



City of Woodland

Meeting Agenda

City Council

City Hall
300 First Street
Woodland, CA 95695

Tuesday, April 3, 2018

6:00 PM

Council Chambers

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

April 3, 2018
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. Parks & Recreation Commission Meeting Minutes for February 26, 2018

Staff recommends that the City Council receive the February 26, 2018 Parks & Recreation Commission Minutes that were approved on March 26, 2018.

G. CONSENT CALENDAR

- 3. Recognition of Kiwanis Club of Woodland

Staff recommends that the City Council recognize the Kiwanis Club of Woodland

with a Certificate of Appreciation for being a sponsor for the City's Recreation Exposition "ReXpo" and providing swim lesson scholarships.

4. Final Acceptance and Notice of Completion for 2017 Water and Sewer Repair and Replacement Project, CIP 15-22

Staff recommends that the City Council approve Resolution No. _____, accepting the 2017 Water and Sewer Repair and Replacement Project, CIP 15-22, construction contract as complete and authorize the City Clerk to file a Notice of Completion.

5. Award Construction Contract for the West Street Transmission Main Project (Phase One), CIP #17-08

Staff recommends that the City Council adopt Resolution No. _____, to:

1. Award a construction contract in the amount of \$1,772,945 to Civil Engineering Construction, Inc. for CIP 17-08, West Street Transmission Main Project (Phase One) and authorize a contract contingency of up to 10% (\$177,295),

2. Approve a consultant agreement for construction inspection services with Psomas in an amount up to \$237,520.

6. Approve Contract with Laugenour and Mickle for Phase II - West Street Water Main Project, CIP 17-08

Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to execute the consultant services agreement with Laugenour and Mickle (L&M) for the Phase II - West Street Water Main Project, CIP 17-08, for an amount up to \$131,000 and authorize a contingency of up to 10% (\$13,100).

7. Award Construction Contract for the WPCF Pond 7 Biosolids Drying and Removal, CIP 18-06

Staff recommends that the City Council Adopt Resolution No. _____, awarding a construction contract with Sierra National Construction for construction services in the amount of \$429,000 for the WPCF Pond 7 Biosolids Drying and Removal Project and approve construction contract change order(s) for construction contingencies of up to an additional 25% of the contract award amount (\$107,250).

8. Approval of Agreement for Countywide Homeless Coordination Project

Staff recommends that the City Council adopt Resolution No. _____, approving a new three-year Homeless Coordination Project Agreement for the period of July 1, 2018 – June 30, 2021 (Fiscal Years 2019 - 2021) and authorize the City Manager to execute any and all documents needed for the City to implement the project.

9. Approve Contract with Laugenour and Mickle for 2019 Water Main Replacement Project, CIP 19-15

Staff recommends that the City Council approve Resolution No. _____ to:

1. Create a new capital project, 2019 Water Main Replacement Project, CIP 19-15;
2. Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP 09-23 to the 2019 Water Main Replacement Project, CIP 19-15 to provide for the project budget.
3. Authorize the City Manager to execute a consultant agreement with Laugenour & Mickle in the amount of \$139,320 for the design of the 2019 Water Main Replacement Project, CIP 19-15;
4. Authorize a contingency of up to 10% (\$13,930) for the design of the 2019 Water

10. Proclamation for Business of Excellence to Hoblit Dodge
Staff recommends that the City Council adopt a Proclamation honoring Hoblit Chrysler Jeep Dodge Ram (Hoblit Dodge) for their contribution to the community and local economy.
11. Proclamation Recognizing Woodland High School Girls Soccer Team
Staff recommends that the City Council recognize the Woodland High School Girls Soccer Team on their recent victory to become the 2018 CIF Northern California Regional Girls Soccer Champions. The certificate will be presented at an event on April 13, 2018.
12. Approve New Job Classification and Updated Salary Schedule
Staff recommends that the City Council approve 1) the new job classification of Social Services Manager and 2) Updated City of Woodland Salary Schedule.

H. PUBLIC HEARINGS

13. Project Appeal - Woodland Downtown Suites - Tentative Subdivision Map, Site Plan and Design Review
Staff recommends that the City Council:
 1. Conduct a public hearing; and
 2. Adopt Resolution No. _____ (**Attachment 1**), Denying the Appeal of the Planning Commission's March 1, 2018 Decision to Approve Planning Application PLNG-18-00006, a 14-lot Tentative Subdivision Map (Map No. 5141), and Site Plan and Design Review for a 14-unit, Residential Development Proposal at 447 and 451 Third Street in the Downtown Specific Plan, District D.
14. Mobilitie Small Cell Co-location CUP and License Agreement
Staff recommends that the City Council
 - (1) Conduct the public hearing;
 - (2) Approve the Conditional Use Permit (CUP) for the construction and operation of two small cell co-location telecommunications facilities and the installation of related equipment co-located on two separate City of Woodland light poles within the public right-of-way. Site One: located on the north side of West Cross Street just east of Community Lane (Lat-Long 38.67223300, -121.79109100) Site Two: located on Lincoln Avenue, near the intersection of Summertree Lane (Lat-Long 38.676177, -121.789697); and
 - (3) Adopt the attached resolution authorizing the City Manager to execute the Communications Site License Agreement with Mobilitie LLC Wireless for the small cell locations.

I. REPORTS OF THE CITY MANAGER

15. Regulation of Shopping Carts
Staff recommends that the City Council introduce the ordinance amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10, related to shopping carts.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled

for April 3, 2018 was posted on March 30, 2018 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: April 3, 2018
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 Gonzalez, City Clerk, (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background:

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

Prepared By: Jennifer Robinson, Secretary to the City Manager

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Long Range Calendar	3/30/2018	Backup Material

UPDATED COUNCIL LONG RANGE CALENDAR

APRIL 17th	(CAP-TO-CAP)	REGULAR MEETING
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Women of the Year – Presentation
Motorola Service Agreement – Body-Worn Cameras
Sewer Rate Study Consultant Contract

MAY 1st	REGULAR MEETING
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Fire Marshal Job Description
Fire Department – Proposed Fee Update
Considerations of Position on Statewide Ballot Measures
General Plan (Clean-up Language)
Big Day of Giving Proclamation
Interim Zoning Update (1st Reading)
Interim Zoning Urgency Ordinance – Public Hearing

MAY 15th	REGULAR MEETING
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Presentation – FY2018/19 Proposed Budget
Measures E and F Spending Plan

JUNE 5th	REGULAR MEETING
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Ag Mitigation Ordinance (1st Reading)

FUTURE TOPICS / STUDY SESSIONS (TBD):

City Council Goals – Progress Report and Update (Study Session(s))
Development Impact Fee Update
Abandoned Property Ordinance



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 2.
SUBJECT: Parks & Recreation Commission Meeting Minutes for
February 26, 2018

Recommendation for Action:

Staff recommends that the City Council receive the February 26, 2018 Parks & Recreation Commission Minutes that were approved on March 26, 2018.

Staff Contact:

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

Prepared By: Kris Bain, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

ATTACHMENTS:

Description	Upload Date	Type
Feb 26_2018 Parks & Recreation Commission meeting minutes	3/27/2018	Minutes

City of Woodland

City Hall
300 First Street
Woodland, CA 95695



Parks and Recreation Commission Meeting Minutes

Monday, February 26, 2018

6:30 PM
Council Chambers

A. Call to Order

B. Roll Call

Absent: Singh

C. Pledge of Allegiance

D. Communications - Public Comment

E. Communications - Commission/Staff Statements and Requests

F. Presentation

1. Marshall Echols, Recreation Supervisor
Sacramento Junior Tennis Fund

Sacramento Junior Tennis Fund presented a check to CSD. Echols highlighted the current offering of free tennis lessons. This is the third year the City has received this grant, for a total of \$5,800.00.

G. New Business

H. Committee Reports

2. Standing Committee Report
 - Facilities Committee
 - Budget & Finance Committee
 - Program & Department Evaluation Committee
 - Urban Forest Committee
 - Ad Hoc Committee
 - Volunteerism Committee

I. Consent Calendar

3. Approve January 22, 2018 Minutes

On a motion by Andrew Foraker, seconded by Carla White-Snyder and carried unanimously, Motion to approve the January 22, 2018 minutes as written

Ayes: Ali, Foraker, Valcarenghi, White-Snyder

Absent: Singh

J. Other Business

4. Commission Absent Requests

No absent requests at this meeting.

- 5. Measure J Sports Scholarships and Fee Rebates
- 6. Renaming of Southland Park

On a motion by Andrew Foraker, seconded by Carla White-Snyder and carried unanimously, Motion to support the renaming of Southland Park to Gracie Hiddleson Park.

Ayes: Ali, Foraker, Valcarenghi, White-Snyder

Absent: Singh

- 7. Sports Park Master Plan

Commission would like the following communicated to Council:

- 1. Planning project phases consistent with adding the necessary related facilities at the same time (such as parking and restrooms.**
- 2. Analyzing the need for the addition of pickleball.**
- 3. Considering the costs of operations and maintenance for the proposed facilities prior to the approval of moving forward with fundraising/design of the proposed facilities. Ensuring funding for the operations and maintenance of new facilities is available.**
- 4. Adding a walking path around the future detention basin.**

K. Report of the Staff

- 8. Parks & Recreation Commission Staff Report February 2018

L. Next Meeting

- 9. March 26, 2018

M. Adjourn

On a motion by Carla White-Snyder, seconded by Rashid Ali and carried unanimously, Motion to adjourn meeting at 7:53 p.m.

Ayes: Ali, Foraker, Valcarenghi, White-Snyder

Absent: Singh



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 3.
SUBJECT: Recognition of Kiwanis Club of Woodland

Recommendation for Action:

Staff recommends that the City Council recognize the Kiwanis Club of Woodland with a Certificate of Appreciation for being a sponsor for the City's Recreation Exposition "ReXpo" and providing swim lesson scholarships.

Staff Contact:

Christine Engel, Community Services Director, (530) 661-2001, christine.engel@cityofwoodland.org

Fiscal Impact:

This action results in a neutral fiscal impact. Kiwanis Club of Woodland provided fifty swim lesson scholarships in the amount of \$60 each. Participants then paid the remaining \$10 to cover the full cost of the swim lesson.

Background:

Every year in March, the City's Community Services Department hosts a recreation exposition "ReXpo". This event kicks off the summer recreation registration period and provides an opportunity for the public to learn about upcoming recreation programs.

During spring, summer, and fall, the City offers swim lessons, starting with children as young as six months old. There are seven two-week sessions offered each year, with about 300 classes (approximately 1000 participants). For two years the City has provided about 80 swim lesson scholarships for income qualifying families.

Discussion:

Over the last few months, staff has been working with the Kiwanis Club of Woodland on ways to partner. Kiwanis Club of Woodland approached the Community Services Department and expressed their concern with water safety and asked about the possibility of providing swim lesson scholarships for youth from income qualifying families. Kiwanis Club of Woodland has provided the City with \$3000 in order to offer 50 additional swim lesson scholarships. These scholarships, along with the 80 the City is able to offer, were all distributed prior to the end of February. Kiwanis Club of Woodland also offered to help sponsor this years "ReXpo" held on March 2. At this event, they provided approximately 350 hot dogs, snacks, and drinks to the public.

Conclusion:

Staff recommends that the City Council recognize the Kiwanis Club of Woodland with a Certificate of Appreciation for being a sponsor for the City's Recreation Exposition "ReXpo" and providing swim lesson scholarships.

Prepared By: Christine Engel, Community Services Director



Paul Navazio, City Manager

ATTACHMENTS:

Description

Certificate

Upload Date

3/21/2018

Type

Backup Material

City of Woodland

CERTIFICATE OF APPRECIATION

Honoring

Kiwanis Club of Woodland

For Sponsoring “ReXpo” and Providing Swim Lesson Scholarships

Dated this 3rd day of April, 2018

Enrique Fernandez, Mayor

Xochitl Rodríguez, Mayor Pro Tempore

Marlin H. “Skip” Davies, Council Member

Angel Barajas, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 4.
SUBJECT: Final Acceptance and Notice of Completion for 2017 Water and Sewer Repair and Replacement Project, CIP 15-22

Recommendation for Action:

Staff recommends that the City Council approve Resolution No. _____, accepting the 2017 Water and Sewer Repair and Replacement Project, CIP 15-22, construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Staff Contact:

Ed Wisniewski, Associate Civil Engineer, (530) 661-5975, ed.wisniewski@cityofwoodland.org

Fiscal Impact:

The authorized budget for the project was \$3,500,000, provided through Water and Sewer Enterprise Funds (\$3,000,000 and \$500,000 respectively). Of the project budget, \$2,590,810 was for construction, and the remainder was design, contingency, construction management & inspection, and project management. Actual project costs for the completed project were \$3,382,000.

There is no impact to the City's General Fund.

Background:

This project was the second installment of a multi-year program aimed at replacing old and failing water mains throughout the City. Approximately 40% of the water mains in the City are over 50 years old, with some even exceeding 100-years. Some of these water mains are in need of replacement due to frequent breaks and leaks. City engineering and operations 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.

Based on the prioritization, this project replaced water mains and laterals in the following areas:

- Buckeye Street between Cottonwood St. and West St.
- California Street between W. Beamer St. and Buckeye St.
- West Street between W. Beamer St. and Buckeye St.
- McKinley Avenue between Park Ave. and Lincoln Ave.
- Jefferson Street between West St. and McKinley Ave.
- Oak Avenue between West St. and Cleveland Ave.
- Park Avenue between West St. and Cleveland Ave.

The project constructed approximately 8,500 linear feet of new eight-inch (8") mains in the street and connected residences directly to the mainline with new polyethylene services. As a result of the project, more than 200 residences now experience more reliable water pressure and better water quality water. The project also corrected more than 100 sewer lateral defects in the same areas.

Discussion:

Six change orders were executed throughout the course of the project in a total amount of \$259,038, which is just

under the council approved 10% of contingency. The primary catalyst for the change orders was the discovery of unknown or undocumented utilities in conflict with the design. This is not surprising for a project of this nature where old infrastructure is being replaced. In the end, the project team was able to come together and adapt quickly to the changed site conditions and overcome some significant obstacles.

See below for a breakdown of the project costs:

Construction	\$2,590,810
Change Orders	\$259,038
Total Construction Cost	\$2,849,848
Design	\$104,500
Construction Management/Inspection	\$377,340
Staff Time/Project Expenses	\$50,000
Total Project Costs	\$3,382,000
Total Project Budget	\$3,500,000

Being that this just the second iteration in an annual replacement program, staff learned some valuable lessons on this project which will benefit future phases of the program. One example of this would be the method by which sewer laterals are replaced. In this year's project, 58 sewer laterals were identified for replacement by open trench method to correct defects such as sags, offsets, and material defects. Upon excavation of the lateral trenches, exposure of the lateral-to-mainline connection often caused additional damage to the brittle connecting element (the wye), and led to costly repairs beyond the initial scope of the project. On future projects, staff has identified mainline rehabilitation through cured-in-place liners as a relatively inexpensive means for providing increased structural stability of the sewer mainline. This will in turn provide a more stable connection for the sewer lateral resulting in simpler construction of the lateral-to-main connection. At the same time, it also replaces the old clay mainline with a smooth, joint-free pipe, thereby adding life to the mainline without the expense of digging it up.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, accepting the 2017 Water and Sewer Repair and Replacement Project, CIP 15-22, construction contract as complete and authorize the City Clerk to file a Notice of Completion.

Prepared By: Ed Wisniewski, Associate Civil Engineer

Reviewed By: Tim Busch, Principal Utilities Civil Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/16/2018	Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT
THE 2017 WATER AND SEWER REPAIR AND REPLACEMENT PROJECT (CIP 15-22)
CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO
FILE A NOTICE OF COMPLETION.**

WHEREAS, the 2017 Water and Sewer Repair and Replacement Project (CIP 15-22) is fully funded in the Capital Budget for \$3,500,000.00; and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on January 17, 2017; and the City of Woodland advertised for bids on January 24, 2017; and

WHEREAS, the City Council, on March 7, 2017, authorized the City Manager to award and execute a construction contract with Civil Engineering Construction, Inc.; and

WHEREAS, the construction of the Project began on April 17, 2017 and was completed on February 15, 2018.

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

Section 1. The City Council hereby accepts the 2017 Water and Sewer Repair and Replacement Project (CIP 15-22) as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the 2017 Water and Sewer Repair and Replacement Project, CIP 15-22.

PASSED AND ADOPTED this Third day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 5.
SUBJECT: Award Construction Contract for the West Street Transmission Main Project (Phase One), CIP #17-08

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, to:

1. Award a construction contract in the amount of \$1,772,945 to Civil Engineering Construction, Inc. for CIP 17-08, West Street Transmission Main Project (Phase One) and authorize a contract contingency of up to 10% (\$177,295),
2. Approve a consultant agreement for construction inspection services with Psomas in an amount up to \$237,520.

Staff Contact:

Ed Wisniewski, Associate Civil Engineer, (530) 661-5975, ed.wisniewski@cityofwoodland.org

Fiscal Impact:

The funding for CIP # 17-08, West Street Transmission Main Project is included in the Capital Budget approved by City Council on June 20, 2017. The funding source is the Water Enterprise Fund. The overall project is planned to be constructed in two phases and has a total budget of \$3,955,300. This project is the first phase, and has total project cost of \$2,350,000, including the construction contract, construction contingency, inspection costs, design, and project management. The second phase is planned for construction in 2019. After bids are received for the second phase of work, the budget will be updated.

There are no impacts to the City's General Fund.

Background:

The City of Woodland water distribution system was originally constructed with water supply from neighborhood wells, and thus there are no larger diameter water mains to convey water to different areas of the City. With the conversion to surface water as the primary source of water for the City, approximately 70% of the City's water supply is through the transmission main along the south side of the City. Infrastructure planning for the surface water project envisioned the transmission main along West Street to provide adequate supply and maintain water quality in the northwest quarter of the City and to the aquifer storage & recovery (ASR) wells located near West Street. The plan was to construct this transmission main with local funding after completion of the surface water project.

The overall project includes construction of the new transmission main on West Street from the southern City limits to a recently constructed water main at the intersection of West Street and Clover Street. The work is planned to be constructed in two phases: Southern City limit to Southwood Dr in 2018, and from Southwood Dr. to Clover St. in 2019.

Discussion:

The work for 2018 generally includes the construction of a new 16-inch diameter water transmission main from the existing transmission main at the southern City limit to Southwood Drive. The existing 10-inch water main on West Street is in good condition and will remain in service. Service laterals will not be connected to the new transmission main. The new 16-inch diameter transmission main has a capacity that is more than twice the capacity of the existing 10-inch diameter main and will provide needed capacity to the northwest quarter of the City and ASR wells. A short

stretch of pipe will also be replaced at the intersection of West Street and Court Street to complete that work ahead of planned road construction work in summer of 2018.

The City advertised for bids on March 5, 2018. On March 27, 2018, the City received 7 bids for CIP 17-08 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	Civil Engineering Construction, Inc.	\$1,772,945.00*
2	Mountain Cascade, Inc.	\$1,899,999.00
3	Garney Construction	\$1,883,490.00
4	RaPiD Construction Inc.	\$2,088,088.20
5	Lister Construction, Inc.	\$2,094,437.00*
6	Northern Pacific Corporation	\$2,109,535.00
7	R.J Gordon Construction Inc.	\$2,203,604.00

* Bids adjusted due to minor errors in tabulation

The engineer's estimate for the project construction was \$1,968,500. Staff has performed due diligence in reviewing the bids. Civil Engineering Construction, Inc. has been determined to be the lowest responsive, responsible bidder and has complied with all technical submittal requirements.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 120 working days for completion of the project. Staff anticipates completion of the project in the fall of 2018.

In September 2013, staff released a request for qualifications for consulting firms to perform construction management and inspection services for various pipeline projects throughout the City. A four member staff team reviewed, scored and ranked the statements of qualification received. One of the top rated firms was Psomas. Psomas has now provided Construction Management and Inspection Services on a number of pipeline projects for the City of Woodland and is very familiar with the City's engineering and construction standards and specifications. The proposed contract with Psomas is for inspection services only.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to:

1. Award a construction contract in the amount of \$1,772,945 to Civil Engineering Construction, Inc. for CIP 17-08, West Street Transmission Main Project (Phase One) and authorize a contract contingency of up to 10% (\$177,295),
2. Approve a consultant agreement for construction inspection services with Psomas in an amount up to \$237,520.

Prepared By: Ed Wisniewski, Associate Civil Engineer

Reviewed By: Tim Busch, Principal Utilities Civil Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/28/2018	Resolution
Professional Services Agreement_Psomas	3/28/2018	Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH CIVIL ENGINEERING CONSTRUCTION, INC. FOR CIP 17-08, WEST STREET TRANSMISSION MAIN PROJECT (PHASE ONE).

WHEREAS, the City Council wishes to approve a Construction Contract with Civil Engineering Construction, Inc. for CIP 17-08, West Street Transmission Main Project (Phase One) and authorize its execution through adoption of this Resolution; and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 10% (\$177,295); and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on January 16, 2018; and the City of Woodland advertised for bids on March 5, 2018; and

WHEREAS, on March 27, 2018 the City of Woodland received 7 bids, and Civil Engineering Construction, Inc. was determined to be the lowest responsive bidder with a base bid of \$1,772,945; and

WHEREAS, the City Council wishes to approve a consultant agreement for construction inspection services with Psomas for an amount up to \$237,520.

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

Section 1. The City Council hereby approves the Construction Contract with Civil Engineering Construction, Inc. in the amount of \$1,772,945 and approves a ten (10%) percent construction contingency in the amount of \$177,295. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby authorizes the City Manager to approve a consultant agreement with Psomas for construction inspection services for an amount up to \$237,520.

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

PASSED AND ADOPTED this Third day of April 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION
SERVICES

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

RECITALS

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

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

C. City desires to engage Consultant to render such services for the West Street Transmission Main Project (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from contract execution 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.

2. SCHEDULE OF SERVICES.

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

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

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

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$237,520) without written approval of City Manager. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

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

property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Bill Starck.

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

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

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

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

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be

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

6. INSURANCE.

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

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

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

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

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

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

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

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

6.2.5 Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

6.3 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to

withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

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

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

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

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

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created

pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Ed Wisniewski, Community Development Department

Consultant:

PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
Attn: Frank Martin, Project 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.

11.2 Indemnification.

11.2.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury 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 acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

11.2.2 To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

11.3 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall

defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

11.3.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by

YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

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

11.5 California Labor Code Requirements.

11.5.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

11.5.2 If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

11.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

PSOMAS

By: _____
Paul Navazio
City Manager

By: _____
Frank C. Martin, III
Vice President

Attest:

Attest:

By: _____
Ana B. Gonzalez
City Clerk

By: _____
Name
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

March 22, 2018

CITY OF WOODLAND

300 First Street
Woodland, CA 95695

Subject: Proposal to Provide Construction Management and Inspection Services for the West Street Transmission Main Project (CIP No. 17-08)

Dear Tim:

We understand that you would like Psomas to provide full-time inspection services for the West Street Transmission Main project (CIP No. 17-08). We will assign Bill Starck as the inspector. Frank Martin, PE will provide project management support if additional resources are needed during the course of the project, and Kim Yuson will provide invoicing support as well as Psomas payroll verification. Additional services will include Engeo for materials testing. It is assumed that project management, including Resident Engineering, will be performed by the City. Our Construction Inspector will document and monitor the progress of the construction activities during the period of construction and will verify the Contractor complies with the Contract Plans and City Standards.

Our Inspector's standard duties will include:

- Provide daily inspection and documentation of all job related activities.
- Prepare and maintain thorough Daily Inspection Reports.
- Provide accurate measured quantities, review Pay Estimates submitted by Contractor, and prepare and submit monthly payment to the City for processing.
- Coordinate material testing.
- Provide photographs of construction activities.
- Report all discrepancies requiring corrective actions.
- Maintain separate “As-builts”.
- Develop “Punch List” items and follow-up with corrective measures.
- Worker interviews per Davis-Bacon requirements.

Areas of inspection include:

- Asphalt removal and trench paving
- Trench excavation and backfill
- Pipeline installation and testing
- SWPPP and erosion control
- Traffic control

Materials Inspection, Engeo

- Compaction testing of backfill, includes preparing curves
- Concrete testing
- AC testing
- Special and supplemental inspection

EXHIBIT “B”

SCHEDULE OF SERVICES

Based on our conversations via e-mail, our project assumptions are:

- Pre-Construction Phase - 7 working days (review plans, take preconstruction photographs, meet with contractor and design engineer)
- Construction Phase - 130 working days
- Post-Construction Phase - 10 working days (punchlist review and inspection)
TOTAL - 147 working days (WD)
- For budget purposes, we assume Inspection services at 8hrs/WD for a total of 1,176 hours. Additionally we assumed another 10% (118 hours) as overtime. 10 working days have been added for change orders or rain non-working days.
- Notice to Proceed (NTP) expected April 30, 2018 or shortly thereafter for CIP 17-08. No time will be charged by Psomas until the City has directed Psomas to begin services.

EXHIBIT "C"
COMPENSATION

Predicated on the above, our opinion of probable cost is as shown below. Payment shall be based on an actual time & materials basis using the following rates:

DESCRIPTION	HOURS	RATE	TOTAL
Project Manager, Frank Martin	56	\$205.00	\$11,480
Inspector, Bill Starck (ST)	1,176	\$158.00	\$185,808
Inspector, Bill Starck (OT)	118	\$213.30	\$29,169.40
Project Assistance, Kim Yuson	28	\$95.00	\$2,660
Engeo, materials testing			\$8,000
Subcontractor Markup		5%	\$400
Subtotal			\$237,517.40
Contingency (0%)			\$0
TOTAL			\$237,517.40

*Overtime is charged at 135% of straight time to account for time and a half payment to the inspector.

We appreciate this opportunity to serve the City of Woodland. Should you have any questions or comments, please call.

Sincerely,
PSOMAS



Frank C. Martin III, PE, QSP, ENV-SP
Project Manager

cc: Ed Wisniewski, PE



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 6.
SUBJECT: Approve Contract with Laugenour and Mickle for Phase II - West Street Water Main Project, CIP 17-08

Recommendation for Action:

Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to execute the consultant services agreement with Laugenour and Mickle (L&M) for the Phase II - West Street Water Main Project, CIP 17-08, for an amount up to \$131,000 and authorize a contingency of up to 10% (\$13,100).

Staff Contact:

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

Fiscal Impact:

The funding for CIP # 17-08, West Street Transmission Main Project is included in the Capital Budget approved by City Council on June 20, 2017. CIP # 17-08 has a budget of \$3,955,300 with funding provided from the Water Enterprise Fund. Approximately half of the project is planned for construction in 2018 with an estimated budget of \$2,000,000 and the other half is planned for construction in 2019.

There is no impact to the General Fund.

Background:

City Engineering and Operations staff identified the need to increase the capacity of the water distribution system to transfer water from the transmission main in the south of the City to the northwest quarter of the City. The City's distribution system was originally constructed with the concept of using neighborhood wells that served the local area and therefore has no larger diameter water mains to transfer larger quantities of water between areas of the City. The May 2013 Technical Memorandum that planned the necessary improvements to the distribution system to accommodate conversion to surface water determined that a transmission main on West Street is necessary. However, funding was not included as part of the SRF local facilities loan program. The work was planned to be funded after the completion of the surface water project.

ASR Well #29, located in Christensen Park, has a higher capacity for both injection and pumping than was originally estimated. The project is necessary to fully utilize the capacity of ASR Well #29 and not create excessive velocities in nearby water mains. The purpose of the project is to increase capacity to transfer water to the ASR wells and to the residents in the northwest quarter of the City. The project will improve water quality by reducing the age of the water in the northwest quarter of the City.

Discussion:

The overall project is to construct a 12-inch to 16-inch diameter water main along West Street between the transmission main at the south side of the City and Clover Street in two phases. This second phase of the project includes a new 16-inch diameter water main from Southwood Drive to Main Street and a 12-inch diameter main to Clover Street. The water main north of Clover Street has already been replaced to Beamer Street. Approximately 4,900 lineal feet of water main will be constructed. Construction is anticipated to occur in spring 2019.

L&M is based in Woodland and was selected for the project through a quality based selection process and is on the City's on call list for engineering design firms. L&M designed the first phase of the project and is familiar with the site conditions. The engineering design contract with L&M includes the engineering design services required to prepare final plans and specifications and bidding services. The design services generally include:

- Project Management which includes coordination with City Staff and other City consultants and quality assurance and control.
- Conduct topographic survey and base mapping.
- Prepare public improvement plans for water main replacement, which includes 65%, 90%, and final design documents, construction cost estimating, and construction schedule.
- Assistance with the bidding process.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to execute the consultant services agreement with Laugenour and Mickle (L&M) for the Phase II - West Street Water Main Project, CIP 17-08, for an amount up to \$131,000 and authorize a contingency of up to 10% (\$13,100).

Prepared By: Tim Busch, PE, Principal Utilities Engineer

Reviewed By: Brent Meyer, PE, City Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/20/2018	Resolution
Location Map	3/20/2018	Map

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH LAUGENOUR & MIEKLE FOR ENGINEERING CONSULTING SERVICES

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services agreement with Laugenour and Mickle. (L&M) for the Phase II - West Street Water Main Project, CIP 17-08 ("Agreement") for an amount not to exceed \$131,000; and

WHEREAS, the City Council wishes to approve a design contract contingency of up to 10% (\$13,100); and

WHEREAS, L&M was selected through a quality based selection process; and

WHEREAS, L&M is experienced in the design and construction of water main replacement projects and

WHEREAS, L&M will complete the design including: project management, topographic survey, project plans and specifications, and bidding assistance; and

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

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

Section 1. The City Council hereby approves the Agreement with Laugenour & Mickle in the amount of \$131,000. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. The City Council hereby approves a design contract contingency in the amount of \$13,100.

Section 3. Copies of the Consultant Agreement for Design Services are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 3rd day of April 2018, by the following vote:

AYES:

NOES:

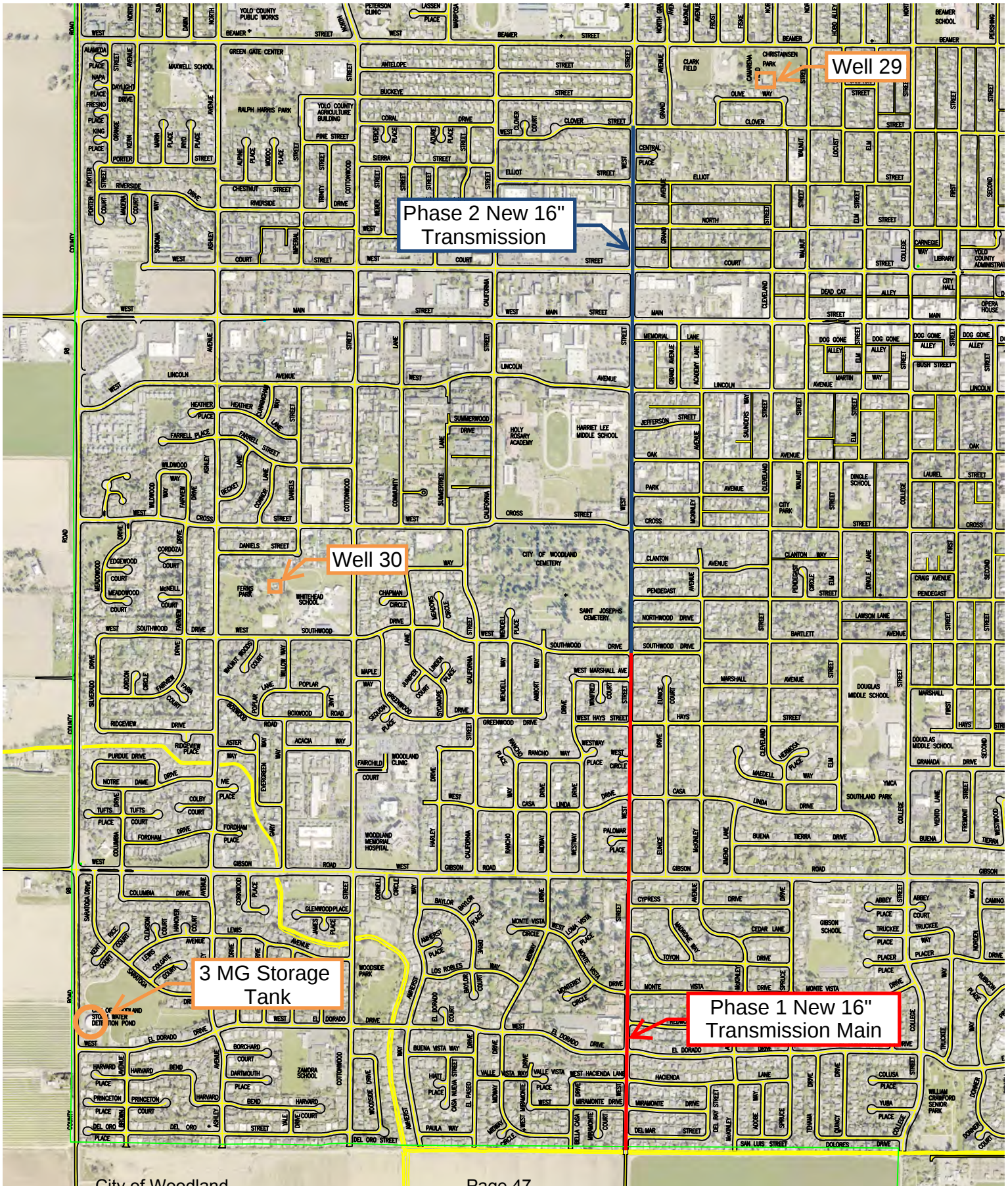
ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk





TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 7.
SUBJECT: Award Construction Contract for the WPCF Pond 7 Biosolids Drying and Removal, CIP 18-06

Recommendation for Action:

Staff recommends that the City Council Adopt Resolution No. _____, awarding a construction contract with Sierra National Construction for construction services in the amount of \$429,000 for the WPCF Pond 7 Biosolids Drying and Removal Project and approve construction contract change order(s) for construction contingencies of up to an additional 25% of the contract award amount (\$107,250).

Staff Contact:

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

Fiscal Impact:

The WPCF Pond 7 Biosolids Drying and Removal Project, CIP #18-06, was established in July 2017 with a budget of \$575,000, funded entirely from the Sewer Enterprise Fund. The staff recommendation would authorize a construction contract of \$429,000 plus a contingency of \$107,250.

With the recommended bid award, the estimated total project cost for the drying and hauling work is approximately \$570,000 including construction, construction contingency, inspection costs, design, and staff time. The bid price also includes tipping fees (up to \$180,00) charged by the Yolo County Landfill.

There is no impact to the General Fund.

Background:

The City's Water Treatment Control Facility (WPCF) generates biosolids as a result of the wastewater treatment process. The WPCF utilizes a series of ponds to accumulate and stabilize the biosolids over time. Over the past few decades, a significant quantity of biosolids has been accumulated. The WPCF Waste Discharge Permit requires the WPCF to make a good faith effort to begin disposal of this material.

Previous work has included removal of biosolids from Ponds #9 and #10 and soil/cement lining of these ponds along with improvements to capping water distribution piping system.

This project had been previously bid in July 2017. All bids were rejected on August 8, 2017 due to the bids exceeding the available budget. Additionally, the August 8, 2017 Council action authorized rebidding the project through Resolution #6897.

The work in this project generally includes mechanically drying of the biosolids in Pond #7 and hauling to the Yolo County Landfill for use as daily cover. The Yolo County Landfill is the only authorized receiver of biosolids in Yolo County. The landfill charges a tipping fee of \$15.00/ton for biosolids. The quantity of biosolids stored in Pond #7 for drying and hauling is estimated at around 6,000 dry tons. The exact quantity cannot be determined until the drying work is completed.

A 25% contingency is necessary due the uncertainty in the quantity of accumulated biosolids. The pond was loaded with biosolids several years ago and there is no documentation as to the quantity or duration of time that biosolids accrued in the pond. Another factor is the moisture content of the biosolids. The project specifications require the contractor to dry the material to at least 50% dry prior to hauling. The project pays the contractor on a dry weight basis to encourage the contractor to dry the material more thoroughly and reduce project costs through reduced hauling and tipping fees.

This project is part of a multi-year program to address the decades of biosolids accumulation and manage the current loading rate. The WPCF has been accumulating biosolids for decades and has a rough estimate of 60,000 tons of stored biosolids. Staff is evaluating alternatives for the long term disposal of biosolids.

The WPCF has a need to remove the biosolids from Pond #7 and prepare the pond to be ready to accept new biosolids by the end of 2018. Given the amount of accumulated biosolids in Pond #7 and the time required to permit land application, the only viable option is to dispose of the material at the landfill.

Discussion:

The work for 2018 generally includes the drying and disposal of accumulated biosolids in Pond #7 at the WPCF.

The City advertised for bids on February 13, 2018. On March 21, 2018, the City received 3 bids for CIP 18-06 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	Sierra National Construction, Inc.	\$429,000
2	Synagro-WWT, Inc.	\$558,940
3	Diamond D General Engineering, Inc.	\$570,360

The engineer's estimate for the project construction was \$500,000. Staff has performed due diligence in reviewing the bids. Sierra National Construction has been determined to be the lowest responsive, responsible bidder and has complied with all technical submittal requirements.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 150 working days for completion of the project. Staff anticipates completion of the project in the fall of 2018.

Conclusion:

Staff recommends that the City Council Adopt Resolution No. _____, awarding a construction contract with Sierra National Construction for construction services in the amount of \$429,000 for the WPCF Pond 7 Biosolids Drying and Removal Project and approve construction contract change order(s) for construction contingencies of up to an additional 25% of the contract award amount (\$107,250).

Prepared By: Tim Busch, PE, Principal Utilities Engineer

Reviewed By: Brent Meyer, PE, City Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/27/2018	Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONSTRUCTION CONTRACT FOR THE WPCF POND 7 BIOSOLIDS
DRYING AND REMOVAL PROJECT, CIP 18-06**

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on July 11, 2017; bids were rejected on August 22, 2017 and reauthorized bidding. The City of Woodland advertised for bids on February 13, 2018; and

WHEREAS, on March 22, 2018 the City of Woodland received 3 bids, and Sierra National Construction was determined to be the lowest responsible bidder with a bid of \$429,000; and

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with Sierra National Construction for CIP 18-06, WPCF Pond 7 Biosolids Drying and Removal for an amount of \$429,000.00, and the City Council wishes to authorize its execution through adoption of this resolution; and

WHEREAS, the City of Woodland wishes to have a construction contingency of up to 25% of the construction contract amount (\$107,250).

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

Section 1. The City Council hereby approves the Construction Contract with Sierra National Construction in the amount of \$429,000 and approves a twenty-five (25%) percent construction contingency in the amount of \$107,250. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

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

PASSED AND ADOPTED this 3rd day of April 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 8.
SUBJECT: Approval of Agreement for Countywide Homeless Coordination Project

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, approving a new three-year Homeless Coordination Project Agreement for the period of July 1, 2018 – June 30, 2021 (Fiscal Years 2019 - 2021) and authorize the City Manager to execute any and all documents needed for the City to implement the project.

Staff Contact:

Dan Sokolow, Senior Planner, (530) 661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact:

The City will incur an annual cost of \$20,000 for participating in the Homeless Coordination Project and fund the cost through Housing Trust (Fund 326).

Background:

The City has partnered with the other cities in Yolo County and the County since July 1996 to support the countywide Homeless Coordination Project. The project helps fund the homeless services manager position at Yolo County, which works to eliminate gaps in services for people who are low-income and/or experiencing homelessness in Yolo County by coordinating countywide initiatives targeting poverty and homelessness. The project also provides funding assistance for Fourth & Hope's Woodland cold weather shelter during the period of November 15 through March 15 each year. Yolo County administers the Homeless Coordination Project for the county and cities.

Discussion:

The total cost of the Homeless Coordination Project for Fiscal Year 2019 is \$73,300 and will be funded by Yolo County, \$23,300; Woodland and West Sacramento, \$20,000 each; and Davis, \$10,000. Davis is not contributing to the Fourth and Hope cold weather shelter since a cold weather shelter is located in the city. The Agreement for the project begins on July 1, 2018 and extends through June 30, 2021. Yolo County may terminate the Agreement for any reason or no reason by providing written notice to the cities 30 days before the next fiscal year begins.

The Agreement outlines the duties performed by the homeless services manager. Key duties include providing direct support to the Homeless and Poverty Action Coalition; writing and/or coordinating submission of collaborative grant proposals; coordinating the submission of a high quality annual Continuum of Care plan to the U.S. Department of Housing and Urban Development (HUD); facilitating a local process to design and implement the Yolo County Coordinated Entry system; and conducting an annual housing and homeless summit.

Conclusion:

Staff recommends that the City Council adopt Resolution No._____, approving a new three-year Homeless Coordination Project Agreement for the period of July 1, 2018 – June 30, 2021 (Fiscal Years 2019 - 2021) and authorize the City Manager to execute any and all documents needed for the City to implement the project.

Prepared By: Dan Sokolow, Senior Planner

Reviewed By: Christine Engel, Community Services Director

ATTACHMENTS:

Description	Upload Date	Type
City Council Resolution	3/22/2018	Resolution
Agreement with Yolo County and Cities	3/22/2018	Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT FOR THE HOMELESS COORDINATION PROJECT
FOR THE PERIOD OF JULY 1, 2018 – JUNE 30, 2021**

WHEREAS, the City of Woodland has participated in the countywide Homeless Coordination Project since 1996;

WHEREAS, the countywide Homeless Coordination Project provides two services: (1) A Homeless Services Manager that works to eliminate gaps in services for people who are low-income and/or experiencing homelessness in Yolo County by coordinating countywide initiatives targeting poverty and homelessness and (2) Funding assistance for Fourth & Hope's Woodland cold weather shelter during the period of November 15 through March 15 each year.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves a three-year Homeless Coordination Project Agreement for the period of July 1, 2018 – June 30, 2021 (Fiscal Years 2019 – 2021) to continue the countywide Homeless Coordination Project and authorizes the City Manager to execute any and all documents needed for the City to implement the project.

PASSED AND ADOPTED by the City Council this 3rd day of April, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

AGREEMENT No. _____
(Agreement for the Homeless Coordination Project)

This Agreement is made and entered into this 8th day of February 8, 2018, by and among the County of Yolo, a political subdivision of the State of California, ("County"), and the City of Davis, City of West Sacramento, City of Winters and City of Woodland, each of which is a municipal corporation, ("City" or "Cities").

RECITALS

WHEREAS, the parties desire to continue activities begun on February 15, 1988 pursuant to Yolo County Agreement No. 88-36, and continued by Agreement Nos. 90-23, 93-154, 96-162, 99-297, 02-268, 05-275 and 06-284 to:

- A. Improve and expand services to homeless and very poor citizens of Yolo County;
- B. Increase funding for local agencies serving the homeless and very poor citizens of Yolo County;
- C. Increase the efficiency with which grant funds are obtained and managed by these agencies;
- D. Develop and maintain the resources necessary for these agencies to fulfill their missions.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. County will provide the homeless services coordination and cold weather shelter services and materials as set forth in Attachments A (Homeless Coordinator Scope of Work) and B (Cold Weather Shelter Scope of Services), in accordance with the budget and cost shares set forth in Attachments C (Budget) and D (Cost Shares). Attachments E (State Law and Regulations) and F (Federal Law and Regulations) are also attached to this Agreement to indicate, together with Attachment B, the general terms and conditions that will govern any subsequent contract with a consultant or contractor to operate the Cold Weather Shelter.

2. Term:

The term of the Agreement shall be July 1, 2018 to June 30, 2021.

3. Licenses:

County shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to provide the services required in this Agreement.

4. Standards:

County shall perform the services described in a professional and business-like manner. All work products shall be prepared in accordance with the standards of quality satisfactory to the Cities in their reasonable discretion.

5. Personnel:

County shall assign only competent personnel to perform services pursuant to this agreement.

6. Indemnification:

Each party (the indemnifying party) shall indemnify, defend and hold harmless the other parties, their officers, agents, employees and volunteers from and against all claims, demands, losses, damage, liability, cost and expenses of whatsoever nature including court costs and attorneys' fees accruing or resulting to any party who may be injured by the negligent acts or omissions of the indemnifying party in the performance of this Agreement.

7. Records:

County shall maintain a complete and accurate program and accounting reports showing the services performed by each in connection with the performance of this Agreement, including working papers in any way associated with the performance of this Agreement and shall make such records available for inspection by authorized representative of each City at any reasonable time during the performance of this Agreement and for a period of three years from and after the date of final payment under this Agreement.

8. Independent Contractor:

It is specifically understood and agreed that the County is an independent contractor and is not subject to the direction and control of any City except as to the final result. County shall be solely liable and responsible to pay all required taxes and other personnel and retirement obligations including, but not limited to, withholding and Social Security. County agrees to indemnify and hold each City harmless from any such liabilities that it may incur to the Federal or State governments as a consequence of this Agreement.

9. Time:

Time is of the essence of this Agreement.

10. Amendments:

The parties reserve the authority to modify the terms of this Agreement; however, no amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, shall be binding on any of the parties hereto.

11. Laws:

The County shall comply fully with all applicable Federal, State and local laws, ordinances, regulations and permits in performing the services required by this Agreement. The County shall secure any new permits required by authorities having jurisdiction over the project, and shall maintain any presently required permits.

12. Successors:

This Agreement shall inure to the benefit and bind the successors of each of the parties.

13. Payment:

Each City shall to pay to County the sums set forth in Attachment E (Cost Shares) within 30 days of execution of this Agreement, and by December 31st of each subsequent contract year. Any unexpended funds shall be returned to the Cities according to the Cost Shares set forth in Attachment E no later than November 30th of each contract year.

14. Notice:

All notices authorized or required by this Agreement shall be deemed to be served and effective for all purposes on the fifth day after which they are reduced to writing and deposited in the United States mail, postage prepaid and addressed as follows:

County of Yolo
Clerk of the Board
625 Court Street, Room 204
Woodland, CA 95695

County of Yolo
Karen Larsen, HHSA Director
137 North Cottonwood Street
Woodland, CA 95695

Mike Webb, City Manager
City of Davis
23 Russell Boulevard, Suite 1
Davis, CA 95616

Martin Tuttle, City Manager
City of West Sacramento
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691

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

John W. Donlevy, Jr., City Manager
City of Winters
318 First Street
Winters, CA 95694

15. Termination:

The County may terminate this Agreement for any reason or no reason by giving written notice to the Cities 30 days' before the next fiscal year begins.

16. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. In the event of a

dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

17. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

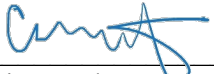
COUNTY OF YOLO

By _____
Oscar Villegas, Chair
Board of Supervisors

ATTEST:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy
(Seal)

APPROVED AS TO FORM:
Philip J. Pogledich, County Counsel

By:  _____
Carrie Scarlata, Asst. County Counsel

CITY WEST SACRAMENTO

By _____
Christopher L. Cabaldon, Mayor

ATTEST:

By _____
Kryss Rankin, City Clerk
(Seal)

APPROVED AS TO FORM:

By _____
Jeffrey Mitchell, City Attorney

CITY OF DAVIS

By _____
Robb Davis, Mayor

ATTEST:

By _____
Zoe S. Mirabile, City Clerk
(Seal)

CITY OF WINTERS

By _____
Wade Cowan, Mayor

ATTEST:

By _____
Nanci Mills, City Clerk
(Seal)

CITY OF WOODLAND

By _____
Enrique Fernandez, Mayor

ATTEST:

By _____
Ana Gonzalez, City Clerk
(Seal)

ATTACHMENT A

Scope of Work Yolo County Homeless Coordinator

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Yolo County Health and Human Services Agency
137 N. Cottonwood St.
Woodland, CA, 95695

II. PURPOSE

The Homeless Coordinator works to eliminate gaps in services for people who are low-income and or experiencing homelessness in Yolo County by coordinating countywide initiatives targeting poverty and homelessness.

III. TARGET POPULATION

People who are low-income and/or experiencing homelessness in Yolo County.

IV. SERVICES

County shall perform the following duties:

- A. Provide direct support to the Homeless and Poverty Action Coalition (HPAC); work with the HPAC officers to prepare monthly HPAC meeting agenda; communicate regularly with HPAC members; attend HPAC and Continuum of Care meetings; serve as a resource to HPAC in providing information to be used in public outreach; report regularly to HPAC on activities for the current period including, but not limited to, grant opportunities, HUD requirements and changes, legislative updates, collaborative efforts of HPAC members, and outreach efforts.
- B. Facilitate various work groups to address emerging homelessness issues and strategic plan measureable objectives, including coordinating HPAC's input into development and implementation of the County's Strategic Plan to End Homelessness.
- C. Identify and research federal, state, local and private grants; write and/or coordinate submission of collaborative grant proposals; coordinate necessary letters of support to federal, state and local agencies; coordinate review of grant proposals by appropriate local governing bodies; obtain all required signatures and local government approvals; maintain timely coordination and communication with involved parties regarding grants management issues; ensure all grant requirements are met; serve as

liaison between the services and internal and external groups to manage programs and funds.

- D. Establish close working relationships and serve as liaison with local staff of the federal department of Housing and Urban Development (HUD); write and coordinate the submission of a high quality annual Continuum of Care plan to HUD;
- E. Track grant information and prepare written and verbal reports of all grants activities including, but not limited to, grants applied for, grants received by County and by amount, and cumulative totals of grant funds applied for and received.
- F. Maintain expertise on best practices in issues affecting homelessness, including trends in funding; disseminate best practices information to groups, including law enforcement, as relevant and supportive to their roles in assisting individuals and families who are living homeless.
- G. Facilitate a local process to design and implement the Yolo County Coordinated Entry system.
- H. Oversee electronic data reporting to HUD, including the Housing Inventory Count and the Homeless Point in Time Count; ensure data integrity; coordinate data gathering and reporting amongst larger community groups.
- I. Provide community based organizations with information about non-governmental grant opportunities to facilitate their growth and development.
- J. Develop a process for providing both County and city performance outcome information related to homelessness on a regular basis.
- K. Conduct timely strategic planning and coordination prior to the annual Homeless Point-in-Time count.
- L. Conduct an annual Housing & Homeless Summit, to include community-based organizations, cities, law enforcement, first responders, and other representatives associated with homeless service provision.
- M. Provide semi-annual reports to HPAC and the Cities that include information on major activities and accomplishments and grants applied for and received in the local homeless continuum of care during the 6-month period. Reports will be submitted within 30 days of the end of the 6-month period.

