-Sale Projects.

Sec. 6A-5-10. - Standards applicable to for-sale:

(a) For-Sale Units in Areas within existing City limits and designated in the City's General Plan as Downtown Mixed Use, Corridor Mixed Use, and Neighborhood Commercial:

- (1) All new for-sale projects of any size with at least 30 dwelling units per acre, shall be exempt from the requirements of this chapter.
- (2) All new for-sale projects of 40 units or less, shall be exempt from the requirements of this chapter.
- (3) For all new for-sale projects of 41 to 80 units, five percent of units shall be affordable to low income households.
- (4) For all new for-sale projects of 81 or more units, ten percent of units shall be affordable to low income households.
- (5) Calculations of required affordable units that result in a fraction of a unit shall be rounded up to the nearest whole unit.

(b) For-Sale Units in All Other Areas of the City:

- (1) In projects of at least ten units, with density of at least 15 dwelling units per acre, five percent of new for-sale units shall be affordable to low income households.
- (2) In all other projects of at least ten units in size, ten percent of new for-sale units shall be affordable to low income households.

(c) Per Section 6A-3-20 of this chapter, the city council may determine the need to implement an additional requirement for ten percent of new for-sale units to be affordable to moderate income households, based on prevailing conditions in the housing market. As previously stated, such a finding would require an amendment to this chapter as well as an amendment to the Spring Lake specific plan and Spring Lake affordable housing plan.

(d) Term of Affordability. For-sale units shall be affordable for the longest feasible time but not less than ten years. This affordability requirement of at least ten years for affordable for-sale units will be reset at each transfer of title upon re-sale to a qualified low income buyer, as outlined in Section 6A-5-40 of this chapter.

(e) Requirements for Construction.

(1) Number of Bedrooms.

(A) It is the goal that the affordable units "blend in" with the market rate units, which can be achieved through providing a variety of elevations and unit mixes within the residential project. Affordable for sale units may be smaller in square footage than the market rate units in a residential project that trigger the affordable housing obligation to a minimum unit living area of eight hundred fifty square feet. However, a mix of bedroom numbers and greater square footage among for sale homes shall be implemented whenever feasible in order to accommodate larger low-income households.

Except as provided for elsewhere in this section, there shall be an average of three bedrooms provided per affordable unit, and the developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace.

(B) A developer of a for-sale residential project may request an exemption from the requirements of this subsection if, based upon substantial evidence and financial information, such a mixture would be infeasible to the satisfaction of the community development director.

(2) Affordable units shall not be clustered but be dispersed throughout the residential project and be comparable in infrastructure (including sewer, water, and other utilities) and construction quality to the market-rate units. A cluster is considered to be four or more units adjacent to each other. Duplexes shall not be allowed as the only affordable units, unless all units in the development are duplexes. The developer shall submit, along with a map review fee, proposed locations for affordable units with the tentative map for approval by the city. If the developer desires to alter the approved locations of the affordable units, the requested alterations shall be submitted, along with a map review fee, with the final map. The map review fee shall be set by resolution of the city council, as amended from time to time.

(d) Criteria for Size and Design of Units to Meet Special Needs Housing.

(1) For residential projects that include units that meet categories of special needs housing, the criteria for size and design of these units will be addressed by the city on a project-by-project basis as guided by the housing element, and based on any new information regarding increased need or demand for special needs housing as it becomes available from the census or other sources. The city will participate in securing funding for those projects that provide special needs housing units in a greater amount of special needs units than required by state or federal law.

(2) Builders of for-sale projects shall comply with applicable state and federal laws regarding accessible design features for persons with disabilities. Homebuyers of affordable units shall be offered "universal design" or "visitability" features to be incorporated into the construction of the unit by the builder. Such modifications shall be paid for by the homebuyer, independent of and in addition to the amount calculated as the affordable purchase price of the unit. Information on "universal design" and "visitability" building features is available from the community development department upon request.

Sec. 6A-5-20. - Procedure for sale of affordable units.

(a) Initial Estimate of Affordable Purchase Prices. Prior to entering into an inclusionary housing agreement, at the request of the developer of a for-sale residential project, the community development department will assist developers in estimating the calculations of maximum affordable purchase prices based on the assumptions provided in this section. These estimations shall only be for the purpose of projecting the feasibility of the project and shall not be binding, as prevailing conditions in the housing market and fluctuations in interest rates may affect the final calculation of affordable purchase prices. The timing and procedure for final calculation of affordable purchase prices shall occur pursuant to the provisions of this section.

(b) Method for Sale of Affordable Units. The method for the sale of affordable units is shown in this subsection. The community development department shall review these assumptions and procedures annually and make revisions as necessary:

(1) Units Appraised at Fair Market Value. At the time that the unit will be marketed and made available for sale, the fair market value of the unit will be determined. This determination will be made by a qualified appraiser who will be selected by the community development director and paid for by the developer.

(2) Calculation of Affordable Maximum First Mortgage. The sale of affordable units will be implemented by a "silent second" mortgage program by the city. After the fair market value of the unit has been determined, the city will calculate the affordable maximum first mortgage amount for a qualified low income purchaser of the unit. The following procedure will be used for determining the affordable maximum first mortgage amount:

(A) Determine the family size appropriate to the unit. For purposes of this calculation, "adjusted for family size appropriate to the unit" means adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit and six persons in the case of a five-bedroom unit.

(B) Determine the household income available for the affordable maximum first mortgage calculation for a low income household based on the appropriate household size using the current HUD area median income figures for Yolo County. The calculation of available household income should be based on eighty percent of area median income for the appropriate household size.

(C) Calculate the amount of income available for housing costs by multiplying the income figure by thirty percent. For the purpose of determining the affordable purchase price, the cost of utilities, property taxes, insurance, primary mortgage insurance, maintenance and repair costs, and like expenses are not required to be included in the calculation. Homeowners' association dues may be included in the calculation of affordable purchase price if the community development department determines that such costs would place a substantial burden on the low income homeowners' ability to purchase a home and make monthly mortgage payments.

(3) Limitation of Down Payment Requirement. For purposes of this calculation, required down payments for low income purchasers shall be limited to no more than five percent of the purchase price. The developer or seller may not require a buyer to make a larger down payment but a buyer may elect to make a larger down payment in order to reduce the amount of the first mortgage. This limit to the down payment requirement is intended to provide greater flexibility for low income homebuyers who might find it difficult to provide a higher down payment amount.

(4) Calculation of "Silent Second" and Regulatory Agreement Equity Share. The "silent second" shall be in the amount of one thousand dollars. A note and deed of trust, or other appropriate document, securing the silent second will be recorded and assigned to the city at the time of sale of each affordable unit. The promissory note and deed of trust, or other designated document, will remain a lien against the property, subordinate to the first mortgage. This note will have a thirty-year due date which can be extended by the community development director. The regulatory agreement recorded against the property shall include an equity share baseline in the amount of the difference between ninety-five percent of the purchase price (or purchase price minus down payment amount) and the amount of the affordable maximum first mortgage. The equity share shall be triggered and calculated at the sale of the affordable unit to a non-qualified purchaser or at a non-affordable price.

(c) Payoff of the Silent Second and Regulatory Agreement Equity Share. The silent second may not be prepaid during its first ten years, as long as the low-income purchaser occupies the unit as their primary residence during this period. The amount due to the city under the equity share provision of the regulatory agreement at the eventual payoff of the silent second or the sale of the affordable unit to a non-qualified purchaser or at a non-affordable price shall be the amount which bears the equal ratio to the fair market value at the time the silent second is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price. For example, if the original sales price was two hundred thousand dollars and the original equity share baseline was fifty thousand dollars, the ratio would be twenty-five percent. If the fair market value at the time of payoff were four hundred thousand dollars, the amount due the city would be one hundred thousand dollars, or twenty-five percent of four hundred thousand dollars. In another case, if the property rose in value to two hundred fifty thousand dollars, the twenty-five percent ratio would dictate the payoff amount to the city to be sixty-two thousand five hundred dollars.