ATTACHMENT B

Scope of Work Cold Weather Shelter

County shall hold a competitive bidding process a select a qualified subcontractor to provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the location of the selected subcontractor.

II. PURPOSE

To improve the lives of homeless persons in Yolo County by providing emergency shelter and case management services during the winter months.

III. TARGET POPULATION

People experiencing homelessness in Yolo County.

IV. SERVICES

The subcontractor will provide shelter(s) in accordance with the following minimum requirements:

- A. The subcontractor shall provide shelter services for a total of 120 nights per program year, from November 15th to March 15th unless, with consent of the Director, weather conditions warrant a later or earlier opening or closing date.
- B. The subcontractor shall provide not less than 10 beds per night at a rate of \$29 per bed per night.
- C. The subcontractor shall provide at a minimum, the following items to cold weather shelter clients staying at the shelter:
 1. On-site nutritious breakfast each morning.
 2. As needed, personal cleaning and hygiene items, including but not limited to: bedding, towels, soap, shampoo, toothbrushes, toothpaste, combs and toilet paper.
 3. Case management after no more than seven nights of shelter services. Case managers must complete a full intake, which includes client's history of homelessness, employment and income. Case managers must assist clients with improving their overall wellness by developing case plans that address four key areas, including (a) housing stability, (b) self-sufficiency, (c) physical health, and (d) behavioral health.
 4. Assess clients' needs and direct to resources such as disability income, veterans benefits, medical assistance, employment and housing assistance.

- D. The subcontractor shall provide hours of operation from 6:00 p.m. until 7:00 a.m., seven days per week.
- E. The subcontractor shall ensure that:
1. Loitering is prohibited in the vicinity of the shelter.
 2. Drugs and alcohol are prohibited within, and in the vicinity of, the shelter.
 3. All disturbances are reported immediately to the appropriate jurisdiction's law enforcement agency.
 4. The area around the shelter is cleaned prior to the opening and after the closing each day. No debris or personal property is on site during non-operating hours.
- F. The subcontractor shall ensure that shelter shall be open to all persons, regardless of race, religion, sexual orientation, gender, and age, and any denial of access to the shelter must be based upon adopted policies related to guest behavior, intoxication, protection of minors, violations of program rules and/or lack of need criteria.
- G. The subcontractor shall operate the shelter in a manner consistent with municipal fire safety regulations and occupancy requirements.
- H. An operable telephone and emergency phone number shall be available at all times during operation of the shelter.
- I. The subcontractor shall utilize the Homeless Management Information System (HMIS) to track all client intake, assessment, and status update information. Contractor's HMIS use shall be in compliance with the Continuum of Care's (CoC) existing HMIS, Coordinated Entry, and Homeless and Poverty Action Coalition (HPAC) Policies and Procedures. Reports will be generated from HMIS to determine program outcomes.
- J. Should the subcontractor determine that a significant number of persons cannot be sheltered due to a lack of beds, the subcontractor shall notify the Director by 5:00 pm the same day.
- K. The subcontractor shall notify the Director and the Cities if the subcontractor deems it advisable to change the shelter location from the approved site. The subcontractor shall not change the shelter location without the approval of the Director.
- L. Closure: The subcontractor may determine that closure of the shelter is advisable due to the following conditions:
1. Unusually warm weather
 2. Lack of guests
 3. Conditions which render the shelter building unsafe for occupancy
- M. If the subcontractor takes action to close the shelter, the subcontractor shall notify the Director and the Cities by the next business day following closure as to the plans for reopening the shelter, if any.

Notification shall be made to:

- County of Yolo; Attn: Karen Larsen, HHSA Director, 137 North Cottonwood St., Woodland, CA 95695

- City of Davis; Attn: Mike Webb, City Manager, 23 Russell Bl., Suite 1, Davis, CA 95616
- City of West Sacramento; Attn: Martin Tuttle, City Manager, 1110 West Capitol Av., 3rd Floor, West Sacramento, CA 95691
- City of Winters; Attn: John W. Donlevy, Jr., City Manager, 318 First St., Winters, CA 95694
- City of Woodland, Attn: Paul Navazio, City Manager, 300 First St., Woodland, CA 95695

ATTACHMENT C

Homeless Coordination Agreement Budget

Fiscal Year 2018-19	
Homeless Coordinator	\$35,000
Cold Weather Shelter	\$38,300
Total	\$73,300

Fiscal Year 2019-20	
Homeless Coordinator	\$35,000
Cold Weather Shelter	\$38,300
Total	\$73,300

Fiscal Year 2020-21	
Homeless Coordinator	\$35,000
Cold Weather Shelter	\$38,300
Total	\$73,300

ATTACHMENT D

Homeless Coordination Agreement- Annual Cost Sharing Breakdown

Fiscal Years 2018-19, 2019-20, and 2020-21

Jurisdiction	Cost Share	Homeless Coordinator	Cold Weather Shelter	Total
City of Davis	13.64%	\$10,000	\$0	\$10,000
City of West Sacramento	27.29%	\$10,000	\$10,000	\$20,000
City of Woodland	27.29%	\$10,000	\$10,000	\$20,000
County of Yolo	31.78%	\$5,000	\$18,300	\$23,300
Total	100%	\$35,000	\$38,300	\$73,300

Attachment E

State Law and Regulations

1. Drug-free Workplace Certification. County certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.) and will take the following actions:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the County's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The County's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.a.
 - d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will.
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted.
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f.

If the County fails to comply with these requirements a City may suspend contract payments or terminate the contract, or both. If a City finds the County has made a false certification or failed to carry out these requirements, the County may also be ineligible for future State awards.

2. Nondiscrimination Clause.

- a. The County, its contractors and subcontractors may not unlawfully discriminate against employees or job applicants for any of the reasons listed, and must insure that the employees and applicants are treated and evaluated free from discrimination or harassment. The Fair Employment and Housing Act and regulations are incorporated into your contract by reference and the County must comply with them. The County and subcontractors must also give written notice of their obligations to any labor organizations they have agreements with.
- b. The County and its contractors and subcontractors must include the nondiscrimination and compliance clause (2.a above) in all of the contracts and subcontracts for work under this CDBG contract. (See Chapter 4 for further information on complying with nondiscrimination and equal opportunity requirements.)

Attachment F

Federal Laws and Regulations

1. Anti-Lobbying Certification. You must include in all contracts and subcontracts for the work under this Agreement the certification language given in this clause beginning with "The undersigned certifies" The certification assures that no federal funds are used to influence members of Congress, and that if any non-federal funds are used to lobby Congressional members or staff, the certifier will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying". Failure to file the certification may result in a fine.
2. Bonus or Commission, Prohibition Against Payments of. Your contract monies may not be used to pay bonuses or commissions to try to obtain application approval or other approvals required under your contract or by program statutes and regulations.

This does not prohibit the use of program funds for legitimate technical assistance, consulting or management services provided they are eligible program costs.

3. Citizen Participation. You must follow State and federal program regulations pertaining to Citizen Participation. You must:
 - Provide for and encourage citizen participation in your CDBG program.
 - Conduct public hearings to inform the public of your proposed and actual use of CDBG funds, obtain citizens' views, and respond to proposals and questions.
 - Provide an address, phone number, and times for submitting complaints and grievances about the program, and respond in writing to written complaints and grievances within 15 working days, whenever possible;
 - Maintain a public information file to provide the written program information. Public hearing notices should inform citizens of the location of the public information file.

See Chapter 18 for additional information about the Citizen Participation Requirements and a sample Public Notice.

4. Clean Air and Water Acts. Your activities under this contract are subject to the requirements of both the Clean Air Act and Water Pollution Control Act, and the applicable regulations.

5. Conflict of Interest of Certain Federal Officials. No Congressional representative and no resident commissioner shall receive any benefit from this contract agreement or activity.

6. Equal Opportunity. You must comply with the various laws and requirements listed, as follows:

a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

In accordance with the federal statutes and regulations, you may not discriminate or exclude from employment or program participation any person due to race, color, national origin, sex, age, handicap, religion, familial status or religious preference.

b. Rehabilitation Act of 1973 and the "504 Coordinator":

You agree to implement the Rehabilitation Act of 1973, as amended, and its regulations. This involves evaluating the jurisdiction's current policies and practices, and modifications made to ensure compliance with Section 504. If you have 15 or more employees, you must designate a person as the "504 Coordinator" (see Chapter 4).

c. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

This compliance section is commonly known as "Section 3." Section 3 requirements are applicable to you, the County, if your contract exceeds \$200,000, and is used for housing rehabilitation, housing construction, or other public construction activities. Section 3 is also applicable to your contractors and subcontractors performing work on Section 3 covered projects when your CDBG contract exceeds \$200,000 and their contract or subcontract amount exceeds \$100,000. Section 3 does not apply to contracts for the purchase of supplies and materials only (no installation). Your contract specifies that:

1) You agree to comply with "Section 3" which requires that you provide, as much as possible, opportunities for training and employment to lower income residents of your CDBG project area, and contracts to businesses in or principally owned by persons living in the project area.

- 2) You agree that you have no other contractual or other concern that prevents your compliance with the Section 3 requirements.
- 3) You must include the text of this section (c) in all of your contracts and subcontracts for the project. You cannot approve any contract until the contractor or subcontractor has provided you with a written statement of its ability to comply with these requirements.
- 4) Your compliance with Section 3 requirements is a condition of receiving this federal funding, and non-compliance will subject you to sanctions.

d. Americans with Disabilities Act (ADA) of 1990:

You assure that you comply with the ADA and applicable regulations and guidelines thereof which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

e. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

You agree to place in every construction contract and subcontract over \$10,000 the specified language regarding:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246);
- Standard Equal Employment Opportunity Construction Contract Specifications; and
- Goals and Timetables from U.S. Department of Labor.

(Refer to Chapter 4 for detail on equal opportunity requirements and the complete text of the required contract clauses described above.)

8. Flood Disaster Protection. The Flood Disaster Protection Act, Section 202(a) prohibits federal financial assistance for buildings located in Special Flood Hazard Areas (SFHAs) within communities not participating in the National Flood Insurance Program. Section 102(a) mandates the purchase of flood insurance for buildings located in SFHAs as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities. However, flood insurance is not required for routine maintenance activities.

9. Labor Standards - Federal Labor Standards Provisions. You must abide by and include in full in all contracts subject to these provisions, provisions regarding the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3, and 5.
10. Lead-Based Paint Hazards. If your contract is for acquisition or rehabilitation of residential structures, you must comply with HUD's Lead-Based Paint regulations. See Chapter 3 and 16 for additional information about Lead-Based Paint.
11. NLRB Certification. When you sign your contract you are stating under penalty of perjury that you have had no more than one unappealable finding of contempt of court issued by a federal court in the preceding two years because of your failure to comply with a federal court order to comply with a National Labor Relations Board order.
12. Procurement. You are required to procure goods and services which will be paid for in whole or part with CDBG funds in a manner providing full and open competition.
13. Program Income. You agree to account for receipt and expenditure of any program income you have from this contract and any prior contracts generating such income.

At contract close-out, if the City finds you did not meet the national objectives or public benefit requirements, it may recapture program income and/or part or all of your contract and/or exclude your jurisdiction from further CDBG funding.

14. Relocation, Displacement and Acquisition. When your project activity involves acquisition of real property, you must comply with federal relocation law to accommodate those persons temporarily or permanently displaced by the project. You also must comply with federal relocation law when your project includes rehabilitating rental housing units and results in increased rents to TIG households. You may pay relocation expenses with your CDBG funds.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 9.
SUBJECT: Approve Contract with Laugenour and Mickle for 2019 Water Main Replacement Project, CIP 19-15

Recommendation for Action:

Staff recommends that the City Council approve Resolution No. ____ to:

1. Create a new capital project, 2019 Water Main Replacement Project, CIP 19-15;
2. Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP 09-23 to the 2019 Water Main Replacement Project, CIP 19-15 to provide for the project budget.
3. Authorize the City Manager to execute a consultant agreement with Laugenour & Mickle in the amount of \$139,320 for the design of the 2019 Water Main Replacement Project, CIP 19-15;
4. Authorize a contingency of up to 10% (\$13,930) for the design of the 2019 Water Main Replacement Project, CIP 19-15.

Staff Contact:

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

Fiscal Impact:

The funding for CIP # 09-23, Water System Leak Detection Maintenance and Repair is included in the Capital Budget approved by City Council on June 20, 2017. The funding source is the Water Enterprise Fund. The budget includes funding for the annual program of the replacement of aging water infrastructure. The CIP # 09-23 has a budget of \$2,636,832 in FY 17/18 and a current balance of approximately \$6,400,000.

The design contract in the amount of \$139,320 and contingency in the amount of \$13,930 are funded through CIP #09-23. The estimated total project budget is \$2,800,000 and the budget will be updated after construction bids are received. Authorization to Bid and Construction Contract Award will be presented to Council for approval at a future date.

There is no impact to the General Fund.

Background:

City Engineering and Operations 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. The areas prioritized for replacement are streets with two-inch (2") cast iron water mains located behind sidewalks. The majority of these water mains were constructed between 1917 and 1954 and are in need of replacement. The 2" water mains have been experiencing an increasing number of breaks in recent years. The City has approximately 130,000 lineal feet of streets with 2" diameter cast iron pipe that were installed prior to 1965. This is the third phase of a multi-year project which will annually identify locations for water and sewer repair and replacement.

Discussion:

Based on the prioritization, the area of 6th Street and Archer Drive between County Road 24A and Gibson Avenue has been prioritized for 2019 construction. The area has a history of a large number of water main breaks in recent years. This area was also a source of a high number of water quality problems during the first year of surface water. The water mains in this area consist of a 2-inch back of sidewalk main on one side of the street and an 8-inch or 10-inch main on the opposite side of the street constructed between 1960 and 1964.

Work limits for priority area Archer/6th for 2019 construction:

Archer Drive – 2,500 LF
Archer Place – 200 LF
Donner Way- 250 LF (6th to Archer)
Sixth Street – 2,580 LF
Sherman Street- 1,100 LF
El Dorado Drive (6th to Archer) – 275 LF
Total 6,905 LF
Replace 150 residential services

A map showing the streets is included in Attachment B. The project will construct new eight-inch (8”) mains in the street and connect the residences with new polyethylene services.

L&M was selected for the project through a quality based selection process and is on the City’s on call list for engineering design firms. The engineering design contract with L&M includes the engineering design services required to prepare final plans and specifications and bidding services. The design services generally include:

- Project Management which includes coordination with City Staff and other City consultants and quality assurance and control.
- Conduct topographic survey and base mapping.
- Prepare public improvement plans for water main replacement, which includes 65%, 90%, and final design documents, construction cost estimating, and construction schedule.
- Assistance with the bidding process.

Conclusion:

Staff recommends that the City Council approve Resolution No. ____ to:

1. Create a new capital project, 2019 Water Main Replacement Project, CIP 19-15;
2. Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP 09-23 to the 2019 Water Main Replacement Project, CIP 19-15 to provide for the project budget.
3. Authorize the City Manager to execute a consultant agreement with Laugenour & Mickle in the amount of \$139,320 for the design of the 2019 Water Main Replacement Project, CIP 19-15;
4. Authorize a contingency of up to 10% (\$13,930) for the design of the 2019 Water Main Replacement Project, CIP 19-15.

Prepared By: Tim Busch, PE, Principal Utilities Engineer

Reviewed By: Brent Meyer, PE, City Engineer



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/27/2018	Resolution
Project Location Map	3/26/2018	Map
Scope of Work	3/26/2018	Backup Material

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT WITH LAUGENOUR & MIEKLE FOR
ENGINEERING CONSULTING SERVICES**

WHEREAS, the City wishes to create a new capital project, 2019 Water Main Replacement Project, CIP 19-15; and

WHEREAS, the City wishes to appropriate \$200,000 from Water System Leak Detection, Maintenance and Repairs Project, CIP 09-23 to the 2019 Water Main Replacement Project, CIP 19-15; and

WHEREAS, the City wishes to enter into a Design Contract with Laugenour & Miekle, Inc. for 2019 Water Main Replacement Project, CIP 19-15 for an amount of \$139,320 and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to have a design contingency of up to 10% of the design contract amount (\$13,930); and

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

Section 1. The City Council hereby creates a new project, the 2019 Water Main Replacement Project, CIP 19-15.

Section 2. The City Council hereby approves an appropriation of \$200,000 from Water System Leak Detection, Maintenance and Repairs Project, CIP 09-23 to the 2019 Water Main Replacement Project, CIP 19-15.

Section 3. The City Council hereby approves the Design Contract with Laugenour & Miekle, Inc. in the amount of \$139,320 and hereby approves a ten (10%) percent design contingency in the amount of \$13,930. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

PASSED AND ADOPTED this 3rd day of April 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

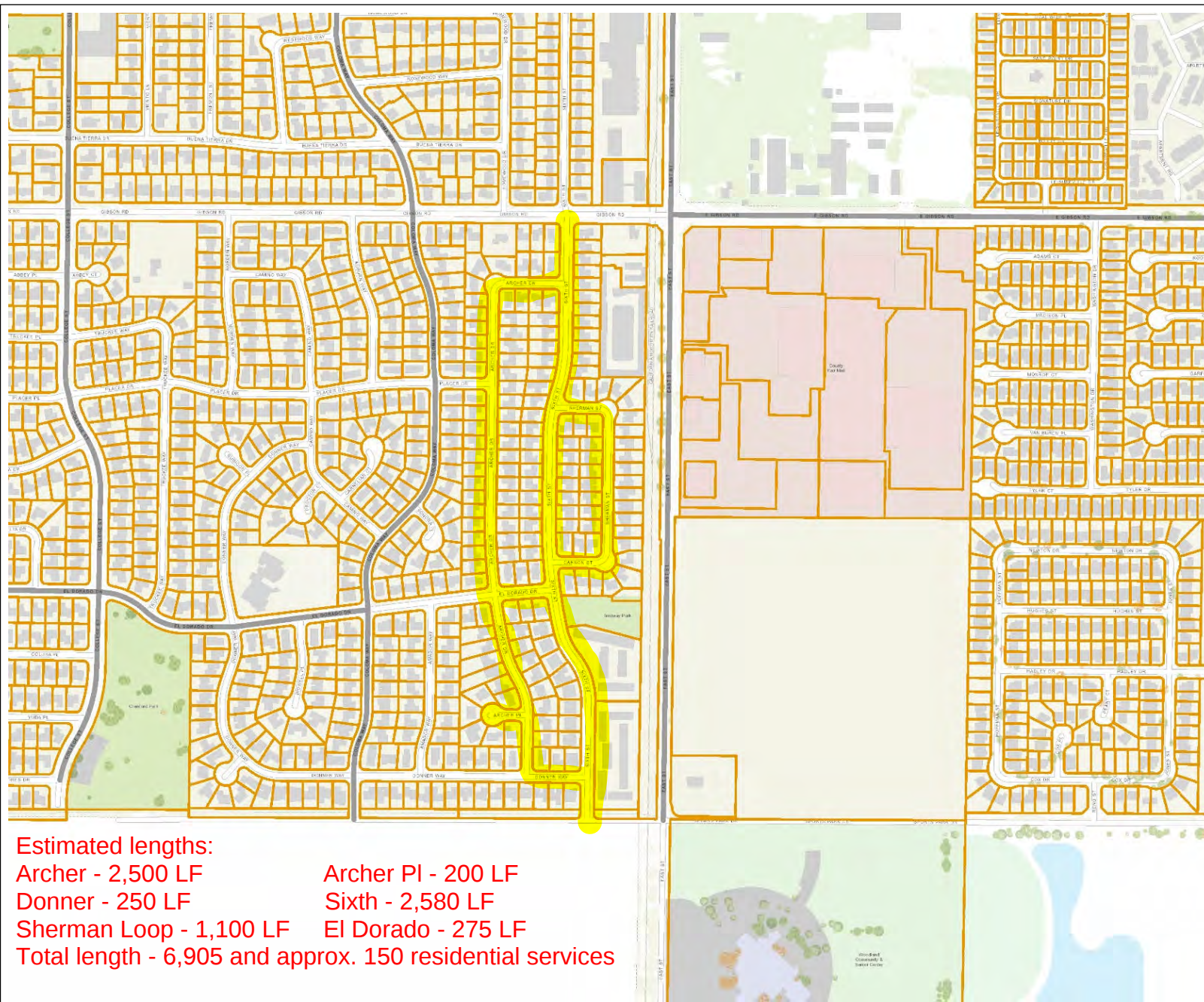


City of Woodland

Legend

Parcels

2019 water/sewer
project - 6th and
Archer area, Gibson
to 24A



0.24 0 0.12 0.24 Miles

© City of Woodland 2018

City of Woodland

Page 79

1: 7,542.29



March 23, 2018

Mr. Tim Busch
City of Woodland
Community Development Department
300 First Street
Woodland, California 95695
E-mail: Tim.Busch@cityofwoodland.org

Re: **Proposal for 2019 Water Main Replacement Project 6th and Archer Area, Gibson to 24A, Woodland, California**

Dear Mr. Busch:

Laugenour and Meikle is pleased to present this proposal for civil engineering and land surveying services for the above referenced project. A detailed description of the services to be provided is included in the attached Exhibit "A", Scope of Services & Compensation, which reflects the standard items of work required for this type of project.

This proposal is an estimate based on the enclosed City of Woodland 2019 Water/Sewer Project – 6th and Archer Area, Gibson to 24A (Exhibit "C").

If you have any questions or comments, please call.

Sincerely,

LAUGENOUR AND MEIKLE



Paymon Fardanesh, Principal, P.E.

Enclosure

**AUTHORIZATION TO BEGIN WORK PRIOR TO
CONTRACT PREPARATION:**

CLIENT SIGNATURE

DATE

EXHIBIT “A”

SCOPE OF SERVICES & COMPENSATION

I. SCOPE OF SERVICES:

A. PROJECT MANAGEMENT & MEETINGS:

- Manage the contract scope, schedule and budget for all project activities.
- Coordination calls with Client.
- Periodic project reviews with Client.
- Provide monthly invoices to Client.
- Assumes 24 hours of engineering time, any additional time will be charged on a time and materials basis

B. TOPOGRAPHIC SURVEY & BASE MAPPING:

- Horizontal and vertical control, including boundary ties, per Agency Control Data.
- Have site marked for USA utility locations.
- Topographic survey for 6,905 LF water line replacement design, including setting project control and benchmarks for sites as indicated on the City of Woodland 2019 Water/Sewer Project – 6th and Archer Area, Gibson to 24A (Exhibit “C”).
- Determine existing utility inverts for design (based on being able to physically determine inverts, does not include potholing).
- Create a topographic base map showing right-of-way lines and easements created from the record data and the topographic survey. This base map will be used in our analysis and design.
- Assumes no potholing will be required for design (allowance noted in Item C, if required).
- Supply Client with electronic file (AutoCAD).

C. POTHOLING (ALLOWANCE):

- Potholing for existing utilities for new water line crossing.
- Potholing to be performed by subconsultant (\$5,000 allowance).
- Allowance for one (1) full day of potholing.

D. PUBLIC IMPROVEMENT PLANS FOR WATER MAIN:

- Review Client requirements and City Standards.
- Prepare water line replacement improvement plans per City Design and Construction Standards. Plans will only be prepared for the 6,905 LF indicated on the City of Woodland 2019 Water/Sewer Project – 6th and Archer Area, Gibson to 24A (Exhibit “C”).
- Improvement plans for sewer lateral replacement based on City provided video data and recommendations.
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

E. BIDDING & CONSTRUCTION ADMINISTRATION:

- Bidding assistance including written clarification of plans and specifications, preparation of addendums and attend pre-construction meeting.
- Attend meeting (progress and coordination meeting at owner’s request).
- Site visit during construction (per Owner’s request).
- Review and comment on project submittals related to civil design items.
- Conduct final project review of site improvements and assist in preparation of punch list.
- Prepare as-constructed record plans and specifications (electronic and hard copy) based on Contractor’s mark-ups (no field survey time).
- Construction administration is for 56 hours of work for Engineer.

F. SWPPP (EROSION CONTROL PLAN ONLY):

- This proposal assumes the disturbed area will be less than one (1) acre, therefore, a Storm Water Pollution Prevention Plan is not required.
- Prepare erosion and sedimentation control plan.
- Excludes Qualified SWPPP Practitioner (QSP) services which are required for implementation and monitoring of SWPPP.

II. COMPENSATION:

Consultant shall be compensated on a “Fixed-Fee” basis per project total shown below. New tasks not associated with the above Scope of Services will be negotiated prior to starting any work on any additional new task:

A. Project Management & Meetings	\$ 4,560.00
B. Topographic Survey/Base Mapping	\$ 31,640.00
C. Potholing (Allowance)	\$ 8,360.00
D. Public Improvement Plans for Water Main	\$ 83,600.00
E. Bidding & Construction Administration.....	\$ 9,600.00
F. SWPPP (Erosion Control Plan Only)	\$ 1,560.00

PROJECT TOTAL.....\$139,320.00

These costs are based on the following Laugenour and Meikle Prevailing Wage Rate Schedule (Exhibit B). Government agency fees are not included in this cost proposal.

III. EXCLUSIONS AND/OR RESPONSIBILITIES OF CLIENT OR OTHERS:

1. Client agrees consultant will not perform on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project unless specifically provided for in another Agreement.
2. All work pertaining to environmental impact report mitigation monitoring, if required.
3. Client agrees to assume complete responsibility and liability for changes in design, construction quantities, project cost, etc., whenever Client uses unsigned or unapproved survey maps or construction drawings for bidding or construction purposes.
4. All submittals of plans/reports for Agency approval are the responsibility of the Client.
5. Any regulatory agency related fees for submitting, checking, filing, inspection, performance of services, etc. are the responsibility of the Client.

EXHIBIT “B”
RATE SCHEDULE

PERSONNEL CLASSIFICATION

RATE PER HOUR

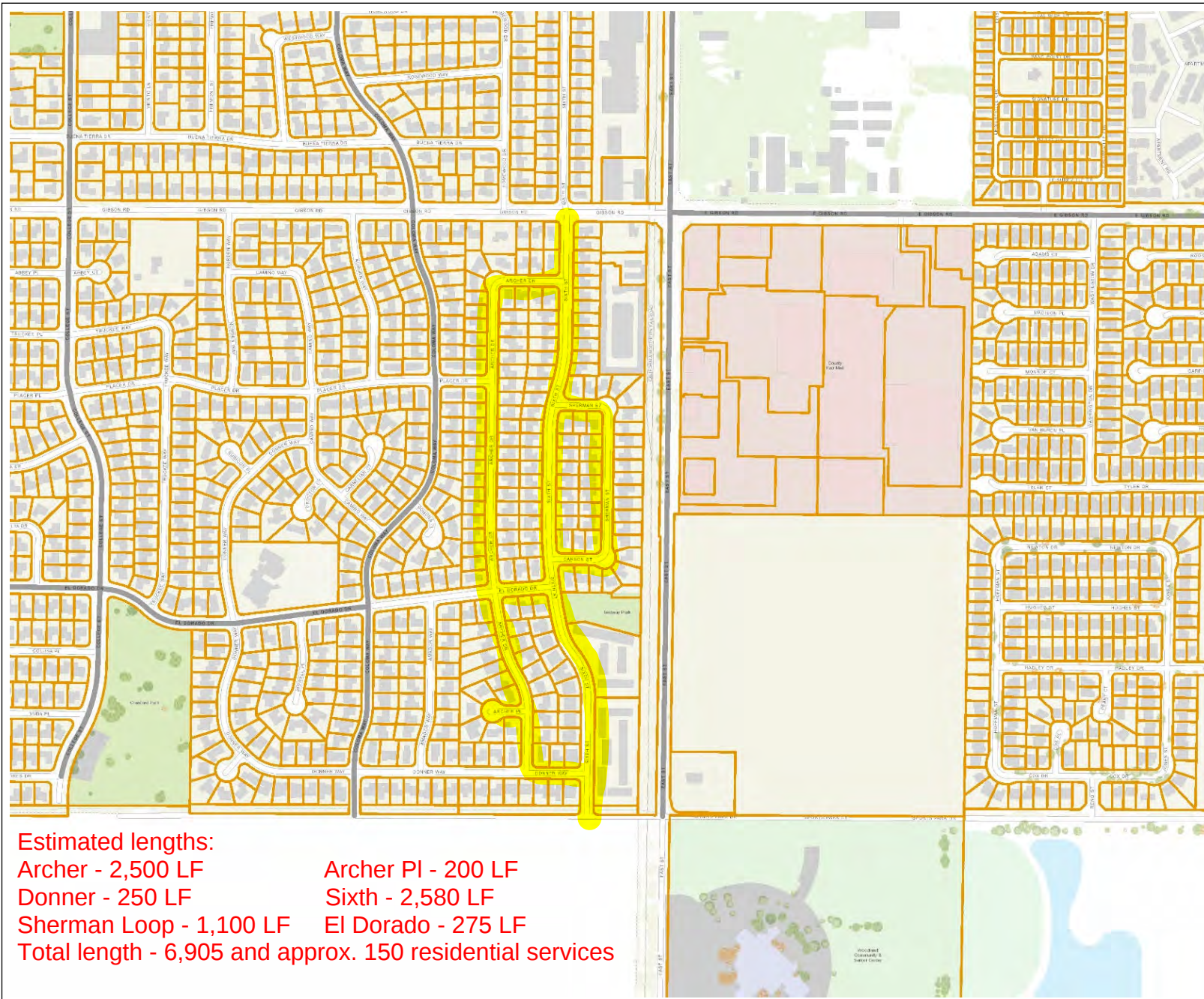
Principal Engineer	\$190.00
Principal Surveyor	\$190.00
Senior Engineer/Project Manager	\$180.00
Senior Engineer	\$170.00
Senior Surveyor	\$165.00
Associate Engineer	\$165.00
Surveyor	\$150.00
Assistant Surveyor	\$135.00
Assistant Engineer	\$135.00
Assistant Project Manager	\$135.00
Junior Engineer	\$125.00
Senior Engineering Technician	\$110.00
Engineering Technician	\$ 80.00
Survey Technician	\$ 80.00
Technician	\$ 75.00
Clerical	\$ 60.00
Survey Party, 1-Man*	\$175.00
Survey Party, 2-Man*	\$270.00

REIMBURSABLES:

Field Materials	—	Charged at cost plus 10%
Reproduction Items	—	Charged at cost plus 10%
Subconsultants	—	Charged at cost plus 10%
Fees	—	Charged at cost plus 10%

* Public Works Prevailing Wage Rate

EXHIBIT "C"



City of Woodland

Legend

Parcels

2019 water/sewer
 project - 6th and
 Archer area, Gibson
 to 24A



0.2 0 0.12 0.2 miles

© City of Woodland 2018

1: 542.2



EXHIBIT “D”
ESTIMATED SCHEDULE OF SERVICES
FOR
CITY OF WOODLAND
2019 WATER MAIN REPLACEMENT PROJECT

DESCRIPTION OF SERVICES	DURATION	START DATE
Topographic Survey	5 WEEKS	From Returned Signed Contract
Topographic Base Map	4 WEEKS	
65% Public Improvement Plans	12 WEEKS	
City Review	2 WEEKS	
90% Public Improvement Plans & Specifications	4 WEEKS	
City Review	2 WEEKS	
100% Public Improvement Plans & Specifications for Bidding	3 WEEKS	



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 10.
SUBJECT: Proclamation for Business of Excellence to Hoblit Dodge

Recommendation for Action:

Staff recommends that the City Council adopt a Proclamation honoring Hoblit Chrysler Jeep Dodge Ram (Hoblit Dodge) for their contribution to the community and local economy.

Staff Contact:

Wendy Ross, Economic Development Manager, (530) 661-5921, wendy.ross@cityofwoodland.org

Fiscal Impact:

There is no direct fiscal impact to the city by this action.

Discussion:

City Council is being asked to support and adopt a proclamation honoring Hoblit Chrysler Jeep Dodge Ram (Hoblit Dodge). As a 4th generation car dealer, Hoblit Dodge was established in Woodland in 1949. Hoblit Dodge had been located at the old Electric Car Garage at 801 Main Street since 1999 and then relocated to 333 Main Street in 2011.

In December 2017, Hoblit Dodge was named the #1 Ram Truck Dealer in California and the #2 in the United States, finishing as the #7 Ram Dealer in the country for 2017 in total Ram Trucks sales. Hoblit Dodge employs approximately 100 local employees and has made more than \$1 million in donations to various local organizations over the past 5 years.

In recognition of Hoblit's outstanding achievements as a business, significant impact on our economy, and generous support of community organizations, staff recommends that the City Council adopt the attached proclamation acknowledging their contributions to the community.

Conclusion:

Staff recommends that the City Council adopt a Proclamation honoring Hoblit Chrysler Jeep Dodge Ram (Hoblit Dodge) for their contribution to the community and local economy.

Prepared By: Wendy Ross, Economic Development Manager

Reviewed By: Ken Hiatt, Assistant City Manager

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Hoblit Dodge Proclamation	3/30/2018	Backup Material

CITY OF WOODLAND
PROCLAIMING HOBLIT CHRYSLER JEEP DODGE RAM
A WOODLAND BUSINESS OF EXCELLENCE

WHEREAS, the City of Woodland, California, recognizes the essential role businesses play in building healthy and vibrant communities; and

WHEREAS, Hoblit Chrysler Jeep Dodge Ram (“Hoblit Dodge”) is a 4th generation, family owned business operating in Woodland since 1999; and

WHEREAS, In 2012, the Hoblit family acquired 333 Main Street and invested more than \$2million improving this prominent downtown Woodland property; and

WHEREAS, During the period of 2012 and 2017, Hoblit Dodge increased sales seven-fold, from \$21million to over \$152million in total dealership sales; and

WHEREAS, in December 2017, Hoblit Dodge was the #1 Ram Truck Dealer in the California and #2 in the United States , finishing as the #7 Ram dealer in the country for 2017 in total Ram Trucks sold; and

WHEREAS, Hoblit Dodge currently employs over 100 employees from the local the community; and

WHEREAS, Hoblit Dodge has consistently demonstrated its commitment to helping build a healthier communities and has donated more than \$1,000,000 to charitable organizations and community events over the past 10 years, including over \$250,000 in contributions in 2017.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland hereby presents the “Key to the City” to Hoblit Chrysler Jeep Dodge Ram for your outstanding contribution to the community.

DATED: April 3, 2018

Enrique Fernandez, Mayor

Xochitl Rodriquez, Mayor Pro Tem

Tom Stallard, Council Member

Angel Barajas, Council Member

Marlin “Skip” Davies, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 11.
SUBJECT: Proclamation Recognizing Woodland High School Girls Soccer Team

Recommendation for Action:

Staff recommends that the City Council recognize the Woodland High School Girls Soccer Team on their recent victory to become the 2018 CIF Northern California Regional Girls Soccer Champions. The certificate will be presented at an event on April 13, 2018.

Staff Contact:

Jennifer Robinson, Secretary to the City Manager, (530) 661-xxxx, jennifer.robinson@cityofwoodland.org

Prepared By: Jennifer Robinson, Secretary to the City Manager

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

Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Certificate	3/27/2018	Presentation

CITY OF WOODLAND
PROCLAMATION OF COMMENDATION
PRESENTED TO

WOODLAND HIGH SCHOOL
GIRLS SOCCER TEAM

for their success in earning the title of
2018 California Interscholastic Federation (CIF) Northern California Regional
Girls Soccer Champions

The City Council of the City of Woodland, hereby issues this Proclamation of Commendation to express its pride and admiration in achieving their goal and extends its best wishes upon their future accomplishments.

Dated: April 3, 2018

Enrique Fernandez, Mayor

Xochitl Fernandez, Mayor Pro Tempore

Marlin “Skip” Davies, Council Member

Angel Barajas, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 12.
SUBJECT: Approve New Job Classification and Updated Salary Schedule

Recommendation for Action:

Staff recommends that the City Council approve 1) the new job classification of Social Services Manager and 2) Updated City of Woodland Salary Schedule.

Staff Contact:

Sheila McShane, Human Resources Manager, (530) 661-5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:

This action to adopt a new job classification and updated salary schedule will have direct fiscal impact. It is anticipated that the City Council will consider funding to support the newly-created Social Services Manager position in conjunction with the FY2018/19 budget. Likewise, the proposed change to the salary range for the position of Police Chief does not result in any change to the terms of the employment agreement in place for this position.

Background:

Traditionally, the City Council approves periodic updates to the city's Salary Schedule based on contracts negotiated with its various employee bargaining groups and when new or revised job classifications warrant. The California Public Employees' Retirement System (CalPERS) now requires that City Council adopt and approve the salary schedule on a quarterly basis, and this staff report serves to meet the CalPERS requirement for the quarter beginning April 1, 2018.

The proposed Salary Schedule also includes the following updates:

- The addition of a new Social Services Manager classification at salary range 132 (\$6,896.41 to \$8,282.64), and
- An increase in the salary range for the classification of Police Chief from \$11,874.40 - \$15,490.75, to \$13,358.70 - \$17,427.09.

Discussion:

The newly-created Social Services Manager job classification is being proposed in order to help the city better address the needs of vulnerable populations who require assistance from a various social service providers, including mental health, drug treatment, job training/placement, and youth-at-risk. This position is being developed to fill a need identified through the city's efforts to better manage and serve the needs of our homeless population while also providing support to the city's efforts around youth-at-risk and others who are best served outside of our criminal justice system. The position replaces an old job classification (Youth Intervention Specialist) and broadens the scope of responsibilities across a host of social services needs. It is anticipated that funding to support this new position will be presented to the City Council in conjunction with the FY2018/19 budget. The job classification is also subject to approval by the applicable employee bargaining group.

The change in the salary range for the Police Chief classification is being recommended primarily as a result of recent changes to the Memorandum of Understanding between the City and the Police Mid-Management Association (PMMA). The new salary range will allow for future adjustments to the Police Chief's employment agreement needed to address compaction issues within the command staff compensation for the Woodland Police Department. The approval of this adjustment will not directly impact the Police Chief's current employment agreement.

Prepared By: Sheila McShane, Human Resources Manager



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Social Services Manager - Job Classification	3/30/2018	Cover Memo
April 1, 2018 Salary Schedule	3/30/2018	Backup Material



SOCIAL SERVICES MANAGER

DEFINITION

Under general direction from senior staff, the position provides community outreach and coordination with internal/external partners on services, programs, and projects; and referrals to address community social service needs, including at-risk youth and individuals and families that are homeless or at risk of homelessness. Assists with management and strategic planning as well as performs a variety of duties related to social services and counseling programs/operations within the City of Woodland.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from management staff.

May exercises direct supervision over assigned supervisory, professional, technical and clerical personnel.

EXAMPLES OF DUTIES

Duties include, but are not limited to, the following:

ESSENTIAL JOB FUNCTIONS:

Duties may include, but are not limited to, the following:

- Assist in the development and implementation of goals and objectives; establish schedules and methods for social services and community programs and projects; develop and implement policies and procedures.
- Provide outreach, assessment and case management to individuals and families who are homeless or at risk of homelessness or in need of other social service intervention.
- Perform intensive casework with individuals who may be suffering from mental illness and addictive/dependence disorders;
- Consult, refer cases, and work actively with government agencies and private partners/community groups. Participate in homeless coordinated entry case conferences and meetings of the multi-disciplinary team for homelessness intervention.
- Refer individuals and families to appropriate community resources. Perform case management duties for individuals and provide service referrals to social service providers for at-risk youth and individuals/families who are homeless or at risk of homelessness.

- Prepare case records, documents, and correspondence in a timely manner.
- Accompany police personnel as needed, in order to provide counseling and/or outreach services.
- Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for social service programs and projects; monitor and control expenditure.
- Identify potential grant opportunities; prepare and submit grant applications, following specified timelines and procedures, in an effort to secure funding; interpret and assure compliance of grant agreements with all applicable federal and other requirements.
- Serve as the City's primary liaison with the relevant departments, and partner agencies to support community social service needs of residents.
- Coordinate and implement the City's action plans related to social service programs.
- Meet with first time juvenile offenders and their parents/guardians; conduct assessment interviews; and determine appropriate intervention techniques. Supervise cases for contract compliance and provide case follow-up, assistance, and support. Provide clinical assessments and counseling/treatment needs and make referrals of the individuals and/or family members to available services; provide short term counseling to staff, community members, and others.
- Provide leadership and coordination for city-related or city sponsored programs that benefit at risk youth or individuals/families who are homeless or at risk of homelessness.
- Serve as a liaison with law enforcement, school officials, social service agencies, and the general public regarding difficult and/or complex situations related to mental health and social services.
- Represent function on committees, outside organizations and at staff subcommittees; coordinate community service programs and projects with City departments and outside agencies, as appropriate.
- Make presentations to the City Council, community groups and outside agencies.
- Answer questions and provide information to the public.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that the failure of such attendance undermines the City's ability to provide critical services to employees, department and the public.
- Performs related duties as assigned.

QUALIFICATIONS:

Knowledge of:

Principles and practices of clinical social work.

Programs, principles, and resources related to homelessness.

Confidentiality laws, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).

Principles of budget monitoring.

Pertinent local, State and Federal laws, ordinances and rules.

Modern office procedures, methods and personal computer use.

Ability to:

Engage clients in the problem-solving process.

Establish and maintain an effective casework relationship with clients and persons in their support systems.

Utilize a wide range of social work techniques and community resources

Due to the nature of the position, incumbent may come in contact with violent, mentally unstable persons and/or may perform work around unsanitary conditions and/or at locations that are not easily accessible or not up to code standards.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve legal and clinical policy and procedures in accordance with state laws.

Assist in the development and monitoring of assigned program budget

Establish and maintain effective working relationships with those contacted in the course of work.

Use a personal computer with proficiency and familiarity

Communicate clearly and concisely, both orally and in writing

Supervise, train and evaluate assigned staff

MINIMUM EDUCATION AND EXPERIENCE:

Experience:

Five years post graduate experience working in the social work or counseling with strong emphasis on social services, resources and referrals using a community framework, and the coordination of services with governmental and non-governmental service providers.

AND

Education

Master's degree from an accredited college or university in social work, psychology, counseling, public health, or a related field. (Significant clinical experience in behavioral health may be substituted for an advanced degree).

License or Certificate

Possession of a valid California driver's license by date of appointment

Possession of a valid professional mental health therapy license issued by the State of California, such as Licensed Clinical Social Worker (LCSW), Marriage and Family

Therapist (LMFT), Associate Social Worker License (ASW), Intern Marriage Family (IMFT) or Clinical Psychologist is preferred

Must obtain CPR and First Aid certificates within first 12 months of employment.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 20 pounds of force occasionally, and/or in excess of 10 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: April 3, 2018

**CITY OF WOODLAND
SALARY SCHEDULE
Effective April 1, 2018**

CLASSIFICATION	RANGE NO.	UNIT	SALARY PER MONTH					F STEP	G STEP	H STEP
			A STEP	B STEP	C STEP	D STEP	E STEP			
Accountant I *	116	MM	\$4,645.60	\$4,877.89	\$5,121.78	\$5,377.86	\$5,646.76			
Accountant II *	120	MM	\$5,127.88	\$5,384.27	\$5,653.47	\$5,936.15	\$6,232.96			
Administrative Clerk I	28	GS	\$2,554.32	\$2,682.03	\$2,816.14	\$2,958.95	\$3,104.79	\$3,260.03		
Administrative Clerk II	32	GS	\$2,819.49	\$2,960.46	\$3,108.49	\$3,263.91	\$3,427.11	\$3,598.46		
Administrative Clerk III	36	GS	\$3,112.19	\$3,267.81	\$3,431.21	\$3,602.77	\$3,782.91	\$3,972.06		
Administrative Secretary	42	GS	\$3,609.19	\$3,789.66	\$3,979.13	\$4,178.09	\$4,386.99	\$4,606.34		
Administrative Supervisor	47	GS	\$4,083.47	\$4,287.64	\$4,502.03	\$4,727.13	\$4,963.49	\$5,211.66		
Aquatics Coordinator	32	GS	\$2,819.49	\$2,960.46	\$3,108.49	\$3,263.91	\$3,427.11	\$3,598.46		
Aquatics Supervisor	48	GS	\$4,185.55	\$4,394.83	\$4,614.58	\$4,845.31	\$5,087.57	\$5,341.94		
Assistant Engineer *	125	MM	\$5,801.71	\$6,091.80	\$6,396.39	\$6,716.21	\$7,052.02			
Assistant Planner *	118	MM	\$4,880.78	\$5,124.82	\$5,381.06	\$5,650.12	\$5,932.62			
Associate Civil Engineer *	131	MM	\$6,728.21	\$7,064.62	\$7,417.85	\$7,788.74	\$8,178.19			
Associate Engineer *	127	MM	\$6,095.43	\$6,400.20	\$6,720.20	\$7,056.23	\$7,409.03			
Associate Planner *	124	MM	\$5,660.22	\$5,943.22	\$6,240.38	\$6,552.40	\$6,880.03			
Asst City Manager/Comm & Econ Dev Dir		MGT	\$11,078.64				\$14,223.38			
Building Inspection Services Manager *	132	MM	\$6,896.41	\$7,241.24	\$7,603.30	\$7,983.47	\$8,382.64			
Building Inspector I	49	GS	\$4,290.20	\$4,504.70	\$4,729.94	\$4,968.44	\$5,214.76	\$5,475.49		
Building Inspector II	53	GS	\$4,735.57	\$4,972.35	\$5,220.97	\$5,482.01	\$5,756.12	\$6,043.92		
Chief Building Official *	140	MM	\$8,402.62	\$8,822.74	\$9,263.88	\$9,727.07	\$10,213.43			
Chief Collection Systems Operator *	132	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.46	\$8,382.64			
Chief Plant Operator *	132	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.46	\$8,382.64			
Chief Project Engineer *	145	MM	\$9,506.79	\$9,982.12	\$10,481.25	\$11,005.30	\$11,555.56			
Chief Water Systems Operator *	132	MM	\$6,896.41	\$7,241.24	\$7,603.30	\$7,983.47	\$8,382.64			
Child Librarian II *	118	MM	\$4,880.78	\$5,124.81	\$5,381.06	\$5,650.12	\$5,932.62			
City Clerk *		MGT	\$6,756.48				\$8,673.48			
City Engineer *	145	MM	\$9,506.79	\$9,982.12	\$10,481.24	\$11,005.30	\$11,555.56			
City Manager *	Contract						\$18,599.20			
Code Compliance Officer I	46	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54		
Code Compliance Officer II	50	GS	\$4,397.45	\$4,617.32	\$4,848.18	\$5,090.60	\$5,345.12	\$5,612.38		
Community Development Director *		MGT	\$9,633.60				\$12,615.52			
Community Development Technician I	42	GS	\$3,609.19	\$3,789.66	\$3,979.13	\$4,178.09	\$4,386.99	\$4,606.34		
Community Development Technician II	46	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54		
Community Services Director	MGT		\$9,449.55				\$12,095.70			
Community Services Officer *	Base	P	\$3,641.82	\$3,823.91	\$4,015.10	\$4,215.87	\$4,426.66	\$4,648.00		
Community Services Program Manager *	125	MM	\$5,801.71	\$6,091.80	\$6,396.39	\$6,716.21	\$7,052.02			
Conservation Coordinator	46	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54		
Construction Project Manager*	129	MM	\$6,404.01	\$6,724.21	\$7,060.42	\$7,413.44	\$7,784.11			
Crime Intelligence Analyst *	Base	PS	\$4,856.50	\$5,099.34	\$5,354.30	\$5,622.01	\$5,903.11			
Crime Prevention Specialist *	Base	P	\$3,641.82	\$3,823.91	\$4,015.10	\$4,215.87	\$4,426.66	\$4,648.00		
Deputy Director of Community Development *	Contract		\$9,695.28				\$11,784.66			
Deputy Director of Public Works - O/M *	Contract		\$9,093.05				\$11,052.67			
Deputy Director of Public Works - Utilities	Contract		\$9,695.28				\$11,784.66			
Deputy Fire Chief ****	Flat	FM	\$9,769.73	\$10,258.22	\$10,771.14	\$11,309.69	\$11,971.80			
Economic Development Manager *	136	MM	\$7,612.36	\$7,992.97	\$8,392.62	\$8,812.26	\$9,252.86			
Electrical / Signs & Markings Supervisor	67	GS	\$6,691.24	\$7,025.80	\$7,377.09	\$7,745.95	\$8,133.25	\$8,539.91		
Electrician's Assistant	43	GS	\$3,699.42	\$3,884.39	\$4,078.61	\$4,282.55	\$4,496.67	\$4,721.51		
Engineering Aide I	33	GS	\$2,889.98	\$3,034.48	\$3,186.21	\$3,345.51	\$3,512.79	\$3,688.43		
Engineering Aide II	37	GS	\$3,190.00	\$3,349.50	\$3,516.98	\$3,692.83	\$3,877.46	\$4,071.34		
Engineering Assistant	56	GS	\$5,099.70	\$5,354.68	\$5,622.42	\$5,903.53	\$6,198.71	\$6,508.65		