(d) Affordable Housing Fund. Funds received by the city through payoffs of equity share provisions of regulatory agreements will be deposited into the city's affordable housing fund. These funds may be used at the discretion of the community development director to make additional affordable housing loans to income-qualified purchasers to facilitate the purchase of homes, to subsidize affordable multifamily projects, or for any other use to promote the development of affordable housing within the city of Woodland. Up to ten percent of each year's income from the affordable housing fund may be used for administration and ongoing monitoring of loans made from the fund.

Sec. 6A-5-30. - Homebuyer eligibility requirements for affordable units.

(a) Maximum Income Limitation. Low-income households purchasing affordable units shall have incomes that do not exceed eighty percent of the current area median income for Yolo County as adjusted for household size. In the event that the developer or owner is unable to locate a qualified low-income household purchaser within ninety days, the city shall market for sixty days to households with incomes up to one hundred percent of the area median income for Yolo County as adjusted for household size. If no qualified purchaser has been identified, the city shall then market for sixty days to households with incomes up to one hundred twenty percent of the area median income for Yolo County as adjusted for household size.

(b) Primary Residence Certification. Purchasers must certify that the home will be used as a primary residence.

(c) Rental of Affordable For-Sale Units. In the event that the developer or owner is unable to locate a qualified household purchaser within **sixty days** after marketing an affordable unit in accordance with the approved marketing plan, the Developer may lease the applicable unit while continuing a good faith effort to sell the affordable units. The applicable unit shall be rented to a low income household for a monthly rent that is consistent with the requirements for affordable multifamily units as set forth in Section 6A-4-30 of this Chapter. Any such lease shall be for a period not to exceed one year, and developer or owner shall continue to solicit potential

buyers during the term of the lease, provided that the developer or owner shall not sell the property until the term of such lease is expired. Notwithstanding the foregoing, the owner or developer shall not lease the property under this section for a period of greater than **two years**, without the written agreement of the City.

Sec. 6A-5-40. - Resale requirements for affordable units.

(a) Conditions of Owner-Occupancy Hardship.

(1) For so long as the qualified purchaser (owner) owns the unit, the unit will be occupied solely by the owner and the owner's immediate family as the owner's principal place of residency. Notwithstanding the foregoing, however, the community development director may authorize the owner to rent-out the affordable unit, for a cumulative period not to exceed one year, if the owner establishes to the community development director's reasonable satisfaction that the owner-occupancy requirement would cause hardship to the owner because of:

(A) Divorce or separation of the owner(s);

(B) The extended absence from the affordable unit by the owner because of the serious illness or disability of the owner or a member of the owner's household or immediate family;

(C) Absolute necessity for immediate relocation of the owner from the greater Sacramento area for purposes for the owners' employment; or

(D) The owner's loss of employment.

(2) The purpose of the foregoing limited exceptions to the owner-occupancy requirement is to allow the owner to recover from a temporary inability to occupy the affordable unit or to provide for the orderly disposition of the unit in cases of hardship, and is not intended to permit long-term rental of the unit. For these reasons, the term "hardship" shall be narrowly construed and a condition of hardship shall be considered to exist for the minimum possible time.

(b) Procedure for Resale of the Affordable Dwelling Unit. In order to maintain the affordability of the for-sale affordable units the city shall impose the following resale conditions. No for-sale affordable units shall be offered for resale or resold other than in the manner provided herein until the owner or purchaser has owned the house for ten years or longer:

(1) Prior to advertising the availability of the for-sale affordable unit or otherwise offering the unit for sale, the owner shall provide the city with a notice of owner's intent to sell the unit. The notice shall indicate the location of the unit and the number of bedrooms contained in the unit. The notice shall provide the city a period of thirty calendar days after receipt of such notice (resale marketing period) to either:

(A) Provide the owner with an active and current list of interested and qualified purchasers; or

(B) Determine that no interested and qualified purchaser is available.

(2) Following the receipt of such notice, the city shall either complete or require the owner to have completed an appraisal report to determine the fair market value of the unit. This appraised value will be used by the city to determine the seller's equity share provision obligation, equaling the amount which bears the same ratio to the fair market value at the time the note is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price. The city will also use the appraisal of the affordable unit to determine the amount of subsidy in the form of the assumed and possibly increased equity share provision that will be required by the subsequent qualified purchaser of the affordable unit.

(3) Upon receipt of the notice of owner's intent to sell, the city shall also provide the owner with a disclosure form that must be completed by a prospective qualified purchaser and returned to the city. The primary purposes of the disclosure form shall be to:

(A) Provide the city with information that the city will need to confirm that the prospective purchaser of the unit is a qualified purchaser; and

(B) Ensure that the prospective purchaser of the unit is aware of the owner-occupancy and resale restrictions applicable to the affordable unit.

(4) Within three days after executing any contract or agreement for sale of the affordable unit, the owner shall deliver to the city a copy of the contract or agreement, together with the completed and fully executed disclosure form and evidence supporting the prospective purchaser's gross income as shown on the disclosure form. The proposed sale shall be deemed approved unless the city, within ten days after receipt of such information, provides notice to the owner either that:

(A) The proposed sale does not comply with the provisions of this chapter;
or

(B) Additional information is required.

If the proposed sale is disapproved or if the city determines that additional information is required, the notification shall be accompanied by a statement of the reason(s) for that decision.

(c) Resale to a Qualified Purchaser.

(1) Each qualified purchaser shall be required to purchase the affordable unit with cash, a mortgage secured by a first deed of trust on the affordable unit, or a combination of the two.

(2) At close of escrow the owner shall assign, and the qualified purchaser shall assume, the note, or other applicable document securing the city's silent second subsidy on the property. The ten-year occupancy requirement and restrictions on re-sale applied to the original qualified purchaser of the affordable unit shall be reset to the date the note or applicable document is assumed by the subsequent qualified purchaser. The subsequent qualified purchaser shall enter into a regulatory agreement with the city which shall be recorded against the property.

(3) The city may provide an additional subsidy (if available) to increase the amount of the equity share provision of the regulatory agreement in order to allow the qualified purchaser to purchase the unit (i.e., increase the percentage of the purchase price which is represented by the equity share baseline).

(4) The city shall subordinate its lien to any commercial lender providing a loan to enable the qualified purchaser to purchase the affordable unit, providing the amount of such loan does not exceed the purchase price for the affordable unit plus the qualified purchaser's actual share of closing costs and other related expenses.

Sec. 6A-5-50. - Limited exceptions to resale requirements.

(a) Inability to Identify a Qualified Purchaser.

(1) In the event the owner or the city is unable to identify a qualified purchaser who is able to purchase the unit within the resale marketing period in compliance with the sales timelines of this chapter and the regulatory agreement, the city shall have the right to purchase the unit at the affordable purchase price. If the city decides not to purchase the unit, the owner may, with the prior written consent of the city, sell the unit to a non-qualified purchaser without regard to the purchaser's income. The owner's request to the city to sell to a non-qualified purchaser shall be accompanied by evidence establishing that the owner has actively and in good faith attempted to identify a qualified purchaser for the unit throughout the resale marketing period using affirmative marketing measures. "Affirmative marketing" means that the owner shall have continuously listed the property on the multiple listing service and shall have acted in good faith in responding to inquiries and offers from qualified purchasers.

(2) In the event of an approved resale to a non-qualified purchaser due to the seller's and the city's inability to identify a qualified purchaser within the ten-year occupancy requirement, the seller shall be required to pay off the equity share provision of the regulatory agreement to the city at the close of escrow. The amount due to the city shall be the amount which bears the equal ratio to the fair market value at the time the

equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

(b) Resale Necessitated by Hardship.

(1) The owner may sell the unit to a non-qualified purchaser during the ten-year affordability period and pay off the equity share provision of the regulatory agreement to the city in full if the community development director reasonably determines that the sale of the unit to a non-qualified purchaser is necessary due to circumstances of hardship, or "excluded transfers," which may include:

(A) Financial hardship causing risk of default of the owner's first mortgage;

(B) A transfer resulting from the death of the owner;

(C) A transfer to the owner and his or her spouse as joint tenants;

(D) A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree.

(2) No excluded transfer shall be effective unless the city has received a written request to approve the excluded transfer not less than thirty days prior to the proposed date of transfer. Any such request shall be accompanied by documentation supporting the basis for the excluded transfer.