Engineering Technician I	44	GS	\$3,791.91	\$3,981.50	\$4,180.58	\$4,389.61	\$4,609.09	\$4,839.55
Engineering Technician II	48	GS	\$4,185.55	\$4,394.83	\$4,614.58	\$4,845.31	\$5,087.57	\$5,341.94
Engineering Technician III	52	GS	\$4,620.07	\$4,851.07	\$5,093.63	\$5,348.31	\$5,615.73	\$5,896.51
Environmental Compliance Inspector I	39	GS	\$3,351.49	\$3,519.06	\$3,695.02	\$3,879.77	\$4,073.76	\$4,277.45
Environmental Compliance Inspector II	43	GS	\$3,699.42	\$3,884.39	\$4,078.61	\$4,282.55	\$4,496.67	\$4,721.51
Environmental Compliance Specialist	49	GS	\$4,290.20	\$4,504.70	\$4,729.94	\$4,966.44	\$5,214.76	\$5,475.49
Environmental Resources Analyst *	127	MM	\$6,095.43	\$6,400.20	\$6,720.20	\$7,056.23	\$7,409.03	
Environmental Sustainability Manager	131	MM	\$6,728.21	\$7,064.62	\$7,417.85	\$7,788.74	\$8,178.19	
Equipment Service Clerk	32	GS	\$2,819.49	\$2,960.46	\$3,108.49	\$3,263.91	\$3,427.11	\$3,598.46
Equipment Service Worker	34	GS	\$2,962.24	\$3,110.34	\$3,265.85	\$3,429.15	\$3,600.62	\$3,780.65
Facility Maintenance Worker I	35	GS	\$3,036.28	\$3,188.11	\$3,347.51	\$3,514.88	\$3,690.63	\$3,875.16
Facility Maintenance Worker II	41	GS	\$3,521.16	\$3,697.22	\$3,882.08	\$4,076.18	\$4,279.99	\$4,493.99
Facility Maintenance Worker III	45	GS	\$3,886.71	\$4,081.04	\$4,285.09	\$4,499.35	\$4,724.32	\$4,960.53
Finance Clerk I	32	GS	\$2,819.49	\$2,960.46	\$3,108.49	\$3,263.91	\$3,427.11	\$3,598.46
Finance Clerk II	37	GS	\$3,190.00	\$3,349.50	\$3,516.98	\$3,692.83	\$3,877.46	\$4,071.34
Finance Clerk III	41	GS	\$3,521.16	\$3,697.22	\$3,882.08	\$4,076.18	\$4,279.99	\$4,493.99
Finance Director *		MGT	\$9,562.32				\$12,275.28	
Finance Officer *	141	MM	\$8,612.69	\$9,043.31	\$9,495.48	\$9,970.26	\$10,468.77	
Finance Specialist	41	GS	\$3,521.16	\$3,697.22	\$3,882.08	\$4,076.18	\$4,279.99	\$4,493.99
Finance Supervisor	54	GS	\$4,853.96	\$5,096.66	\$5,351.49	\$5,619.07	\$5,900.02	\$6,195.02
Fire Battalion Chief ****	Flat	FM	\$8,564.56	\$8,992.78	\$9,442.42	\$9,914.54	\$10,410.26	
Fire Captain	Base	F	\$6,908.54	\$7,253.96	\$7,616.65	\$7,997.50	\$8,397.36	
Fire Chief **		MGT	\$11,305.55				\$14,682.50	
Fire Engineer	Base	F	\$5,995.86	\$6,295.65	\$6,610.44	\$6,940.96	\$7,288.00	
Fire Prevention Specialist I	Base	F	\$4,358.24	\$4,576.35	\$4,805.15	\$5,045.41	\$5,297.66	
Fire Prevention Specialist II	Base	F	\$4,686.53	\$4,920.87	\$5,166.92	\$5,425.26	\$5,696.53	
Firefighter	Base	F	\$5,283.12	\$5,547.26	\$5,824.62	\$6,115.87	\$6,421.65	
Firefighter Recruit	Base	F	\$4,754.81					
Fleet & Facilities Manager *	131	MM	\$6,728.21	\$7,064.62	\$7,417.85	\$7,788.74	\$8,178.19	
GIS Analyst	62	GS	\$5,914.08	\$6,209.79	\$6,520.27	\$6,846.29	\$7,188.60	\$7,548.03
GIS Technician I	49	GS	\$4,290.19	\$4,504.70	\$4,729.93	\$4,966.44	\$5,214.76	\$5,475.50
GIS Technician II	53	GS	\$4,735.57	\$4,972.35	\$5,220.97	\$5,482.01	\$5,756.12	\$6,043.92
Heavy Equipment Mechanic	46	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54
Human Resources Analyst I		C	\$4,976.10	\$5,224.91	\$5,486.15	\$5,760.46	\$6,048.48	
Human Resources Analyst II		C	\$5,630.00	\$5,911.50	\$6,207.08	\$6,517.43	\$6,843.30	
Human Resources Clerk		C	\$3,141.49	\$3,298.57	\$3,463.50	\$3,636.67	\$3,818.51	\$4,009.43
Human Resources Manager		C	\$7,756.40	\$8,144.23	\$8,551.43	\$8,979.00	\$9,427.96	
Human Resources Technician I		C	\$3,734.23	\$3,920.95	\$4,116.98	\$4,322.84	\$4,538.98	\$4,765.92
Human Resources Technician II		C	\$4,163.61	\$4,371.79	\$4,590.38	\$4,819.90	\$5,060.89	\$5,313.94
Industrial Electrical/Electronics Technician	58	GS	\$5,357.87	\$5,625.76	\$5,907.05	\$6,202.40	\$6,512.52	\$6,838.15
Information Technology Analyst	60	GS	\$5,629.11	\$5,910.57	\$6,206.09	\$6,516.40	\$6,842.22	\$7,184.33
Information Technology Manager *	138	MM	\$7,997.73	\$8,397.61	\$8,817.50	\$9,258.36	\$9,721.29	
Information Technology Technician I	48	GS	\$4,185.55	\$4,394.83	\$4,614.58	\$4,845.31	\$5,087.57	\$5,341.94
Information Technology Technician II	52	GS	\$4,620.07	\$4,851.07	\$5,093.63	\$5,348.31	\$5,615.73	\$5,896.51
Infrastructure O & M Superintendent *	132	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.46	\$8,382.64	
Junior Engineer *	121	MM	\$5,256.07	\$5,518.87	\$5,794.82	\$6,084.55	\$6,388.79	
Junior Planner *	113	MM	\$4,313.90	\$4,529.59	\$4,756.07	\$4,993.88	\$5,243.58	
Laboratory & Environmental Compliance Manager	129	MM	\$6,404.01	\$6,724.21	\$7,060.42	\$7,413.44	\$7,784.11	
Laboratory Supervisor *	127	MM	\$6,095.43	\$6,400.20	\$6,720.20	\$7,056.23	\$7,409.03	
Laboratory Technician I	43	GS	\$3,699.42	\$3,884.39	\$4,078.61	\$4,282.55	\$4,496.67	\$4,721.51
Laboratory Technician II	47	GS	\$4,083.47	\$4,287.64	\$4,502.03	\$4,727.13	\$4,963.49	\$5,211.66
Librarian I *	114	MM	\$4,421.75	\$4,642.84	\$4,874.98	\$5,118.73	\$5,374.66	
Librarian II *	118	MM	\$4,880.78	\$5,124.81	\$5,381.06	\$5,650.12	\$5,932.62	
Librarian III *	122	MM	\$5,387.47	\$5,656.84	\$5,939.70	\$6,236.67	\$6,548.51	
Library Services Director *		MGT	\$7,277.97				\$9,343.03	

Library Technician Assistant I	29	GS	\$2,618.18	\$2,749.09	\$2,886.55	\$3,030.88	\$3,182.42	\$3,341.54
Library Technician Assistant II	33	GS	\$2,889.98	\$3,034.48	\$3,186.21	\$3,345.51	\$3,512.79	\$3,688.43
Library Technician Assistant III	37	GS	\$3,190.00	\$3,349.50	\$3,516.98	\$3,692.83	\$3,877.46	\$4,071.34
Light Equipment Mechanic	41	GS	\$3,521.16	\$3,697.22	\$3,882.08	\$4,076.18	\$4,279.99	\$4,493.99
Literacy Coordinator	46	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54
Maintenance Supervisor	53	GS	\$4,735.57	\$4,972.35	\$5,220.97	\$5,482.01	\$5,756.12	\$6,043.92
Maintenance Worker I	35	GS	\$3,036.28	\$3,188.11	\$3,347.51	\$3,514.88	\$3,690.63	\$3,875.16
Maintenance Worker II	40	GS	\$3,435.28	\$3,607.05	\$3,787.39	\$3,976.77	\$4,175.61	\$4,384.39
Maintenance Worker III	44	GS	\$3,791.91	\$3,981.50	\$4,180.58	\$4,389.61	\$4,609.09	\$4,839.55
Management Analyst I *	120	MM	\$5,127.88	\$5,384.27	\$5,653.47	\$5,936.15	\$6,232.96	
Management Analyst II *	125	MM	\$5,801.71	\$6,091.81	\$6,396.39	\$6,716.21	\$7,052.02	
Meter Services Technician	115	GS	\$3,886.71	\$4,081.04	\$4,285.09	\$4,499.35	\$4,724.32	\$4,960.53
Office Manager *	145	MM	\$4,532.29	\$4,758.90	\$4,996.85	\$5,246.69	\$5,509.03	
Operations and Maintenance Superintendent *	137	MM	\$7,802.67	\$8,192.81	\$8,602.45	\$9,032.57	\$9,484.20	
Park Maintenance Technician	46	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54
Park Maintenance Worker I	35	GS	\$3,036.28	\$3,188.11	\$3,347.51	\$3,514.88	\$3,690.63	\$3,875.16
Park Maintenance Worker II	39	GS	\$3,351.49	\$3,519.06	\$3,695.02	\$3,879.77	\$4,073.76	\$4,277.45
Park Maintenance Worker III	43	GS	\$3,699.42	\$3,884.39	\$4,078.61	\$4,282.55	\$4,496.67	\$4,721.51
Park Planner *	132	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.46	\$8,382.64	
Park Superintendent *	132	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.46	\$8,382.64	
Park Supervisor	51	GS	\$4,507.39	\$4,732.76	\$4,969.40	\$5,217.87	\$5,478.76	\$5,752.70
Parks & Recreation Director *		MGT	\$9,251.28			\$11,876.76		
Planning Manager *	140	MM	\$8,402.62	\$8,822.74	\$9,263.88	\$9,727.07	\$10,213.43	\$12,917.55
Police Captain **	Base	PM	\$10,121.23	\$10,627.30	\$11,158.66	\$11,716.60	\$12,302.42	\$13,563.43
Police Chief**	MGT		\$11,874.40			\$15,490.75		\$12,340.55
Police Lieutenant **	Base	PM	\$9,208.70	\$9,669.13	\$10,152.59	\$10,660.23	\$11,193.25	\$11,752.91
Police Officer **	Base	P	\$5,532.76	\$5,809.39	\$6,099.86	\$6,404.86	\$6,725.10	\$7,061.35
Police Records Manager *	120	MM	\$5,127.88	\$5,384.27	\$5,653.47	\$5,936.15	\$6,232.96	
Police Records Specialist *	Base	P	\$3,232.45	\$3,394.05	\$3,563.76	\$3,741.94	\$3,929.05	
Police Records Supervisor	Base	PS	\$4,444.60	\$4,666.82	\$4,900.17	\$5,145.21	\$5,402.47	
Police Sergeant **	Base	PS	\$6,657.45	\$6,990.32	\$7,339.83	\$7,706.83	\$8,092.17	\$8,496.78
Pool Facility Technician	46	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54
Principal Civil Engineer *	141	MM	\$8,612.69	\$9,043.31	\$9,495.48	\$9,970.26	\$10,468.77	
Principal Planner *	136	MM	\$7,612.36	\$7,992.97	\$8,392.62	\$8,812.26	\$9,252.86	
Principal Utilities Civil Engineer*	141	MM	\$8,612.69	\$9,043.31	\$9,495.48	\$9,970.26	\$10,468.77	
Public Safety Chief**	MGT		\$14,033.00			\$18,016.00		\$8,921.62
Public Works Director *			\$10,740.71			\$13,982.76		\$9,367.71
Purchasing Manager *	MGT		\$5,522.16					
Recreation Coordinator	123	MM	\$3,112.19	\$3,267.81	\$3,431.21	\$3,602.77	\$3,782.91	\$3,972.06
Recreation Supervisor	36	GS	\$6,728.21	\$7,064.62	\$7,417.85	\$7,788.74	\$8,178.19	
Recreation Superintendent *	131	MM	\$4,397.45	\$4,617.32	\$4,848.18	\$5,090.60	\$5,345.12	\$5,612.38
Redevelopment & Housing Analyst I *	50	GS	\$5,127.88	\$5,384.27	\$5,653.47	\$5,936.15	\$6,232.96	
Redevelopment & Housing Analyst II *	120	MM	\$5,660.22	\$5,943.22	\$6,240.38	\$6,552.40	\$6,880.03	
Redevelopment Manager *	124	MM	\$7,612.36	\$7,992.97	\$8,392.62	\$8,812.26	\$9,252.86	
Secretary to City Manager	136	MM	\$4,194.54	\$4,404.27	\$4,624.48	\$4,855.71	\$5,098.49	\$5,353.42
Senior Accountant *		C	\$5,801.71	\$6,091.80	\$6,396.39	\$6,716.21	\$7,052.02	
Senior Application Analyst *	125	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.46	\$8,382.64	
Senior Associate Civil Engineer *	132	MM	\$7,245.56	\$7,607.83	\$7,988.23	\$8,387.62	\$8,807.02	
Senior Building Inspector	134	MM	\$5,227.19	\$5,488.55	\$5,762.97	\$6,051.12	\$6,353.68	\$6,671.36
Senior Building Plans Examiner	57	GS	\$5,357.87	\$5,625.76	\$5,907.05	\$6,202.40	\$6,512.52	\$6,838.15
Senior Center Manager *	58	GS	\$5,127.88	\$5,384.27	\$5,653.47	\$5,936.15	\$6,232.96	
Senior Civil Engineer *	120	MM	\$7,997.73	\$8,397.61	\$8,817.50	\$9,258.36	\$9,721.29	
Senior Construction Project Manager *	138	MM	\$6,728.21	\$7,064.62	\$7,417.85	\$7,788.74	\$8,178.19	\$8,583.15
Senior Engineering Assistant	131	MM	\$5,357.87	\$5,625.76	\$5,907.05	\$6,202.40	\$6,512.52	\$6,838.15
Senior Equipment Mechanic	58	GS	\$4,397.45	\$4,617.32	\$4,848.18	\$5,090.60	\$5,345.12	\$5,612.38

Senior Human Resources Analyst	C	\$6,474.50	\$6,798.23	\$7,138.14	\$7,495.04	\$7,869.80	\$4,960.53
Senior Maintenance Worker	GS	\$3,886.71	\$4,081.04	\$4,285.09	\$4,499.35	\$4,724.32	
Senior Management Analyst *	MM	\$6,728.21	\$7,064.62	\$7,417.85	\$7,788.74	\$8,178.19	
Senior Planner *	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.47	\$8,382.64	
Senior Police Records Specialist *	P	\$3,555.68	\$3,733.46	\$3,920.14	\$4,116.16	\$4,321.98	
Senior Signs and Markings Tech	GS	\$3,886.71	\$4,081.04	\$4,285.09	\$4,499.35	\$4,724.32	\$4,960.53
Senior Systems Analyst *	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.46	\$8,382.64	
Senior Tree Trimmer	GS	\$3,886.71	\$4,081.04	\$4,285.09	\$4,499.35	\$4,724.32	\$4,960.53
Senior Utilities Maintenance Worker (Sewer)	GS	\$4,853.96	\$5,096.66	\$5,351.49	\$5,619.07	\$5,900.02	\$6,195.02
Senior Utilities Maintenance Worker (Water)	GS	\$4,853.96	\$5,096.66	\$5,351.49	\$5,619.07	\$5,900.02	\$6,195.02
Senior Water System Operator	GS	\$4,397.45	\$4,617.32	\$4,848.18	\$5,090.60	\$5,345.12	\$5,612.38
Signs and Markings Tech I	GS	\$3,351.49	\$3,519.06	\$3,695.02	\$3,879.77	\$4,073.76	\$4,277.45
Signs and Markings Tech II	GS	\$3,699.42	\$3,884.39	\$4,078.61	\$4,282.55	\$4,496.67	\$4,721.51
Sports Manager *	MM	\$5,801.71	\$6,091.80	\$6,396.39	\$6,716.21	\$7,052.02	
Social Services Manager*	MM	\$6,896.41	\$7,241.24	\$7,603.29	\$7,983.47	\$8,382.64	
Stock Clerk	GS	\$2,819.49	\$2,960.46	\$3,108.49	\$3,263.91	\$3,427.11	\$3,598.46
Storekeeper	GS	\$3,036.28	\$3,188.11	\$3,347.51	\$3,514.88	\$3,690.63	\$3,875.16
Traffic Signal / Street Lighting Technician	GS	\$5,099.70	\$5,354.68	\$5,622.42	\$5,903.53	\$6,198.71	\$6,508.65
Transportation Engineer *	MM	\$7,245.56	\$7,607.83	\$7,988.23	\$8,387.62	\$8,807.02	
Treatment Plant Mechanic	GS	\$4,853.96	\$5,096.66	\$5,351.49	\$5,619.07	\$5,900.02	\$6,195.02
Tree Trimmer I	GS	\$3,351.49	\$3,519.06	\$3,695.02	\$3,879.77	\$4,073.76	\$4,277.45
Tree Trimmer II	GS	\$3,699.42	\$3,884.39	\$4,078.61	\$4,282.55	\$4,496.67	\$4,721.51
Underground Utility Service Locator	GS	\$4,735.57	\$4,972.35	\$5,220.97	\$5,482.01	\$5,756.12	\$6,043.92
Utilities Maintenance Supervisor	GS	\$3,190.00	\$3,349.50	\$3,516.98	\$3,692.83	\$3,877.46	\$4,071.34
Utilities Maintenance Worker I	GS	\$3,609.19	\$3,789.66	\$3,979.13	\$4,178.09	\$4,386.99	\$4,606.34
Utilities Maintenance Worker III (Sewer)	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54
Utilities Maintenance Worker III (Water)	GS	\$3,983.87	\$4,183.07	\$4,392.22	\$4,611.83	\$4,842.42	\$5,084.54
Utilities Maintenance Worker IV (Sewer)	GS	\$4,397.45	\$4,617.32	\$4,848.18	\$5,090.60	\$5,345.12	\$5,612.38
Utilities Maintenance Worker IV (Water)	GS	\$4,397.45	\$4,617.32	\$4,848.18	\$5,090.60	\$5,345.12	\$5,612.38
Wastewater Systems Administrator	MM	\$8,612.69	\$9,043.31	\$9,495.48	\$9,970.26	\$10,468.77	
Water / Wastewater Instrumental Technician	GS	\$5,914.08	\$6,209.79	\$6,520.27	\$6,846.29	\$7,188.60	\$7,548.03
Water Pollution Control Facility Superintendent *	MM	\$8,612.69	\$9,043.31	\$9,495.48	\$9,970.26	\$10,468.77	
Water Pollution Control O-I-T	GS	\$3,435.28	\$3,607.05	\$3,787.39	\$3,976.77	\$4,175.61	\$4,384.39
Water Pollution Control Operator I	GS	\$4,507.39	\$4,732.76	\$4,969.40	\$5,217.87	\$5,478.76	\$5,752.70
Water Pollution Control Operator II	GS	\$4,975.31	\$5,224.08	\$5,485.28	\$5,759.54	\$6,047.51	\$6,349.89
Water Pollution Control Operator III	GS	\$5,491.81	\$5,766.40	\$6,054.72	\$6,357.46	\$6,675.33	\$7,009.10
Water Pollution Control Operator IV	GS	\$6,061.93	\$6,365.03	\$6,683.27	\$7,017.43	\$7,368.31	\$7,736.72
Water Systems Administrator	MM	\$8,612.69	\$9,043.31	\$9,495.48	\$9,970.26	\$10,468.77	
Water Systems Operator I	GS	\$3,435.28	\$3,607.05	\$3,787.39	\$3,976.77	\$4,175.61	\$4,384.39
Water Systems Operator II	GS	\$3,886.71	\$4,081.04	\$4,285.09	\$4,499.35	\$4,724.32	\$4,960.53

* Employee pays PERS Misc. Member Contribution of 8%

** Employee pays PERS Safety Member Contribution of 9%

*** If Temporary Employee is hired into a regular classified position paying the PERS Member Share, that Employee's salary is 8% less for Misc. or 9% less for Safety.

**** Per MOU effective January 1, 2014, Step E is added at 2.5% above the current Step D

Approved by City Council April 3, 2018

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

Activity Leader I	A STEP	B STEP	C STEP	D STEP	E STEP
Activity Leader II	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
	\$11.75	\$12.00	\$12.25	\$12.50	\$12.75

Activity Manager	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25
Cashier	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Counselor	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Intern	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00
Library Page	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Lifeguard / Aide	\$12.25	\$12.50	\$12.75	\$13.00	\$13.25
Lifeguard / Instructor	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75
Pool Manager	\$14.00	\$14.25	\$14.50	\$14.75	\$15.00
Recreation Facility Aide	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75
Special Program Coordinator	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50
Swim Instructor Aide	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00

Presented to City Council on December 19, 2017



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 13.
SUBJECT: Project Appeal - Woodland Downtown Suites - Tentative Subdivision Map, Site Plan and Design Review

Recommendation for Action:

Staff recommends that the City Council:

1. Conduct a public hearing; and
2. Adopt Resolution No. _____ (**Attachment 1**), Denying the Appeal of the Planning Commission's March 1, 2018 Decision to Approve Planning Application PLNG-18-00006, a 14-lot Tentative Subdivision Map (Map No. 5141), and Site Plan and Design Review for a 14-unit, Residential Development Proposal at 447 and 451 Third Street in the Downtown Specific Plan, District D.

Staff Contact:

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

Report in Brief:

The purpose of this item is to consider an appeal of a Planning Commission decision to approve Planning Application PLNG-18-00006 for a proposed 14-lot Tentative Subdivision Map and a 14-unit, residential infill development project located at 447-451 Third Street, the northeast corner of Third Street and Lincoln Avenue (see **Attachments 3-6 and 11** for Map, Site Plan/Elevations and Planning Commission Staff Report). At its March 1, 2018 meeting, the Planning Commission unanimously approved the project on a vote of 5-0, with two members absent.

Mr. Arthur Jaime filed the appeal on March 13, 2018 following the March 1, 2018 Planning Commission decision to approve the project (**Attachment 2**). Mr. Jaime's primary concern is with the proposed three-story height of the residential units, particularly those four units located along Lincoln Avenue. Mr. Jaime is requesting that the height of the units along Lincoln Avenue be reduced to not more than two stories to allow for a greater "buffer" or transition in building height between the project and the existing residential neighborhood to the south which consists primarily of single story homes.

In response to Mr. Jaime's request and recommendations, the project applicant, Dave Snow of SZ Downtown Partners, met with Mr. Jaime to further discuss his concerns. Mr. Snow considered the possibility of reducing the height of the corner units. However, he concluded that the project is unable to accommodate reduced heights as that would increase project costs while decreasing sales revenue and marketability of the units, particularly if the garages are eliminated as proposed by Mr. Jaime.

Staff recommends that the City Council deny the appeal based on the project's conformity with and furtherance of the 2035 General Plan and the Woodland Downtown Specific Plan goals, policies, and development standards as outlined in the remainder of this report. The project's height at its maximum peak would be 37 feet, which is well below the allowed 65 foot height limit in the Downtown Specific Plan. The 2035 General Plan encourages new development of two to six-stories in height within the Downtown Mixed-Use (DX) land use designation, in which this project is located. Single story buildings are strongly discouraged by the General Plan. Staff worked with the project applicant to set the units located at the immediate corner of Third and Lincoln back from the sidewalk to allow additional room for landscaping and trees, which will eventually grow to soften and screen the corner units.

Prior to and during the March 1, Planning Commission Public Hearing, other property owners and residents within

close proximity to the project expressed additional concerns with the proposal as documented later in this report (see staff's "Response" to "Argument" #3). **Attachment 9** to the report includes letters and emails received from the public prior to the Planning Commission Public Hearing.

Background:

Project Location and Description - On January 2, 2018, project applicant, Dave Snow, submitted Planning Application PLNG-18-00006 for a proposed 14-unit, residential infill development project located at the northeast corner of 447-451 Third Street (see **Attachments 3-6**). This site is located in Area D, a "Mixed Use District," of the Downtown Specific Plan Area.

The residential units are planned as "for-sale," market-rate units. Each unit will have a single car garage on the lower level (first floor); with levels 2 and 3 consisting of residential living space.

The request includes a 14-lot Tentative Subdivision Map to allow for individual ownership of each unit.

An existing approximately 5,000 square foot warehouse/light industrial building, constructed in or around 1975, located on site will be demolished prior to construction of the proposed units. The building is currently unoccupied but formerly housed a tortilla making business and a motorcycle retail/repair shop.

Discussion:

Nature of Appeal:

Mr. Jaime filed a Notice of Appeal of the Planning Commission's March 1, 2018 decision by submitting a letter dated March 12, 2018 and received by the City on March 13, 2018. Mr. Jamie states that his appeal was filed in accordance with Section 25-27-50 of the Zoning Ordinance, which relates to conditional use permits and allows for a fourteen-day appeal period. His appeal should have been filed pursuant to Section 21-6-2, governing appeals of tentative maps, which requires an appeal to be filed within ten days. His appeal could, therefore, have been deemed untimely. However, due to the closeness in time and the fact that he appeared to believe he was within the applicable timeframe, staff has processed his appeal.

Included with Mr. Jamie's appeal are various exhibits that visually show his proposed modifications to the project (see **Attachment 2**). His appeal letter raises four primary issues, each of which is discussed below.

1. **Height Reduction**. Mr. Jaime argues that reducing the height of the project would provide a buffer between the existing residential neighborhood to the south and the more intense development envisioned to the north, closer to Main Street. He contends that reducing the height of the units may be more appealing to immediate neighbors and potential buyers and would reduce the developer's project costs. He proposes the height be reduced to two stories for either the entire project, for the units at the immediate corner of Third Street and Lincoln Avenue (southwest corner of the project site), or for all four units along Lincoln Avenue.

- Mr. Jaime additionally states that the 2035 General Plan discusses the buffer area between Main Street and Lincoln Avenue and "dropping a three-story building at the corner of Third Street and Lincoln Avenue will eliminate the buffer area for most of us on Third Street, and part of the Neighborhood Preservation Zone."

- In reviewing the proposed height of the project, staff considered the development regulations outlined in the Downtown Specific Plan, the residential infill objectives and policies established in the 2035 General Plan, and the context in which the proposed project is located. The proposed three-story project meets the development standards and design guidelines set forth in the General Plan and the Downtown Specific Plan. At 37 feet at its tallest peak, the project is well under the maximum allowed 65 foot height limit otherwise allowed within Area D of the Downtown Specific Plan. Area D is referred to as the Mixed Use District and is the areas on the north

side of Lincoln Avenue. It includes a diverse mix of land uses, including industrial, office, residential, and institutional uses. A map of the Downtown Specific Plan and the Areas is attached to this staff report for reference.

While taller than existing buildings in the immediate proximity of the site, City staff's opinion is that the proposed three-story project would be appropriate for the neighborhood and area given its location in the downtown. Staff's conclusion is in part based on the proposed building setback from the sidewalks along Third Street and Lincoln Avenue as the setback will allow for additional landscaping and trees. The project applicant proposes to plant trees around the entire periphery of the site to provide shade canopy as well as to help soften and "screen" the buildings along the street front.

Further, "Area C" of the Downtown Specific Plan located south of Lincoln Avenue (south of the project site) is specifically identified as the "Transition District" between the residential neighborhoods and the main portion of Downtown with a maximum height limit of 40 feet. Thus, the proposed project, located to the north and outside of the Transition District, at a height of 37 feet, would still be under the 40 foot height limitation for this Transition Area leading up to the proposed project.

The units are proposed at three stories in height to provide each unit with a secure single car garage on the ground level and marketable 1,140 and 1,350 square foot, two-level living spaces above the garage. To achieve the desired residential densities within the Downtown necessary to support downtown businesses while still providing both a return on investment for the applicant and on-site parking, three-story residential units will likely be the minimum story height necessary to make these projects financially feasible. The applicant considered the possibility of reducing the height of the corner unit and has informed City staff that the project would increase project costs while decreasing sales revenue and marketability of the units, particularly if the garages are eliminated from the ground floor.

2. Compatibility with Existing City Planning Documents. Mr. Jaime states that approval of the project is not consistent with the requirements and guidelines as set forth in the General Plan, the Downtown Specific Plan, and the Community Design Standards and that the project "goes against what the General Plan stands for." Mr. Jaime further states that "the developer is being given many exemptions, that he is not even specifying where the centralized collection site will be for the garages and recycle totes."

- City staff evaluated the proposed Tentative Subdivision Map and residential development project against the goals and policies of the 2035 General Plan, the objectives and vision established in the General Plan's "Downtown Mixed Use" land use designation, and the Downtown Specific Plan Design Guidelines and Development Standards. The proposed project meets all development standards outlined in the General Plan and Downtown Specific Plan including land use, density, floor area ratio, height, setback, parking, and lot coverage standards.

The applicant is not requesting, nor is the project being granted, design or development exemptions. The project meets the *minimum* intensity required by the General Plan as measured by "floor area ratio," and at 37 feet in height at its tallest point, falls well under the maximum height allowance of 65 feet in the Downtown Specific Plan.

The 2035 General Plan establishes a vision for the Downtown Mixed Use designation as a vibrant city center with a diverse mix of offices, housing, theaters, retail stores, professional services, and restaurants that serve residents, employees, and night-time entertainment populations. General Plan Land Use Policy 2.A.6, *Infill Development*, encourages infill and redevelopment of underutilized sites in existing urbanized areas to enhance community character; promote pedestrian and bicycle-friendly neighborhoods, increase housing diversity, ensure integrity of historic districts, optimize city investment in infrastructure, support increased transit use, and enhance

economic vitality.

General Plan Housing Policies 9.A.9 and 9.D.2 similarly promote infill development and densification where possible. Policy 9.A.9, *Infill Housing Development*, states that the “City shall continue to promote infill housing development in appropriate locations; and Policy 9.D.2, *Infill, Adaptive Reuse, and Mixed Use*, states that the “City shall promote infill development, adaptive reuse, and mixed-uses in new development, and densification where possible.”

The proposed 14-unit residential project meets these policy objectives by redeveloping an underutilized parcel within the Downtown Mixed Use designation; an area anticipated to grow by 1,000 new residential units over the life of the 2035 General Plan. It is City staff’s opinion that the project would provide “missing middle” housing by offering a more affordable price to potential homebuyers than is otherwise currently available in the City of Woodland. The proposed units would each have a small per unit footprint and floorplan than other housing units on the market, and the unit type would be ideal for Downtown infill. The project applicant seeks to attract owners such as working professional and empty nesters who want to live in a walkable urban environment. While the units are not income restricted, the applicant hopes to sell the units at a price that is affordable to first time homebuyers by keeping the units compact and efficient.

The proposed project is required to provide a minimum of one on-site parking space per residential unit. The project meets this requirement, providing one single car garage per unit. In response to neighborhood concerns, the applicant has identified six (6) additional, dedicated on-site spaces for short term visitors. Additional off-site public parking is available immediately adjacent to the project site on Third Street and Lincoln Avenue.

The project is designed to encourage and reflect a home-ownership lifestyle and as such, each unit would have its own trash toter and would not share a large dumpster. Large dumpsters, common in rental apartment where trash collection costs are included in the rent, take up space on-site that can otherwise be used for landscaping parking and can quickly become foul smelling and result in litter and debris around the site. For a for-sale project of this scale, an onsite dumpster is not appropriate. Staff and the applicant will work with Waste Management and the City’s traffic engineers as necessary to identify the best location for trash pick-up.

3. Lack of Outreach. Mr. Jaime states that the neighbors of the project were not used as “sounding boards” for the project, and consultation was required under the Woodland Community Design Standards. Mr. Jamie also claims that the City had “committed to” the project prior to receiving input from the community and that staff effectively approved, or was very supportive of, the project.

-
It is unclear why Mr. Jamie believes that the neighbors were not consulted. Although no City document required a neighborhood meeting, the City held a neighborhood meeting on February 12, 2018. Approximately 24 residents primarily from the adjacent neighborhood attended the meeting. As summarized in the Planning Commission staff report, the meeting was intended to allow residents an opportunity to learn more about the project and to act as a “sounding board” prior to the Planning Commission Public Hearing. Attendees asked questions and expressed concerns and/or support for the project. A few common concerns were expressed during the meeting and subsequently addressed by staff, as summarized below (excerpts taken from the Planning Commission staff report):

Traffic - A number of residents expressed significant concern with the traffic speeds and volume of cars traveling down Third Street, particularly south of Lincoln. This is a long standing and ongoing concern as Third Street is one of the few north-south roadways connecting Main Street all the way to Gibson Road. Staff will continue to collaborate with members of the Traffic Safety Committee to address excessive vehicle speed on Third Street. However, the proposed project is not anticipated to add significantly to the traffic volume along Third Street or Lincoln Avenue. Any street parking along Third Street from guests visiting the project may help calm traffic along

Third Street by virtue of the "friction" generated by on-street parking, which is proven to slow traffic speeds. However, it is recognized that this particular street is challenging as it is a default "connector" for individuals traveling south to Gibson; so additional calming measures should be considered.

Parking - In addition to traffic concerns, residents, particularly those residing south of Lincoln Avenue on Third Street, expressed concern with the number of cars currently parking on the street. The cars parked in front of their homes makes it difficult to pull trash to the curb, to move vehicles prior to street cleaning, to find their own on-street parking in front of their residence, and to provide for guest parking. It does appear that vehicles parked on the street belong to Third Street residents and guests of existing residents, as several homes south of Lincoln Avenue have limited to no on-site parking. If excessive street parking results from the project's occupants and visitors, a resident neighborhood parking permit from Lincoln south along Third Street may be considered since the Project occupants would otherwise be allowed to park along and north of Lincoln.

The proposed project includes one on-site and covered parking space per unit. The applicant will be marketing the units to young adults and "empty nesters" desiring to live in a more urban environment with amenities within walking distance and where the need for and reliance on two vehicles per household is reduced. However, in response to neighbor concerns, staff worked with the applicant to identify additional areas for on-site parking for both residents and limited term guests if/when adjacent on-street parking is unavailable. The applicant has provided for six additional on-site spaces to meet this purpose.

Ownership - Staff has received questions and concern from nearby residents regarding eventual ownership status of each unit. Some neighbors have expressed concern about the number of rental properties in the immediate vicinity of the project. This project includes all market-rate, for-sale units. Each unit is intended to be individually owned; however there is no exclusion prohibiting an owner from renting his/her unit over time.

Design - During the neighborhood meeting, several attendees commented on the architectural style and design of the project. Several felt strongly that the project design should better reflect the traditional and historical character of the existing homes in the vicinity, while others supported the more contemporary design of the project.

The applicant has taken these considerations into account. Additionally, staff has worked with the project applicant in suggesting ways to create a product that takes the existing context into account. Specifically, staff spent a substantial amount of time working with the project applicant to ensure that the design, form, and density of the project would be consistent with the adopted Downtown Specific Plan development standards and design guidelines as well as the vision and standards outlined in the 2035 General Plan for the downtown. These efforts may have actually made the project less desirable to the applicant as staff recommended context sensitive design rather than encouraging the applicant to design a project towards the upper limits of the adopted development standards. As stated above, the applicable development standards allow for unlimited residential density and significantly taller development than what the applicant proposed and the Planning Commission approved.

The Downtown Specific Plan requires high-quality design that is compatible with the historic quality of the community, while encouraging creativity and diversity. It does not require new development to resemble or replicate traditional/historic style architecture. Staff review of the proposed project focused on reinforcing the existing rhythm of downtown development patterns including proximity to the street, transparency through added windows and open style fencing, minimizing driveway entrances to enhance and improve the pedestrian experience, and by ensuring interesting massing and articulation of the buildings particularly along Third Street and Lincoln Avenue.

Mr. Jamie appears to argue that the project moved faster than others, with City staff's tacit approval. The City has been working with the project applicant for some time. City staff and the applicant completed an extensive

“pre-application” review of the project concept in September 2017. From then until January 2, 2018, the applicant and City staff engaged in numerous discussions regarding development fees, design issues, and other project plans. The applicant diligently and quickly responded to staff’s concerns and questions, which moved the process on faster than others. The project applicant formally submitted the project application to the City on January 2, 2018. City staff did not, and does not, have the authority to approve the project. The City held the neighborhood meeting on February 12, and the Planning Commission considered and approved the application on March 1, 2018 following a duly noticed public hearing.

4. Subdivision of Lots. Mr. Jaime expresses some concern with a possible “legal issue in separating the lots to sell.”

It is unclear what specific legal issue Mr. Jamie is concerned about. The property on which the project would be located is currently comprised of two parcels of 0.32 and 0.14 acres each. The proposed Tentative Subdivision Map would subdivide these two parcels into 14 parcels, each measuring between 1,200 to 1,943 square feet. The proposed subdivision would allow the project applicant to sell the individual residential units to separate homebuyers. This process of subdividing the property via a tentative map and final map upon the fulfillment of certain conditions is consistent with the Subdivision Map Act and the City’s Subdivision Ordinance. As provided for in Section 21-3-1 of the Municipal Code, “...a tentative map and a final map shall be required for all subdivisions creating five or more lots or parcels...[Section 21-3-5] All proposed lots or parcels shall have the minimum width, length and area required by City zoning regulations.” The Planning Commission approved the proposed Tentative Map and imposed various conditions of approval on the map (Exhibit C to Planning Commission Resolution).

The Downtown Specific Plan does not include a minimum lot size. The proposed building envelopes meet all applicable setback requirements. Shared reciprocal access and utility easements shall be recorded to ensure accessibility to all lots and utility repair/maintenance as needed. It is, thus, unclear which specific issue Mr. Jamie is concerned about concerning the subdivision of this property.

Commission/Committee Recommendation:

At its March 1, 2018 meeting, the City of Woodland Planning Commission unanimously approved the project on a vote of 5-0, with two members absent. The Planning Commission was highly supportive of the project reiterating the need for high quality, affordable housing in Woodland (see **Attachment 10**, Planning Commission Resolution; **Attachment 11**, Planning Commission Staff Report).

Conclusion:

Staff recommends that the City Council:

1. Conduct a public hearing; and
2. Adopt Resolution No. _____ (**Attachment 1**), Denying the Appeal of the Planning Commission's March 1, 2018 Decision to Approve Planning Application PLNG-18-00006, a 14-lot Tentative Subdivision Map (Map No. 5141), and Site Plan and Design Review for a 14-unit, Residential Development Proposal at 447 and 451 Third Street in the Downtown Specific Plan, District D.

Prepared By: Erika Bumgardner, Senior Planner

Reviewed By: Cindy Norris, Principal Planner



ATTACHMENTS:

Description	Upload Date	Type
City Council Resolution	3/26/2018	Resolution
Notice of Appeal	3/26/2018	Exhibit
Tentative Subdivision Map No 5141	2/22/2018	Map
Site Plan, Elevations, Floor Plans	2/22/2018	Exhibit
Project Rendering 1	2/22/2018	Exhibit
Project Rendering 2	2/22/2018	Exhibit
Project Rendering 3	2/22/2018	Exhibit
General Application	2/22/2018	Backup Material
Public Comment	3/26/2018	Backup Material
Planning Commission Resolution and Project Conditions of Approval	3/26/2018	Backup Material
Planning Commission Staff Report	3/28/2018	Backup Material
Downtown Districts Map	3/29/2018	Map

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
DENYING THE APPEAL OF THE PLANNING COMMISSION'S MARCH
1, 2018 DECISION TO APPROVE PLANNING APPLICATION PLNG-18-
00006 FOR A PROPOSED 14 LOT TENTATIVE SUBDIVISION MAP AND
A 14-UNIT, RESIDENTIAL INFILL DEVELOPMENT PROJECT
LOCATED AT 447 AND 451 THIRD STREET**

(APN 006-571-011 AND 006-571-012)

WHEREAS, SZ Downtown Partners submitted a project application for a tentative subdivision map, site plan, and design review for a 14 unit residential infill development project located at 447-451 Third Street in the City of Woodland; and

WHEREAS, Tentative Subdivision Map No. 5141 would subdivide two existing 0.32 and 0.14 acre parcels into 14 separate parcels measuring between 1,200 and 1,943 square feet, with the average parcel being 1,442 square feet, and each parcel would have a three-story residential unit on it; and

WHEREAS, the proposed project is within Area D of the Downtown Specific Plan and is subject to the policies and requirements in both the Downtown Specific Plan and the City of Woodland General Plan; and

WHEREAS, on March 1, 2018, the Planning Commission of the City of Woodland ("Planning Commission") held a duly noticed public hearing to consider Planning Application PLNG-18-00006 for Tentative Subdivision Map No. 5141 as well as the Site Plan and Design Review of the proposed project; and

WHEREAS, all persons wishing to testify in connection with Planning Application PLNG-18-00006 were heard at the March 1, 2018 Planning Commission meeting, and the Planning Commission comprehensively reviewed all relevant information contained in the record; and

WHEREAS, at the conclusion of the Planning Commission's public hearing, the Planning Commission voted, by a vote of five to zero (two members absent), to approve Planning Application PLNG-18-00006; and

WHEREAS, the Planning Commission determined that the proposed project, as conditioned, is consistent with the City of Woodland General Plan and meets all regulatory requirements of the City's Zoning Ordinance and Downtown Specific Plan; and

WHEREAS, the Planning Commission further found that the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Code and satisfies all minimum

WHEREAS, the Planning Commission also determined that pursuant to the California Environmental Quality Act ("CEQA"), the proposed project is exempt from the requirements of CEQA because it is not considered a "Project" as described in section 15378 of the CEQA Guidelines since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The proposed project itself is also exempt from CEQA review per CEQA regulation (Title 14 of the California Code of Regulations) 15332. Regulation 15332 applies to infill development projects on less than five acres that will not have a significant effect on the environment; and

WHEREAS, the City received on March 13, 2018 a Notice of Appeal filed by Arthur P. Jamie, appealing the Planning Commission's March 1, 2018 approval; and

WHEREAS, Mr. Jamie's residence is located in close proximity to the proposed project, and he raises concerns about (among other things) the proposed height of the project as well as the impact the project would have on downtown Woodland; and

WHEREAS, the City published a notice of public hearing for the consideration of the appeal by the City Council on April 3, 2018 and on April 3, 2018 the City Council of the City of Woodland ("City Council") held a duly noticed public hearing at the which all persons wishing to testify in connection with the appeal of the Planning Commission decision had the opportunity to be, and were heard, and all other relevant information contained in the record was comprehensively reviewed by the City Council; and

WHEREAS, after hearing all concerned and interested parties who wanted to speak about the proposed project and the appeal from the Planning Commission's decision, the City Council determined that the proposed project would not be detrimental to the community and would promote the goals and objectives of the General Plan and Downtown Specific Plan and also finds that all other legal prerequisites to the adoption of this Resolution have occurred.

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

1. After review of the record, including consideration of all written and oral evidence presented to the City Council and following the holding of a public hearing on the appeal from the Planning Commission's decision by Arthur Jaime, the City Council hereby concludes that:
 - a) The site is physically suitable for the proposed density of development. The site is of sufficient size and shape to allow the proposed density, and the parcel will be able to accommodate future development of residential uses given the shape and topography of the project site.
 - b) The design of the parcel or the proposed improvements will not create substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat and concurs with the Planning Commission that the proposed project would not

have a significant effect on the environment pursuant to the California Environmental Quality Act.

- c) The design of the proposed parcels will not cause serious public health problems and are not anticipated to have substantial negative impacts on project residents or occupants of the surrounding area. Rather, the proposed height and scale of the proposed project is consistent with the Downtown Specific Plan and is appropriate for the downtown, particularly the Mixed Use District.
 - d) The project is in substantial conformance with, and furthers the goals and policies of, the City of Woodland 2035 General Plan, the Zoning Ordinance and the City of Woodland Downtown Specific Plan.
- 2. The appeal of Mr. Jaime was untimely in that Section 21-6(d) required Mr. Jamie to file an appeal within ten (10) days of the Planning Commission's decision, but the City did not receive the appeal until March 13, 2018. Nevertheless, the City Council considered the appeal as Mr. Jamie appeared to be under the mistaken assumption that he had 14 days to file a timely appeal.
 - 3. The appeal of Mr. Jaime of the Planning Commission decision approving Planning Application PLNG-18-00006 for a 14-lot Tentative Subdivision Map and a 14-unit residential infill development project at 447 and 451 Third Street in District D of the City of Woodland Downtown Specific Plan Area is hereby denied.

PASSED AND ADOPTED by the City Council on this 3rd day of April, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

NOTICE OF APPEAL

To the Secretary of the Planning Commission of the City of Woodland:

I (we) wish to appeal the Planning Commission decision made on: 3-1-2018
regarding the (approval) (~~denial~~) of the RESEIDENTIAL PROJECT
for the project located at 447 AND 451 THIRD STREET, WOODLAND CA
in the "D" DISTRICT Zone, for the following reasons: _____

PLEASE SEE THE ATTACHED
12 PAGES.

Appeal is made in accordance with Section 25-27-50 of the Zoning Ordinance of the
City of Woodland and is accompanied by the filing fee of \$ 257.

Name(s) of person(s) filing Appeal: ARTHUR P. JAIME
Address: 516 THIRD STREET
City: WOODLAND, CALIFORNIA 95695
Phone: (916) 505-8282

Date Received 3/13/18

By: Jennifer Robinson

RECEIVED

MAR 13 2018

City Manager's Office

TO: COUNCIL MEMEBERS, CITY OF WOODLAND

FROM: ARTHUR JAIME
516 THIRD STREET
WOODLAND CA 95695

Please bear with my lengthy appeal, I am not a writer and especially not a public speaker, so I write down my thoughts and those of others. Hopefully it comes across as more than entertainment. Thanks.

On 3-1-2018 the Planning Commission met to have the Public Hearing to hear the pros and objections of the Residential Project Located at 447 and 451 Third Street, Woodland. The Commission voted and passed to build the 14 unit three-story project. I have submitted ideas to Community Development Department and the Planning Commission, in trying to preserve more of what the Historical Character/Small-Town Identity of Woodland is. Here I will bring forth the idea that I see goes along with the developers hope of who will be purchasers of said units. Also a Complaint and a Conclusion will follow. I say that the unhappy adjacent neighbors would be more pleased with this than just having all be three-story high units.

IDEA REWRITTEN, HOPEFULLY FOR A BETTER UNDERSTANDING:

I had mentioned before that two-story units would work if the density was not as concentrated; but going along with what the Developer and Community Development Department have been saying, that some buyers may not have a car or may have one car; I would take the 4 units at the South of the complex, adjacent to Lincoln Ave, and only provide a covered parking space in front of each of the units. Provide no garage level and therefore they would only be a two-story unit. Again, this would only apply to the 4 units adjacent to Lincoln Ave.

Building the two-story units with only a covered parking space in front of each of these 4 units should please more of the near-by neighbors.

(Attachment "P")

HAPPIER WOODLAND CITIZENS, DEVELOPER and CITY OF WOODLAND :

1. It would please the immediate and near-by neighbors because it would give "a little buffer", in seeing the two-stories high homes only at the immediate corner area, instead of three stories.
2. Some buyers may like a two-story home because they do not have a car, and the covered parking space at front would be there in case they had a visitor. There may be those that do have a car, but do not like the hassle of parking in a garage.
3. Some may not like the idea of climbing two flights of stairs to go to the bedroom to get into comfortable cloth after work, and then have to come back down to the second floor to the living area. Some would not like to go up a flight or two flights of stairs, depending on the option they purchased, just to go to the bathroom.
4. In this case the second floor becoming the first floor, would add more floor space to the living area, since there would not be a staircase.
5. The Developer may also like the idea, since he does not have to deal with building a garage level, it would save him time and money at those units.
6. All those that would benefit from the revenues or profits would still be happy:
 - The Community Development Department gets their \$10,000.00 for the permit,
 - The City of Woodland sends out more bills for their services, therefore more revenues,
 - The County of Yolo would get about \$50,000 in property taxes

- The developer still has 14 units and gets close to what he projected; hum?
\$1,500,000.00.
- 7. The buyers of the units at the center row of the complex, whose windows are facing towards the 4 units that would be two-stories high, would be able to look out their bedroom windows toward the South and see more of the neighborhood and appreciate that even more.

BUFFER AREA OR LITTLE BUFFER AREA:

The General Plan and the Community Development Department representation did mention the Buffer area being between the Main Street and Lincoln Avenue; The Main Street buildings being mostly two-story buildings and the buffer area being mostly one-story and just a few two-story buildings. Dropping a three-story building at the corner of Third St. and Lincoln Ave. will eliminate Buffer area for most of us on Third Street, and part of the Neighborhood Preservation Zone. So, the least that should be done is making the 4 units at the South of the complex two-stories high with a covered parking space – that would give us a “little buffer” area.

LEADING TO THE COMPLAINT:

THE GENERAL PLAN

The General Plan communicates the importance of the preservation of the Historical Character and of the Small-Town Identity. It also covers that the decision makers (Community Development Department and Planning Commission) should work with the Woodland Citizens. There is many references to this in the General Plan, The Community Design Standards and the Downtown Specific Plan; here I provide a few excerpts.

Following are some **excerpts**:

GENERAL PLAN

PAGE 1A 1-5

“Guiding Principles

1. Quality and Character: Retain and enhance Woodland’s quality of life, its distinctive identity and small-town characteristics.”

“Preserve Woodland’s unique small-town charm and quality of life by maintaining the city’s distinct urban edge and surrounding agricultural open space, promoting the Downtown and historic resources, and developing a variety of recreational, community and cultural facilities.”

“The General Plan aims to preserve and enhance the small-town identity of Woodland.”

COMMUNITY DESIGN STANDARDS:

Page 2

“Program 6.C.8 calls for preparation of historic neighborhood design guidelines and/or standards to help assure that new residential construction, additions, repairs, and remodels **preserve the historic nature of the structure and neighborhood** and prevent the intrusion of inappropriate architectural design.

Page 2

“The role of the community is to be a sounding board with regard to new development so that decision-makers remain in touch with the preferences of Woodland citizens.”

Page 3

“The Plan encourages the preservation and enhancement of the historic character of the downtown while providing for the expansion of economic opportunities, parking and streetscape improvements.”

Page 5

“...Design Standards cannot anticipate how the community’s expectations are likely to change over time as new design and construction techniques emerge and as tastes change. Thus, the Design Standards should be viewed as a “living document” that will evolve with the changing sentiments of the community.”

Page 29

Design Standards for Multi-Family Residential Development

“3. Design elements not allowed in multi-family developments:”

Page 30

#“5. Trash receptacles must be constructed to City standards and fully enclosed with durable materials that are architecturally compatible with the design of the buildings. Enclosures must be landscaped and screened: Trash enclosures to be conveniently located for collection and maintenance.”

DOWN TOWN SPECIFIC PLAN

Note that District D is the area where the three-story project is to go at.

Page 3-20 and 3-21

“3. Land Use and Development

Setting

“District D...”

“Opportunities

- Potential for historic preservation and rehabilitation of residences (i.e.,

Victorians)”

THE COMPLAINT:

The Community Development Dept. and the Planning Commission are not adhering to the Guidelines; based on all information and time lines of events, they did not use us, the neighbors as a sounding board to remain in touch with our preferences. Also, it appears they do not view the Community Design Standard as a “living document” that will evolve with the changing sentiments of the community. **They were working with the developer for the past year, (according to a member of the Planning Commission) and once they saw common ground which was more in favor of the developer, they gave him thumbs up; so the developer went and submitted the application for the building permit on 1-2-2018, then the property went to the developers company name on 1-4-2018. Oh (an after-thought), we need to have a Community Development Dept., NOTICE OF SPECIAL MEETING, to present and “DISCUSS” a proposed 14 unit, ... (held February 12, 2018)**

About 12 of the near-by neighbors came to the meeting opposing the idea of a three-story project. The concerns, were the skyline, we have a low-profile community, mostly one story and just a few two story buildings at this area, also an overflow in parking concern.