(3) In the event of an approved resale to a non-qualified purchaser necessitated by the seller's circumstance of hardship within the ten-year occupancy requirement, the seller shall be required to pay off the equity share provision of the regulatory agreement to the city at the close of escrow. As previously stated, the amount due to the city shall be the amount which bears the equal ratio to the fair market value at the time the equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

(4) The city may record a default notice on any affordable unit. In the event of default, the city, in its discretion, may purchase the unit. In the event the city purchases an affordable unit pursuant to this subsection or subsection (a)(1), the city shall take reasonable steps necessary to maintain the affordability of the unit and identify a qualified purchaser. The city shall not maintain ownership and rent the affordable unit.

(c) Resale after Close of Ten-Year Occupancy Requirement.

(1) The resale restrictions for affordable units shall be removed after a qualified purchaser has occupied the unit as their primary residence for at least ten years. However, the silent second note will remain with the property secured by the deed of trust or other applicable document until either: (A) the unit is sold; or (B) the silent second becomes

amortized and payable after thirty years per the provisions of this chapter, unless extended by the community development director.

(2) In the event that the affordable unit is resold at fair market value, the equity share provision of the regulatory agreement is due in full at the close of escrow. Again, the amount due to the city shall be the amount which bears the equal ratio to the fair market value at the time the equity share provision is paid off as the initial value that the equity share baseline had in relation to the original fair market sales price.

Sec. 6A-5-70. - Monitoring and compliance requirements for for-sale units.

Single-Family Residential Project Monitoring Requirements. Affordable for-sale units will be monitored to make sure that the owners are complying with the occupancy requirement and are not subleasing the property. Certified or return-receipt mailings will be sent to the owners of affordable for-sale units at least once every two years with a form requesting the required certifications. In addition, the mailing should restate the restrictions regarding sale or refinancing of the property.

Article VI. - Alternatives to on-site construction of affordable units.

Sec. 6A-6-10. – Alternative Means of Compliance. As an alternative to on-site construction of the affordable units as set forth in this chapter, the city may, at its discretion, permit the developer to satisfy the requirements of this chapter through one or more of the alternative means of compliance as described in this Article VI.

Sec. 6A-6-20. - Land dedication.

(a) A developer may be allowed to make an irrevocable offer of dedication to the city or its designee of sufficient land to satisfy the affordability requirement under this section, if either:

(1) The developer demonstrates to the city council that it is not feasible to develop the affordable dwelling units on-site as part of the residential project; or

(2) In the judgment of the community development director, the developer's proposed land dedication would accomplish the objectives of this chapter.

(b) Dedicated sites for residential projects shall meet the following criteria:

(1) The dedicated site shall be a minimum of two acres unless the city agrees to a smaller site based on a special housing need.

(2) The dedicated site shall be economically feasible to develop, of sufficient size to build the required number of affordable units and physically suitable for development of the required affordable units prior to the dedication of the land. The city

may, at its discretion, accept a dedicated site that will provide a different housing type than would be required if the affordable units were constructed on-site, if in the judgment of the community development director such dedication would accomplish the objectives of this chapter.

(3) The dedicated site shall also have appropriate general plan designation and zoning to accommodate not less than the required number of units, be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the city.

(4) The value of the dedicated site shall be equal to or greater than the in-lieu fee in effect at the date of dedication for the applicable residential development multiplied by the number of otherwise required inclusionary units within the residential development.

(c) The city may approve, conditionally approve, or reject such offer of land dedication of any specific property. If the city rejects such an offer of land dedication, the developer shall be required to meet the affordable housing obligations by other means set forth in this chapter.

(d) Density Credit. In determining the amount of land to dedicate to satisfy a developer's affordable housing obligation, the developer shall receive credit for the base density of the dedicated site (e.g., twenty units per acre if the dedicated parcel is zoned R-20).

(e) Development of Dedicated Land. Within one year from the date of conveyance of the dedicated land to the city, the city shall determine, at its discretion, whether the dedicated land will be:

(1) Developed by the city to produce the required affordable dwelling units; or

(2) Conveyed to an affordable housing developer approved by the city to produce the required affordable dwelling units. The city council shall determine which affordable housing developer shall be conveyed the land required to produce the affordable dwelling units.