In the meeting we could see that the Community Development Dept. representation was all for the project in that they said that the developer would not proceed if he had to any pencil cut back.

Even at the Planning Commission, Public Hearing (held on March 1, 2018), We brought our Concerns which included the skyline, that of preferring a two-story project instead of a three-story, the parking issues and, also a concern of trash collection for the complex, since it would take up parking space if toters are taken to the street. We submitted ideas for a lesser density complex to include additional parking, ideas on having the two-story building with an adjacent garage. Also, our concern that the three-story project was going against the Historical Character of this community/area and against the Small-Town Identity, that we treasure, which is the low-profile skyline. We could see all of this was falling on deaf ears. One of the neighbors to the project felt like we were being experimented with. Like the project was being railroaded without real consideration or answers to the concerns we have.

A few of those that spoke up and were in favor of the three-story project planned, where the ones that would gain monetary benefits in one way or another, therefore the developer, the realtor, a hopeful appraiser for the units of the complex, the son of the developer, and, oh yes, the person that owns the Victorian, over at First and Lincoln Ave. The Victorian owner said he appreciates the architecture, since, I believe he is an architect, and Yes, he owns the exceptional three-story Victorian – a couple of blocks away.

Well it is kind of hard to back track and try to change something committed to, even though it does not go with the sentiments of the neighbors of the area, and, also goes against what the General Plan stands for. It is hard to tell the developer that the community prefers at most a two-story project, therefore cutting into his profits, since he would have to cut down on the number of units to make room for a garage or covered parking area adjacent to each of the units and stay with two-stories high.

The Developer is being given many exemptions, that he is not even specifying where the centralized collection site will be for the of garbage and recycle toters. Based on the diagrams and constriction of space, the only place would be at the street; based on the number of toters and spacing required by Waste Management, that will take up about 6 or more parking spaces the night before and the day of collection each week.

The Neighbors of the area should have been brought in before they finalized there idea and committed, we would have been more of “being a sounding board with regard to new development” and the vendor not having been commitment to, would have been more flexible – even with less units he still would be making a profit, not as much of course, as he is dreaming of now.

LEGAL ISSUE- HUM?

While looking at public records, it came to my attention that there may be a legal issue in separating the lots to sell; I do not know if there would be an issue in further subdividing the lots. I only mention this in case it was not brought to the developer’s attention.

IN CONCLUSION:

It would be great if the CITY OF WOODLAND COUNCIL informed the developer and encouraged him to use the ‘idea” of the two-story units with a covered parking space in front of each of the units, referring

to the 4 units adjacent to Lincoln Avenue. It would show that the Woodland Citizens of the immediate area are involved in the decision making and planning, and not ignored. It would even be greater if the whole complex was done at two-stories with each unit having either an attached garage or covered parking space (of which options had been submitted before – attached “XX1” and “XX2”).

We see the “idea” as an improvement because, as I mentioned, there are those that prefer not to deal with a garage in one way or another.

Yes, the developer will have to make some modifications to the plan at the for the 4 units, but he will save monies in not having a garage level. As for the adjacent buffer area between Main St. and Lincoln Ave. at this area, 13 years have gone by with only one developer; we figure 2035 will come and go and the downtown parking issue will not be solved. How long has it been since the former Hoblit dealership lot at Main Street, between Third and Fourth Streets has been vacant?

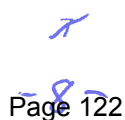
What ever happened to the Historical Lighting for the Neighborhood Preservation Zone that was proposed back in 1994? The Historical Preservation group as a group, need to be more involved in the decision making especially when it comes to plans that may change the Historical Character – Small town Identity of Woodland in the nearby areas of the core of City of Woodland.

A question that came to mind about the down-town area is; how many homes have the first bedrooms higher than the second story level? Maybe none, because what you see is mostly one and two-story homes. On main Street you only find about six buildings higher than two-stories, They are around the area of the Woodland Hotel and the one that towers at the North/West corner of Third and Main Streets.

The decision makers do not live in the immediate surrounding blocks to this project. Some of us that oppose the three-story project have lived in this area for over fifty years and even seen our parents, who lived here, pass on. Therefore, the sentiments for the area many not be as strong as those that do live in the area.

The reason for submitting some of the options that were submitted before (without the lengthy explanations), is so that it may be seen that we were willing to take the time to be a “sounding board” to maybe come up with a better idea for a reasonable in-fill for this community.

NINE-TWO-STORY UNITS WITH ATTACHED GARAGE



OPTION SUBMITTED FOR PUBLIC HEARING ON 3-1-2018

"ZZ-1"

ROUGH DRAFT OF PARKING AND GARBAGE/RECYCLE COLLECTION AT SOUTH/EAST

CORNER



OPTION SUBMITTED FOR PUBLIC HEARING ON 3-1-2018

"ZZZ"

ROUGH DRAFT OF PARKING AND GARAGE/RECYCLING COLLECTION AT SOUTH/EAST

DESIGNER

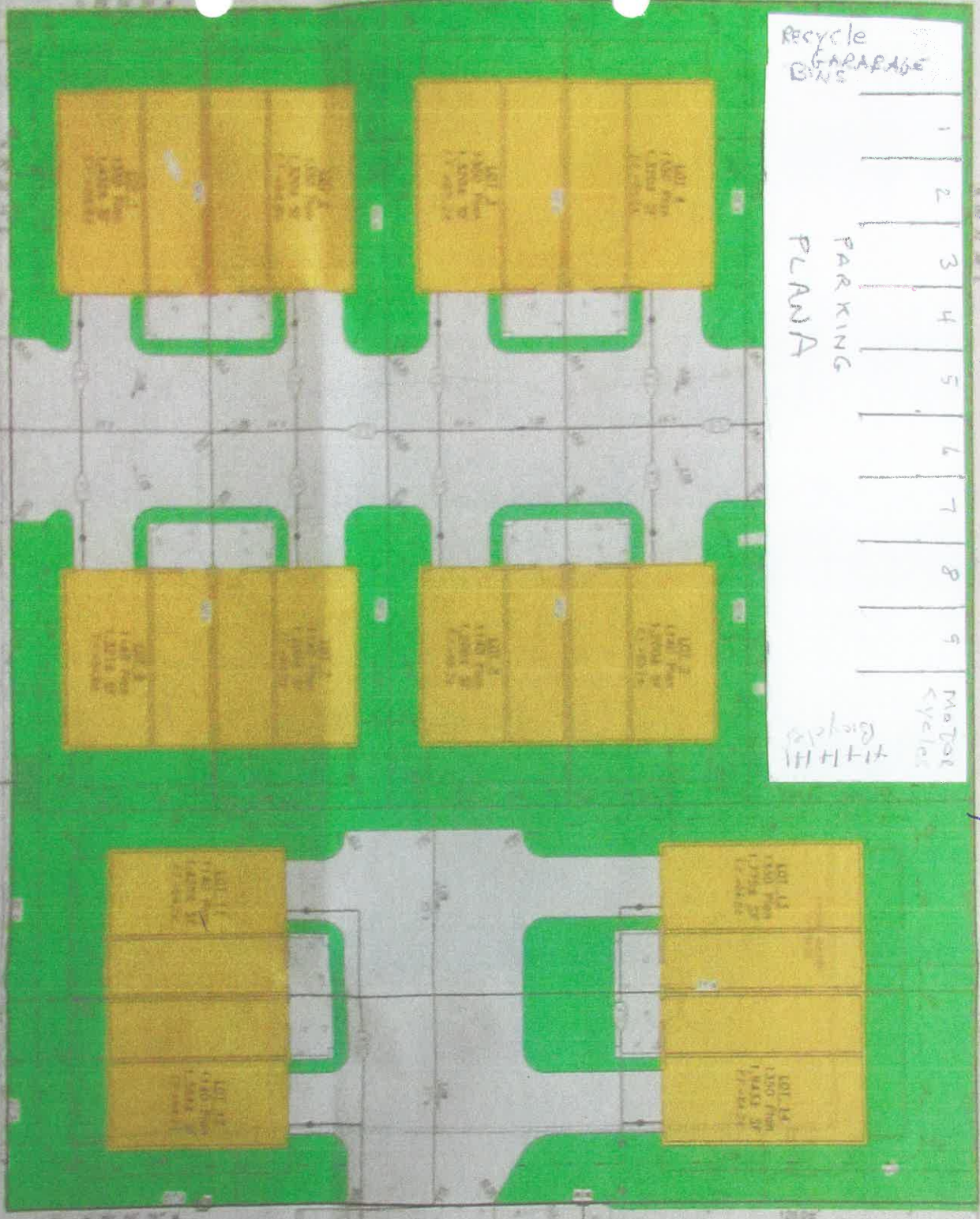


Options Submitted To Community Development on 2-11-2018

Recycle	
GAPARAGE	
BINS	
1	
2	
3	
4	
5	
6	
7	
8	
9	

PARKING PLAN A

Motorcycles
Bicycles
H H H H H



3rd STREET

LINCOLN STREET 02/14/2018

447 and 451 THIRD STREET, WOODLAND CA 95695 - 14 UNITS (MAYBE LESS) DEVELOPEMENT

PLAN A AND PLAN B, IDEAS TO CONSIDER: ALTHOUGH IT DOES NOT SOLVE ALL THE CONCERNS OF THE NEIGHBORS OF THE NEARBY HISTORICAL AREA – SUCH AS, HAVING SKYLINE TAKEN AWAY BY 3 STORY UNITS; **INFILL BY SO MANY UNITS IN SUCH A SMALL AREA**, AREA TO PROXIMATE TO HISTORICAL AREA. ALSO, WILL IT BRING THE SAME TO THE NEIGHBORING LOTS TO THE NORTH OF THE DEVELOPMENT.

PLAN A

Eliminate the two Units at the North East corner of the complex to develop 8 to 9 parking spaces, also yields an area for the recycle and garbage containers where the Waste Management truck pull into (pickup garbage and recycle) and may backup to easily get out of the complex. There could also be an area for motorcycles and bicycles. The developer will not have to build the two additional units; he may increase the cost on the remaining units by \$15,000.00 each and still get about the same profit.

Pros:

- The neighbor(s) at the North/East side of complex will appreciate not having immediate windows looking down into their yard.
- It will create parking for vehicles and a central area for garbage/recycle disposal, so that each unit does not have to take garbage cans to the street, which would take up parking spaces.
- The neighbors especially those along Third Street, would see the effort by the developer to solve some of the parking issue.

Cons:

Hum?

The Association would have to monitor that the parking areas are only for daily moving cars, or the spaces could be reserved for those units that request a space for a second identified automobile/vehicle, if so that they are vehicles that are not parked for more than 2 or 3 days in the space

PLAN B

Eliminate the two Units at the South West corner of the complex to develop about 8 parking spaces, also yields an area for the Waste Management truck to pickup the recycle and garbage from the bins and back up out of the complex. Maybe could also yield an area for bicycles (SAME AS LAST SENTENCE OF FIRST PARAGRAPH).

Pros:

- The neighbors, especially those along 3rd Street would appreciate not seeing a 3 story building immediately at the corner. Also see the effort by the developer to solve some of the parking issue.
- **The skyline of the 3 story units is at least further back than being predominant at the corner.**
- It will create parking for vehicles and a central area for garbage/recycle disposal, so that each unit does not have to take garbage cans to the street, which would take up parking spaces.

Cons: Same as in Plan A

By Arthur and Laurie Jaime 2-14-2018 (916)505-8282

FIRST UNIT IS TWO STORY, THEN THE THREE-STORY
IT GIVES A GRADUAC UP.



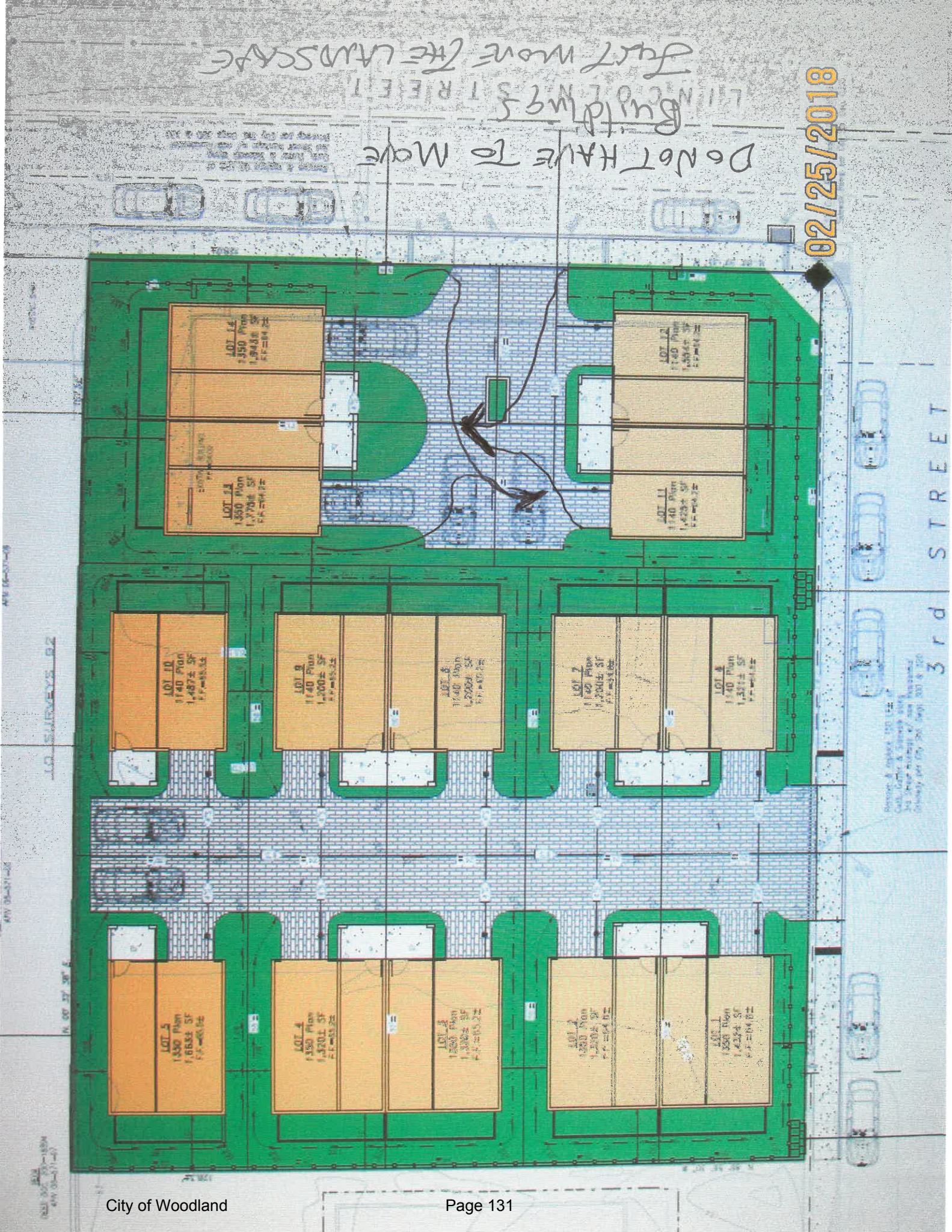
FIRST IS A TWO-STORY, THEN A THREE-STORY
IT GIVES IT A GRADUAL UP.







GARAGES



DO NOT HAVE TO MOVE

Buildings

Just move THE LANDSCAPE

02/25/2018

3rd STREET

TENTATIVE MAP No. 5141

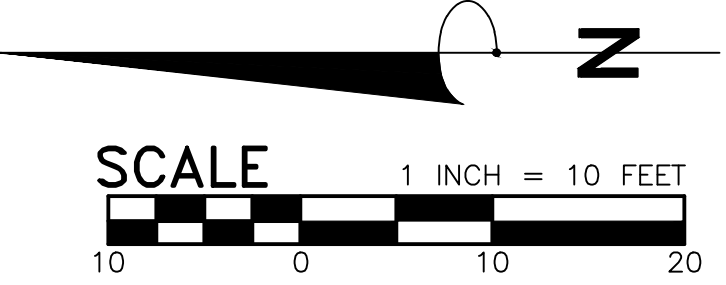
FOR
WOODLAND DOWNTOWN SUITES

A PORTION OF THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 10 NORTH, RANGE 2 EAST AND WITHIN THE
INCORPORATED CITY OF WOODLAND, COUNTY OF YOLO, CALIFORNIA.

A.P.N.: 06-571-11 & 12
JANUARY 2018

SHEET 1 OF 2 SHEETS

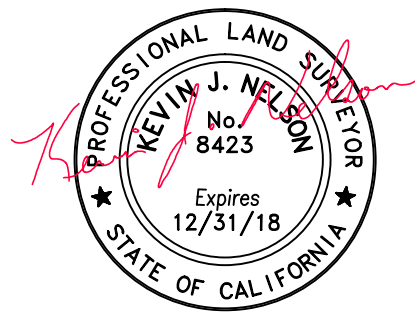
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18881 Wildflower Drive (530) 432-4818
Penn Valley, CA 95946 e-mail: kevin@nelsonengineer.com
Visit us online at: www.nelsonengineer.com



- LEGEND**
- 64 EXISTING MAJOR CONTOUR
 - 63.5 EXISTING MINOR CONTOUR
 - SOLID LINE EXISTING PROPERTY LINE
 - DASHED LINE PROPOSED PROPERTY LINE
 - Patterned Area PROPOSED CONCRETE AREA

PROPERTY OWNER/DEVELOPER:
DAVID SNOW, SZ DOWNTOWN PARTNERS
1310 WEST ST.
WOODLAND, CA 95695
(916) 804-1357
dave@dashhomes.net

CIVIL ENGINEER/SURVEYOR:
KEVIN J. NELSON, P.E., P.L.S.
NELSON ENGINEERING
18881 WILDFLOWER DRIVE
PENN VALLEY, CA 95946
(530) 432-4818
e-mail: kevin@nelsonengineer.com



ASSESSOR'S PARCEL NUMBER:
06-571-11 & 12

EXISTING ZONING:
CENTRAL BUSINESS DISTRICT (CBD)

SITE ADDRESS:
447 & 451 3RD STREET

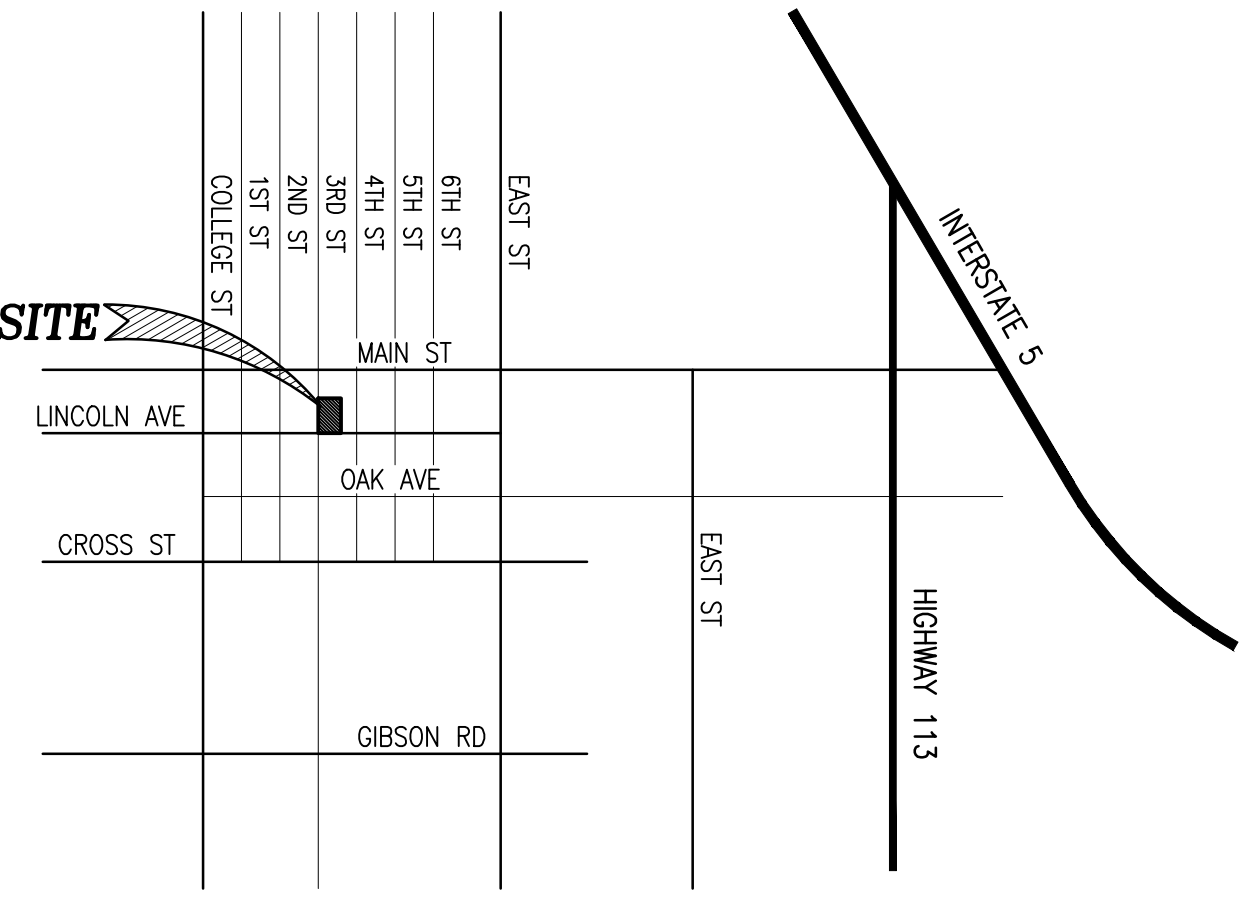
LAND AREA:
TOTAL AREA = 20,160± SF or 0.463± AC

FIRE PROTECTION:
WOODLAND FIRE DEPARTMENT

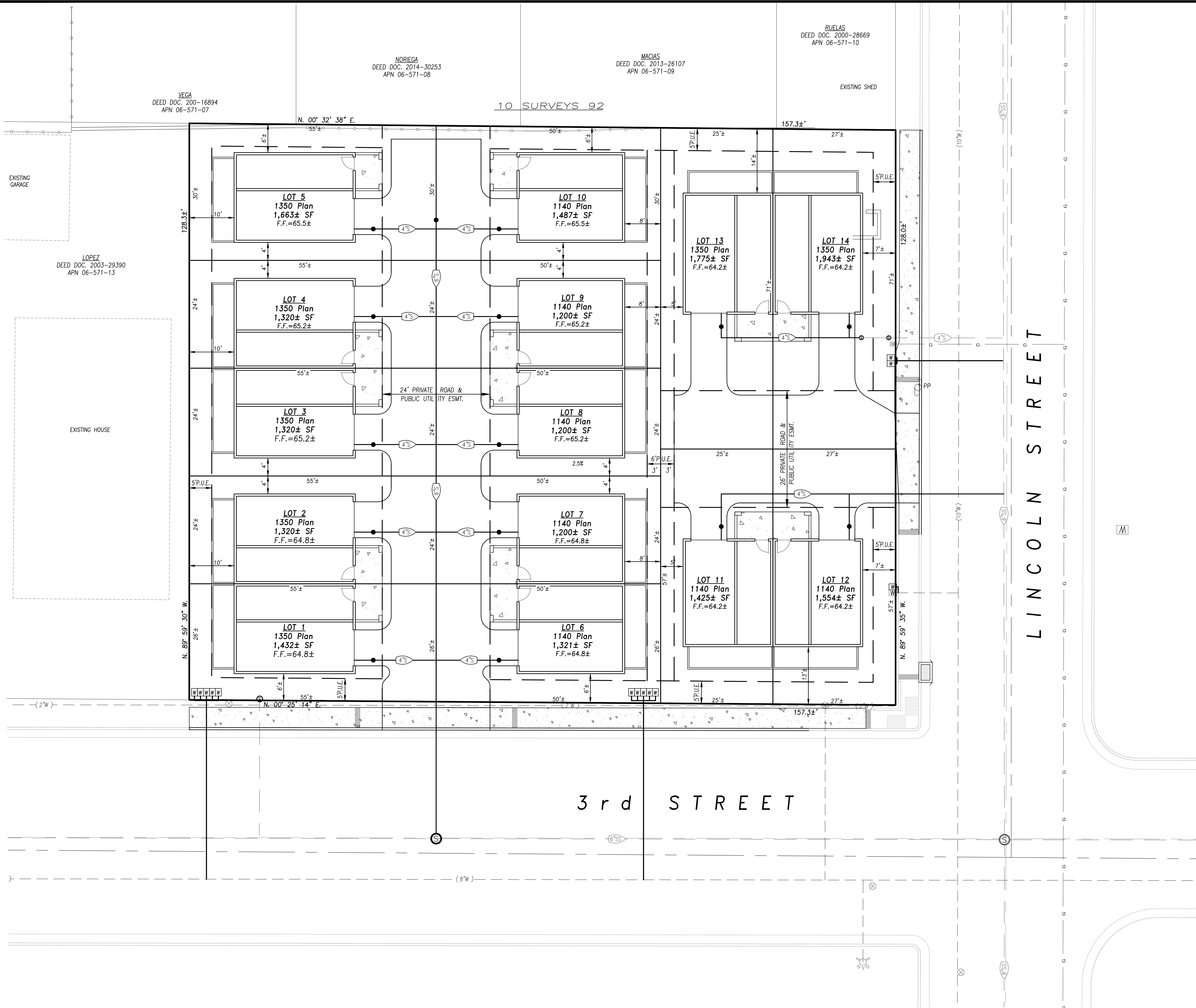
WATER:
CITY OF WOODLAND

SEWER DISPOSAL:
CITY OF WOODLAND

ELECTRICAL UTILITIES:
PACIFIC, GAS, & ELECTRIC



VICINITY MAP
NO SCALE



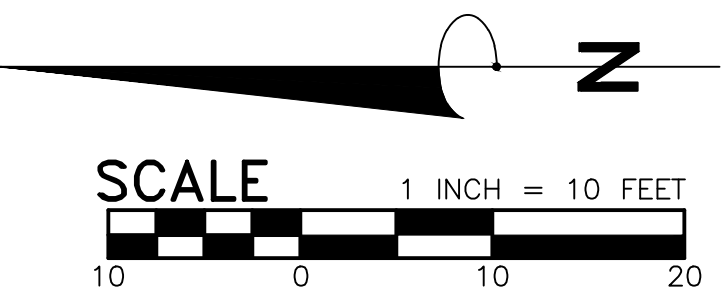
TENTATIVE MAP No. 5141

FOR
WOODLAND DOWNTOWN SUITES
A PORTION OF THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 10 NORTH, RANGE 2 EAST AND WITHIN THE
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A.P.N.: 06-571-11 & 12
JANUARY 2018

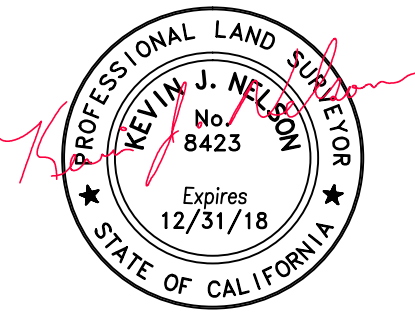
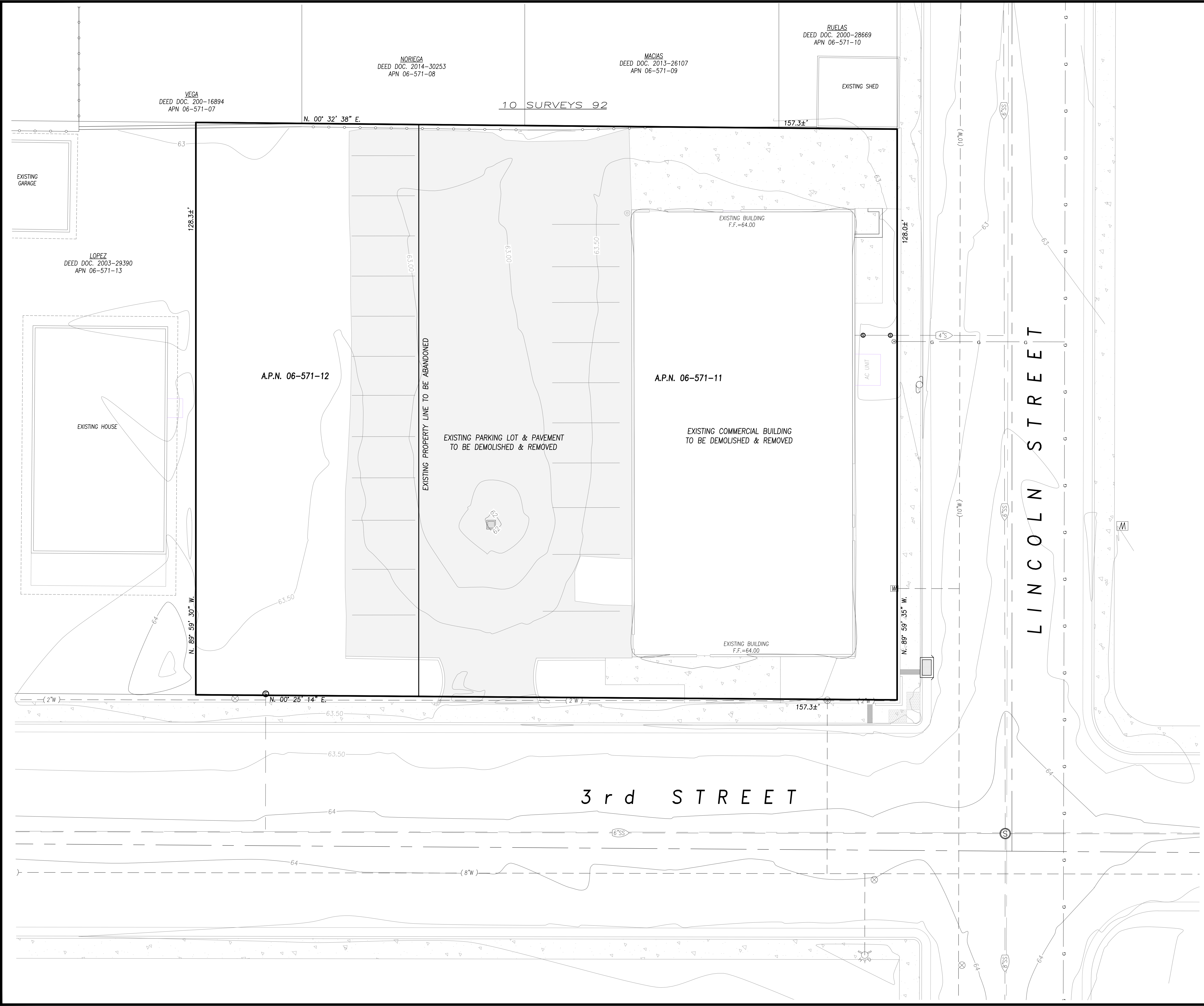
SHEET 2 OF 2 SHEETS

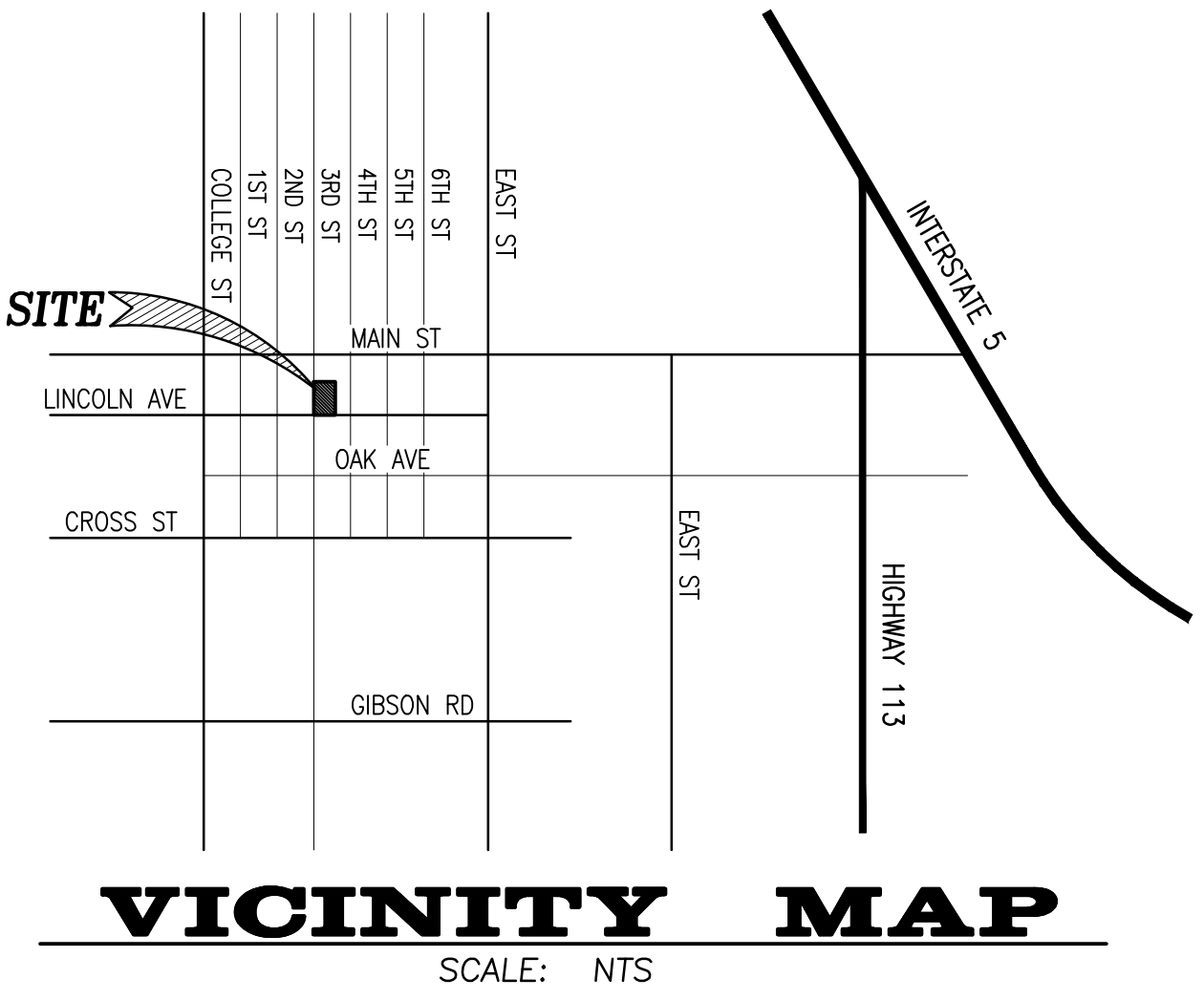
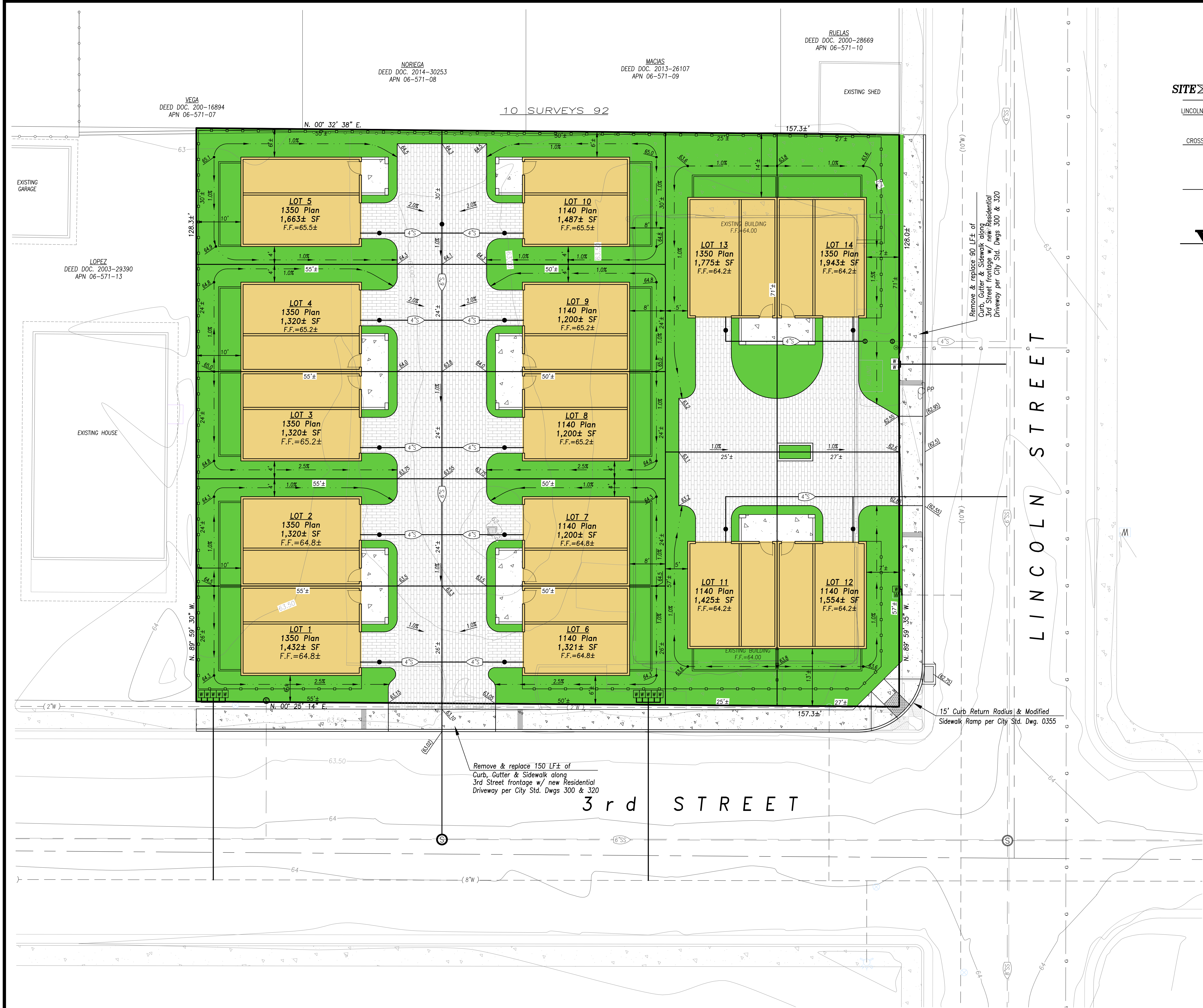
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Penn Valley, CA 95946 e-mail: kevin@nelsonengineer.com
Visit us online at: www.nelsonengineer.com



LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING CONCRETE AREA
- EXISTING PAVEMENT





- LEGEND**
- 64 EXISTING MAJOR CONTOUR
 - 63.5 EXISTING MINOR CONTOUR
 - EXISTING PROPERTY LINE
 - PROPOSED PROPERTY LINE
 - PROPOSED FENCE
 - PROPOSED PAVERS
 - PROPOSED BUILDING AREA
 - PROPOSED CONCRETE AREA
 - PROPOSED LANDSCAPE AREA
 - EXISTING PAVEMENT

PROPERTY OWNER/DEVELOPER:
DAVID SNOW, SZ DOWNTOWN PARTNERS
1310 WEST ST.
WOODLAND, CA 95695
(916) 804-1357
dave@dashomes.net

CIVIL ENGINEER/SURVEYOR:
KEVIN J. NELSON, P.E., P.L.S.
NELSON ENGINEERING
18881 WILDFLOWER DRIVE
PENN VALLEY, CA 95946
(530) 432-4818
e-mail: kevin@nelsonengineer.com

ASSESSOR'S PARCEL NUMBER:
06-571-11 & 12

EXISTING ZONING:
CENTRAL BUSINESS DISTRICT (CBD)

SITE ADDRESS:
447 & 451 3RD STREET

LAND AREA:
TOTAL AREA = 20,160± SF or 0.463± AC

FIRE PROTECTION:
WOODLAND FIRE DEPARTMENT

WATER:
CITY OF WOODLAND

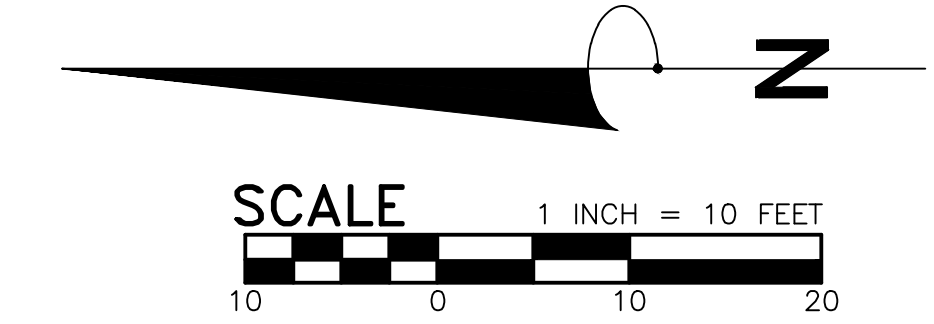
SEWER DISPOSAL:
CITY OF WOODLAND

ELECTRICAL UTILITIES:
PACIFIC, GAS, & ELECTRIC

SITE STATISTICS:

DESCRIPTION	Existing	
	SQUARE FOOTAGE	PERCENTAGE
BUILDING COVERAGE	5,012 s.f.	24.9%
ASPHALT AREA	7,550 s.f.	37.4%
CONCRETE, CURBS & WALKWAYS	1,600 s.f.	7.9%
LANDSCAPE AREA	5,998 s.f.	29.8%
TOTALS:	20,160 s.f.	100.0%

DESCRIPTION	Proposed	
	SQUARE FOOTAGE	PERCENTAGE
BUILDING COVERAGE	7,140 s.f.	35.4%
PAVERS AREA	4,860 s.f.	24.1%
CONCRETE, CURBS & WALKWAYS	715 s.f.	3.6%
LANDSCAPE AREA	7,445 s.f.	36.9%
TOTALS:	20,160 s.f.	100.0%



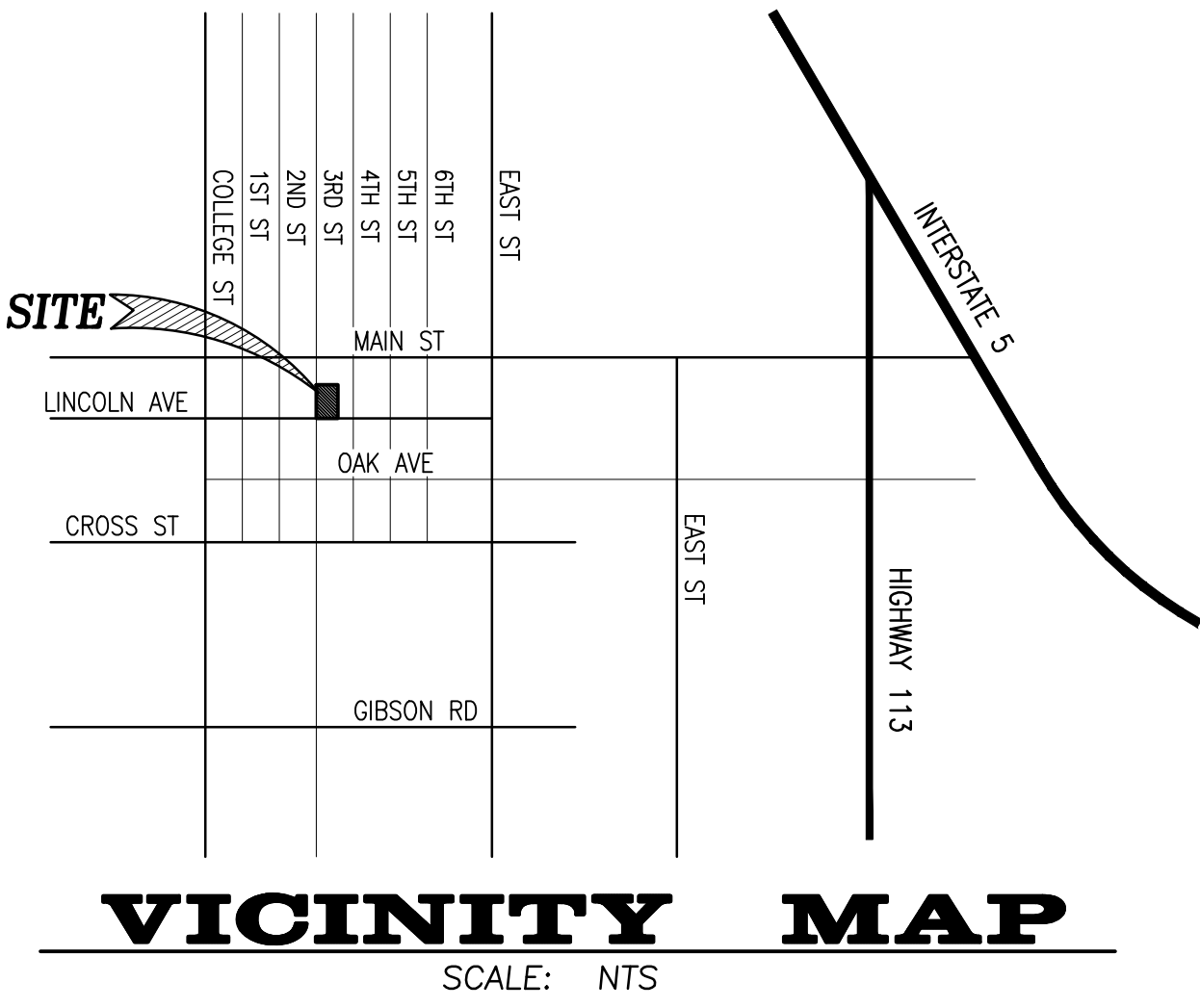
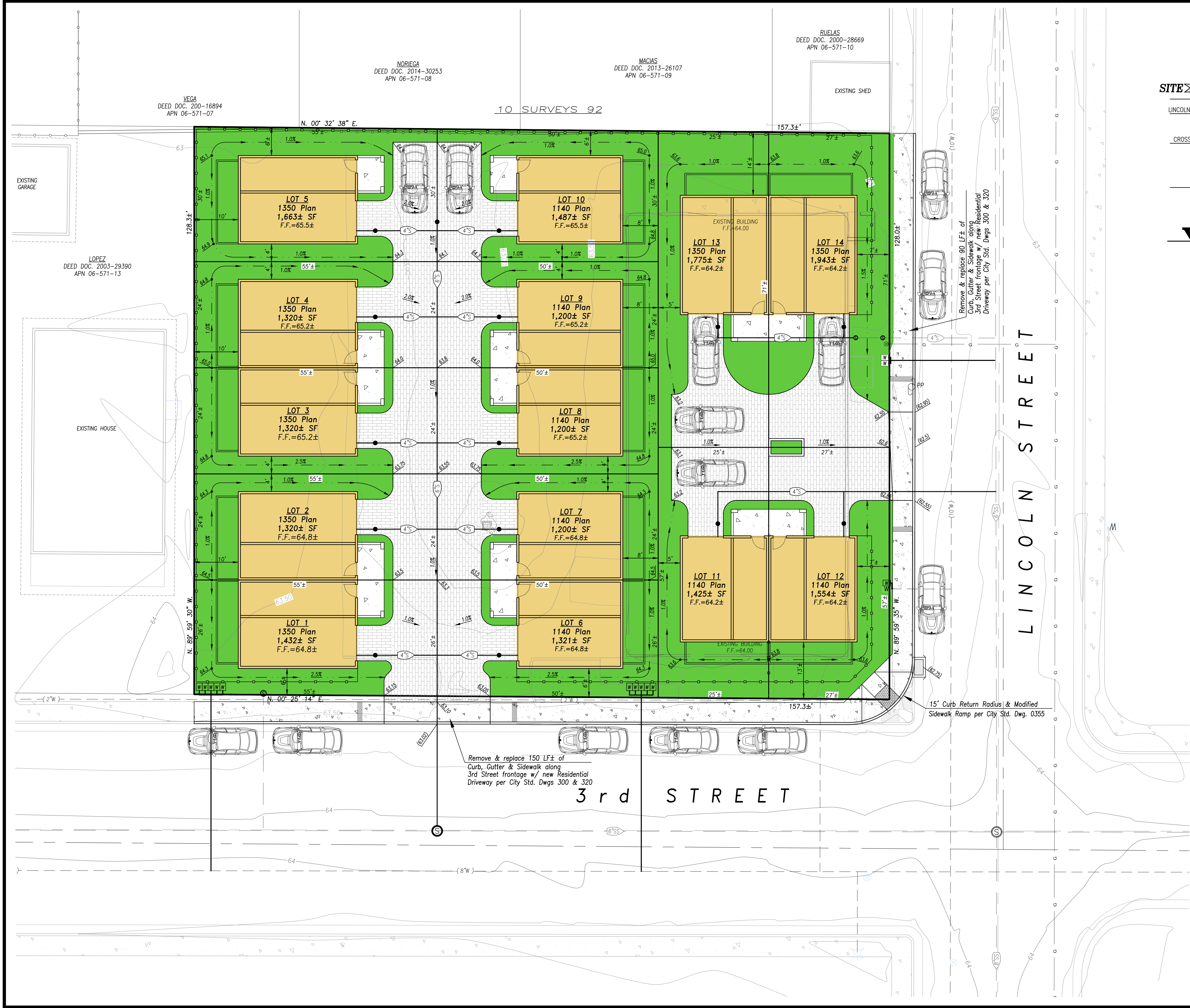
DESIGNED: KJN
DRAWN: KJN
CHECKED BY: KJN
DATE: February 20, 2018
PROJECT No.: 17-220
DWG. NAME: 17-220 Woodland Downtown Suites.dwg

NO. REVISIONS

SITE PLAN FOR:
WOODLAND DOWNTOWN SUITES
447 & 451 3rd STREET
A.P.N. 06-571-11 & 12
CITY OF WOODLAND
CALIFORNIA

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18881 Wildflower Drive
Penn Valley, CA 95946
(530) 432-4818
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1 OF 1



- LEGEND**
- 64 EXISTING MAJOR CONTOUR
 - 63.5 EXISTING MINOR CONTOUR
 - EXISTING PROPERTY LINE
 - PROPOSED PROPERTY LINE
 - PROPOSED FENCE
 - PROPOSED PAVERS
 - PROPOSED BUILDING AREA
 - PROPOSED CONCRETE AREA
 - PROPOSED LANDSCAPE AREA
 - EXISTING PAVEMENT

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ASSESSOR'S PARCEL NUMBER:
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SITE ADDRESS:
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CITY OF WOODLAND

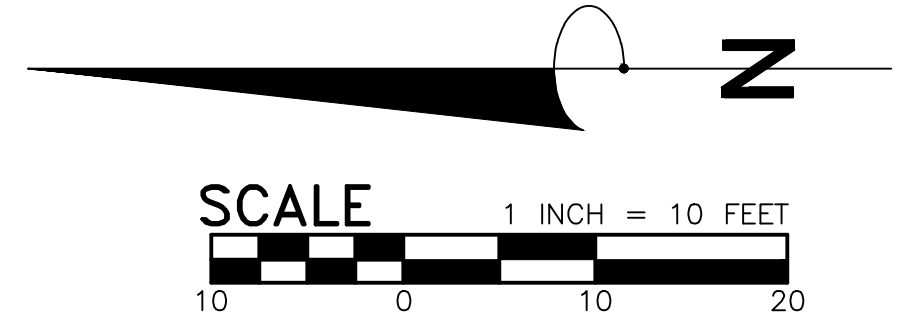
SEWER DISPOSAL:
CITY OF WOODLAND

ELECTRICAL UTILITIES:
PACIFIC, GAS, & ELECTRIC

SITE STATISTICS:

	Existing	SQUARE FOOTAGE	PERCENTAGE
BUILDING COVERAGE		5,012 s.f.	24.9%
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DESIGNED: KJN
DRAWN: KJN
CHECKED BY: KJN
DATE: February 20, 2018
PROJECT No.: 17-220
DWG. NAME: 17-220 Woodland Downtown Suites.dwg

NO. REVISIONS

SITE PLAN FOR:
WOODLAND DOWNTOWN SUITES
447 & 451 3RD STREET
A.P.N. 06-571-11 & 12
CITY OF WOODLAND
CALIFORNIA

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1 OF 1

TWO BEDROOM FLOOR PLAN

DOWNTOWN SUITES

451 + 447 THIRD STREET

WOODLAND, CA.