Sec. 6A-6-30 - In-Lieu Fees.

(a) The developer may be permitted to pay in-lieu fees to satisfy all or a part of the developer's affordable housing obligation if either:

(1) The developer demonstrates to the city council that it is not feasible to develop the affordable dwelling units on-site as part of the residential project; or

(2) In the judgment of the City Council, the payment of in-lieu fees would accomplish the objectives of this chapter.

(b) The payment amount of in-lieu fees shall be determined pursuant to an adopted fee schedule designating in-lieu fees for both rental and for-sale affordable units, to be reviewed and revised as necessary on an annual basis, provided that the payment of in-lieu fees must be approved by the city council following review of the development's affordable housing plan. The city council will review a request for payment of in-lieu fees taking into consideration the following:

(c) If the city determines that the developer may contribute in-lieu fees, the developer must pay such fees as a lump sum prior to the issuance of the first building permit for the residential project. No building permit or certificate of occupancy shall be issued by the city until the developer provides written proof of the payment of all in-lieu fees.

Sec. 6A-6-40 Combination of Methods to Provide Inclusionary Housing

The developer of a project may propose any combination of the requirements for the construction of on-site affordable units pursuant to Article IV and V of this Chapter and/or alternative options pursuant to this Article VI in order to comply with the provisions of this Chapter. Such proposals shall be made in and considered by the City as part of the developer's application for development entitlements, and approved by the City if the City Council finds that the combined construction of affordable units and/or alternative methods of compliance provide substantially the same or greater level of affordability and the amount of affordable housing is as required pursuant to this Chapter.

Article VII. - Administration.

Sec. 6A-7-10. - Administration of inclusionary housing program.

The community development department shall be responsible for the implementation of this chapter. Guidelines implementing this chapter shall be maintained by the community development department. Revisions to the guidelines necessary to comply with local, state and federal law may be approved by the community development director. Any other substantive revisions to the administration of the plan shall be made with the approval of the city council affordable housing subcommittee.

Sec. 6A-7-20. - Administrative review of adverse determinations.

(a) Any applicant or other person who contends that his or her interests have been adversely affected by a determination in regard to this chapter or the guidelines prepared by the community development department for the implementation of this chapter may appeal such determination to city council by filing a written appeal with the city clerk within ten calendar days after the determination or requirement is made. Said appeal shall be accompanied by a filing fee as prescribed by city council resolution. At its next regular meeting after the filing of

such appeal, the city council shall set a date for a public hearing on the matter and shall mail notice of the hearing at least ten calendar days prior to said hearing.

(b) The city council may reverse or modify any such determination if it finds that the action under appeal does not conform to the provisions of this chapter or to the guidelines prepared by the community development department for the implementation of this chapter.

Sec. 6A-7-30. - Judicial review.

Nothing in this chapter shall in any way preclude or limit any aggrieved party from seeking judicial review after such person has exhausted the administrative remedies provided by this chapter. However, it shall be conclusively presumed that a litigant has not exhausted his or her administrative remedies as to any issue which is not raised in the administrative proceedings authorized in this chapter.

Sec. 6A-7-40. - Penalties and enforcement.

(a) Any person violating any provision or failing to comply with any of the requirements of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable for each offense by a fine, or by imprisonment in the county jail, or by both fine and imprisonment. Such person shall be deemed to be guilty of a separate offense for each and every day during any portion of which any violation of this chapter is commenced, continued or permitted and shall be punished as provided in this chapter.

(b) In lieu of or in addition to the penalties prescribed above, the city may institute such other legal proceedings as it deems necessary and proper for the enforcement of the terms of this chapter, including but not limited to actions for specific performance, injunctive relief, or such other legal or equitable remedies as may be available under state or federal law.

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 11/30/2017 6:21:49 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/30345922/1	
Modified DMS: iw://iManage/iManage/30345921/1	
Changes:	
<u>Add</u>	50
Delete	40
Move From	2
<u>Move To</u>	2
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	94



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: December 5, 2017
ITEM #: 15.
SUBJECT: Rotation of Mayor and Mayor Pro Tempore

Recommendation for Action:

Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Article II of the Woodland Municipal Code.