JOB	17-168
DATE	01/7/18
SCALE	AS NOTED
DRAWN BY	AK
APPR. BY	DSH
REVISIONS	DATE
	02/12/18

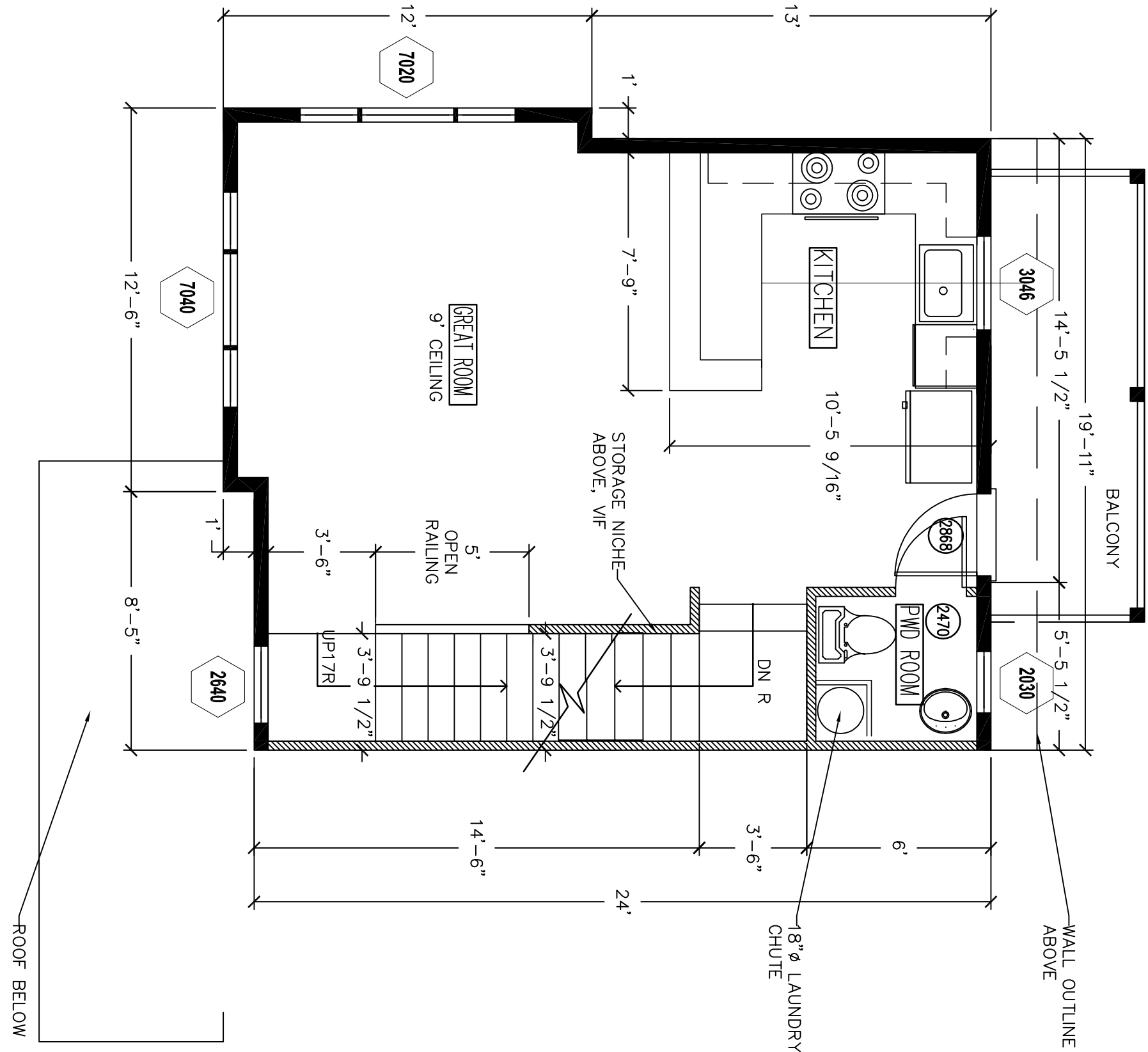
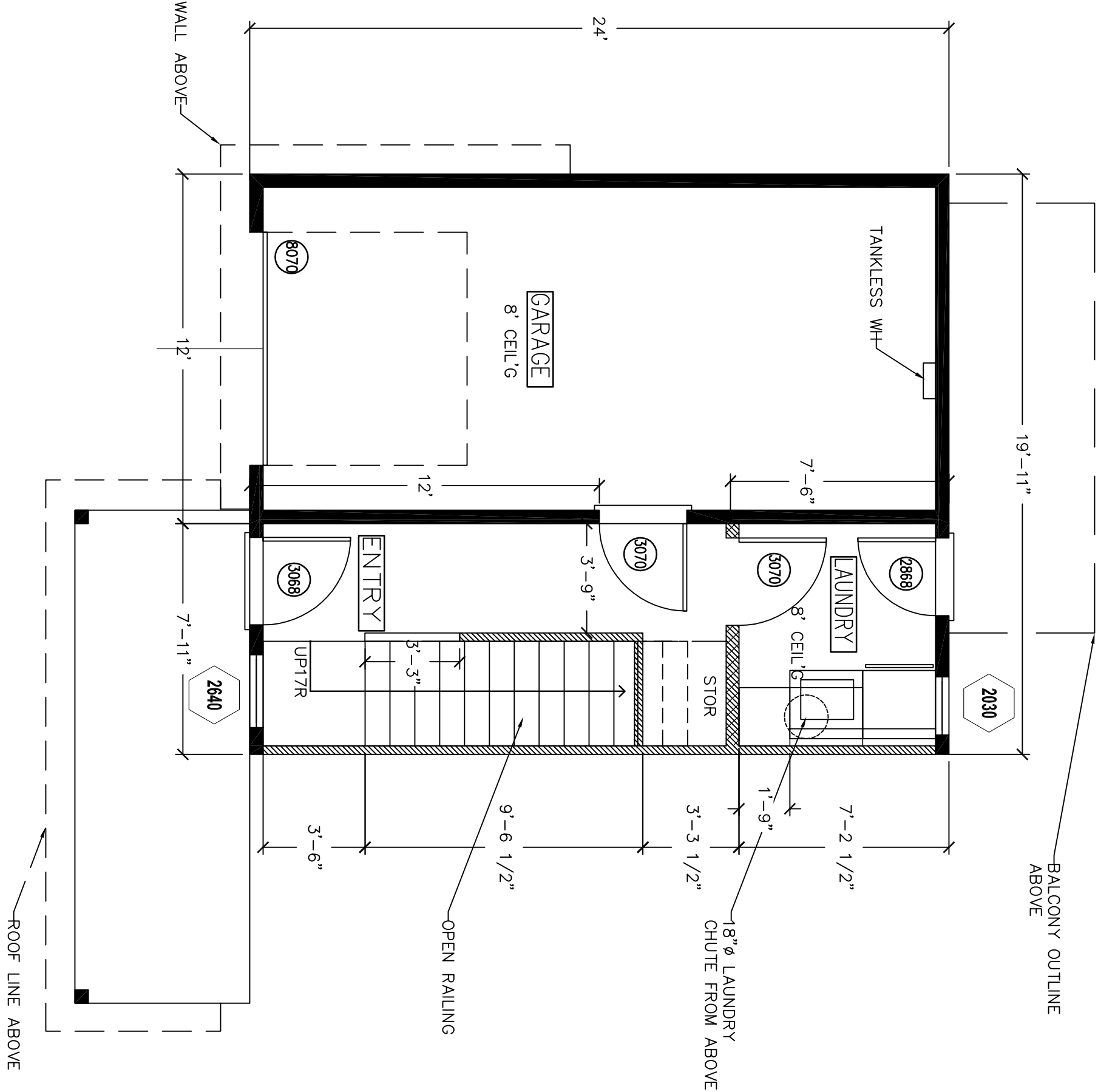
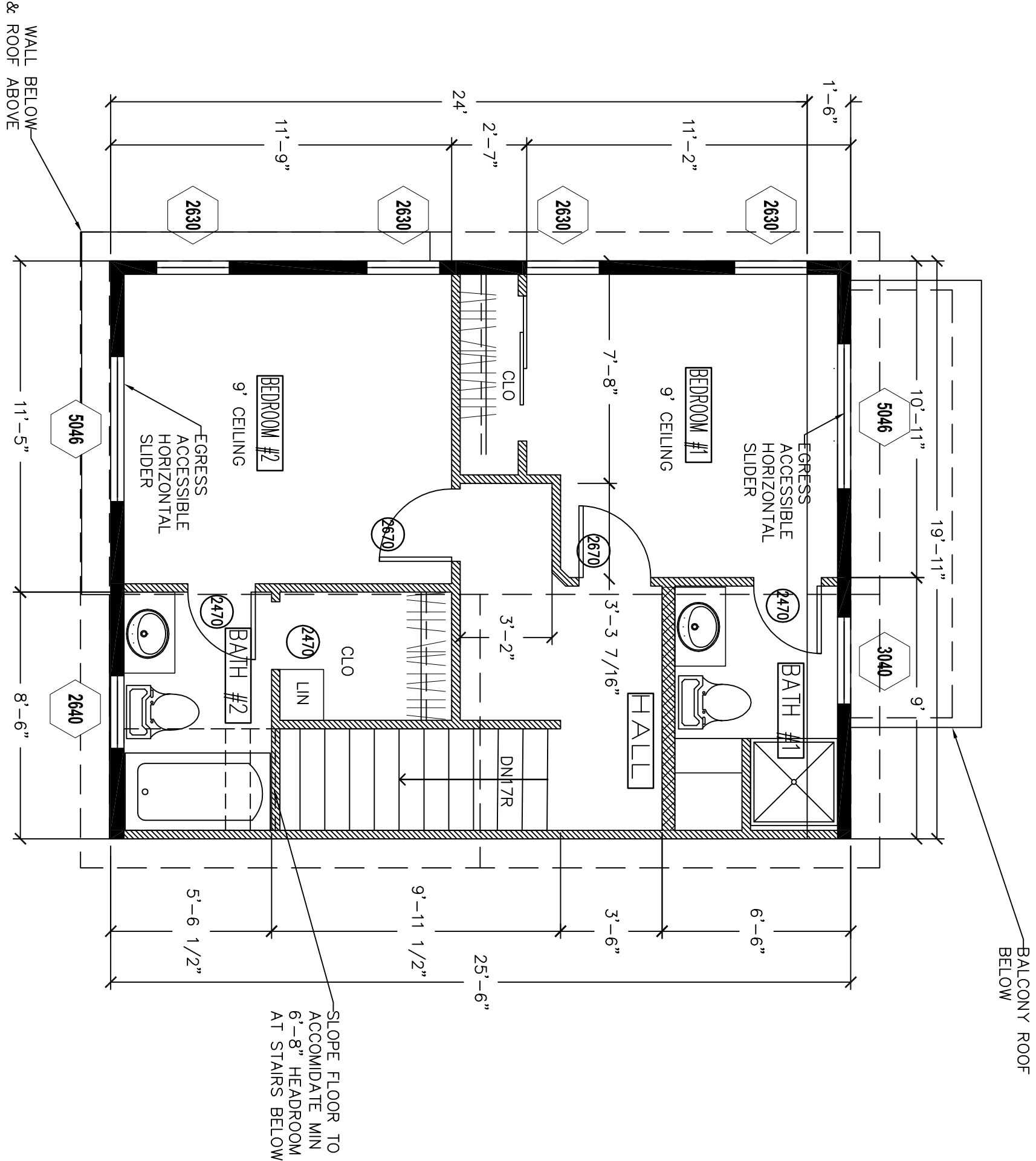
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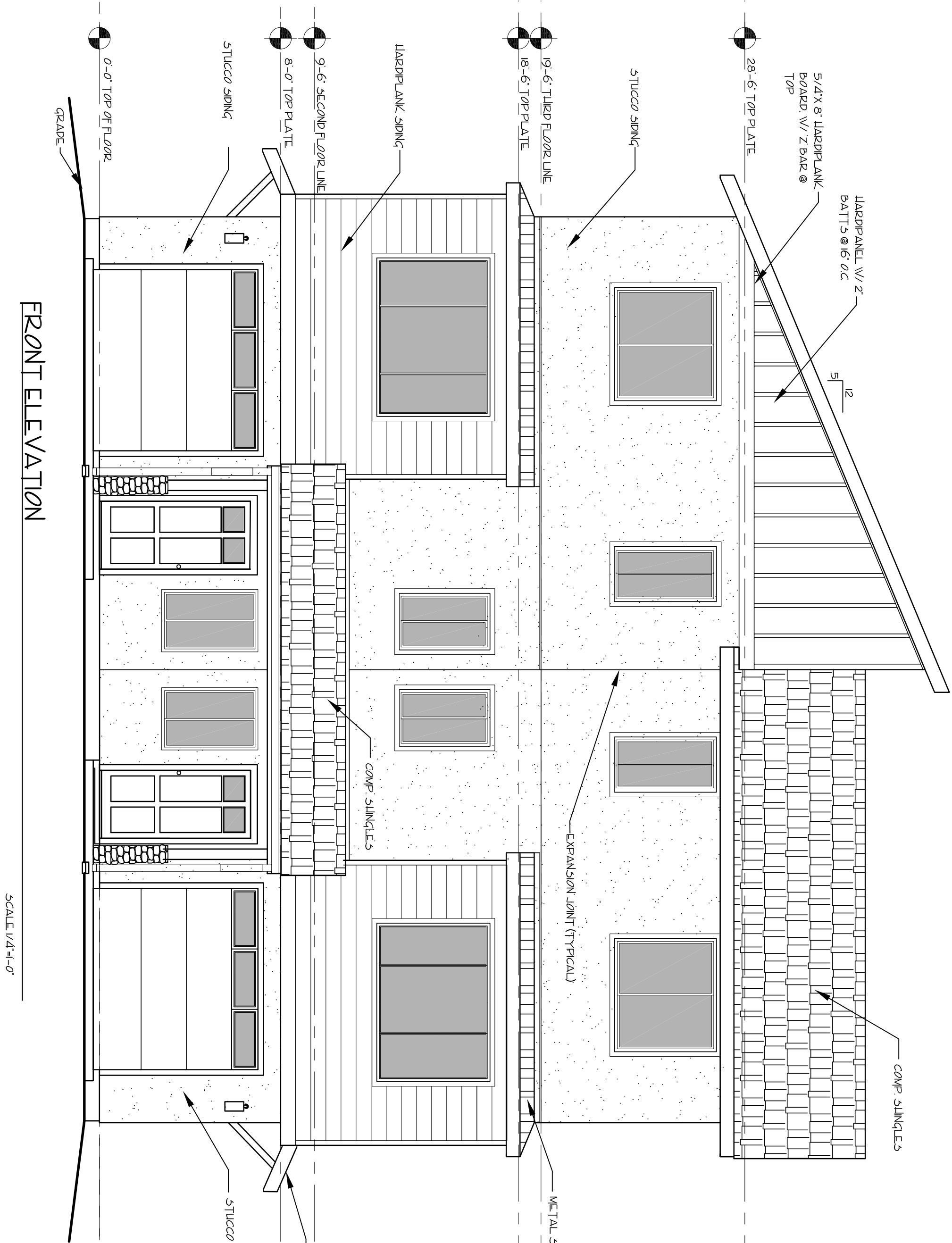
OF

A2.1

SHEETS

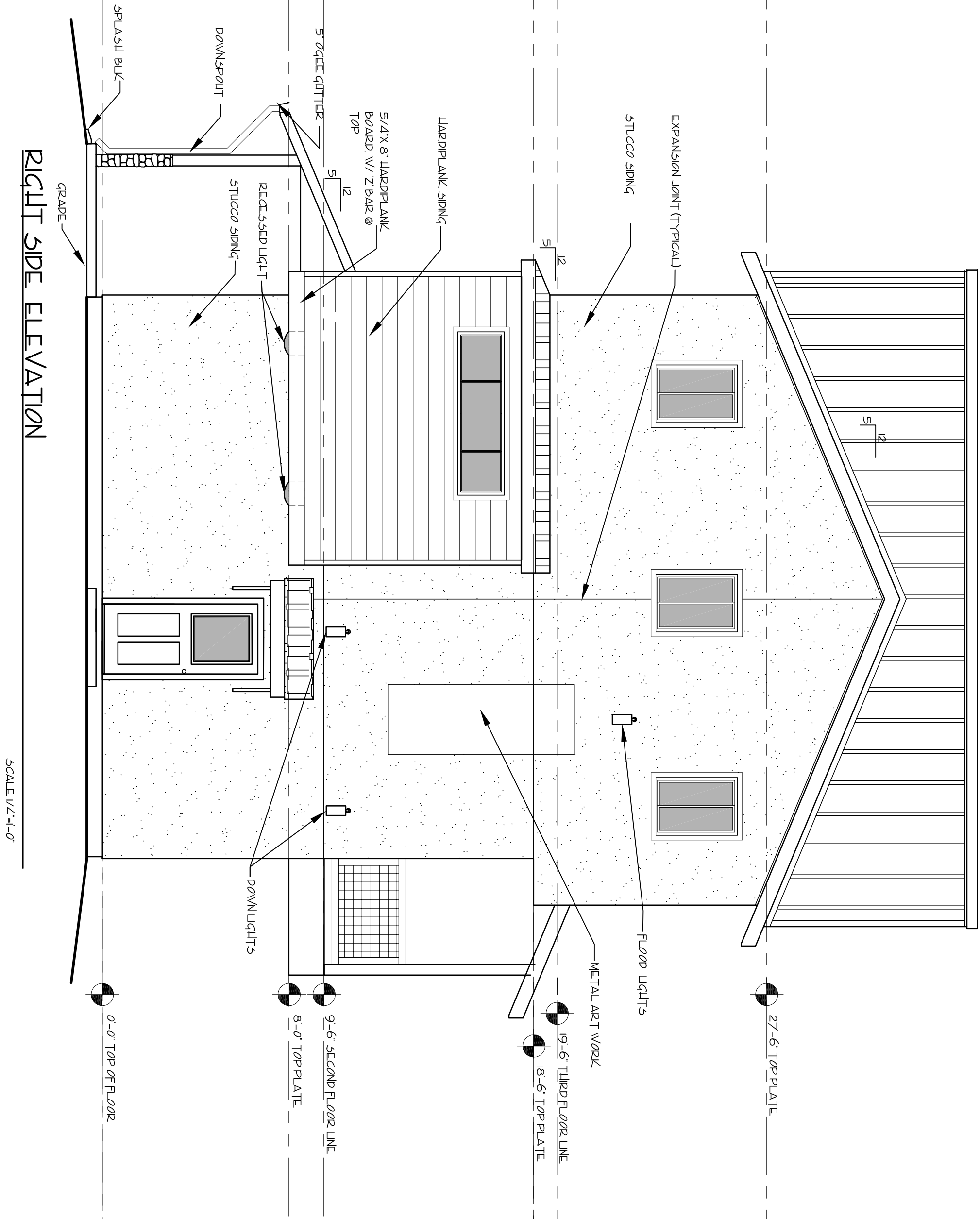


- WALL KEY
- 2x6 EXTERIOR WALLS
 - 2x4 INTERIOR WALLS
 - 2x6 INTERIOR WALLS



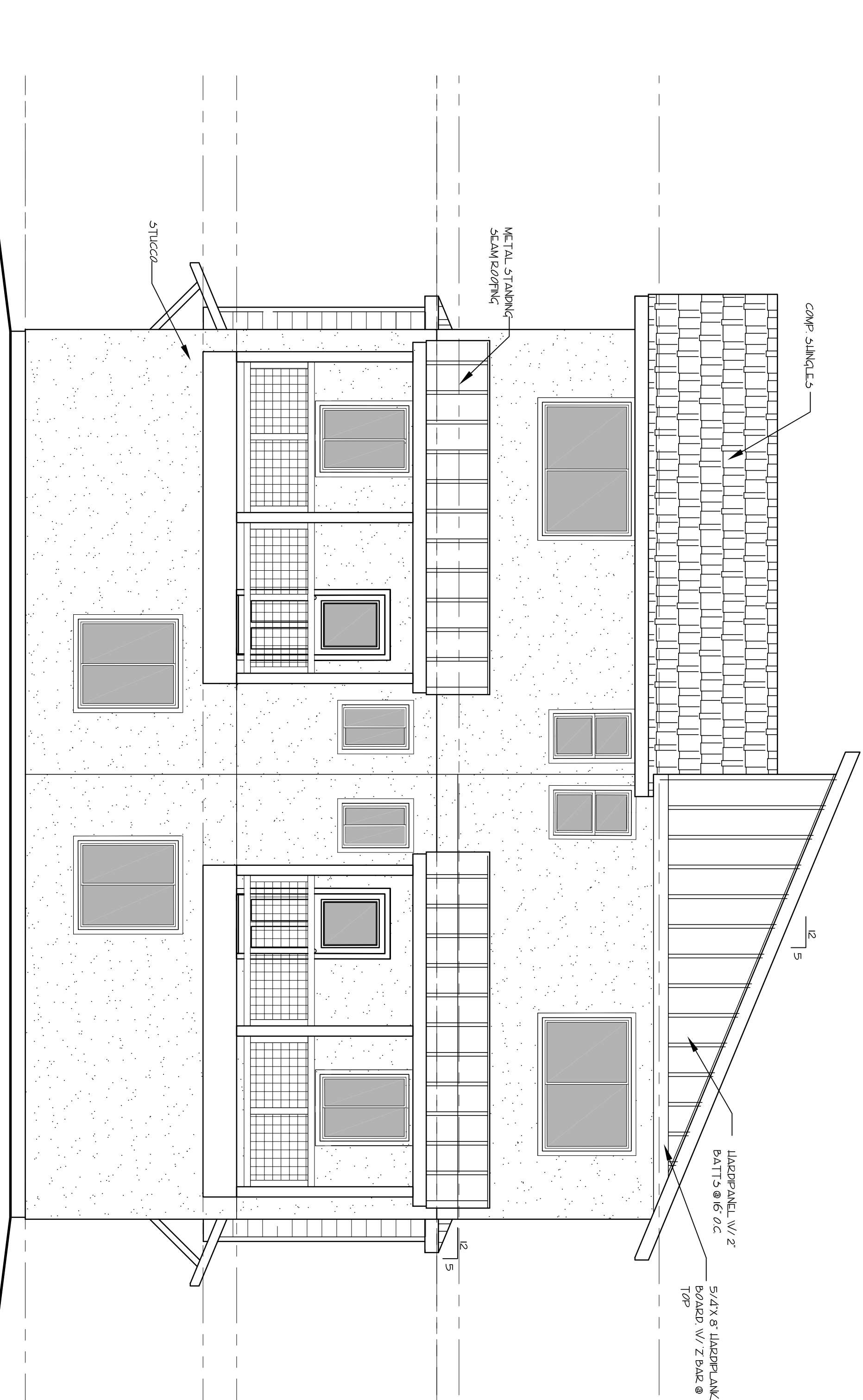
FRONT ELEVATION

SCALE 1/4"=1'-0"



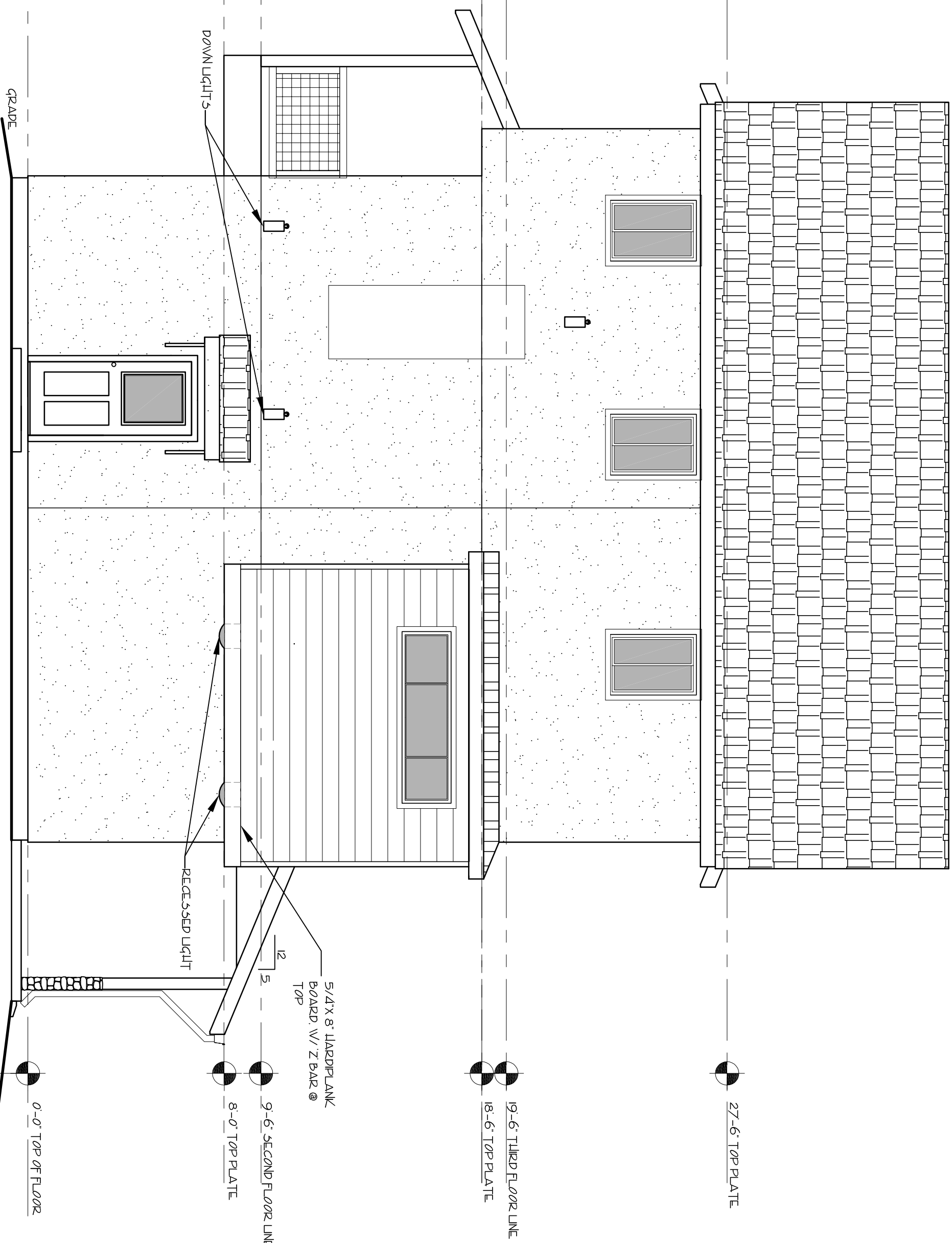
RIGHT SIDE ELEVATION

SCALE 1/4"=1'-0"



REAR ELEVATION

SCALE 1/4"=1'-0"



LEFT SIDE ELEVATION

SCALE 1/4"=1'-0"

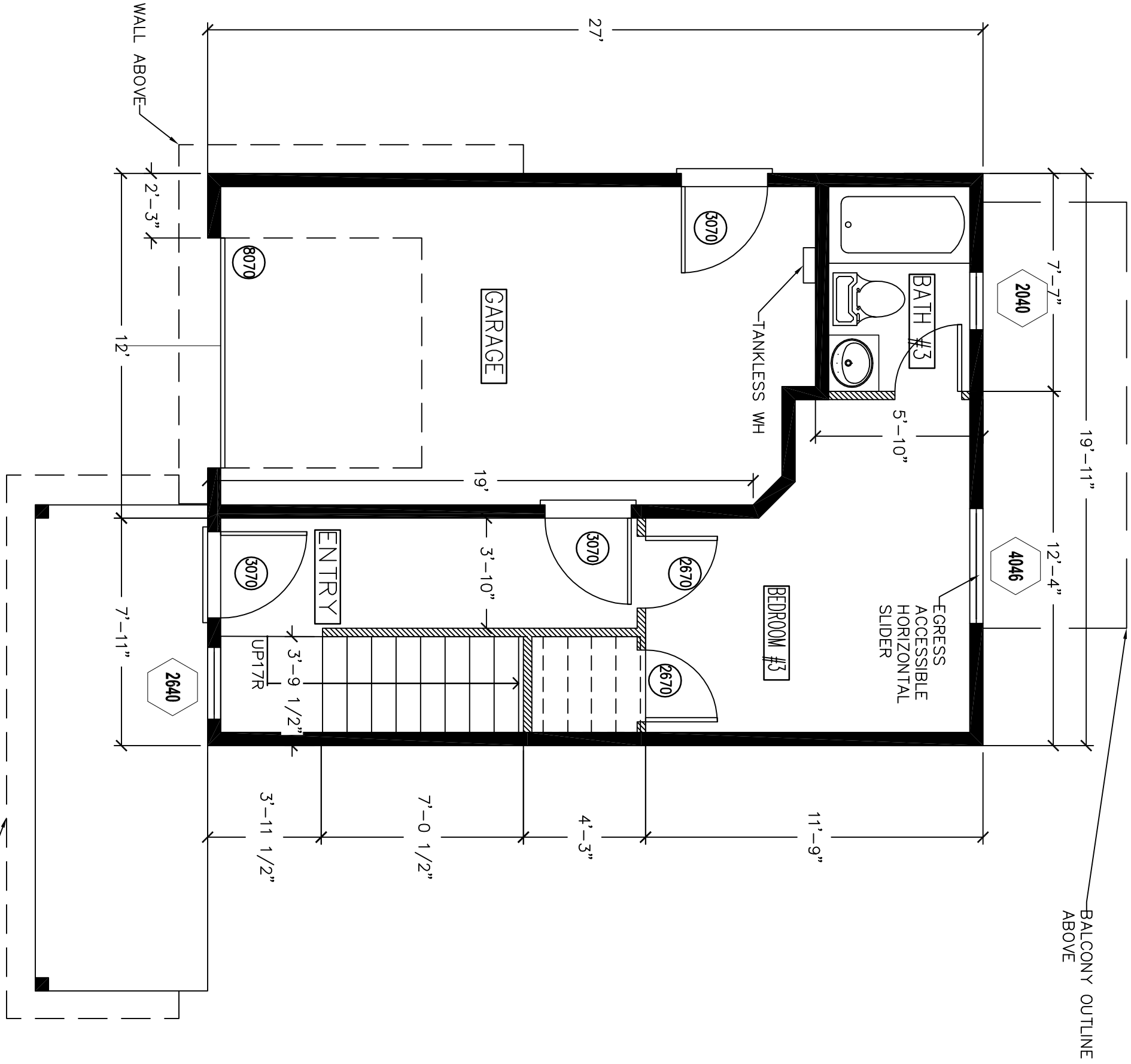
3 BEDROOM ELEVATIONS
DOWNTOWN SUITES
451 + 447 THIRD STREET
WOODLAND, CA.

DAS Homes Inc.
RESIDENTIAL DEVELOPEMENT

1310 West Street

Woodland, CA 95695

A3.2	17-168	
	DATE	01/7/18
	SCALE	AS NOTED
	DRAWN BY	AK
	APPR. BY	DSH
A3.2	02/12/18	
	DATE	
	REVISIONS	
17-168 A3.dwg		
SHEET		
Page 139		

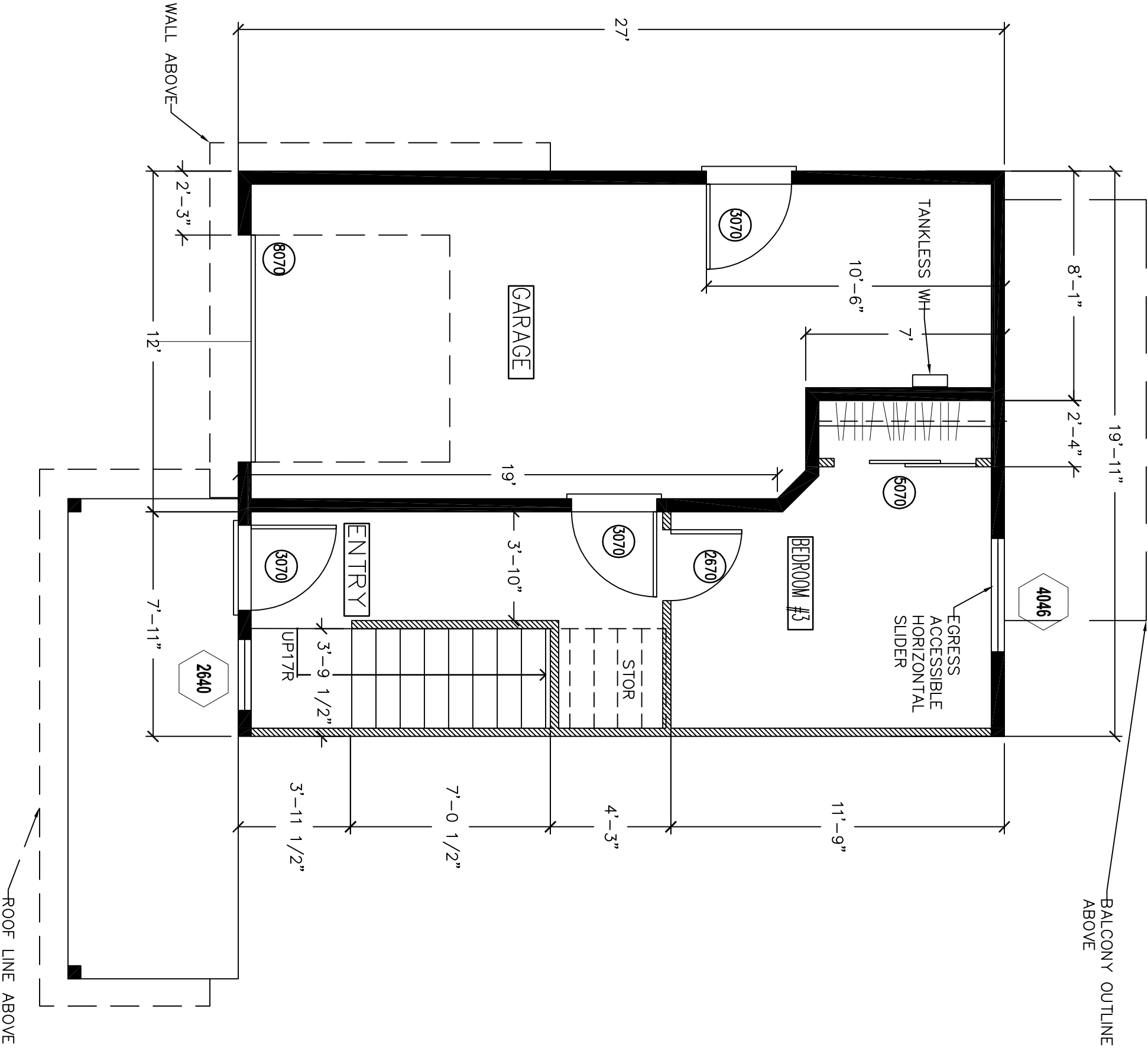


FIRST FLOOR PLAN THREE BEDROOM OPTION B

SCALE: 1/4" = 1'-0"

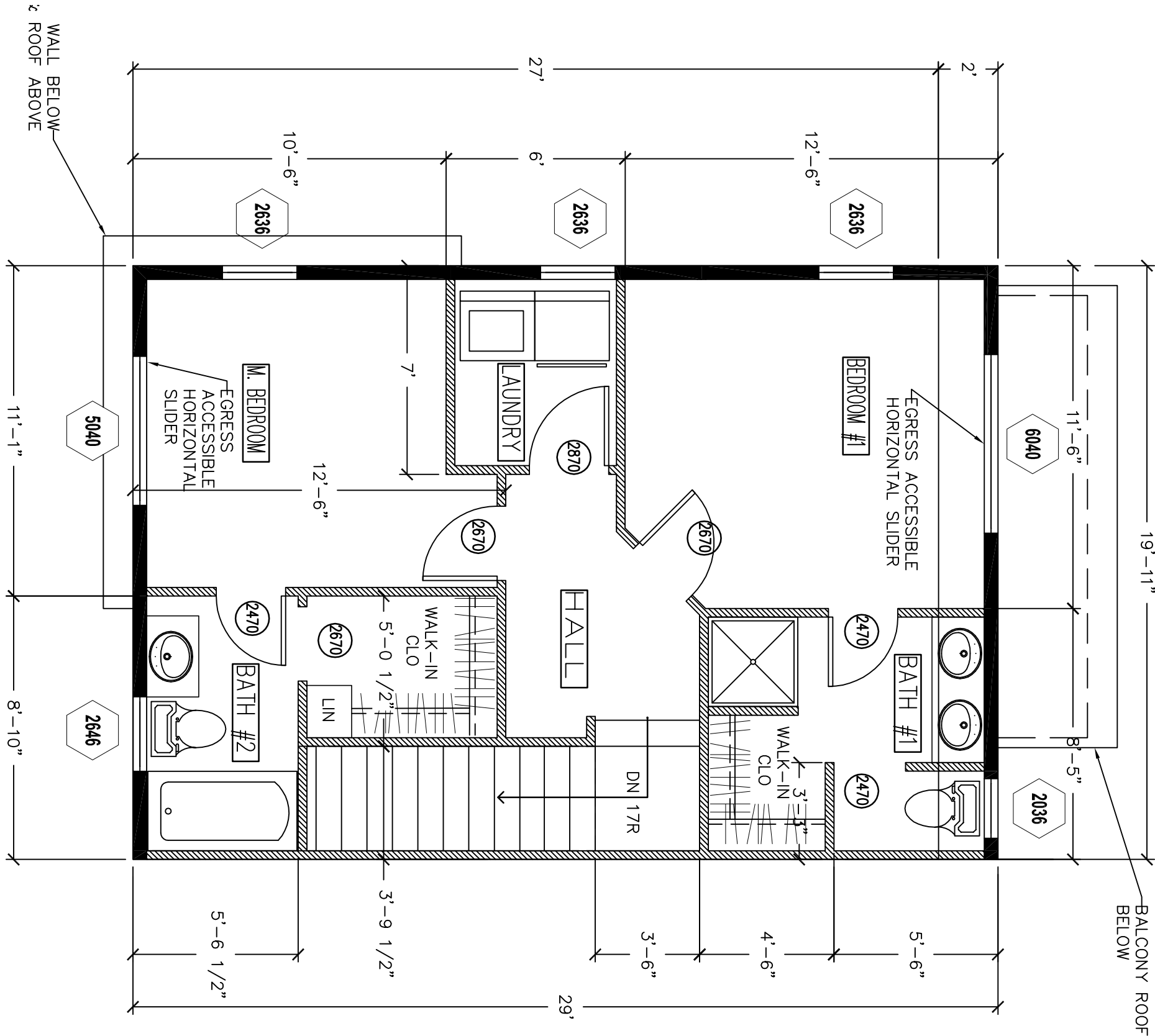
8' CEILING HT.

284 LIVING SF
239 GARAGE SF
538 SF TOTAL



AREA KEY

STANDARD PLAN = 1338 SF
OPTION B PLAN = 1383.5 SF
BALCONY = 76 SF
GARAGE STANDARD PLAN = 284 SF
GARAGE OPTION B PLAN = 239 SF

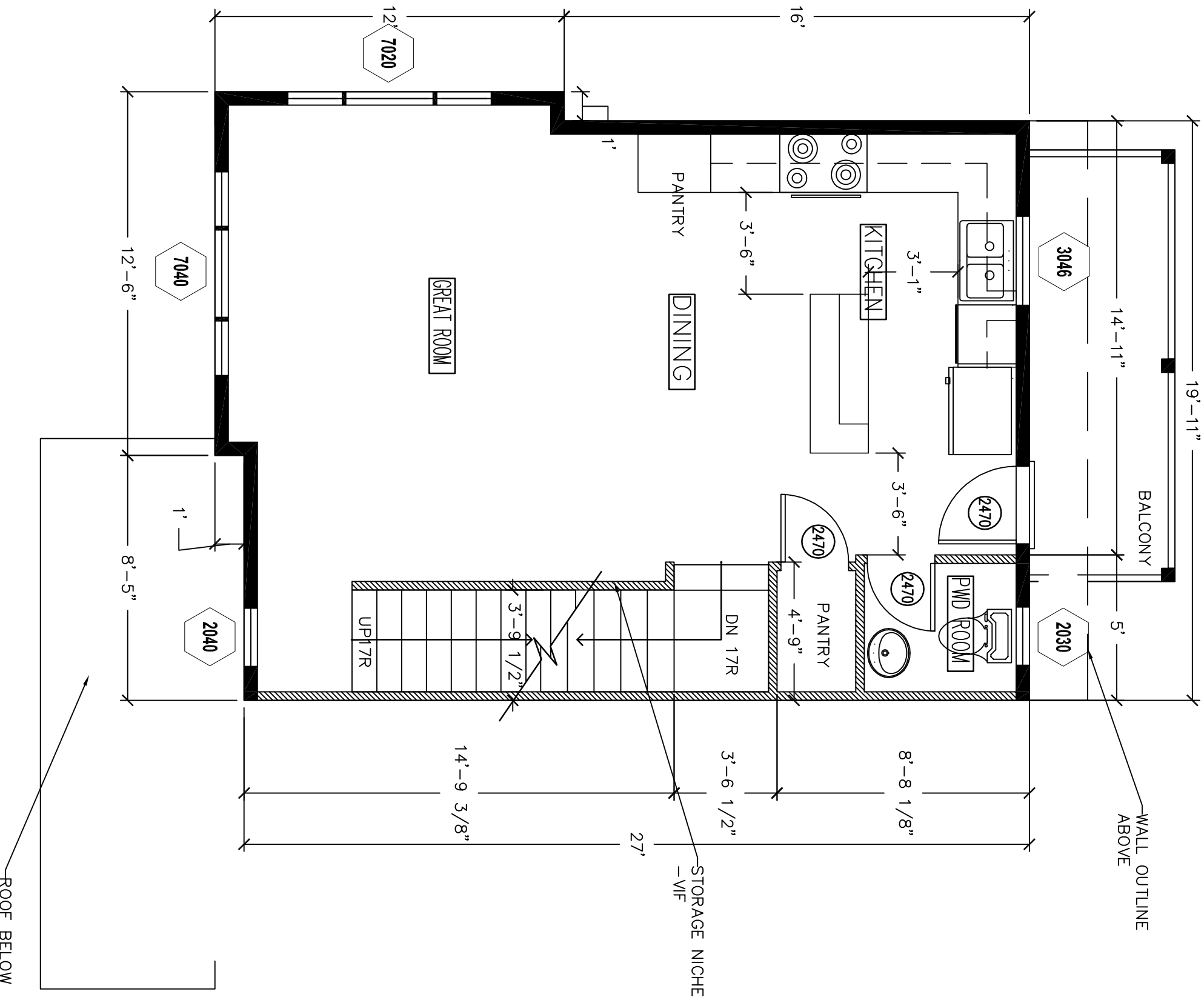


THIRD FLOOR PLAN

SCALE: 1/4" = 1'-0"

9' CEILING HT.

537.5 SF



WALL KEY

2x6 EXTERIOR WALLS

2x4 INTERIOR WALLS

2x6 INTERIOR WALLS

DAS Homes Inc.

RESIDENTIAL DEVELOPEMENT

1310 West Street

Woodland, CA 95695

THREE BEDROOM FLOOR PLAN

DOWNTOWN SUITES

451 + 447 THIRD STREET

WOODLAND, CA.

JOB	17-168
DATE	01/7/18
SCALE	AS NOTED
DRAWN BY	AK
APPR. BY	DSH
REVISIONS	DATE
	02/12/18

17-168 A2.dwg

SHEET

A2.2

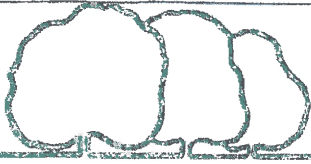
OF SHEETS







dd 2456 \$10K



City of Woodland

Community Development Department

300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

David Snow - SZ Downtown Partners

PROJECT APPLICANT

Same as Owner

MAILING ADDRESS:

1310 West Street

MAILING ADDRESS:

CITY STATE ZIP CODE:

Woodland, CA 95695

CITY STATE ZIP CODE:

PHONE NUMBER:

(916) 804-1357

PHONE NUMBER:

E-MAIL ADDRESS:

dave@dashomes.net

E-MAIL ADDRESS:

2. Application Requested

- | | | |
|---|--|---|
| ☐ General Plan Petition | ☐ Zoning Amendment | ☐ General Plan Amendment |
| ☒ Tentative Subdivision Map | ☐ Tentative Parcel Map | ☐ Lot Line Adjustment |
| ☒ Site Plan Review | ☒ Design Review | ☐ Sign Design Review |
| ☐ Conditional Use Permit (CUP) | ☐ Zoning Administrator Permit | ☐ Variance |
| ☐ Public Convenience or Necessity | ☐ Other _____ | |

Is this request part of another application? ☐ Yes ☐ No If so, what? _____

3. Project Description

Project Name:

Woodland Downtown Suites

Site address or location:

447 & 451 3rd Street

Total Acres or Square Feet

20,160 sf or 0.463 Acres

Assessor's Parcel Number:

006-571-01 & 012

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

5. General Plan Amendment

Existing General Plan Designation
Downtown Mix Use (DX)

Gross Acres
0.463

Proposed General Plan Designation
Downtown Mix Use (DX)

Gross Acres
0.463

6. Zoning Amendment

Existing Land Use Zone
Central Business District (CBD)

Gross Acres
0.463

Proposed Land Use Zone
Duplex Zone (R-2)

Gross Acres
0.463

7. Residential Development

No. of residential units are being requested? 14

Single Family 2 Half-plex _____

Duplex 12 Apartments _____

Condominiums _____ Other _____

Townhomes _____ Total Units 14

No. of lots will be created by this project? _____

Do you intend to market the units for sale?

☒ YES ☐ No

Do you intend to market the units for rent?

☐ YES ☒ No

8. Commercial/Industrial Development

Indicate the type of commercial/industrial
development proposed:

N/A

Indicate the gross and leasable square footage for
each type of development:

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☐ Other

Specify _____

* Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

**APPLICATION WILL NOT BE ACCEPTED WITHOUT
SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT**

Applicant: _____

Date 1/2/15

Legal Owner: _____

Date _____

Legal Owner: _____

Date _____

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____



December 28, 2017

City of Woodland
Planning Department
300 First Street
Woodland, CA 95695

RE: Statement of Justification for Woodland Downtown Suites, APNs 06-571-11 & 12

Dear Planning Department:

This letter is to provide a Statement of Justification for our proposed ¹⁴~~12~~-Lot Residential Subdivision pursuant to your Tentative Map application requirements.

Project Description:

The project consists of a 14-Lot Residential Subdivision located on the northeast corner of 3rd Street and Lincoln Street in downtown Woodland. The existing vacant 5,000 sf commercial building and parking lot will be demolished. The 14 residential units shall consist of two models, one a 1,140 sf two-bedroom unit and the other a 1,350 sf three-bedroom unit. The units shall be available for sale with a projected price range from \$295,000 to \$330,00. All utilities (sewer, water, storm drain, power, phone, cable & gas) are existing and available to serve this proposed development.

Justification for Approval:

This is an in-fill project near downtown that will provide work-force housing to the City. It shall provide attractive craftsman style homes with street side landscaping to continue improving the overall look in the downtown area and conform to the recently adopted Downtown Design Standards. Due to the close proximity to the Downtown, this project will help stimulate economic growth to the downtown businesses. In addition, the project reduces the amount of overall impervious area over the existing commercial building & parking lot by 7.1% (1,447 sf), which will lesson the impact to the storm water quality and downstream facilities.

If you have any questions or need additional information regarding our application, please don't hesitate to call me.

Very truly yours,

NELSON ENGINEERING

Kevin J. Nelson, PE, PLS
Principal Engineer/Surveyor

Erika Bumgardner

From: Craig and Joyce Jones
Sent: Thursday, March 01, 2018 3:58 PM
To:
Subject: Design elements of the facade: Woodland Downtown Suites
Importance: High

Greetings Erika,

I just learned that the Woodland Downtown Suites plans are being reviewed tonight. I cannot attend in person but would like to provide my input electronically if possible.