Staff Contact:

Ana B Gonzalez, City Clerk, 5306615806, ana.gonzalez@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact associated with the staff recommendation contained in this report.

Background:

As part of the transition from At-Large Council elections to Council elections By-District, in the fall of 2016 the City Council amended Article II of the Municipal Code establishing annual rotating terms for the office of Mayor and Mayor Pro Tempore.

Specifically, the Municipal Code provides that:

1) At the first City Council meeting in December of every odd year (and the first meeting following the certification of election results of any municipal general election), the city council shall designate its presiding officer who shall have the title of mayor. The council member who served as mayor pro tempore immediately prior to this meeting shall be designated as mayor. (Section 2-2-1).

In addition,

2) At the same meeting at which the mayor is selected, the city council shall also designate one of its members as mayor pro tempore, who shall perform the duties of the mayor during the mayor's absence or disability. The mayor pro tempore shall be selected from among the council members on a rotating basis in accordance with their district numbers. (Section 2-2-3).

The Municipal Code further states that both the Mayor and Mayor Pro Tempore serve in their respective capacities at the pleasure of the City Council.

Discussion:

Currently, Council member Angel Barajas serves as Mayor and Council member Enrique Fernandez (District 4) serves as Mayor Pro Tempore. Pursuant to the process spelled out in the Municipal Code, Council member Fernandez is in line to be designated as Mayor and Council member Xochitl Rodriguez (District 5) would be designated as Mayor Pro Tempore.

Both positions would be held for a period of one year, with the next rotation occurring at the first regular meeting following certification of the election results of the November 2018 municipal general election. Under

the current process, the Council member representing District 5 (Rodriquez) would be designated Mayor and the Council member elected to represent District 1 would be designated as Mayor Pro Tempore, for a period of one year, until the first meeting in December 2019.

Conclusion:

Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Article II of the Woodland Municipal Code.



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Article II Mayor and Mayor Pro Tempore	11/28/2017	Backup Material

Article II. - Mayor and Mayor Pro Tempore.

Sec. 2-2-1. - Appointment and removal.

- (a) During the first city council meeting following the certification of election results after any general municipal city election at which council members are elected and during the first city council meeting in December of every odd year beginning in 2017, the city council shall meet and designate its presiding officer who shall have the title of mayor. The council member who served as mayor pro tempore in accordance with Section 2-2-3 immediately prior to this meeting shall be designated as mayor. The mayor shall serve a term of one year. The mayor shall serve in this capacity at the pleasure of the city council.
- (b) Should the person who was selected as mayor pro tempore in accordance with Section 2-2-3 no longer be a council member at the time of the above-referenced meeting, the remaining council members shall select one of their number as mayor by a majority vote.

(Ord. No. 935, § 2 (part); Ord. No. 1197, § 2 (part); Ord. 1317, § 2 (part).)

(Ord. No. 1575, § 1, 3-3-2015; Ord. No. 1604, § 1, 11-15-2016)

Sec. 2-2-2. - Duties of mayor.

The mayor shall perform those duties required by law or which, consistent with the office, the mayor voluntarily assumes within the limitations of the law and the limitations imposed by the council.

(Ord. No. 935, § 2 (part); Ord. No. 1197, § 2 (part); Ord. No. 1317, § 2 (part).)

Sec. 2-2-3. - Mayor pro tempore.

At the same meeting at which the mayor is selected in accordance with Section 2-2-1(a), the city council shall also designate one of its members as mayor pro tempore, who shall perform the duties of the mayor during the mayor's absence or disability. The mayor pro tempore shall be selected from among the council members on a rotating basis in accordance with their district numbers. The mayor pro tempore shall serve in this capacity for one year and shall serve at the pleasure of the city council.

(Ord. No. 935, § 2 (part); Ord. No. 1197, § 2 (part); Ord. No. 1317, § 2 (part).)

(Ord. No. 1575, § 2, 3-3-2015; Ord. No. 1604, § 2, 11-15-2016)