I have reviewed all the plans online and do feel that the proposed infill development project likely meets the requirements of the Downtown Specific Plan Area. I would, however, ask the developer to add a more pleasing and historic area-specific facade. I live two blocks from the project and know that the area is filled with lovely craftsman bungalows. **The Woodland Downtown Suites project should have design elements from the craftsman era and not the current very modern design.**

Thank you for your time,
Joyce Jones
Woodland, CA



Virus-free. www.avast.com

Erika Bumgardner

From: Erika Bumgardner
Sent: Thursday, March 01, 2018 2:14 PM
To: [REDACTED]
Subject: FW: Comments on the Woodland Downtown Suites Planning Commission Hearing

Commissioners:

I received a phone call today from Bridget and Jeff Levich who live in 622 Third Street, Woodland with regard to the Woodland Downtown Suites Planning Commission hearing tonight because they are travelling. In brief, they relayed the following to me:

1. As owners of a single family home close to the site, they support the project
2. They recognize the need for Infill housing within the Downtown and close to services that occupants can walk to.
3. They do not consider the possible increase in on-street parking and traffic as a deterrent but as a manifestation of a growing Downtown.
4. They think that the project will attract those who are less auto-dependent, younger people starting out or older folks downsizing.
5. Bridget and Jeff like the design but would much prefer a more traditional roof (which would reduce the overall height of the buildings) rather than the shed roofs.

Best regards,

Steve

Stephen Coyle AIA LEED CNU
Community Development
Stephen.Coyle@cityofwoodland.org
530-661-5910

Erika Bumgardner

From: Erika Bumgardner
Sent: Thursday, March 01, 2018 8:38 AM
To:
Subject: FW: Woodland Downtown Suites Proposal

Good Morning Commissioners,

Please see the email below regarding the Third Street and Lincoln Avenue Residential Development proposal.

Erika

From: Steve Rea [mailto:
Sent: Thursday, March 01, 2018 6:38 AM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>
Subject: Woodland Downtown Suites Proposal

Good Morning

As a Woodland resident, living a block away from the proposed site, I wanted to voice my support for the proposal. I believe that the City of Woodland benefits greatly from the growth and inclusion that development brings. Furthermore I think it can be detrimental for hopes of future prosperity if we were to present too impermissible of a developmental environment. Finally, I have supreme faith and confidence in you and the other city administrators. I don't believe that you would allow an unsafe or unwise building to be constructed in our community. Thank you for all you do. :)

Steve

Mr. Marco Lizarraga, Chair
Planning Commission

City of Woodland

Dear Mr. Lizarraga:

This letter is concerning the 14-unit residential project proposed by Mr. Dave Snow for the corner of 3rd and Lincoln Streets, Woodland. We are writing in support of the project.

From our understanding, in part, because of its relative high density, the project will constitute affordable housing. Woodland's general plan downtown specific plan seeks to encourage projects that provide for infill, including residential, making use of vacant or underutilized properties, that bring more people into the downtown. This project would do just that.

We realize that some of its neighbors may oppose the project, based in part on its potential impact on parking availability. This is certainly a concern that should be addressed by any project in the downtown, or for that matter, in any neighborhood. It would seem that residents of such high density developments would likely have a relatively low demand for parking. Regardless, our understanding is that each unit comes with a parking space. In addition, a large public parking lot is adjacent to the project, which could accommodate additional parking needs. For now, it seems that there is sufficient parking to support this infill development project downtown.

Again, because this project will provide attractive and affordable housing, and result in infill development and more residents to invigorate Woodland's downtown, we support this project.

Sincerely,

Ken and Kathy Trott
715 Elm Street
Woodland, CA

cc: John Murphy, Planning Commissioner
Steve Coyle, Planner, City of Woodland

Erika Bumgardner

From: Erika Bumgardner
Sent: Tuesday, February 27, 2018 7:37 PM
To: [REDACTED]
Subject: Planning Commission Public Hearing - Third and Lincoln Residential Project FW: Woodland Downtown Suites

Planning Commissioners,

I am forwarding the email below from Mr. Manley regarding the Third Street and Lincoln Avenue project.

Erika

From: Whit Manley [mailto:[REDACTED]]
Sent: Tuesday, February 27, 2018 6:58 PM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>
Subject: Woodland Downtown Suites

Ms. Bumgardner:

I'm a resident of Woodland — I live at 716 First Street, a few blocks from the proposed project.

I've reviewed the staff report. It seems to me you have done a very thorough job of analyzing the project and noting issues of concern.

The project is the sort of infill that is appropriate for projects of this sort. I hope the Planning Commission will approve the application. The fact is that underutilized sites like this one must be redeveloped if we are to meet our community's demand for affordable, market-rate housing. This sort of project also nudge along the ongoing trend towards revitalization of downtown. The design appears to be thoughtful. It is a huge upgrade from what is there now.

I understand neighbors are concerned about parking and traffic along the Third Street corridor. These are legitimate concerns. On the other hand, I don't see how this project will exacerbate those existing issues. Third Street north of Lincoln has ample on-street parking, as well as a city lot across the street. Given the size and location of the units, it seems to me that the residents are unlikely to own many cars.

If the City can take steps to calm traffic on Third Street south of Lincoln, then by all means do. But I don't see how this project will create a measureable difference either way. The project won't generate much additional traffic.

We were concerned when the City installed a traffic light at East and Cross, since that would funnel additional east/west traffic along Cross Street, right next to our house. Yes, traffic has increased. Yes, some people drive a bit faster than they should. These things fall in the realm of minor inconvenience. They are not a

big deal. They are part of living in a vibrant town. If fixes are available, then perhaps they are worth pursuing. But they are minor issues, and life will be fine either way.

Regarding CEQA, the project falls comfortably within the confines of the Class 32 categorical exemption. I do not see any evidence that the project will have any impacts with respect to habitat, noise, air quality, etc. It's a small scale infill project on a disturbed site, within city limits, and consistent with zoning. No variance or rezone needed.

The project may also be exempt from CEQA as a residential project consistent with a specific plan for which the City certified an EIR. You may want to consider noting that as well, although certainly the Class 32 exemption fits the bill and suffices.

It is exciting that Woodland is attracting investment for projects of this kind. I hope the Planning Commission will approve the application.

Thanks for your attention,

Whit Manley
716 First Street
Woodland CA 95695
(530) 668-1641

Erika Bumgardner

From: Erika Bumgardner
Sent: Tuesday, February 27, 2018 5:35 PM
To: [REDACTED]
Subject: Planning Commission Public Hearing - Third and Lincoln Residential Project FW: Urgent Re March 1 Public Hearing
Attachments: Housing complex on Third and Lincoln.docx

Importance: High

Commissioners,

I am forwarding another email from Ms. Stacionis, below. The attached letter is one I previously emailed to you.

Erika

From: Debbie L Stacionis [mailto:[REDACTED]]
Sent: Tuesday, February 27, 2018 4:20 PM
To: Cindy Norris <Cindy.Norris@cityofwoodland.org>
Cc: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>; Enrique Fernandez <Enrique.Fernandez@cityofwoodland.org>; Xochitl Rodriguez <Xochitl.Rodriguez@cityofwoodland.org>; Angel Barajas <Angel.Barajas@cityofwoodland.org>; Skip Davies <Skip.Davies@cityofwoodland.org>; Tom Stallard <Tom.Stallard@cityofwoodland.org>
Subject: Urgent Re March 1 Public Hearing
Importance: High

Attached is a list of concerns I presented at the recent neighborhood meeting regarding the proposed housing complex at Third and Lincoln Streets. Many others in attendance echoed these concerns, and I feel this meeting was simply a cursory meeting so that the city could say they went through all steps prior to passing this proposal. I see the planning commission meeting notice states "Recommended Action" 'Recommend Approval with Conditions'. So were our voices not heard? What conditions? Any consideration for the points made by those in attendance and that emailed concerns?

There were several strong points made against this proposal. Those went nowhere? I and others in this neighborhood feel this builder has the city in his pocket and already got an approval for the proposal before this meeting even happened. Back door deals are not acceptable. This should have all been vetted prior to getting this far along - like before he purchased the property!!

Additionally, the builder said those buying these units will be millennials with one car. Well, I have two daughters - married millennials - and work with 5 others, married and single. I did a random poll of them by simply showing them the design from the original letter inviting us to the February meeting, telling them it was a proposal for Woodland, and units would sell for low to mid \$300,000s. I asked if they were in the market to buy a home, would they buy one of these. Every single person said no. They said it is no better than an apartment, unattractive, and if they are going to invest to buy something, they can get a 2 bdrm 1 bath bungalow that needs just a little care for that price, so that is what they would purchase. And by the way, those that are married all have two cars!

City of Woodland

I ask that my concerns be passed along to the entire planning commission and ask that the commission consider the homeowners in this neighborhood before ramming this monstrosity down our throats and ruining our historic neighborhood. Let's find an amenable solution including a better design with fewer units and consideration of other concerns that have been raised by those of us who have to live near it.

Debbie Stacionis
508 Third Street
Woodland

Housing complex on Third and Lincoln

Questions:

Who currently owns the property?

What is the zoning for that location? Residential or business?

Concerns:

Too many units:

- Parking. There is no parking in this area as it is, so to add that many new residents will make parking impossible. With 14 units and likely two cars per unit, that equals 28 more cars! No one in CA parks in their garage, so where are these cars going to park? Parking on Lincoln and Third in front of the units will allow little if any space for that many cars. We already have 4 2-bedroom cottages across from us creating a battle for street parking. We share a driveway with our neighbor, so we need to park one car in the street, often up to a block from our home.
- Traffic. Already a concern. We met with Skip Davies years ago to voice concerns about high traffic and speed on these streets and nothing came of it. We strongly supported speed bumps as they have on Sac residential streets and were told "We do things differently in Woodland." In other words, the city doesn't care about neighborhood concerns and will do nothing to respond to concerns. Adding this many new residents (and their cars parked on the streets), will only create more noise, congestion, and problems.
- Design.
 - Unappealing and incongruous to the neighborhood. This is a historic district and the sidewalks indicate the neighborhood is included in the historic neighborhood stroll. These apartments look like industrial lofts or at best, dorms. Not at all attractive or historic. The surrounding homes are historic, and the 500 block of Third Street has worked hard to maintain the historic look of the block. A three-story monolith like this will be totally out of place. I recall years ago reading about a city battle regarding a sign for the gas station at the corner of East and Gum and how the planned sign was not "historic". That area has no historic look to it, so if that raised red flags, this should sound an alarm!
 - No green space. The drawings show a few small trees and some groundcover, but really it's going to be all building. And an unattractive building at that. How about adding a courtyard or garden area for residents?
 - Height – This will block yet more of our skyline view. The courthouse started to diminish that, and this will make it even worse. I don't care to look out the front of my house and around my neighborhood and see nothing but this tall ugly building. It will feel claustrophobic.
- Planned "for sale". Planned? That does not sound encouraging. If the units don't sell, they will become rentals. No more rental properties are welcome in this area. It's been a struggle with the current rentals to get tenants that are respectful and care for their homes. And what's to keep someone from purchasing the unit then renting it therefore making it simply a rental unit? Will there be an HOA to ensure the property is kept up?

Unless major changes are made to this proposal – reducing number of units, requiring only owner residents, revised design to fit the neighborhood, strict parking rules . . . I strongly oppose the plan and will do what I can to prevent it from going forward.

Debbie Stacionis
508 Third Street
Woodland

Erika Bumgardner

From: Pam Moyer [REDACTED]
Sent: Tuesday, February 27, 2018 2:45 PM
To: Erika Bumgardner
Subject: thank you for your response regarding the proposed college dorm going in at Third and Lincoln

Dear Ms. Bumgardner,

Thank you for answering my questions

I will try to come to your office today to get the "form to express my modified support from your Community Development Department and will attend Thursday nights hearing. I hope that I will be able to speak. Yes you may share my email address and my email concerns with the Planning Commission, by all means, as well as this memo.

Once I get the forms from your office today I will review them and write up a further summary as all the neighbors in my area have been discussing this neighborhood insert. I again am grateful that we were notified. Thank you

Sincerely

Pam Moyer
512 Third St

 Virus-free. www.avast.com

Erika Bumgardner

From: Pam Moyer <[REDACTED]>
Sent: Sunday, February 18, 2018 11:55 AM
To: Erika Bumgardner
Subject: 2nd response to notice of new construction at Lincoln and Third St 2/18/18

My first response, as follows, was sent Feb 9th

I will not be able to attend the special meeting Mon Feb 12 as a weeks notice was not sufficient. I live at 512 Third St and will be giving up two stories of blue sky! So thank you for the notice.

With regard for Traffic. Third and Lincoln is a four way stop that is not taken seriously by the general public as well as police: so that presently the 4 stop signs are just suggestions. This is a dangerous intersection and not safe to exit our driveways at times. Adding a 14 unit complex neighborhood living activity, equals 20 plus regular cars and additional visiting cars. This seems impossible and an oversight???????

With regard for Parking??????

Today at 10 am Third Street is full. So, here is no street parking available. Lincoln St has restrictions. I see garages for one car only. So where will the others be able to park???

The four small rental houses on the corner of Lincoln and Third have two spots and the rest of the cars (for that unplanned corner) park in front of our houses constantly preventing homeowners use, street cleaning access and the pick up of our garbage.

Regarding type of residents

When you wrote these are planned **quote** for-sale **unquote** to me means a nice way of saying its a maybe, maybe not requirement that each unit would be individually owned?? Please let me know about this term.

And please address safer street lighting however your plans go. Third St. is pretty dark for returning from downtown events.

Glad we were asked hope it makes a difference

Sincerely
Pam Moyer
512 Third St
Woodland, CA

CONCERNS - RESEDENTIAL PROJECT LOCATED AT 447 AND 451 THIRD STREET, WOODLAND

TO: CITY OF WOODLAND, PLANNING COMMISSION

2-27-2018

FROM: ARTHUR AND LAURIE JAIME AND NEIGHBORS
516 THIRD STREET
WOODLAND CA 95695

RESEDENTIAL PROJECT LOCATED AT 447 AND 451 THIRD STREET , OBJECTION TO 3 STORY BUILDINGS

We support the development of two-story buildings and not three-story buildings In part of the Area (or "District") D, more specifically near Lincoln Ave. between First Street and Fourth Street, for the following reasons:

First of all, we are not against the in-fill of the community; what we question are the changes that will be made to what is the historic character /small town identity of the area with the development of this three-story unit complex at the corner next to the Neighborhood Preservation (N-P) Zone. Yes, in-fill of the community is good, but one should be reasonable as to how much of a density of units we want and how high. We do not want buildings that will be overbearing on the neighborhood.

If one stands at the South West corner of Main Street and Third Street, looking towards the North across the street, one sees the three-story building at the North West corner, and the single-story building across the street at the North East corner; that will give you an idea of what we will be experiencing. That does not resemble the historical character we know of this area.

The new development at the North East corner of Beamer Street and Cottonwood Street, chose to build two story units that do not take away the character of that area, it's a buffer between the buildings to the West and those to the East of the development. This developer is most likely not thinking of the great profit he could make, but what would look good in that area. The units were kept at a reasonable density and height. We recognize this complex is not at the in-fill area, but even there it may be seen that the developer was also thinking of the neighborhood.

In looking at the **GENERAL PLAN**, the **COMMUNITY DESIGN STANDARDS** and the **DOWNTOWN SPECIFIC PLAN**, one may see that there are many references as to the protection and preservation of the Downtown Community Historical Character. And, also references to keep in mind the preferences of Woodland citizens. Please see the three major concerns below, following the excerpts.

Following are some excerpts:

GENERAL PLAN

PAGE 1A 1-5

"Woodland has become a destination for visitors seeking to experience its unique agricultural, historical, recreational, cultural and entertainment amenities."

"Guiding Principles

1. Quality and Character: Retain and enhance Woodland's quality of life, its distinctive identity and small-town characteristics."

CONCERNS - RESEDENTIAL PROJECT LOCATED AT 447 AND 451 THIRD STREET, WOODLAND

"Preserve Woodland's unique small-town charm and quality of life by maintaining the city's distinct urban edge and surrounding agricultural open space, promoting the Downtown and historic resources, and developing a variety of recreational, community and cultural facilities."

"The General Plan aims to preserve and enhance the small-town identity of Woodland."

COMMUNITY DESIGN STANDARDS:

Page 2

"Program 6.C.8 calls for preparation of historic neighborhood design guidelines and/or standards to help assure that new residential construction, additions, repairs, and remodels preserve the historic nature of the structure and neighborhood and prevent the intrusion of inappropriate architectural design."

Page 2

"The role of the community is to be a sounding board with regard to new development so that decision-makers remain in touch with the preferences of Woodland citizens."

Page 3

"The Plan encourages the preservation and enhancement of the historic character of the downtown while providing for the expansion of economic opportunities, parking and streetscape improvements."

Page 5

"...Design Standards cannot anticipate how the community's expectations are likely to change over time as new design and construction techniques emerge and as tastes change. Thus, the Design Standards should be viewed as a "living document" that will evolve with the changing sentiments of the community."

Page 29

Design Standards for Multi-Family Residential Development

"3. Design elements not allowed in multi-family developments:"

...

"• Highly visible uncovered off-street parking or inadequate off-street parking"

Page 30

"5. Trash receptacles must be constructed to City standards and fully enclosed with durable materials that are architecturally compatible with the design of the buildings. Enclosures must be landscaped and screened: Trash enclosures to be conveniently located for collection and maintenance."

CONCERNS - RESEDENTIAL PROJECT LOCATED AT 447 AND 451 THIRD STREET, WOODLAND

DOWN TOWN SPECIFIC PLAN

Page 3-20 and 3-21

"3. Land Use and Development

Setting

"District D..."

"Opportunities

- Potential for historic preservation and rehabilitation of residences (i.e., Victorians)"

THREE MAJOR CONCERNS:

1. THREE STORIES HIGH COMPLEX IS TOO OVER BEARING:

The skyline will be changed due to the three stories high complex, compared to the mostly one-story buildings located in this area. If the building were going up at the middle of the block between Main Street and Lincoln Avenue, so referenced as the buffer area, or close to the Yolo County Court house, we would not be having as much of an issue/concern, since it may be seen as a buffer. A three-story complex project does not blend or conform to this Neighborhood, especially when being put next to the Neighborhood (Historical) Preservation Zone. The area of the "District" D from First Street to Fifth Street and South of the Main Street buildings, to Lincoln Avenue is mostly one-story buildings except for 3 or 4 buildings that are two-story high. Dropping a three-story building especially at the corner entrance to the Neighborhood (Historic) Preservation Zone will take away the "aw" of the area, because the three-story towering complex will be over bearing. **The historical, neighborhood character that the Woodland Citizens of this area have, will be changed.** How many of you live in the adjacent blocks to this area? How many of the people that got involved with the General Plan for 2035 lived in this area? Some of us have lived in this area for over 50 years. Some of the homes in this area are more than 100 years old. And, some of us are investing the money to keep it looking as it has been.

Yes, we understand that the developer would like to make as much profit that is possible from an approximate ¼ acre. And Yes, we understand the City wants the extra revenue from the property taxes, etc. from these homes. But we need to be sensitive as to the density and the height of the developments that would be allowed.

Please see attachments XX 1 and XX 2 for possible solutions, rough drafts are not to scale.

A possible Solution:

The developer could build about eight two-story high units or even eleven two-story high units if he crowds them and still have room for an attached garage next to it, and he could still make a profit. We know that each of the lots, based on size, would normally only have one or two homes on it.

Please see attachment "XX 1 and XX 2" for a possible Solutions.

CONCERNS - RESEDENTIAL PROJECT LOCATED AT 447 AND 451 THIRD STREET, WOODLAND

2. TRASH AND RECYCLING:

We are told "Trash and Recycling: Each Unit shall have adequate on-site storage for trash and recycle totes..."

Based on the information provided it appears each unit will take its own totes to the street (Monday nights for pickup on Tuesday mornings), since there is no on-site space for collection by the Waste Management trucks. There being 14 units, 2 totes per Unit, and Waste Management asking for 2 feet between the totes, that is approximately 112 feet taken up at the street which is about 5 or 6 parking spaces.

Please see attachment "ZZ 1 and ZZ 2" for possible solutions, rough drafts are not to scale.

3. PARKING ON-SITE:

As for parking, even though it is mentioned that parking permits could be issued, it will not solve all the parking problems we will have on a daily basis. How will the citation person distinguish non-visitors from visitors; we do have relatives, friends, and also business-related visitors, that may come at any time to visit us on Third Street. Also, we do notice parking on Third St. between Main St. and Lincoln Ave during the day full, especially in the mornings,

Please note that the developer has a diagram where it shows they will provide 6 spaces for on-site parking. This is not realistic; two of the spaces already belong to the 2 units at the South East complex, other residents or guests would not be allowed to park there. The remaining four spaces would not work either, since the area is limited as to how far they may clear for vehicles to park or how they will back up. Some visitors may not care how they back up and may damage the lawn, etc. The adjacent owners would still either be blocked at their entry to their garage or make it difficult for them to get out.

Please see attachment "ZZ 1 and ZZ 2" for possible solutions, rough drafts are not to scale.

Please see attachments "YY 1 thru YY 2" – Pictures of Third Street parking during day, as of last week, and, also you may see how a Three-story building is overbearing on a single or two-story building.

In conclusion:

We and the neighbors of the surrounding area to this project have been talking about our concerns, so we decided to forward our concerns to the Planning Commission. Building a three-story complex will be a definite change to the sky line, and the historical character and small-town identity will disappear, especially if more three-story or higher buildings come to the area. We do have concerns that a three-story complex may appear to some as college dormers and this may well bring down the value of our properties. We can support a two-story duplex complex with its attached garage. Again, this area consists mostly of one-story buildings except for a few two-story buildings. Also, there is only one two-story apartment complex on third street just South of Main Street, and no other multi-family apartment complexes in the near area. We do not know what future developers will try to capitalize on at this area, therefore the Planning Commission needs to please take a step back and seriously think about what they are doing to the historical character and small-town identity of this area. Furthermore, the multi-family development should have a central trash enclosure conveniently located for collection and maintenance, in this case to prevent taking up 5 to 6 parking spaces the night before and the day of collection (excerpt on page 2, under Design Standards for Multi-Family Residential Development, noted after Page 30 item 5).

We would welcome a survey of the Woodland Citizens of the near-by Neighborhood Preservation Zone. Thank you.

ROUGH DRAFT OF PARKING AND WASTE/RECYCLING COLLECTION AT SOUTH/WEST CORNER

02/25/2018

LINCOLN STREET

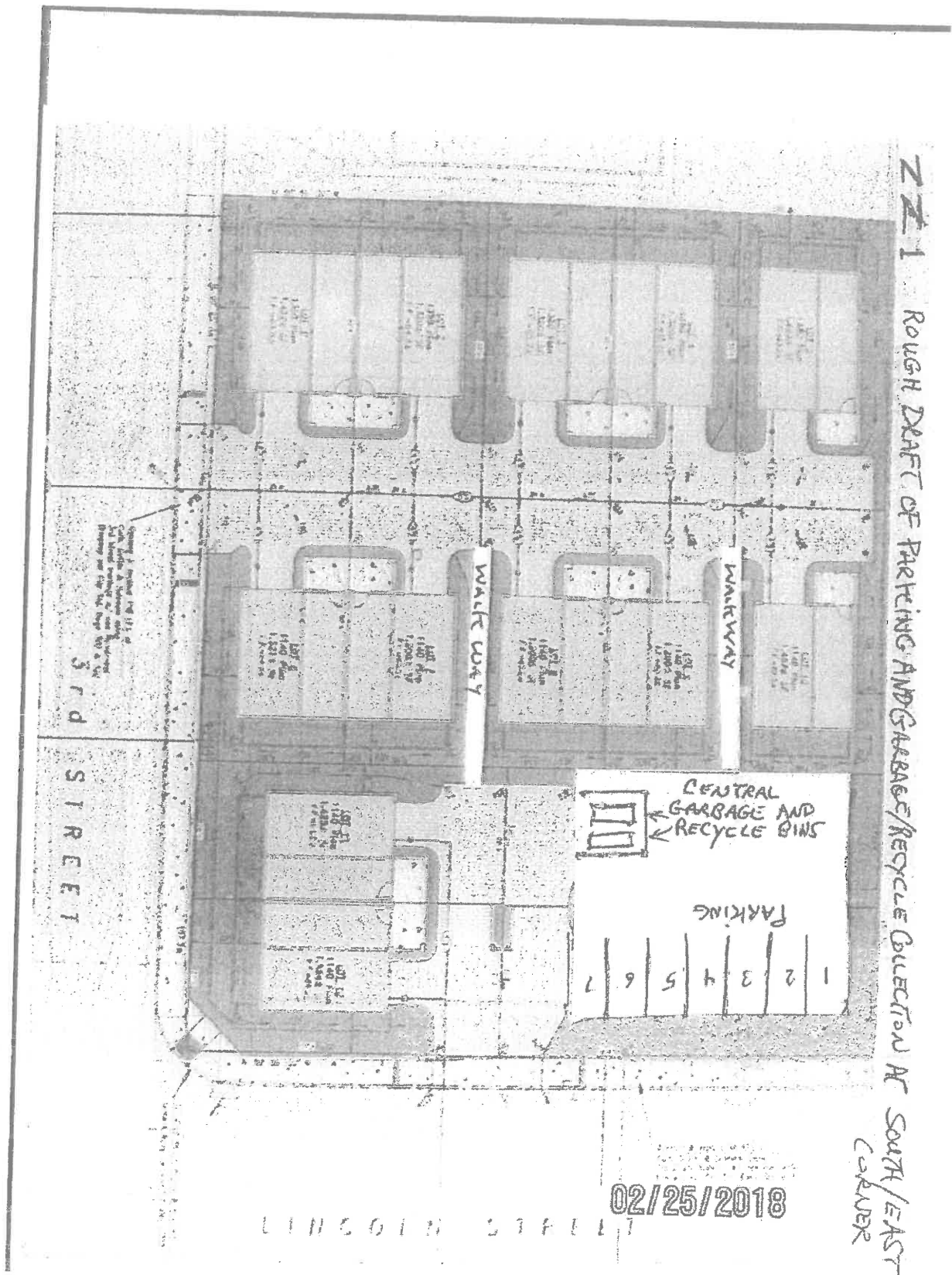
3RD STREET

WALKWAY

CAMPACT

PARKING

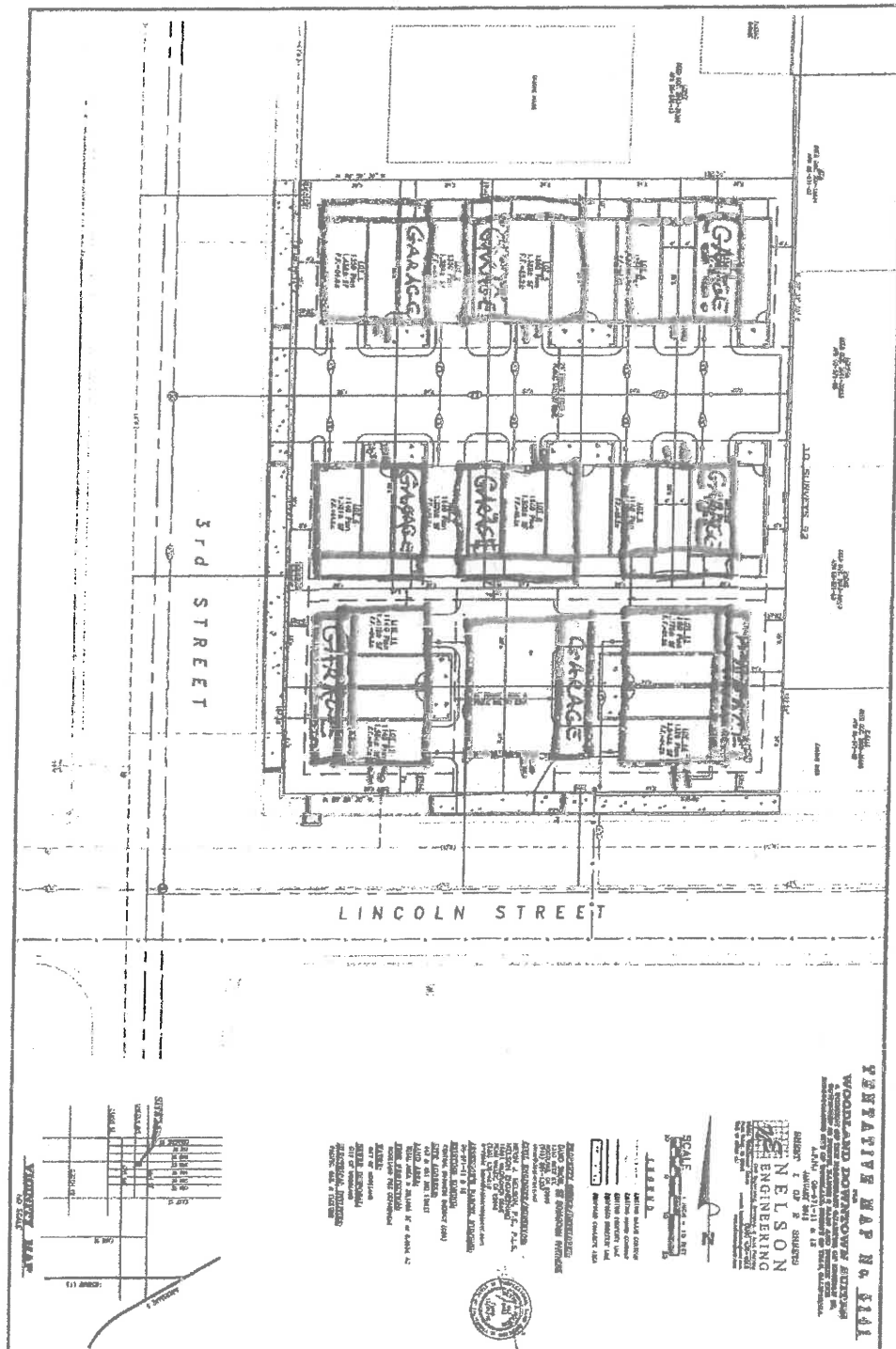
CENTRAL GARBAGE AND RECYCLE AREA

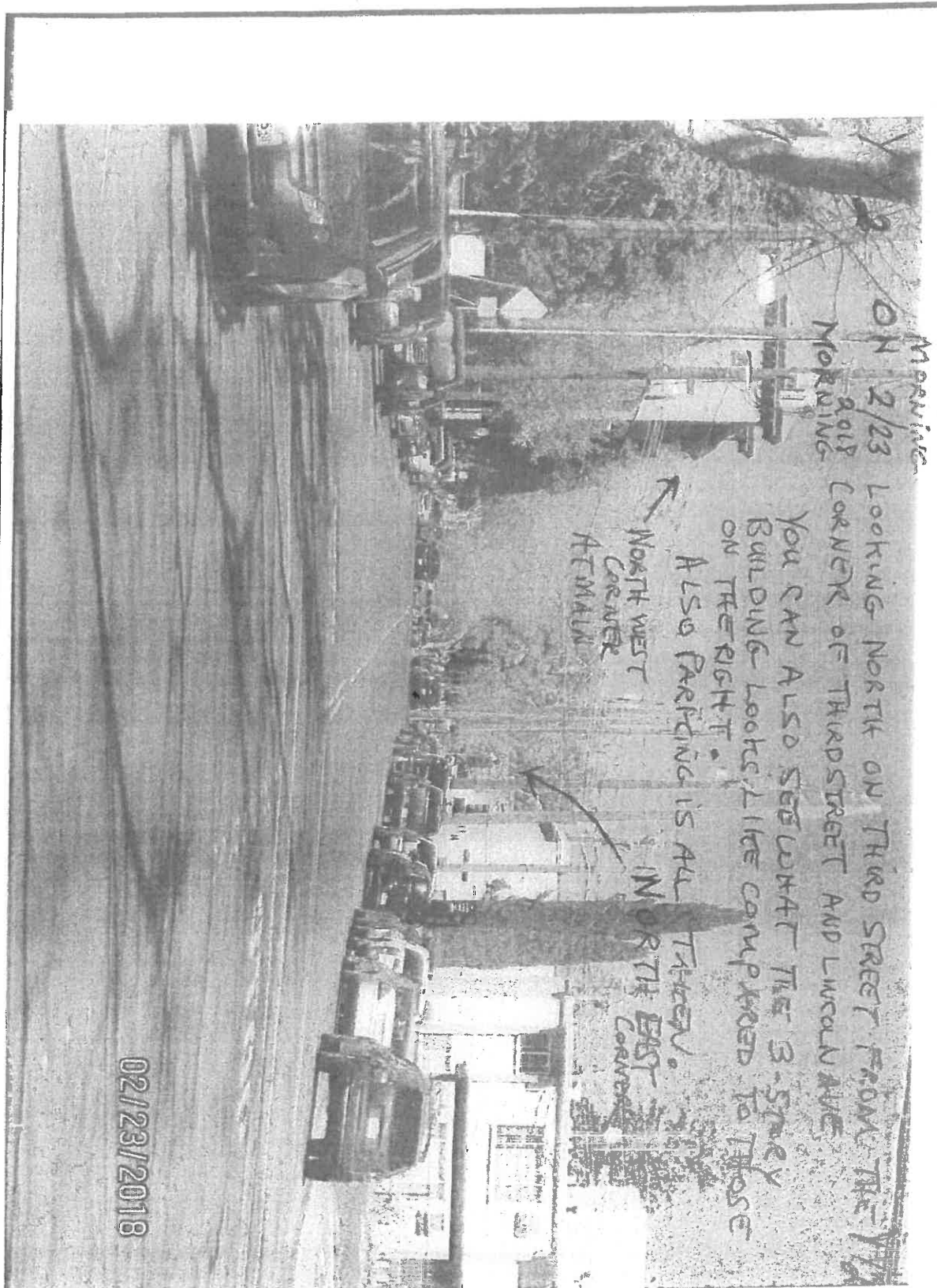


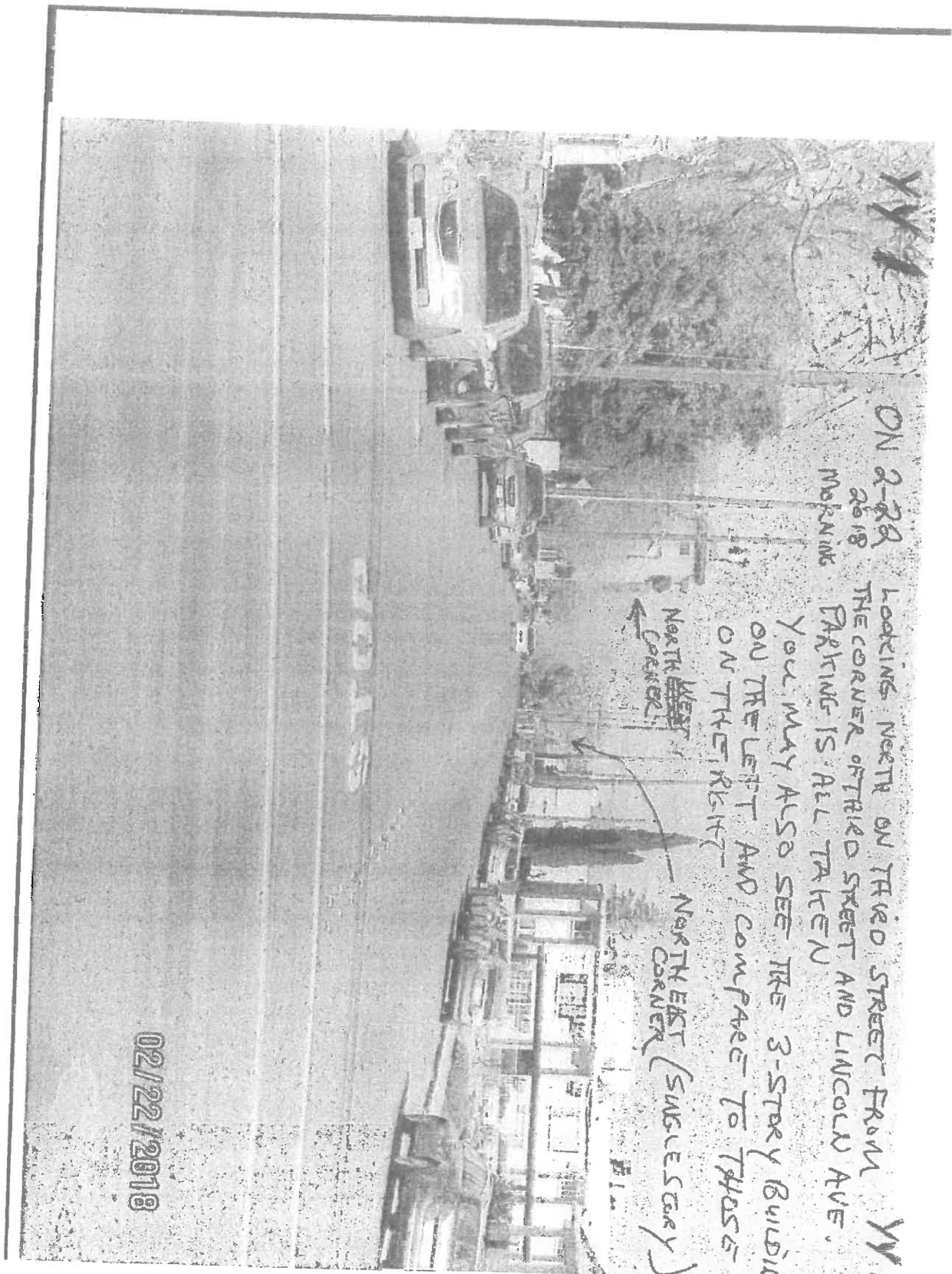
CONCERNS - RESEDENTIAL PROJECT LOCATED AT 447 AND 451 THIRD STREET, WOODLAND

XX 2

NINE - Two-Story UNITS WITH ATTACHED GARAGE







RESOLUTION NO. PC 18 - 02

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WOODLAND APPROVING TENTATIVE SUBDIVISION MAP NO. 5141
AND SITE PLAN AND DESIGN REVIEW FOR A 14-UNIT
RESIDENTIAL PROJECT LOCATED AT 447 AND 451 THIRD STREET
(APN 006-571-011 AND 006-571-012)**

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on March 1, 2018, to review and consider a request for Tentative Subdivision Map No. 5141, to subdivide two existing 0.32 and 0.14 acre parcels into 14 parcels measuring 1,200 square feet to 1,943 square feet, with an average lot size of 1,442 square feet as shown in **Exhibit A**. The Planning Commission also considered a related three-story, 14-unit residential, infill development project on the property, including Site Plan and Design Review of the proposal (**Exhibit B**). The property is located at 447 and 451 Third Street (APN 006-571-012 and 006-571-011); and

WHEREAS, the proposed project, as conditioned, is consistent with the provisions that have been outlined by the General Plan and meets all regulatory requirements of the Zoning Ordinance and Downtown Specific Plan; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within an area exceeding a three hundred foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Woodland Daily Democrat; and

WHEREAS, the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Code and satisfies all minimum physical standards required under the City's Zoning Code for a residential development; and

WHEREAS, the proposed use will be organized, designed, constructed, operated, and maintained so as to be compatible with the character of the area as intended in the General Plan; and

WHEREAS, the proposed use will not constitute a nuisance or be detrimental to the public welfare of the community, in that the intensity of the use is modest and designed at the minimum functional height required, and the use would be consistent with existing and permitted uses in the area; all conditions and requirements deemed necessary and in the public interest have been or will be met as they have been imposed on the application approval to reduce the impact of the use on adjacent properties and vicinity; and there are no significant privacy, noise, traffic, or parking concerns raised by the use; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), the proposed modified use is exempt from CEQA review per CEQA regulation (Title 14 of the California Code of Regulations) 15332. Regulation 15332 applies to infill development projects on less than five acres that will not have a significant effect on the environment; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the following findings, and determinations with respect to the proposed Tentative Parcel Map No. 5141 and the proposed 14-unit residential development project at 447 and 451 Third Street:

1. The proposed Tentative Subdivision Map is consistent with the City’s General Plan. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, residential land within the community.
2. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the property unsuitable for residential development.
3. The site is physically suitable for the proposed density of development. The site is of sufficient size and shape to allow the proposed density, and the parcel will be able to accommodate future development of residential uses given the shape and topography of the Project site.
4. The design of the parcel or the proposed improvements will not create substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
5. The design of the proposed parcel will not cause serious public health problems and is not anticipated to have substantial negative impacts on Project residents or occupants of the surrounding area.

The Planning Commission does hereby approve Application No. PLNG 18-00006 for Tentative Subdivision Map No. 5141 (**Exhibit A**) and Site Plan and Design Review for a proposed 14-unit residential development project at 447 & 451 Third Street (**Exhibit B**), subject to the recommended conditions of approval as provided in **Exhibit C**.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on March 1, 2018, by the following vote:

AYES: Harris, Holt, Lizarraga, Lopez, Ortega-Lampkin

NOES: None

ABSTAIN: None

ABSENT: Murphy, Wells

Marco Lizarraga, Chairperson

ATTEST:

Cindy Norris, Principal Planner

Exhibit A – Tentative Subdivision Map No. 5141

Exhibit B – Project Site Plan, Elevations and Floor Plans

Exhibit C – Conditions of Approval

Exhibit A

[Insert Tentative Subdivision Map No. 5141]

Exhibit B

[Insert Project Site Plan, Elevations and Floor Plans]

Exhibit C

Conditions of Approval

GENERAL

1. The project is as described in the staff report prepared for the March 1, 2018, Planning Commission meeting to approve Tentative Subdivision Map No. 5141 to divide the properties located at 447 and 451 Third Street into fourteen separate parcels with an average parcel size of 1,442 square feet. The project shall be carried out in substantial compliance with the submitted Tentative Subdivision Map No. 5141 dated January 2018, included in Exhibit A, and the submitted Site Plan and Elevations dated February 12, 2018, included in Exhibit B, except as modified in these conditions of approval and with any changes necessary to meet city codes and specifications.
2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.
3. Upon approval, the applicant will be required to submit a final parcel map. Prior to official recordation of the legal description and revised lots, the Community Development Department must approve this map.
4. Prior to issuance of a Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the Community Development Department. Minor design modifications shall require approval by the Community Development Director.
5. Prior to submittal for plan check, the applicant shall submit plans and elevations for review and approval by the Community Development Department. Once the final design drawings have been approved by the Community Development Department, two sets of the final plan set shall be provided to the Community Development Department to be date stamped and included in the project file. This set of plans shall be used for reference during the plan check review process. This Final Plan set, shall include all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s).
6. Final plans and building elevations incorporating all conditions of approval shall be coordinated and submitted to the Community Development Department as one package in accordance with plan check requirements. All plans, including site, landscape, lighting, mechanical and street improvement plans shall be coordinated for consistency prior to issuance of permits (such as encroachment or building). Any changes to the size, colors, construction materials, design or location of any structure or any other site or landscape improvement shall not be made without prior city approval. The applicant shall be responsible for coordinating all plans to ensure

consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.

7. Secure approval and satisfy requirements of all agencies of jurisdiction.
8. The applicant will be required to file a copy of the recorded instruments with the City of Woodland Community Development and the Public Works Department upon recordation of the revised parcels.
9. Applicant shall provide the Community Development Department with a check for the sum of \$25.00 made out to Yolo County to record the environmental document with Yolo County.
10. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.
11. Applicant shall be responsible for informing all subcontractors, consultants, engineers or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities.

PLANNING

12. Color and Materials. Applicant shall provide a color and materials sample board to be approved by the Community Development Department prior to building permit issuance. Stucco finish shall be light sand. Stucco trim shall be smooth finish. Applicant shall consider and incorporate appropriate glazing and placement of windows to minimize privacy related impacts to immediately adjacent neighbors, as well as balcony design/materials.
13. Landscape and Fencing. Applicant shall submit detailed landscape, irrigation and fencing plans to be approved by the Community Development Department prior to building permit issuance. The project shall comply with City and State Water Conservation Ordinance. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining.

Application shall work with Planning Staff to determine appropriate placement of trees and vegetation to provide added buffering and screening between the units and immediately adjacent properties.

Landscape plans shall specify the following:

- Locations, size and quantity of all plant materials.
- A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
- Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.
- Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
- Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
- Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
- Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.

14. Lighting. Applicant shall submit a detailed lighting plan including lighting design and specifications for all exterior lighting. Lighting within the shared driveways shall be a minimum of one foot-candle and shall not exceed 10 foot-candles unless otherwise determined by City.
15. Trash and Recycling. Each unit shall have adequate on-site storage for trash and recycle totes. Storage locations shall be on a paved surface and shown on the final site plan. Totes shall be screened from public view to the satisfaction of the Community Development Department. Applicant shall coordinate with Waste Management regarding effective location for trash pick up and/or consolidation of totes.
16. EV Charging. All units shall include a dedicated circuit for electric vehicle charging.
17. Solar. Each unit shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter) unless otherwise determined by City.
18. Roof Mounted Mechanical Equipment. Roof mounted mechanical or utility equipment, other than solar panels and related equipment, visible to the public shall be screened to the satisfaction of the Community Development Director. The method of screening shall be architecturally integrated with the structure in terms of materials, color, shape, and size.
19. Ground Mounted Mechanical Equipment. Any new ground mounted mechanical or utility structures, including air conditioning condensers and electrical transformers, shall be underground, located behind buildings and screened from public view where possible. If not possible, adequate screening shall be provided on three sides. Screening may include a combination of landscaping and masonry or lattice walls/horizontal fencing subject to Community Development Department approval.

20. Covenants Conditions & Restrictions. Prior to approval of the final map applicant shall submit three (3) copies of the CC&Rs to the Community Development Department for review and approval prior to recordation. CC&Rs to include:

- Garage conversion to residential use is prohibited.
- Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.

DEVELOPMENT ENGINEERING

Roadways

Third Street and Lincoln Avenue

21. After construction of the site, utility connections, and frontage connections, Owner shall micro-surface the full street in front of the project, inclusive of the intersection of Third Street and Lincoln Avenue in order to repair any damage from the resulting construction related to the project to along the frontage terminating 25-feet past the last disturbance of the road (to the east on Lincoln Avenue and north on Third Street).
22. The OWNER shall construct City Standard monolithic sidewalk, curb, gutter, and ADA compliant driveways along the frontage of the property.
23. OWNER shall reconstruct the corner of Third Street and Lincoln Avenue with a curb radius that meets ADA and City Engineering Standards to the satisfaction of the City Engineer prior to approval of Final Map and Subdivision Improvement Plans.
24. The OWNER shall replace/install City Standard ADA compliant curb ramps.
25. Unless otherwise determined by the City, Owner shall install two historic style streetlights of a type approved by the City, along the frontage of the property. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.
26. Private street section shall be in accordance with City public works standards structural section. Owner may present calculations for alternate materials.

Map Circulation

NA

Easements and Right of Way

27. A six (6) foot public utility easement back of (monolithic) sidewalk adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.

Final map shall dedicate in fee right of way a chord at the corner of Third Street and Lincoln Avenue large enough to accommodate the new curb radius listed in Condition #23 above as determined by the City.

28. Final map shall dedicate easements to allow connection of sewer, water, storm drain facilities across parcels and vehicular and pedestrian access, so that each parcel may attach to the public system. Easements may be dedicated through one of the following mechanisms:
- A. A legally binding CC&R document, reviewed and approved by the City and recorded on the title of the land;
 - B. Prior to approval of the final map the applicant shall enter into an agreement for Conveyance of Easements and record it against the property. The map shall reference the agreement; or
 - C. A statement on the map as follows, “We hereby reserve easements for reciprocal private access, drainage, utilities, and maintenance, on, over, and across Parcels __ and __ these easements shall bind and insure to the benefit of the heirs, administrators, executors, and successors of the grantors and are for the benefit of each of Parcels so described.”

Wastewater and Sewer Collection System

29. The property shall be connected to the City of Woodland’s sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards. Clean outs shall be installed at the property line for the on-site mains. If the main crosses the property line through a driveway the clean out shall be in a traffic rated box.
30. Private sewer mains shall be constructed in accordance with City Standards.

Storm Water

31. Owner shall provide pre project and post project storm drain run-off calculations during the design of public improvements; and demonstrate that hydromodification requirements have been met.

Storm Water Quality Control

32. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP’s to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
33. Project shall include low impact development standards to minimize storm drain run off, applicant shall submit a plan to minimize run off to the City for approval. The plan shall include such measures as bioretention basins, porous pavement, dry wells/trench drains, or other approved method as described in section E.12.b.(ii) of the phase II MS4 General permit (CAS000004), and demonstrate

that the amount of treated run off is in accordance with the section E.12.f E.12.e.ii.c of the phase II MS4 General permit. Applicant shall enter into an access, maintenance, and reporting agreement for such measures prior to certificate of occupancy. Owner will be required to enter into a maintenance agreement for onsite storm water treatment devices.

34. Prior to Final Map Owner shall submit post construction work sheet in accordance with Appendix 8 of the City's Post Construction Standards Manual; to demonstrate how the project is meeting low impact development standards, Hydromodification standards, and Storm Water Quality Standards. These calculations will be necessary to determine the final sizing of the proposed Storm Water Quality Measures.

OWNER may reference the City's Post Construction Standards Manual on the web.

<http://www.cityofwoodland.org/gov/depts/cd/divisions/engineering/development/h2oquality.asp>

35. Owner shall enter into a Stormwater Treatment Measure Access and Maintenance Agreement prior to final map.

Water Infrastructure Conditions

36. Private Water mains shall be constructed in accordance with City standards.
37. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
38. Two inch back of walk water main shall be abandoned to the main and reconnected at the north edge of the property (i.e. no 2" main will be in the front of project).
39. Each property shall have its own dedicated meter located in the PUE.
40. Landscape irrigation should be split proportionally to each property on site (i.e. sprinklers shall be plumbed for each lot to that lot's SFD).
41. All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.
42. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.

Broadband

NA

Grading

43. A topographic survey of the entire site and a comprehensive grading and drainage Construction Standards for additional requirements.
44. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
45. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

Flood

NA

Fees

46. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
47. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer. If contract inspection is necessary for the project Owner shall prefund a liability account and sign an advanced funding agreement.
48. All building shall pay applicable Multi Family Development Impact Fees or connection fees in effect at the time of building permit issuance
49. Prior to final map owner shall provide an appraisal of land costs or other value assessment to the City and pay Quimby fees in accordance with the City Municipal Code. These fees are in addition to the City's Parks Development Impact Fees.
50. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other

such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

General Conditions

51. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map
52. Owner shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
53. Prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
54. The project shall conform to County Health regulations and requirements for the abandonment of any onsite septic tanks and water wells. Prior to the approval of any construction permits, grading permits or the improvement plan the existing well shall be abandoned, and prior to abandonment of the well the developer shall provide to the City permission from all recipients that receive water to abandon the well.
55. Public improvements in addition to roadway, sidewalk curb and gutter, construction shall include water, sewer and storm drain mains, fire hydrants, street lights, landscaping and railroad crossing improvements.
56. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated. New utility lines shall be underground.
57. Sidewalk and right of way dedications shall be adjusted as necessary to maintain an ADA compliant path of travel around Utility poles and obstructions.
58. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.
59. If conditions for the project require Owner to construct improvements which benefit parties other than Owner, and are subject to reimbursement by others as determined by the City Engineer, Owner may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to

collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

60. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.
61. Prior to approval of the final map the applicant shall establish a Home Owners Association.
62. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Reyna Pinon, Environmental Resource Analyst, at 661-2063 for more information.
63. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.

BUILDING

64. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - A. 2016 California Building Code
 - B. 2016 California Plumbing Code
 - C. 2016 California Mechanical Code
 - D. 2016 California Electrical Code
 - E. 2016 Building Energy Efficiency Standards
 - F. 2016 California Green Building Code
 - G. The Code of the City of Woodland
65. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
 - a. Recycle plan is required at time of permit issuance along with a \$1000 deposit.
 - b. Prior to any work being performed, clearance from Yolo Solano Air Quality Management District is required.
66. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
67. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
68. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
69. A soils investigation report shall be provide as specified in section 1803.2 of the 2016 CBC.
 - c. Footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6.1* **and for concrete slab foundations** the design shall be in

accordance with *CBC 1806.6.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils* or *WRI/CRSI Design of Slab-on-Ground Foundations* and the specific recommendations as noted in the geotechnical engineering report.

- d. Other foundation and slab designs, approved by the soils engineer, would be acceptable as all living areas are located on the second and third floors.

70. Projects smaller than one acre shall meet all requirements to prevent storm water runoff from entering the City's storm system per the City's Stormwater Ordinance (Section 23D), and may be required to submit an Erosion and Sediment Control Plan prepared by a Qualified SWPPP Developer (QSD).

71. Low Impact Development and Hydromodification: All projects within the City of Woodland are required to comply with City's newly adopted Post Construction Standard Plan to reduce post-runoff in compliance with the City's Phase II MS4 permit with the State Water Resources Control Board. For specific requirements, check the flowchart on the City's website.



TO: MEMBERS OF THE PLANNING COMMISSION
DATE: March 1, 2018
ITEM #: 1.
SUBJECT: Woodland Downtown Suites - Tentative Subdivision Map,
Site Plan and Design Review

Recommendation for Action:

Staff recommends that the Planning Commission take action on the following:

1. Conduct the public hearing;
2. Adopt Resolution No. _____ (Attachment 1), approving the 14-lot, Tentative Subdivision Map No. 5141, and approving the Site Plan and Design Review application for a 14-unit, residential development proposal at 447 & 451 3rd Street in the Downtown Specific Plan, Area D.

Staff Contact:

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

Report in Brief:

Project Location and Description - On January 2, 2018, project applicant, Dave Snow, submitted Planning Application PLNG-18-00006 for a proposed 14-unit, residential infill development project located at the northeast corner of 447-451 Third Street. This site is located in Area D, a "Mixed Use District," of the Downtown Specific Plan Area.

The residential units are planned as "for-sale," market-rate units. Each unit will have a single car garage on the lower level (first floor); with levels 2 and 3 consisting of residential living space.

The request includes a 14-lot Tentative Subdivision Map to allow for individual ownership of each unit. The Planning Commission is asked to review and approve the proposed Tentative Subdivision Map and associated Site Plan and Design Review application as further described in this report.

An existing approximately 5,000 square foot warehouse/light industrial building, constructed in or around 1975, located on site will be demolished prior to construction of the proposed units. The building is currently unoccupied but formerly housed a tortilla making business and a motorcycle retail/repair shop.

APN - 006-571-011 and 006-571-012

Applicant/Owner - Dave Snow, SZ Downtown Partners

Environmental Report - Categorical Exemption, Class 32 Infill Development

Staff Recommendation - Recommend Planning Commission Approval with Conditions

Report For - Planning Commission Public Hearing - March 1, 2018

General Plan Designation - Downtown Mixed Use (DX)

Zoning Designation - Central Business District (CBD)

Specific Plan Designation - Downtown Specific Plan (DSP) Area D, Mixed Use District

Adjacent Land Uses and Zoning -

North - DSP Area D, Mixed Use District; single family homes, vacant lots, low-rise apartment

South - DSP Area C, Transition District; residential neighborhood

East - DSP Area D, Mixed Use District; duplex, single family, office uses

West - DSP Area D, single family homes, light industrial uses

Discussion:

Applicable Laws, Codes and Ordinances - The project is subject to several laws, codes and ordinances:

- The California Environmental Quality Act (CEQA)
- City of Woodland's General Plan
- City of Woodland's Zoning Ordinance
- Community Design Standards
- Subdivision Ordinance
- Downtown Specific Plan (and anticipated updates to the plan)

General Plan Consistency - The project is consistent with General Plan Land Use Policy 2.A.6, Infill Development which encourages infill and redevelopment of underutilized sites in existing urbanized areas to enhance community character; promote pedestrian and bicycle-friendly neighborhoods, increase housing diversity, ensure integrity of historic districts, optimize city investment in infrastructure, support increased transit use, and enhance economic vitality.

The project is also consistent with General Plan Housing Policies 9.A.9 and 9.D.2 which promote infill development and densification where possible.

The proposed 14-unit residential project meets these policy objectives by redeveloping an underutilized parcel within the Downtown Specific Plan area; an area anticipated to grow by 1,000 new residential units over the life of the 2035 General Plan. The project provides for much needed "missing middle" housing with a small per unit footprint and floorplan, ideal for Downtown infill. The project seeks to attract young working professionals, as well as empty nesters, desiring to live in a walkable urban environment. While the units are not income restricted, the applicant hopes to sell the units at a price that is affordable to first time buyers by keeping the units compact and efficient.

Further the proposal is consistent with the vision established in the General Plan for the Downtown Mixed Use (DX) land use designation which encompasses the historic downtown core. The DX designation allows for Floor Area Ratios (FAR) of 1.0 to 4.0 and unlimited residential density. The project's FAR is just over 1.0, meeting the minimum requirement, while respecting surrounding uses and the established historic residential neighborhood south of Lincoln Avenue.

Zoning Consistency

Land Use

The zoning land use designation for the site is Downtown Specific Plan - Area D. Area (or "District") D is described in the Specific Plan as a "Mixed Use District" with opportunities for infill development including residential, commercial, industrial, and institutional uses. The 14-unit residential development project is a "by-right" permitted use within this Downtown District; however, the Site Plan and Design Review application is elevated to the Planning Commission for review as it is directly tied to the concurrent request for a 14-lot Tentative Subdivision Map. Tentative Subdivision Maps require Planning Commission review and approval.

Setbacks

The site plan for the proposed residential development requires the following setbacks:

Setback Requirements		Proposed Setbacks
Front Yard	Average on the block	Average on the block*
Rear Yard	None, unless adjacent to residential, then 10 feet	Minimum 10 feet
Side Yard	None	Minimum 4 feet

*The proposal meets all of the zoning setback requirements. Staff also considered the front setback requirement in terms of average setbacks on the Third Street and Lincoln Avenue blocks and finds that the overall "streetfront" setbacks are generally consistent with existing buildings on each block. The proposed streetfront setbacks provide for a minimum six foot landscape buffer between the sidewalk and the buildings while maintaining an appropriate downtown, pedestrian oriented streetscape with structures located near the sidewalk.

Off Street Parking

Article 23 of the Zoning Regulations commencing with Section 25-23-01 addresses off-street parking and loading requirements. The proposed project is required to provide a minimum of one on-site parking space per residential unit. The project meets this requirement, providing one single car garage per unit. In response to neighborhood concerns, the applicant has identified six (6) additional on-site spaces for short term visitors. Additional off-site public parking is available immediately adjacent to the project site on Third Street and Lincoln Avenue.

Landscaping

Each residential unit/parcel will include a private, landscaped front and rear yard patio area. A minimum six foot landscape buffer will be located between the Third Street and Lincoln Avenue sidewalks and the units and between the units and the adjacent residential properties to the east and north. The applicant shall submit a detailed landscape and irrigation plan for review and approval prior to building permit issuance.

Project Design

The project consists of a contemporary design with varied roof lines and materials including stucco, horizontal Hardieplank, and board and batten Hardiepanel siding. Roofing materials consist of cement tile and metal standing seam. The units are broken into eight separate buildings to minimize project massing and help create the feeling of individual homes.

The General Plan Urban Form Characteristics for the Downtown area state that new development shall be between two and six-stories in height and that single story buildings are strongly discouraged. The Downtown Specific Plan allows for a 65 foot maximum height for projects in "Area D." The proposed project has a maximum height of 37 feet. Mr. Snow intentionally limited the overall height of the project to three stories based on an evaluation of existing surrounding uses which include predominately one and one-and-a-half story single family homes. Further consideration was given to immediately adjacent properties and their privacy through the use of higher placed windows and/or the elimination of windows entirely. The strategic placement of trees and landscaping will provide additional privacy and buffering between the project and adjacent properties.

The applicant has worked closely with staff and the Planning Commission Design Review Liaison on minor enhancements to the project design including incorporation of additional windows on the Third Street and Lincoln Avenue elevations to provide added transparency and allow for more "eyes on the street," which will enhance both the pedestrian experience as well as neighborhood safety.

The applicant has paid particular attention to the project's lighting plan to improve resident and neighborhood safety, while enhancing and staying true to the more contemporary elements of the project design. Additional historic style street lights may be required along the frontage of the property to ensure adequate lighting in and around the project, along the sidewalk and public right of way.

Durable trellis structures incorporating a landscape "screen" were added to soften those elevations facing Third Street and

Lincoln Avenue. The applicant continues to work with city staff on a color pallet that maintains a contemporary feel and a unified project design, while providing some variation between the buildings and/or individual units.

Climate Action Plan

The City of Woodland's 2035 Climate Action Plan (CAP) presents a set of community-generated strategies to guide the City of Woodland, its residents and local businesses in reducing greenhouse gas (GHG) emissions consistent with State goals for addressing California's contributions to climate change.

The proposed project complies with various strategies as outlined in the CAP. In addition to meeting California Title 24 building efficiency requirements, a few notable strategies unique to the project include:

1. Strategy T/LU-2: Infill Development, Redevelopment, and Repurposing. The proposed project takes advantage of an underutilized parcel within the city's urban core where residents can easily walk to Main Street shops and businesses, reducing motor vehicle trips.
2. Strategy T/LU-3: Smart Growth in New Development. The project density is 34 units to the acre, which is generally considering high density housing in Woodland, and is ideally located within walking distance to Downtown Main Street.
3. Strategy T/LU-7: Increased Use of Alternative-Fuel Vehicles. Each residential unit will have a dedicated circuit for electric vehicle charging in the garage.

Tentative Subdivision Map

The project includes a request for a 14-lot tentative subdivision map to allow for the individual sale of each of the proposed residential units. The lots range in size from 1,200 square feet to 1,943 square feet in size, with an average lot size of 1,442 square feet. Lots range from 24 feet to 30 feet in width and 50 feet to 71 feet in length/depth. There is no minimum lot size requirement. The proposed building envelopes meet all applicable setback requirements. Shared reciprocal access and utility easements shall be recorded to ensure accessibility to all lots and utility repair/maintenance as needed.

Environmental Assessment

Pursuant to the California Environmental Quality Act ("CEQA"), the proposed project is exempt from CEQA review per CEQA regulation (Title 14 of the California Code of Regulations) 15332. Regulation 15332 applies to infill development projects on less than five acres that will not have a significant effect on the environment.

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat
- Notices were mailed to all property owners within 300 feet of the project site

Copies of the factual staff report for the proposed project have been on file at City Hall since February 23, 2018.

Neighborhood Outreach

On Monday, February 12, 2018, the Planning Division hosted an informational meeting with neighbors of the proposed project to allow residents an opportunity to learn more about the project prior to the Planning Commission Public Hearing. Attendees were able to ask questions and express concerns and/or support for the project. Approximately 24 neighbors attended the meeting and staff received additional emails and phone calls regarding the project from residents unable to attend. A few common concerns were expressed, as summarized below:

Traffic - A number of residents expressed significant concern with the traffic speeds and volume of cars traveling down Third Street, particularly south of Lincoln. This is a long standing and ongoing concern as Third Street is one of the few north-south roadways connecting Main Street all the way to Gibson Road. Staff will continue to collaborate with members of the Traffic Safety Committee to address excessive vehicle speed on Third Street. However, the proposed

project is not anticipated to add significantly to the traffic volume along Third Street or Lincoln Avenue. Any street parking along Third Street from guests visiting the the project may help calm traffic along Third Street by virtue of the "friction" generated by on-street parking which is proven to slow traffic speeds. However, it is recognized that this particular street is challenging as it is a default "connector" for individuals traveling south to Gibson so additional calming measures should be considered.

Parking - In addition to traffic concerns, residents, particularly those residing south of Lincoln Avenue on Third Street, expressed concern with the number of cars currently parking on the street in front of their homes making it difficult to pull trash to the curb, to allow for street cleaning, to find their own on-street parking in front of their residence, and to provide for guest parking. It does appear that vehicles parked on the street belong to Third Street residents and guests of existing residents as several homes south of Lincoln Avenue have limited to no on-site parking. If the excessive street parking results from the project's occupants and visitors, a resident neighborhood parking permit from Lincoln south along Third Street should be considered, since the Project occupants may park along and north of Lincoln.

The proposed project includes one, on-site, covered parking space per unit. The applicant will be marketing the units to young adults and "empty nesters" desiring to live in a more urban environment with amenities in walking distance and where the need for and reliance on two vehicles per household is reduced. However, in response to neighbor concerns, staff worked with the applicant to identify additional areas for on-site parking for both residents and limited term guests if/when adjacent on-street parking is unavailable. Six additional on-site spaces were identified to meet this purpose.

Ownership - Staff has received questions and concern from nearby residents regarding eventual ownership status of each unit. Some neighbors have expressed concern about the number of rental properties in the immediate vicinity of the project. This project includes all market-rate, for-sale units. Each unit is intended to be individually owned; however there is no exclusion prohibiting an owner from renting his/her unit over time.

Design - During the neighborhood meeting, several attendees commented on the architectural style and design of the project. Several felt strongly that the project design should better reflect the traditional and historical character of the existing homes in the vicinity, while others supported the more contemporary design of the project.

The Downtown Specific Plan requires high-quality design that is compatible with the historic quality of the community, while encouraging creativity and diversity. It does not require new development to resemble or replicate traditional/historic style architecture. Staff review of the proposed project focused on reinforcing the existing rhythm of downtown development patterns including proximity to the street, transparency through added windows and open style fencing, minimizing driveway entrances to enhance and improve the pedestrian experience, and by ensuring interesting massing and articulation of the buildings particularly along Third Street and Lincoln Avenue.

Entitlements

The Planning Commission shall base its decision on the conformity of the tentative map, together with the provisions for its design and improvements, with the requirements of the Subdivision Ordinance, the Zoning Ordinance, the General Plan, any applicable specific plans and any other applicable ordinance, resolutions or provisions of law. If the tentative map complies with all of the requirements of the Chapter and the Subdivision Map Act, the Planning Commission may approve or conditionally approve the map. Site Plan and Design Review approval shall be based on a determination that the project is consistent with applicable provisions of the Zoning Ordinance, Downtown Specific Plan, Community Design Standards and the General Plan.

Appeal

The subdivider, or any party adversely affected by the decision, the City Council, an individual City Council Member, or the City Manager or Community Development Director, may appeal any action of the Planning Commission with respect to a tentative map to the City Council within ten (10) days after the action of the Planning Commission. No conflict of interest shall exist solely by reason of the filing of an appeal by the City Council, an individual City Council Member, or the City Manager or Community Development Director. Any such appeal shall be filed with the City Clerk and, except an appeal by the City Council, a City Council member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. Upon the filing of an appeal, the City Clerk shall set the matter for hearing. Such hearing shall be held within thirty days after the date of filing the appeal. Within ten days or at its next regular meeting following the conclusion of the hearing; the City Council shall render its decision on the appeal.

Conclusion:

Staff recommends approval of the project by making an affirmative motion as follows:

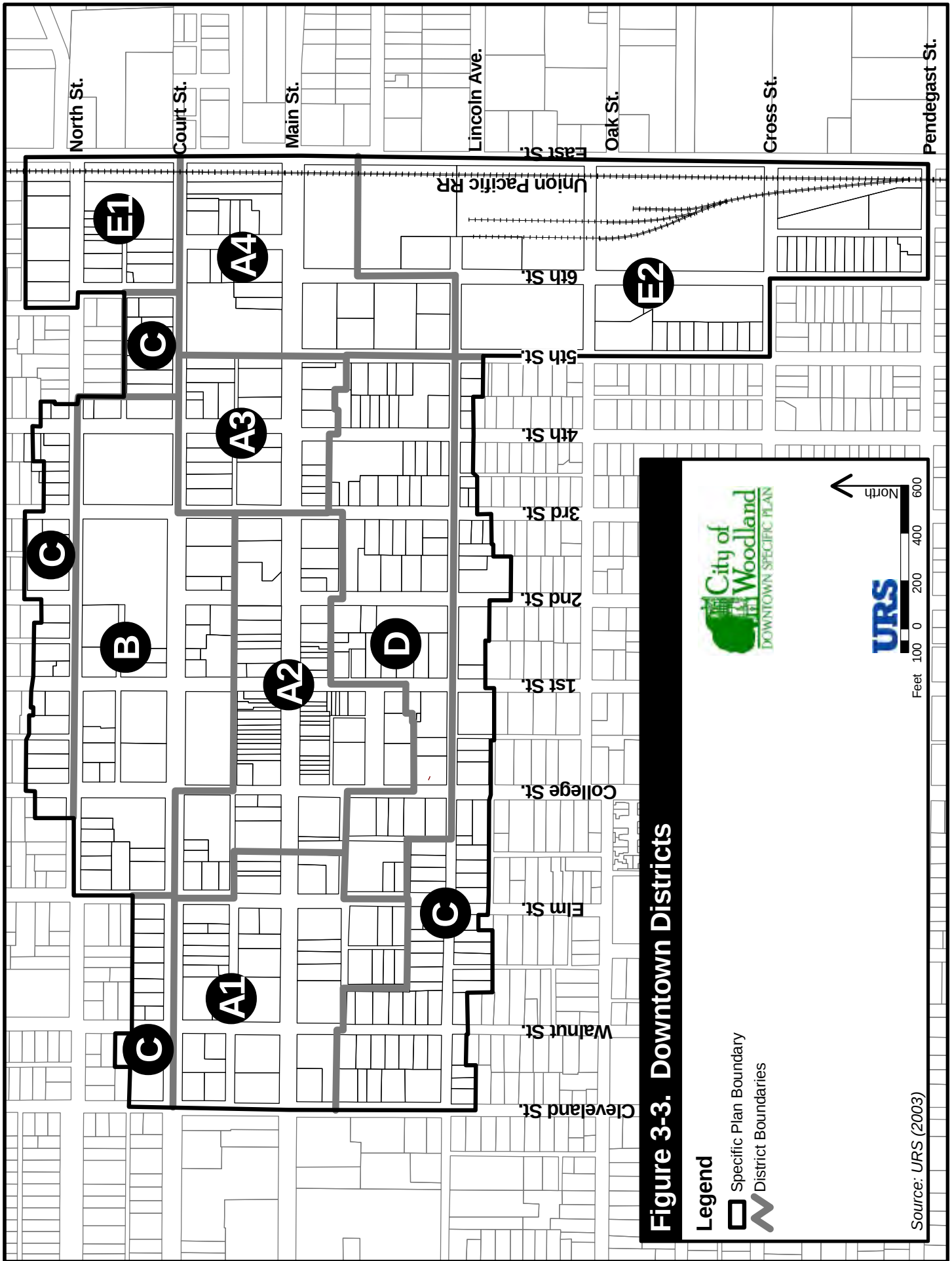
1. **Motion #1: Move that the Planning Commission Adopt Resolution No. PC 18-_____**, approving Tentative Subdivision Map No.5141, and approving the Site Plan and Design Review application for a 14-unit, residential development proposal at 447 & 451 Third Street in the Downtown Specific Plan, Area D.

Prepared By: Erika Bumgardner, Senior Planner

Reviewed By: Cindy Norris, Principal Planner

ATTACHMENTS:

Description	Upload Date	Type
1 - Resolution and Conditions of Approval	2/23/2018	Resolution
Tentative Subdivision Map No 5141	2/22/2018	Map
Site Plan, Elevations, Floor Plans	2/22/2018	Exhibit
Project Rendering 1	2/22/2018	Exhibit
Project Rendering 2	2/22/2018	Exhibit
Project Rendering 3	2/22/2018	Exhibit
General Application	2/22/2018	Backup Material





TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 14.
SUBJECT: Mobilitie Small Cell Co-location CUP and License Agreement

Recommendation for Action:

Staff recommends that the City Council

- (1) Conduct the public hearing;
- (2) Approve the Conditional Use Permit (CUP) for the construction and operation of two small cell co-location telecommunications facilities and the installation of related equipment co-located on two separate City of Woodland light poles within the public right-of-way. Site One: located on the north side of West Cross Street just east of Community Lane (Lat-Long 38.67223300, -121.79109100) Site Two: located on Lincoln Avenue, near the intersection of Summertree Lane (Lat-Long 38.676177, -121.789697); and
- (3) Adopt the attached resolution authorizing the City Manager to execute the Communications Site License Agreement with Mobilitie LLC Wireless for the small cell locations.

Staff Contact:

Megan Meier, Associate Planner, (530) 661-5814, megan.meier@cityofwoodland.org

Fiscal Impact:

The License Agreement between the City of Woodland and Mobilitie LLC set a base rent of \$2,400 per year. The Annual Rent is based upon a monthly lease payment of \$200 per month (the per pole fee shall be increased by the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index-Urban Consumers (CPI-U) for the region). The initial term of the agreement shall be for 20 years with the option for five (5) additional five (5) year renewal periods. The Aggregate Annual License Fee is due and payable each year in advance at the anniversary of the Commencement Date. The total potential rent per pole (excluding CPI-U increase) to the city will be \$108,000 over the full 45 year term of the license agreement. This rent is consistent with the approximate lease rates of surrounding communities. Mobilitie LLC will be responsible for all costs associated with installation, maintenance, and utilities associated with their facilities. This agreement allows Mobilitie LLC to add additional small cell co-location light poles subject to the same terms upon entitlement approvals.

Background:

The applicant, Mobilitie, proposes to construct and operate two small cell co-location telecommunications facilities and the installation of related equipment on City light poles within the public right-of-way. Mobilitie is licensed by the California Public Utility Commission as a CLED (Competitive Local Exchange Carrier) to construct the network infrastructure. Mobilitie does not provide wireless services to customers directly, rather they lease infrastructure capacity to various wireless/cellular carriers who provide service to customers.

Site One: (Lat-Long 38.67223300, -121.79109100) APN 065-300-009

The proposed co-location for Site One will replace an existing 20-foot tall light pole with a 26-foot pole, located on the north side of West Cross Street just east of Community Lane (see Att. 1, Exhibit B, Site Plans/Elevations). The pole location is adjacent to multifamily residential. All mechanical equipment is proposed to be co-located on the existing City light pole within the public right of way (PROW). The 26-foot tall pole will have an antenna attached at the top with a remote PG&E metering sensor and then encased in a smooth shroud. The finished height of the light pole with all equipment will be 30-feet 3-inches tall.

Site two: (Lat-Long 38.676177, -121.789697) APN 065-280-039

Site Two proposed co-location will re-purpose an existing 28-foot tall light pole located on Lincoln Avenue, near the intersection of Summertree Lane (see Att. 1, Exhibit B, Site Plans/Elevations). The pole location is within the public right of way directly adjacent to a self-service car wash. This site is also proposing to use the remote PG&E metering sensor on the antenna with the shroud for a total height of 32-feet 3-inches tall.

Both proposed facility will also have the following mechanical equipment attached to the poles:

- Disconnect switch
- Radio Frequency Signage (Per Pule 94.5)
- Radio Head
- UE Relay
- Antenna with attached PG&E meter and sheath cover

Discussion:

The telecommunications industry is always evolving to meet the needs of its customers and the environment in which it operates. Rather than locating antennas on large mono-poles or lattice tower structures in and around the City, many providers are opting to supplement coverage with the use of “small cell” sites that can be collocated on existing street light poles, joint utility poles or on stoplights. The advantages to such a network can include better distribution and consistency of cellular coverage and signal strength throughout the community, with smaller scale and less powerful, but more frequently occurring equipment. The key challenge to such systems is to locate them within residential areas of the City while minimizing the aesthetic impacts both in the short and long-term. The industry is deploying smaller cell sites in the future to work in tandem with large cell towers to fill in gaps not fully covered by the towers and to start the infrastructure for the idea of a “Smart City;” potentially to meet the future requirements of 5G and the use of autonomous vehicles.

The City Council’s consideration of the Conditional Use Permit (CUP) is governed by both the City’s local zoning regulations and the Federal Telecommunications Act (47 USCS § 332). Under the City’s local regulations, in order to approve the CUP, the project must be consistent with the General Plan and Zoning for the site and comply with the development standards for wireless telecommunication facilities set forth in the Wireless Communication Facilities Ordinance, and the Council must make the findings required for a Conditional Use Permit per Article 27 of the Woodland Zoning Ordinance.

The Federal Telecommunications Act limits the Council’s consideration of the project under these local standards. Federal law prohibits the City from either conditioning or denying the project based on concerns stemming from the environmental effects of radio frequency emissions (“RF”) if the proposed facility complies with federal RF standards. The applicant has provided information on RF Compliance report Maps indicating that the proposed project complies with federal RF standards. (See Attachment 4 – Radio Frequency – Electromagnetic Energy Compliance Report).

STAFF ANALYSIS

Staff supports this project subject to the recommended conditions of approval and provides the following analysis:

Telecommunications facilities are public utilities, which provide communications systems to meet the needs of residents and businesses in Woodland. The proposed facility would improve coverage, and in addition to meeting the needs of residents and businesses, would benefit public safety response to health and safety concerns.

Commission/Committee Recommendation:

The Planning Commission at its meeting on March 1, 2018, recommended approval on a 5-0 vote of the proposed Conditional Use Permit. The Planning Commission received public comments during the public hearing on concerns of the aesthetic impact telecommunication towers and equipment have on a community. The applicant discussed the proposed method of locating equipment on the pole rather than on the ground, thereby further minimizing the aesthetic impact of the facilities.

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat ten days prior to the public hearing; and
- Notices were mailed to all property owners within 300 feet of the project site on Friday, 23, 2018.

Copies of the staff report for the proposed project have been on file at City Hall since Thursday, March 29, 2018.

Conclusion:

Staff recommends that the City Council

(1) Conduct the public hearing;

(2) Approve the Conditional Use Permit (CUP) for the construction and operation of two small cell co-location telecommunications facilities and the installation of related equipment co-located on two separate City of Woodland light poles within the public right-of-way. Site One: located on the north side of West Cross Street just east of Community Lane (Lat-Long 38.67223300, -121.79109100) Site Two: located on Lincoln Avenue, near the intersection of Summertree Lane (Lat-Long 38.676177, -121.789697); and

(3) Adopt the attached resolution authorizing the City Manager to execute the Communications Site License Agreement with Mobilitie LLC Wireless for the small cell locations

Prepared By: Megan Meier, Associate Planner

Reviewed By: Cindy Norris, Principal Planner



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Attachment 1 - City Council Resolution-Conditional Use Permit	3/28/2018	Resolution

Attachment 2 - City Council Resolution - License Agreement	3/29/2018	Cover Memo
Attachment 3- Application, Photo Simulations, Example Photos	3/28/2018	Backup Material
Attachment 4 - Radio Frequency – Electromagnetic Compliance Report	3/28/2018	Backup Material
Attachment 5 - Coverage Map	3/28/2018	Backup Material

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION AND OPERATION OF TWO SMALL CELL COLOCATION TELOCOMMUNICATIONS FACILITIES LOCATED ON CITY OF WOODLAND LIGHT POLES WITHIN THE PUBLIC RIGHT-OF-WAY. LOCATED AT APNs 065-300-009 (LAT-LONG 38.67223300, -121.79109100) AND APN 065-280-039 LOCATED AT (LAT-LONG 38.676177, -121.789697)

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on April 3, 2018, to review and consider approval of a Conditional Use Permit to allow the construction and operation of two small cell colocation facilities on City light poles located in the public right-of-way: (1) Site One: located on the north side of West Cross just east of Community Lane APN 065-300-009 (Lat-Long 38.67223300, -121.79109100) and (2) Site two: located on Lincoln Avenue, near the intersection of Summertree Lane APN 065-280-039 (Lat-Long 38.676177, -121.789697). ; and

WHEREAS, the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Ordinance and satisfies all minimum physical standards required under the City's Zoning Ordinance for wireless facilities; and

WHEREAS, the design and appearance of the telecommunications facility is consistent or compatible with the development and design of the surrounding structures and neighborhood; and

WHEREAS, the proposed use will be organized, designed, constructed, operated, and maintained so as to be compatible with the character of the area as intended in the General Plan; and

WHEREAS, adequate streets and highways exist to carry the type and quantity of traffic anticipated to accommodate access for maintenance and/or service vehicles; and

WHEREAS, the proposed use will not constitute a nuisance or be detrimental to the public welfare of the community, in that the intensity of the use is modest and designed at the minimum functional height required, and the use would be consistent with existing and permitted uses in the area; all conditions and requirements deemed necessary and in the public interest have been or will be met as they have been imposed on the application approval to reduce the impact of the use on adjacent properties and vicinity; and there are no significant privacy, noise, traffic, or parking concerns raised by the use; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed Conditional Use Permit qualifies for CEQA Class 2 (Replacement or Reconstruction) and Class 3 (New Construction or Conversion of Small Structures) Categorical Exemptions as the project consists of replacing an existing structure with a new structure in the same location

and will involve negligible expansion, with only minor exterior modifications to the structure. The proposed colocation facility will replace an existing light pole, and the equipment shelter is not more than 300 square feet in size and shall be located directly adjacent to the existing soccer field; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby:

1. Finds that the proposed project meets all minimum physical standards for a wireless facility, as provided for in the City's Zoning Code.
2. Finds that the proposed 30-foot and 32-foot tall telecommunication cellular towers are the minimum height necessary to meet the technical requirements of the facility.
3. Recommends City Council approval of the Conditional Use Permit (CUP) allowing the applicant, Mobilitie, to construct and operate a 30-foot and 32-foot colocation facility and if needed install related ground equipment at two separate sites within the City of Woodland. The project Conditions of Approval are attached hereto as Exhibit A and incorporated by this reference. The approved site plans and elevations are attached hereto as Exhibit B and incorporated by this reference.

PASSED AND ADOPTED by the City Council on the 3rd day of April, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

EXHIBIT A

CONDITIONS OF APPROVAL

PLANNING

1. The approved project is as described in the staff report and exhibits for the March 20th City Council meeting to allow the construction and operation of a 30-foot tall and a 32-foot tall small cell colocation facility on two separate City light poles and if needed the installation of related ground equipment. Site one located at (Lat-Long 38.67223300, -121.79109100) and site two located at (Lat-Long 38.676177, -121.789697)
2. The project shall be constructed as depicted on the attached elevations (Exhibit B).
3. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.
4. The applicant shall secure approval and satisfy requirements of all agencies that have jurisdiction.
5. Final Plan Set: Prior to the issuance of building permits, the applicant shall include a Final plan set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s).
6. The CUP must be exercised within one year of issuance, or it shall be null and void without further action; except that the Community Development Director may extend the approval of a CUP for one (1) additional year, with the same conditions of approval, if circumstances have not changed. The request in writing must be received prior to the expiration of the use permit.
7. Applicant shall work with the Public Works Divisions to finalize the design and installation of all mechanical equipment.
8. Applicant shall install the replacement light pole in compliance with all Public Works requirements at the direction of the Public Works Director.
9. Any replacement and/or upgrade of the antennae and associated equipment shall be consistent with the Zoning Ordinance.

10. No signs, other than warning, FAA structure identification, and safety signage, shall be located on the tower or ancillary facility.
11. Forty-five (45) days from the initiation of service, the applicant shall provide the City certification by an RF engineer, stating the RFR measurements meet the FCC Radiofrequency (RF) Radiation Standards.
12. Within three days of the City Council hearing, the applicant shall provide the Community Development Department with a check for the sum of \$25 made payable to Yolo County for recording the environmental document with the County.
13. If the operation of this use results in conflicts with the General Plan or Zoning Ordinance pertaining to appearance, exterior noise, or other factors that detract from the normal land use associated with the zoning designation and at the discretion of the Director of Community Development, this conditional use permit may be submitted to the Planning Commission for their subsequent review at a public hearing. If necessary, the Planning Commission may modify or add conditions of approval to mitigate such impacts, or may revoke the said conditional use permit approval.

DEVELOPMENT ENGINEERING DIVISION

14. Prior to construction, applicant shall obtain an encroachment permit from the City for any work within the right-of-way. Applicant shall be responsible for all encroachment permit fees including; plan check, traffic control, inspection of improvements, and inspections of existing facilities and repair of same. All repairs shall be done by a qualified licensed contractor subject to the approval of the City.
15. The light standard is property of the City and shall be removed, salvaged, and returned to the City. Not less than 10 Calendar days prior to start of construction applicant shall contact the inspector and the Public Works Department to determine location of delivery of the light standard.
16. A minimum of 10 calendar days prior to start of construction applicant shall contact the City Inspector and the City Community Services Department. Unless otherwise approved in writing construction time shall be limited to M-F from 7 am – 3 pm. .
17. Applicant shall submit insurance naming the City additionally insured. Additionally, as determined by the City Engineer, applicant may be required to post security and enter into an agreement for improvement of the site.
18. Applicant shall maintain a safe and secure job site at all times and shall provide a 24 hour emergency contact to the City prior to start of construction.

BUILDING

19. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - 2016 California Building Code
 - 2016 California Plumbing Code
 - 2016 California Mechanical Code
 - 2063 California Electrical Code
 - 2016 Building Energy Efficiency Standards
 - The Code of the City of Woodland
20. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
21. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
22. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
23. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the buildings.
24. Applicant to submit for review a geotechnical soils report with construction documents.

PUBLIC WORKS

25. Upon approval of the Conditional Use Permit, prior to installation of any facility or related equipment, will be approved by Public Works and shall be incorporated into the final plans approval.
26. The applicant shall provide a 24 hour service hotline for all maintenance on small cell equipment and light pole
27. The applicant shall provide a replacement pole to be stored at the Public Works maintenance yard for emergency pole replacement
28. The applicant shall provide an independent energy source for all small cell equipment.

POLICE

29. In coordination and upon request by either or both Police Department and Fire Departments, a frequency/intermodulation study shall be prepared. Service shall not be initiated until the departments have reviewed and found the study to be acceptable.
30. If it is found that the project causes or will cause interference with Public Safety communications, then the service provider(s) shall be solely responsible for the removal, adjustment, or replacement of the facilities.

PG&E

31. The relocation of any existing PG&E facilities shall be done at the applicant's sole cost and expense. The applicant shall contact USA at (800) 227-2600 to locate existing facilities prior to digging.

EXHIBIT B

GENERAL NOTES

1. THE CITY OF WOODLAND IS PROVIDING THIS INFORMATION FOR YOUR INFORMATION ONLY. THE CITY OF WOODLAND DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE CITY OF WOODLAND DOES NOT ASSUME ANY LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CITY OF WOODLAND DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS INFORMATION.

PROJECT DESCRIPTION

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NOT FOR CONSTRUCTION

WOODLAND, CA 95669

DATE: 1/1/2019

SCALE: 1"=100'

GENERAL NOTES

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WOODLAND, CA 95669

DATE: 1/1/2019

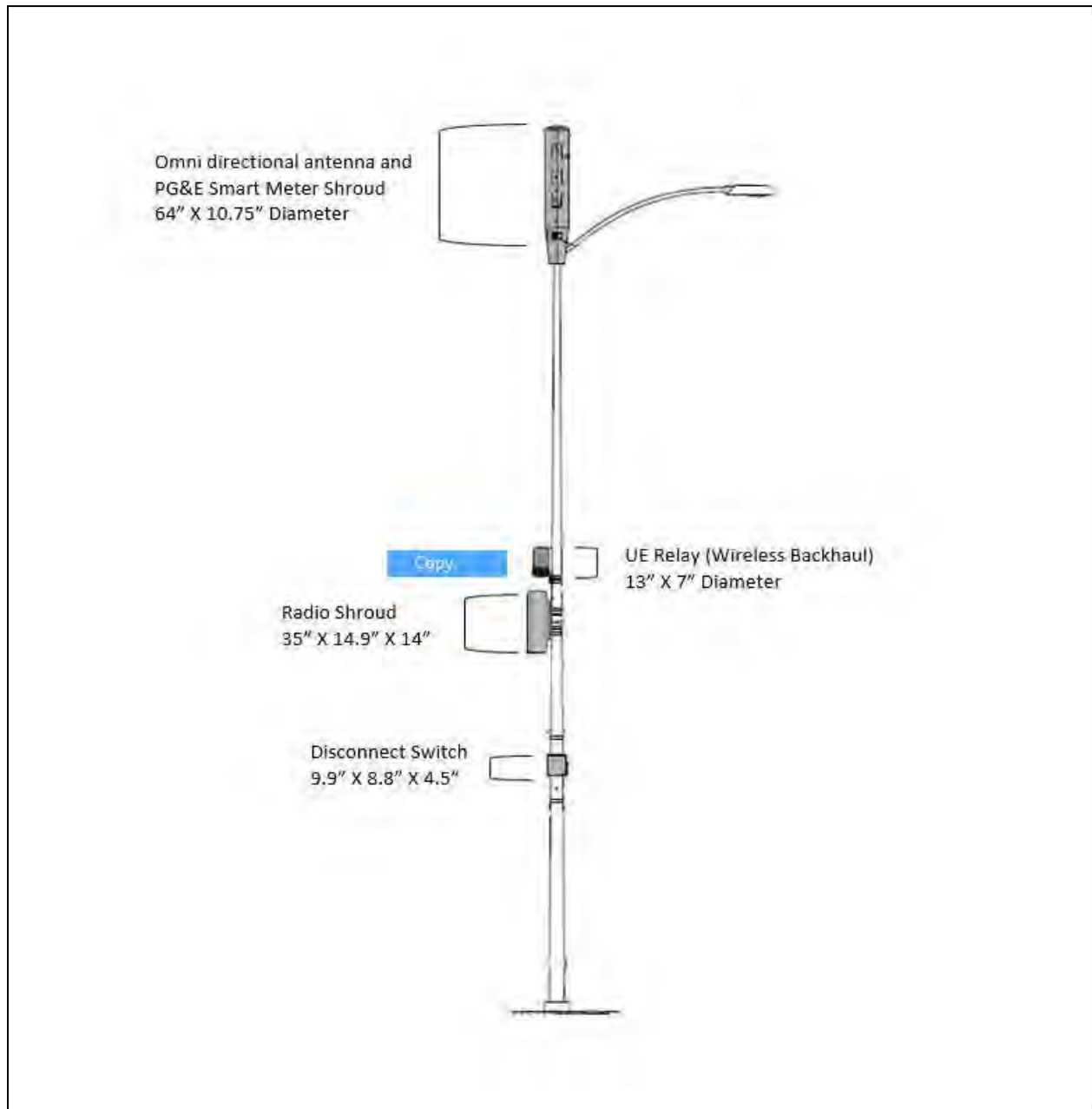
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Note: Smart Meter Attachment on Antenna will Replace all Ground Mounted Equipment

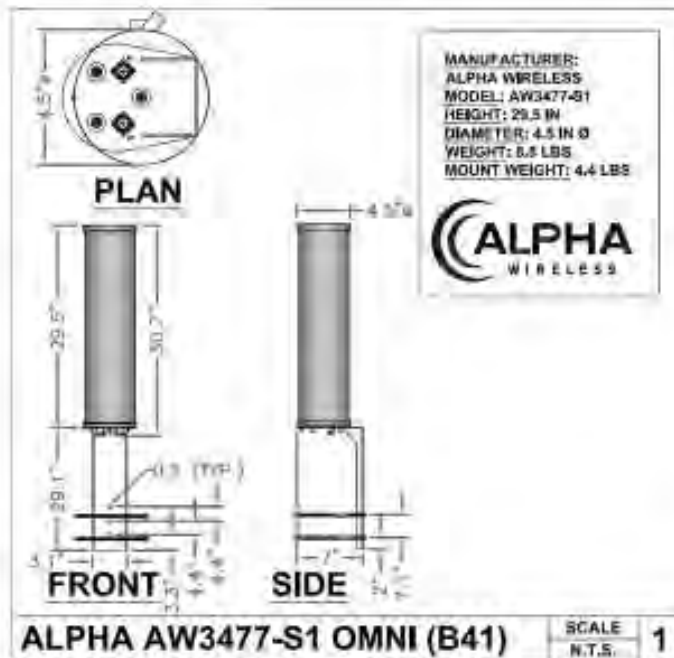


Example Co-location Wireless Antenna with Smart Meter & Shroud



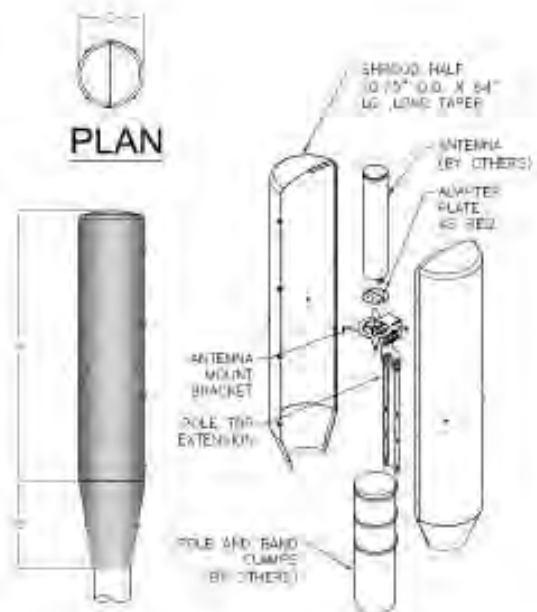
Example Co-location Wireless Antenna with Smart Meter & Shroud Construction

Omni Antenna



Shroud: 2010

DIMENSIONS:	
A	47.575"
B	17"
C	10.7075"



DO NOT SCALE DIMENSIONS

CONSTRUCTION SHALL VERIFY ALL DIMENSIONS, IT'S DIMENSIONS, & FIELD DIMENSIONS ON THE JOB SITE & SHALL MAINTAIN A LOG OF ALL DIMENSIONS. VERIFY THE DIMENSIONS PRIOR TO THE START OF THE CONSTRUCTION FOR EACH.

GENERAL NOTES

THE PROJECT IS DESIGNED AND NOT FOR ANY OTHER PURPOSE. A DESIGNER HAS REVIEWED THE DESIGN AND HAS APPROVED THE DESIGN. THE DESIGNER IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT. THE DESIGNER IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT. THE DESIGNER IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.

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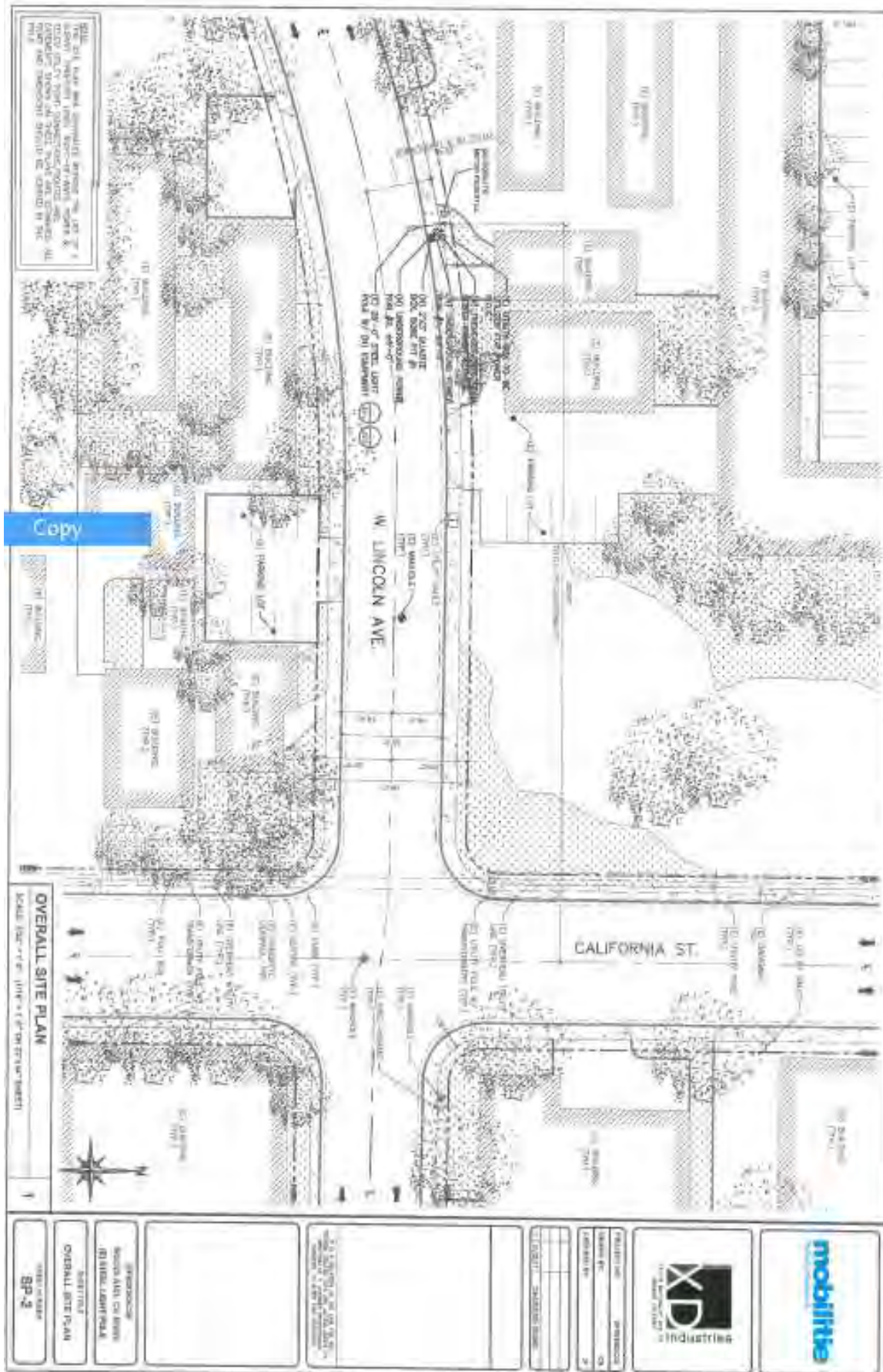
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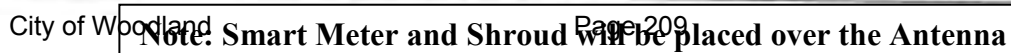
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Note: Smart Meter Attachment on Antenna will Replace all Ground Mounted Equipment



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING A CONDITIONAL USE PERMIT FOR THE
CONSTRUCTION AND OPERATION OF TWO SMALL CELL
COLOCATION TELECOMMUNICATIONS FACILITIES LOCATED
ON CITY OF WOODLAND LIGHT POLES WITHIN THE PUBLIC
RIGHT-OF-WAY. LOCATED AT APNs 065-300-009 (LAT-LONG
38.67223300, -121.79109100) AND APN 065-280-039 LOCATED AT (LAT-
LONG 38.676177, -121.789697)**

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on April 3, 2018, to review and consider approval of a Conditional Use Permit to allow the construction and operation of two small cell colocation facilities on City light poles located in the public right-of-way: (1) Site One: located on the north side of West Cross just east of Community Lane APN 065-300-009 (Lat-Long 38.67223300, -121.79109100) and (2) Site two: located on Lincoln Avenue, near the intersection of Summertree Lane APN 065-280-039 (Lat-Long 38.676177, -121.789697). ; and

WHEREAS, the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Ordinance and satisfies all minimum physical standards required under the City's Zoning Ordinance for wireless facilities; and

WHEREAS, the design and appearance of the telecommunications facility is consistent or compatible with the development and design of the surrounding structures and neighborhood; and

WHEREAS, the proposed use will be organized, designed, constructed, operated, and maintained so as to be compatible with the character of the area as intended in the General Plan; and

WHEREAS, adequate streets and highways exist to carry the type and quantity of traffic anticipated to accommodate access for maintenance and/or service vehicles; and

WHEREAS, the proposed use will not constitute a nuisance or be detrimental to the public welfare of the community, in that the intensity of the use is modest and designed at the minimum functional height required, and the use would be consistent with existing and permitted uses in the area; all conditions and requirements deemed necessary and in the public interest have been or will be met as they have been imposed on the application approval to reduce the impact of the use on adjacent properties and vicinity; and there are no significant privacy, noise, traffic, or parking concerns raised by the use; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed Conditional Use Permit qualifies for CEQA Class 2 (Replacement or Reconstruction) and Class 3 (New Construction or Conversion of Small Structures) Categorical Exemptions as the project consists of replacing an existing structure with a new structure in the same location

and will involve negligible expansion, with only minor exterior modifications to the structure. The proposed colocation facility will replace an existing light pole, and the equipment shelter is not more than 300 square feet in size and shall be located directly adjacent to the existing soccer field; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby:

1. Finds that the proposed project meets all minimum physical standards for a wireless facility, as provided for in the City's Zoning Code.
2. Finds that the proposed 30-foot and 32-foot tall telecommunication cellular towers are the minimum height necessary to meet the technical requirements of the facility.
3. Recommends City Council approval of the Conditional Use Permit (CUP) allowing the applicant, Mobilitie, to construct and operate a 30-foot and 32-foot colocation facility and if needed install related ground equipment at two separate sites within the City of Woodland. The project Conditions of Approval are attached hereto as Exhibit A and incorporated by this reference. The approved site plans and elevations are attached hereto as Exhibit B and incorporated by this reference.

PASSED AND ADOPTED by the City Council on the 3rd day of April 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

EXHIBIT A

CONDITIONS OF APPROVAL

PLANNING

1. The approved project is as described in the staff report and exhibits for the March 20th City Council meeting to allow the construction and operation of a 30-foot tall and a 32-foot tall small cell colocation facility on two separate City light poles and if needed the installation of related ground equipment. Site one located at (Lat-Long 38.67223300, -121.79109100) and site two located at (Lat-Long 38.676177, -121.789697)
2. The project shall be constructed as depicted on the attached elevations (Exhibit B).
3. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.
4. The applicant shall secure approval and satisfy requirements of all agencies that have jurisdiction.
5. Final Plan Set: Prior to the issuance of building permits, the applicant shall include a Final plan set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s).
6. The CUP must be exercised within one year of issuance, or it shall be null and void without further action; except that the Community Development Director may extend the approval of a CUP for one (1) additional year, with the same conditions of approval, if circumstances have not changed. The request in writing must be received prior to the expiration of the use permit.
7. Applicant shall work with the Public Works Divisions to finalize the design and installation of all mechanical equipment.
8. Applicant shall install the replacement light pole in compliance with all Public Works requirements at the direction of the Public Works Director.
9. Any replacement and/or upgrade of the antennae and associated equipment shall be consistent with the Zoning Ordinance.

10. No signs, other than warning, FAA structure identification, and safety signage, shall be located on the tower or ancillary facility.
11. Forty-five (45) days from the initiation of service, the applicant shall provide the City certification by an RF engineer, stating the RFR measurements meet the FCC Radiofrequency (RF) Radiation Standards.
12. Within three days of the City Council hearing, the applicant shall provide the Community Development Department with a check for the sum of \$25 made payable to Yolo County for recording the environmental document with the County.
13. If the operation of this use results in conflicts with the General Plan or Zoning Ordinance pertaining to appearance, exterior noise, or other factors that detract from the normal land use associated with the zoning designation and at the discretion of the Director of Community Development, this conditional use permit may be submitted to the Planning Commission for their subsequent review at a public hearing. If necessary, the Planning Commission may modify or add conditions of approval to mitigate such impacts, or may revoke the said conditional use permit approval.

DEVELOPMENT ENGINEERING DIVISION

14. Prior to construction, applicant shall obtain an encroachment permit from the City for any work within the right-of-way. Applicant shall be responsible for all encroachment permit fees including; plan check, traffic control, inspection of improvements, and inspections of existing facilities and repair of same. All repairs shall be done by a qualified licensed contractor subject to the approval of the City.
15. The light standard is property of the City and shall be removed, salvaged, and returned to the City. Not less than 10 Calendar days prior to start of construction applicant shall contact the inspector and the Public Works Department to determine location of delivery of the light standard.
16. A minimum of 10 calendar days prior to start of construction applicant shall contact the City Inspector and the City Community Services Department. Unless otherwise approved in writing construction time shall be limited to M-F from 7 am – 3 pm.
17. Applicant shall submit insurance naming the City additionally insured. Additionally, as determined by the City Engineer, applicant may be required to post security and enter into an agreement for improvement of the site.
18. Applicant shall maintain a safe and secure job site at all times and shall provide a 24 hour emergency contact to the City prior to start of construction.

BUILDING

19. This project must meet all criteria and mandates for these City adopted codes or the most current code:
 - 2016 California Building Code
 - 2016 California Plumbing Code
 - 2016 California Mechanical Code
 - 2063 California Electrical Code
 - 2016 Building Energy Efficiency Standards
 - The Code of the City of Woodland
20. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
21. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
22. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
23. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the buildings.
24. Applicant to submit for review a geotechnical soils report with construction documents.

PUBLIC WORKS

25. Upon approval of the Conditional Use Permit, prior to installation of any facility or related equipment, will be approved by Public Works and shall be incorporated into the final plans approval.
26. The applicant shall provide a 24 hour service hotline for all maintenance on small cell equipment and light pole.
27. The applicant shall provide a replacement pole to be stored at the Public Works maintenance yard for emergency pole replacement.
28. The applicant shall provide an independent energy source for all small cell equipment.

POLICE

29. In coordination and upon request by either or both Police Department and Fire Departments, a frequency/modulation study shall be prepared. Service shall not be initiated until the departments have reviewed and found the study to be acceptable.

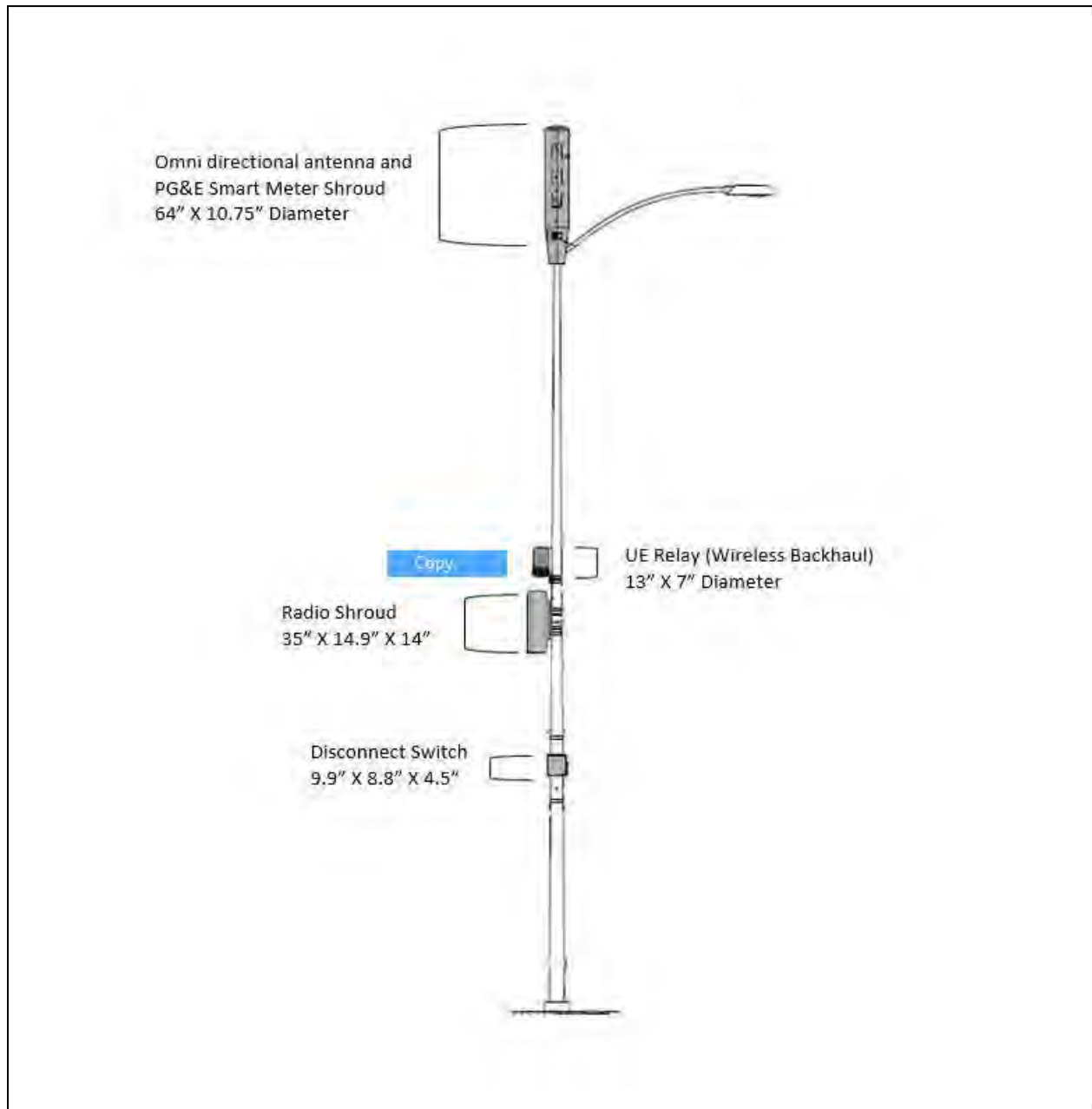
30. If it is found that the project causes or will cause interference with Public Safety communications, then the service provider(s) shall be solely responsible for the removal, adjustment, or replacement of the facilities.

PG&E

31. The relocation of any existing PG&E facilities shall be done at the applicant's sole cost and expense. The applicant shall contact USA at (800) 227-2600 to locate existing facilities prior to digging.

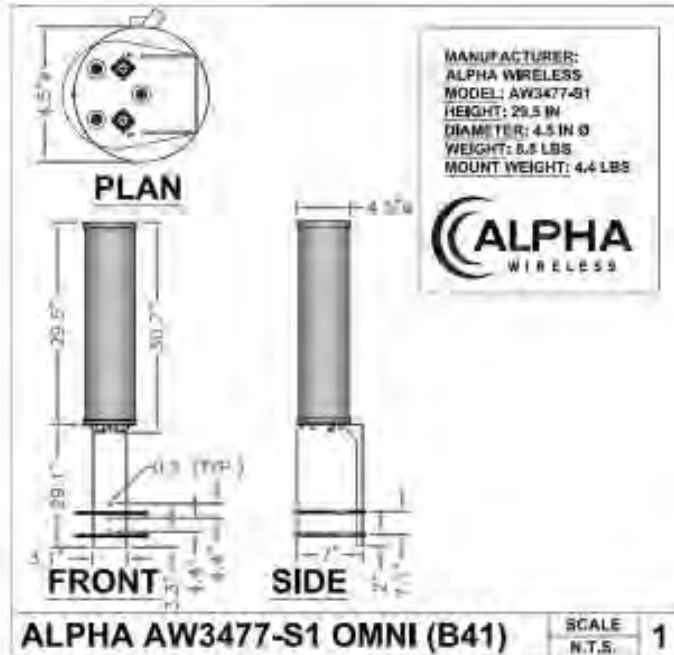
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Example Co-location Wireless Antenna with Smart Meter & Shroud



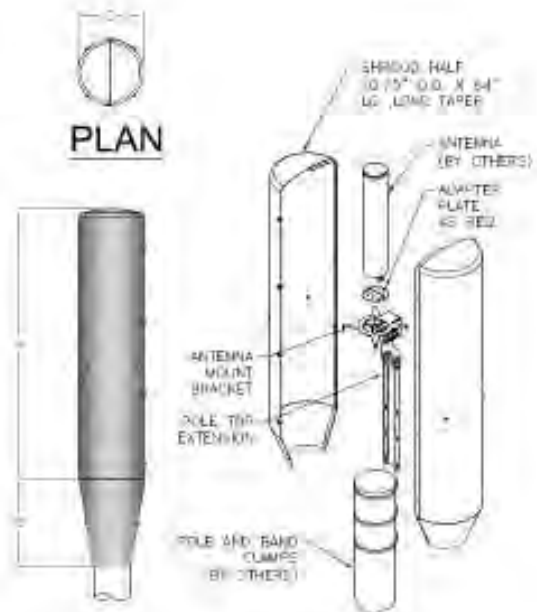
Example Co-location Wireless Antenna with Smart Meter & Shroud Construction

Omni Antenna



Shroud: 2010

DIMENSIONS:	
A	47.575"
B	17"
C	10.7075"



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PROJECT INFORMATION

PROJECT NAME: W. LINCOLN AVE. & CALIFORNIA ST.

CITY, STATE, ZIP: WOODLAND, CA 95695

CROSS STREET:

LATITUDE/LONGITUDE: 38.676177/-121.789697

SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER: 9CAB014158F/SF90XSGCGF

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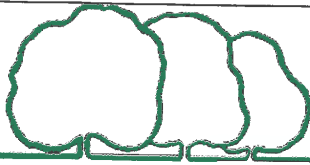
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SITE ID-CANDIDATE LETTER/CASCADE ID-CANDIDATE LETTER: 9CAB014158F/SF90XSGCGF



City of Woodland

Community Development Department

300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

N/A Project Site Location is public right-of-way

MAILING ADDRESS:

N/A Project Site Location is public right-of-way

CITY STATE ZIP CODE:

N/A Project Site Location is public right-of-way

PHONE NUMBER:

N/A Project Site Location is public right-of-way

E-MAIL ADDRESS:

N/A Project Site Location is public right-of-way

PROJECT APPLICANT

Mobilitie, LLC

MAILING ADDRESS:

2955 Red Hill Ave. Suite 200

CITY STATE ZIP CODE:

Costa Mesa, CA 92626

PHONE NUMBER:

(530) 906-1233 - Permitting Manager, David Griffith

E-MAIL ADDRESS:

david.griffith@mobilitie.com

2. Application Requested

- | | | |
|---|--|---|
| ☐ General Plan Petition | ☐ Zoning Amendment | ☐ General Plan Amendment |
| ☐ Tentative Subdivision Map | ☐ Tentative Parcel Map | ☐ Lot Line Adjustment |
| ☐ Site Plan Review | ☐ Design Review | ☐ Sign Design Review |
| ☒ Conditional Use Permit (CUP) | ☐ Zoning Administrator Permit | ☐ Variance |
| ☒ Public Convenience or Necessity | ☐ Other _____ | |

Is this request part of another application? ☐ Yes ☒ No If so, what? _____

3. Project Description

Project Name:

Mobilitie, LLC Hybrid Data Transport Network

Total Acres or Square Feet

Approximately 5 feet directional bore

Site address or location:

PROW near 120 W Lincoln Ave. Woodland, CA

Assessor's Parcel Number:

PROW near APN 065-280-039-000

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

5. General Plan Amendment

Existing General Plan Designation
Public right-of-way

Gross Acres
N/A

Proposed General Plan Designation
N/A

Gross Acres
N/A

6. Zoning Amendment

Existing Land Use Zone
Public right-of-way

Gross Acres
N/A

Proposed Land Use Zone
N/A

Gross Acres
N/A

7. Residential Development

No. of residential units are being requested? 0

No. of lots will be created by this project? 0

Single Family Half-plex

Do you intend to market the units for sale?

Duplex Apartments

☐ YES ☒ No

Condominiums Other

Do you intend to market the units for rent?

Townhomes Total Units

☐ YES ☒ No

8. Commercial/Industrial Development

Indicate the type of commercial/industrial
development proposed:

PROW Small Cell Equipment Installation

Indicate the gross and leasable square footage for
each type of development:

N/A

9. Authority to File Application

Check one:

☐ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☒ Other

Specify California CPCN - Public Utility Code 7901

*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

**APPLICATION WILL NOT BE ACCEPTED WITHOUT
SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT**

Date Received Stamp Here

Applicant: _____ Date _____

Legal Owner: _____ Date _____

Legal Owner: _____ Date _____

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____

Existing

mobilitie
intelligent infrastructure

view from W. Cross Street looking east at site

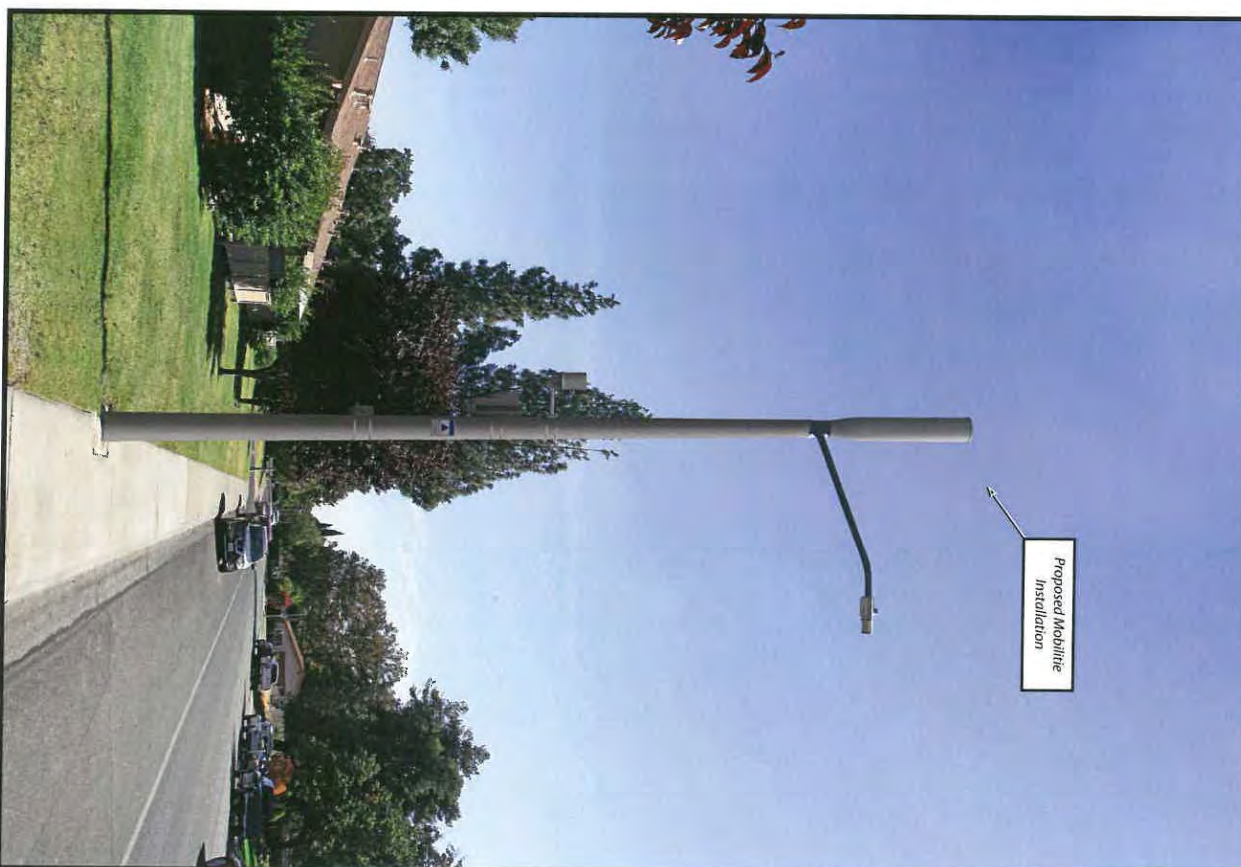
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W. Cross Street & Summertime Lane, Woodland, CA
Photosims Produced on 9-28-2017



Proposed

Proposed Mobilitie
Installation



Existing



Proposed



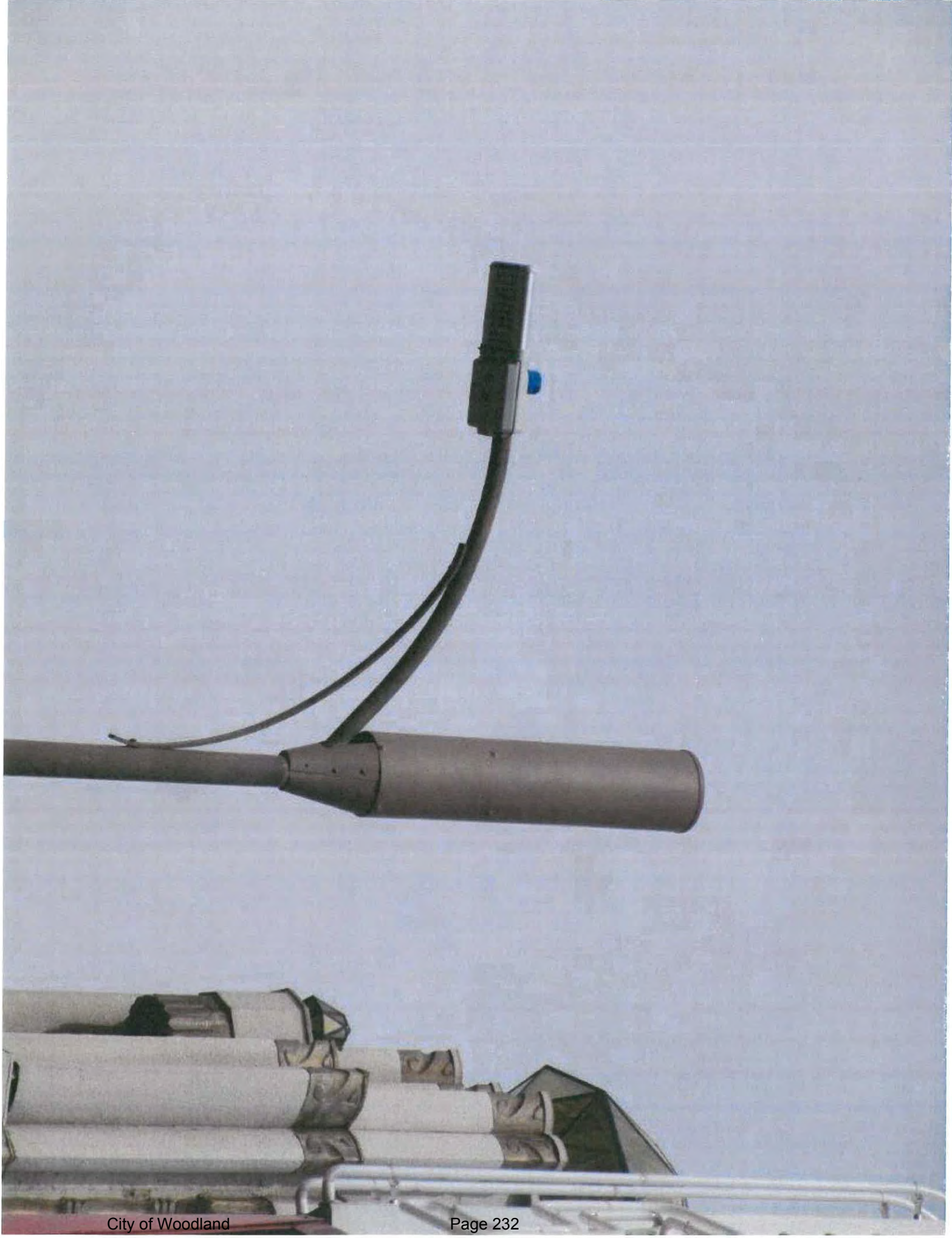
view from W. Cross Street looking west at site

AdvanceSim
Photo Simulation Solutions
Contact (925) 202-8507

mobilitie
intelligent infrastructure

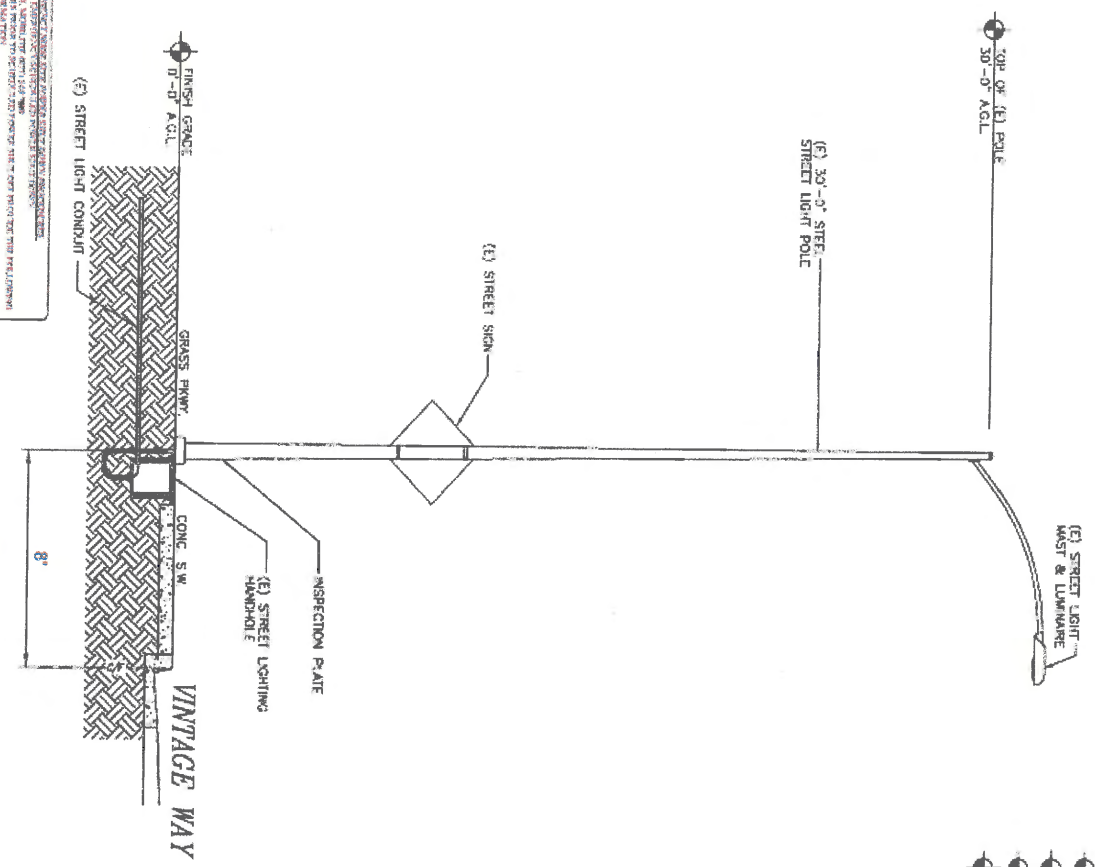
9CAB01159C/SF90XSGCIC
W. Cross Street & Summertree Lane, Woodland, CA
Photosims Produced on 9-28-2017



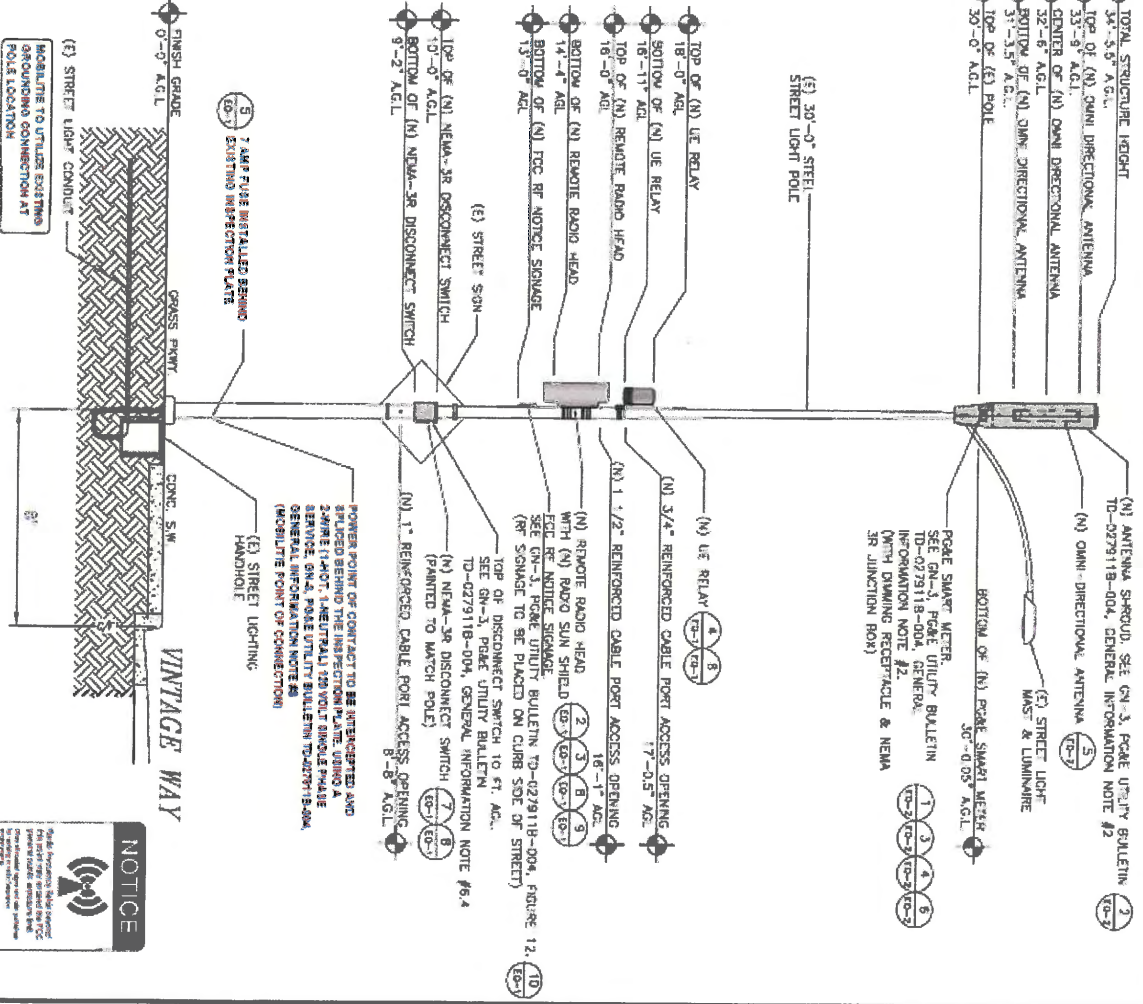


1. ALL HARDWARE SHALL BE STAINLESS STEEL.
2. ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
3. LIGHTING ROOS SHALL BE INCLUDED AS REQUIRED.
4. STRUCTURAL BACKFILL TO BE COMPACTED IN 6" MAXIMUM LAYERS TO 80% OF COMPACTION ACCORDANCE WITH ASTM D698. ADDITIONALLY, STRUCTURAL BACKFILL MUST HAVE A MINIMUM COMPACTION UNIT WEIGHT OF 100 POUNDS PER CUBIC FOOT (150N/m³).

EXISTING SIDE VIEW



NEW SIDE VIEW



POLE ELEVATIONS

SCALE: 1" = 5'

1

3 Antenna Inventory

The Antenna Inventory shows all transmitting antennas on the site (see Table 2). This inventory was used by ATG to perform the software modeling of RF emissions. The inventory conforms with the submitted construction drawings which identifies the proposed mounting location of each antenna at the site. The exposure level is calculated for a person of height 6ft standing right below the devices at ground level.

Table 2: Antenna Inventory

Antenna ID	Carrier/Operator	Antenna Type	Frequency (MHz)	Technology	ERP (W)	Gain dBd	Mfg.	Model	Aperture (ft.)	Transmitter count	Horizontal BeamWidth (deg)	Z (6 ft. above Ground)
1	Mobilitie	Omni	2496	LTE	172.58	6.35	Alpha Wireless	AW3477-S	2.5	2	360	20.8
2	Sprint	LTE Relay BH	2496	LTE	30.05	9.85	Airspan	Airspan iRelay (i460)	1.1	1	35	11.0

The table below details the operating power and Effective Radiated Power (ERP) for each carrier and frequency used in the modeling.

Frequency (MHz)	Power per Transmitter (Watts)	# of Transmitters	ERP (watts)
2496 (Omni)	20	2	172.58
2496 (UE Relay)	3.2	1	30.05

4 Modeling Summary and Assumptions

4.1 General Model Assumptions

The modeling was conducted using the antenna and radio maximum power values, while operating at full power with 100% duty cycle.

The site has been modeled with these assumptions to calculate the maximum RF energy density. ATG believes this to be a worst case analysis, based on data supplied by the OEMs and client. If actual power density measurements were made, ATG believes the real time measurements would indicate levels below those shown in the report.

5 Preparer Certification

I, Preparer, state that:

- I am an employee of ATG LLC that provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed 100s of RF-EME exposure studies and reports for various carriers.
- I am aware of the potential hazards from RF-EME exposures that would be classified "occupational" or "general public" under the FCC regulations.
- I am familiar with the FCC rules and regulations as well as OSHA regulations both in general and as they apply to RF-EME exposure.
- I have reviewed all the data related to the site and incorporated it into this study and Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.

David J. Semsarha

David Semsarha (RF Engineer)

Appendix A

Federal Communications Commission (FCC) Requirements

This appendix summarizes the policies, guidelines and requirements that were adopted by the FCC on August 1, 1996, amending Part 1 of Title 47 of the Code of Federal Regulations, and further amended by action of the Commission on August 25, 1997 (see 47 CFR Sections 1.1307(b), 1.1310, 2.1091 and 2.1093, as amended). Commission actions granting construction permits, licenses to transmit or renewals thereof, equipment authorizations or modifications in existing facilities, require the preparation of an Environmental Assessment (EA), as described in 47 CFR Section 1.1311, if the particular facility, operation or transmitter would cause human exposure to levels of radiofrequency (RF) electromagnetic fields in excess of these limits.

The potential hazard associated with the RF electromagnetic fields is discussed in OET Bulletin No. 65. This document can be obtained on the FCC website, (https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf)

As per FCC guidelines there are two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment and not be made fully aware of the potential for exposure or cannot exercise control over their exposure.

The FCC's MPE limits for field strength and power density are given in Table 1 (and in 47 CFR § 1.1310) Figure 1 is a graphical representation of the limits for plane-wave (far-field) equivalent power density versus frequency. The FCC's limits are generally applicable to all facilities, operations and transmitters regulated by the Commission, and compliance is expected with the appropriate guidelines. The power density limits vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different dura-

tions resulting from controlled and uncontrolled exposures.

(A) Limits for Occupational/Controlled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1500	--	--	f/300	6
1500-100,000	--	--	5	6

(B) Limits for General Population/Uncontrolled Exposure

Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time E ² , H ² or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1500	--	--	f/1500	30
1500-100,000	--	--	1.0	30

f = frequency in MHz

*Plane-wave equivalent power density

f = frequency in MHz *Plane-wave equivalent power density

Table 1

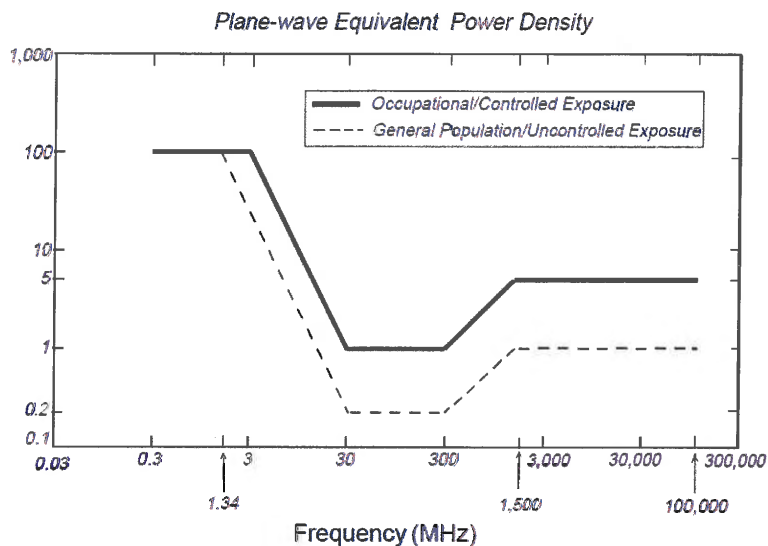


Figure 1. FCC Limits for Maximum Permissible Exposure (MPE)

The above mentioned FCC guidelines define MPE limits that are designed to provide substantial margin of safety for continuous exposure of all persons regardless of gender, age, size or health.

FCC Compliance Requirement

In general, as specified in 47 C.F.R. 1.1307(b), as amended, when the FCC's guidelines are exceeded in an accessible area due to the emissions from multiple fixed transmitters the following policy applies. Actions necessary to bring the area into compliance with the guidelines are the shared responsibility of all licensees whose transmitter's contribution to the RF environment at the non-complying area exceeds 5% of the exposure limit (that applies to their particular transmitter) in terms of power density or the square of the electric or magnetic field strength.

For non-compliant sites, Occupational Safety and Health Administration (OSHA) set recommendations to make the sites compliant. The document can be found in the link: https://www.osha.gov/dte/library/radiation/nir_stds_20021011/nir_stds_20021011.ppt

Appendix B

Glossary of Terms

1. *Electromagnetic Field (energy density)* – the electromagnetic energy contained in an infinitesimal volume divided by that volume.
2. *Exposure* – Exposure occurs whenever and wherever a person is subjected to electric, magnetic or electromagnetic fields other than those originating from physiological processes in the body and other natural phenomena.
3. *General Population / Uncontrolled Exposure* – applies to human exposure to RF fields when the general public is exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public always fall under this category when exposure is not employment-related.
4. *Maximum Permissible Exposure (MPE)* – the rms and peak electric and magnetic field strength, their squares, or the plane-wave equivalent power densities associated with these fields to which a person may be exposed without harmful effect and with an acceptable safety factor.
5. *Occupational / Controlled Exposure* – applies to human exposure to RF fields when persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/controlled limits.
6. *Power Density (S)* – Power per unit area normal to the direction of propagation, usually expressed in units of watts per square meter (W/m^2) or, for convenience, units such as milliwatts per square centimeter (mW/cm^2) or microwatts per square centimeter ($\mu\text{W/cm}^2$).

Appendix C

RoofView Export File

The below file shows the Antenna information that has been used to calculate the MPE levels using RoofView 5. RoofView is a powerful, Excel based software analysis tool for evaluating radiofrequency (RF) field levels at telecommunications sites that are produced by antennas of the type commonly used in the cellular, paging, SMR, PCS and conventional two-way radio communication services

StartMapData																Definition															
Roof Max		Road Max		Map Max		Map Max		Map Max		Y Offset		X Offset		Number of envelope																	
100		100		200		200		200		0		0		1 S4S121-SC S4S121-SDFS220																	
StartSettingsData																															
Standard		Method		Uptime		Scale		Fact		Low Thr		Low Color		Mid Thr		Mid Color		Hi Thr		Hi Color		Over Colo		Ap Ht		Mail Ap Ht		Method			
3		1		4		1		5		1		300		6		3000		6		6		1.5		1							
StartAntennaData																It is advisable to provide an ID (ant 1) for all antennas															
ID		Name		Freq		Trans Power		Trans Count		Coax Len		Coax Type		Other Loss		Input Power		Calc Power		Mfg		Model		X		Y					
1		Mobilitie		2496												40		40		Alpha Wir		AW3477-5		20		20					
2		Mobilitie		2496												3.2		3.2		Airspan		IR460		20		20					
StartSymbolData																															
Sym		Map Mark		Roof X		Roof Y		Map Label Description (notes for this table only)																							

Coverage Map



Small cell antennas work in tandem with existing larger towers to ensure that coverage capacity goals are met. Small cell sites densify network coverage by relaying the source signal from the larger towers wirelessly, then repeating this source signal to the end user via our small cell antenna. This allows for network densification and increased capacity for a given area around each small cell site for a typical

coverage of approximately 650 (inner circle) to 980 (outer circle) feet in all directions without adding larger, and less aesthetic wireless facilities. (200-300 meters)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
DATE: April 3, 2018
ITEM #: 15.
SUBJECT: Regulation of Shopping Carts

Recommendation for Action:

Staff recommends that the City Council introduce the ordinance amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10, related to shopping carts.

Staff Contact:

Heath Parsons, Lieutenant, (530) 661-7845, heath.parsons@cityofwoodland.org

Fiscal Impact:

No measurable fiscal impact

Background:

Shopping carts have and continue to be a nuisance within the City of Woodland. Currently, approximately forty abandoned shopping carts are collected each week. Abandoned carts typically cause traffic and pedestrian hazards, create blight, and are used by the homeless population to store belongings, trash and often build illegal shelters.

Under the current city ordinance, there is no requirement for businesses who provide shopping carts to provide an effective containment system. Individuals wishing to use the carts to transport materials, build shelters, or transport items to their homes are easily able to remove the carts from the owner's property for the described use. Additionally, some smaller businesses are losing their carts to these activities at an alarming rate, resulting in significant replacement costs.

As part of the City's efforts to better manage both blight and issues associated with our homeless population, staff is in the process of reviewing and updating a number of ordinance to better address current needs and, where appropriate, incorporate best practices being employed by other jurisdictions.

Discussion:

City staff, with input from the City Attorney, are recommending specified amendments to the city's existing shopping cart ordinance in order to establish improved standards for effective containment systems with the goal of reducing the incidence of abandoned shopping carts.

Specifically, the ordinance would require businesses who own shopping carts to establish one of three mechanisms for ensuring shopping carts remain on their premises:

- Carts to be equipped with device(s) that restrict the carts from being removed from the interior of the business
- Wheel-locking mechanisms that keep carts from being removed from the perimeter of the business (ex. parking lots)
- Security personnel posted on premises to deter customers from removing shopping carts.

The recommended ordinance would also amend provisions related to annual reporting by businesses, procedures for impounding and retrieval of abandoned shopping carts, and establishment of fees and fines required to administer the requirements of this ordinance.

The city has conducted outreach to roughly 35 businesses that would be affected by the ordinance and has received positive feedback by a near consensus.

The changes recommended to the current ordinance are expected to reduce the amount of abandoned carts, thus reducing the traffic and pedestrian hazards, illegal use by the homeless population, and reduce blight to the community. The update ordinance will also aid local businesses in retaining their shopping carts and potentially provide future cost savings.

Conclusion:

Staff recommends that the City Council introduce the ordinance amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10 of Article V., Chapter 14 Regulation of Shopping Carts.

Prepared by: Heath Parsons, Police Lieutenant

Reviewed by: Derrek Kaff
Police Captain

Approved by: Luis Soler
Police Chief



Paul Navazio, City Manager

ATTACHMENTS:

Description	Upload Date	Type
Shopping Cart Ordinance (amended)	3/30/2018	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO AMEND SECTIONS 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, AND 14A-5-10 OF THE WOODLAND MUNICIPAL CODE REGARDING MANDATORY CONTAINMENT SYSTEMS AND IMPOUND PROCEDURES APPLICABLE TO SHOPPING CARTS TAKEN FROM RETAIL ESTABLISHMENTS

WHEREAS, the City currently regulates the use of shopping carts in the City by requiring retail establishments to use an effective containment system to contain shopping carts within the property boundaries of the business or adjacent parking area; and

WHEREAS, the City has faced significant and increasing amounts of abandoned, stolen, or misappropriated shopping carts in the City, resulting in excessive costs to the City through use of City resources and staff time to retrieve, impound, and return or destroy shopping carts; and

WHEREAS, many abandoned or misappropriated carts are left in streets, alleys, parks, and other places on public and private property, interfering with pedestrian and vehicular traffic and contributing to blight and deterioration; and

WHEREAS, the City Council has therefore determined that amendments to the City's existing regulations of shopping carts are necessary to ensure that retail establishments more adequately contain shopping carts within their business property boundaries and timely retrieve carts taken outside the business premises; and

WHEREAS, the City Council further desires to amend existing shopping cart regulations to clarify that taking shopping carts away from a retail establishment's premises without authorization is misappropriation of property in violation of Penal Code section 485, and to provide for more effective enforcement against individuals that do so; and

WHEREAS, the City is authorized to adopt this ordinance pursuant to Business and Professions Code section 22435.8.

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

Section 1. **Amendment.** The definition of "Identified cart" contained in Section 14A-5-1 of the Woodland Municipal Code is hereby amended as follows (additions in *italics*, deletions in ~~strikethrough~~):

"Identified cart" means a shopping cart that has a permanently affixed sign that ~~identifies, in accordance with~~ provides the information specified in Section 14A-5-5 of this article.

Section 2. **Amendment.** Section 14A-5-3 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-3. - Mandatory containment systems for shopping carts.

(a) It is unlawful for any person owning a retail establishment located in the city where one or more shopping carts are available for customer use not to install and maintain an effective containment system to contain all shopping carts within the property boundaries of the business or adjacent parking area. The cart owner shall provide signage in a conspicuous location notifying shopping cart users that removal of shopping carts from the premises or parking area is prohibited without the written consent of the cart owner.

(b) Containment systems may include, ~~but are not limited to,~~ any one or combination of the following:

~~(1) A physical barrier, such as bollards, restricting shopping carts from being removed from the business premises;~~

~~(2) Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business;~~

~~(3) Shopping carts equipped with a wheel-locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area shopping carts are allowed. The wheel-locking mechanism will-shall activate when the shopping cart crosses the electronic barrier;~~

~~(4) A system, which may be mechanical in nature, requiring a deposit to use a shopping cart. The deposit should be of a reasonable amount that would not deter the use of the cart, but would encourage the return of the cart. This system may include the rental or sale of carts that can be temporarily or permanently used for transport of purchases off-site;~~

~~(5) Security guards posted at the perimeter of the premises where carts are allowed to deter and stop customers who attempt to remove carts from the business premises.~~

~~(c) In lieu of installing an effective containment system, a cart owner may obtain a waiver of this section from the city manager by establishing, to the satisfaction of the city manager, that the cart owner maintains its own cart retrieval program that has been certified as effective by the city manager. The city manager will evaluate such programs according to a standard established by city council resolution in order to ensure that cart retrieval programs achieve the goals of this article.~~

~~No enforcement action for violating this section may be taken against a cart owner who has a valid waiver pursuant to this subsection. The city manager may revoke any waiver if the cart owner no longer qualifies for it.~~

~~(d)~~ For purposes of this section, "effective containment system" means a system that results in no more than five shopping carts being removed ~~without the owner's consent~~ from the business premises or parking area within any twelve-month period without the owner's consent. There is a rebuttable presumption that ~~an cart found abandoned somewhere off the premises of the cart owner~~ abandoned shopping cart was removed from the premises without the cart owner's consent.

~~(ed)~~ Each cart owner must file with the city an annual evaluation of the cart owner's loss prevention plan, identifying the type of effective containment system(s) used and a designated representative for the city to contact in the event the city finds an abandoned shopping cart belonging to the cart owner. For purposes of this section, a cart owner may designate a third-party contractor or other representative authorized to act on behalf of the cart owner for purposes of retrieving abandoned shopping carts.

Section 3. Amendment. Section 14A-5-4 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-4. Removal of shopping carts from retail establishments prohibited.

It is unlawful for any person, other than a cart owner or its authorized representative, to remove a cart from the premises of the cart owner's retail establishment or parking area, unless the cart owner expressly authorizes its removal in writing.

Section 4. Amendment. Section 14A-5-6 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-6. - Impounding of abandoned carts.

(a) Identified Carts. The city, or a contractor of the city, may remove and impound any identified cart that is an abandoned ~~identified~~ shopping cart from any public or private property.

(1) The cart shall be marked with a tag indicating the date and location of its discovery and shall be stored for thirty calendar days at a location selected by the city that is reasonably convenient to the cart owner and is open at least six hours of each business day.

(2) Within twenty-four hours following the cart impoundment, the owner of an identified cart or his representative shall be given actual notice of the location where the cart may be claimed.

(b) Unidentified Carts. The city, or a contractor of the city, may remove and impound any abandoned ~~unidentified~~ shopping cart that is unidentified from any public or private property.

(1) The unidentified cart shall be marked with a tag indicating the date and location of its discovery and shall be stored for thirty calendar days at a location

~~selected by the city~~ that is reasonably convenient ~~to the cart's owner~~ and is open at least six hours of each business day.

(2) If there is any reasonably credible evidence on the cart of the name and address of its owner, within five business days following the cart impoundment, the cart owner shall be given actual notice of the location where the cart may be claimed.

Section 5. Amendment. Section 14A-5-7 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-7. - Nuisance abatement administrative fees and fines.

(a) Administrative Fees. Except as provided in Section 14A-5-8 of this article, an administrative fee to cover the city's cost for the removal, tagging and storage of abandoned shopping carts and associated administrative activities ~~performed by the city, or a contractor,~~ may be established by resolution of the city council and imposed upon the owners of abandoned carts. Such fee shall not exceed the city's reasonable estimate of actual cost for such services.

(b) Fines. In addition to the payment of an administrative fee as set forth in subsection (a) of this section and except as provided in Section 14A-5-8 of this article, the owner of an impounded cart shall also be subject to a fine in the maximum amount established by Business and Professions Code Section 22435.7(f), as may be amended from time to time. The fine for identified carts shall be based on each occurrence in excess of three during any six-month period for failure to reclaim identified carts in accordance with Section 14A-5-8 of this article. An occurrence includes all identified carts impounded by the city, or a contractor of the city, in a one-day period. The fine for unidentified carts shall be the same fine amount as for each occurrence set forth in this subsection for identified carts but imposed on each unidentified cart impounded; ~~beginning with the first unidentified cart impounded.~~

Section 6. Amendment. Section 14A-5-8 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-8. - Recovery by owner.

Cart owners are solely responsible for recovering any abandoned carts impounded by the city. Claims to recover an impounded shopping cart shall be presented to the city in accordance with the following:

(1) A cart owner or his authorized representative, may, by appointment, inspect impounded carts to determine if any of the owner's carts are present.

(2) A cart owner may reclaim an impounded cart at any time during normal business hours prior to disposal or destruction by paying all applicable administrative fees and fines, except as provided in subdivision (e3) of this section.

(3) The owner of an impounded, identified cart may reclaim it within three business days following the date of actual notice of impoundment by the city, at no charge to the cart owner, whatsoever, including ~~the a~~ waiver of any administrative fees and fines that would otherwise be applicable pursuant to Section 14A-5-7 of this article. Any identified cart reclaimed by the owner or his authorized representative within the three business days shall not be deemed an occurrence for purposes of Section 14A-5-7(b) of this article. Any impounded identified cart that is not reclaimed by the owner within three business days following the date of actual notice of impoundment shall be subject to any applicable administrative fees and fines imposed pursuant to Section 14A-5-7 of this article, commencing on the fourth business day following the date of actual notice of impoundment.

(4) No cart shall be released to a person seeking to reclaim it, unless such person submits to the city reasonably credible evidence of ownership or right to possession of the impounded cart. There shall be a presumption that an identified cart is owned by the business establishment designated on the cart.

(5) Any release of a cart to a person deemed by the city to be entitled thereto, shall be an absolute defense of the city against any other person claiming to be entitled thereto.

Section 7. **Amendment.** Section 14A-5-9 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-9. - Disposal.

Any identified or unidentified cart may be sold or otherwise disposed of by the city, or a contractor of the city, if not reclaimed within thirty days of receipt by the cart owner of a notice of impoundment, or within thirty days from the date of impoundment if no notice was required by this article. In the event an unclaimed cart remains unclaimed and is disposed of or destroyed, the city retains the right to collect any applicable fees and/or fines from the cart owner.

Section 8. **Amendment.** Section 14A-5-10 of the Woodland Municipal Code is hereby amended as follows:

Sec. 14A-5-10. - Appeals of cart impound.

A person who can demonstrate that he or she is the owner of an impounded cart may appeal the imposition of the nuisance abatement administrative fee and/or fine by presenting evidence that the cart removal and storage was not performed substantially in accordance with the provisions of this article. Appeals shall be made in writing to the city manager within ten calendar days of ~~the receipt of a request for an appeal payment under protest of the fees and/or fines~~. The cart owner or authorized representative shall appear and be heard on the matter within ten calendar days of city's receipt of the written appeal. If the city manager determines, based on substantial evidence, that the shopping cart was not removed and stored in substantial accordance with the provisions

of this article, the nuisance abatement administrative fee and/or fine shall be refunded. The decision of the city manager shall be final.

Section 9. **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 10. **Publishing; Effective Date.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with the California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

Section 11. **Compliance by Retail Establishments.** Upon the Effective Date of this Ordinance, existing retail establishments utilizing a containment system that no longer complies with the requirements for an effective containment system set forth in this Ordinance may, upon filing a written request with the city manager, obtain an extension of time for compliance. The request must be received by the city within ten (10) days of the effective date of this Ordinance, and shall identify the need for an extension of time. The city manager may grant such requests, providing an extension of up to ninety (90) days from the Effective Date of this Ordinance for compliance.

PASSED AND ADOPTED by the City Council of the City of Woodland on this _____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney