



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

February 5, 2019
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code section 54956.9(d)(1))
Name of case: HTW West Ventures, LLC, et al. v. City of Woodland et al.,
Ventura County Superior Court Case No. 56-2016-00488960-CU-FR-VTA

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. 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.

G. 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.

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. MINUTES

3. SUBJECT: City Council Meeting Minutes of January 15, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 15, 2019.

4. SUBJECT: Commission on Aging Minutes from November 15, 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the November 15, 2018 Commission on Aging meeting minutes.

5. SUBJECT: Parks & Recreation Commission Meeting Minutes for November 26, 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the November 26, 2018 Parks & Recreation Commission Meeting Minutes.

I. CONSENT CALENDAR

6. SUBJECT: Final Acceptance and Notice of Completion for 2018 Road Maintenance Project, CIP 18-02

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the 2018 Road Maintenance Project, CIP 18-02, as complete and authorizing the City Clerk to file a Notice of Completion.

7. SUBJECT: Award Construction Contract for the West Street Transmission Water Main Project (Phase Two), CIP #17-08

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Awarding a construction contract in the amount of \$1,767,360 to Lund Construction Co. for CIP 17-08, West Street Transmission Water Main Project (Phase Two) and authorize a contract contingency of up to 10% (\$176,730); and approving the reallocation of \$700,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the West Street Transmission Water Main Project (Phase Two), CIP #17-08; and approving a consultant agreement for construction inspection services with Psomas in an amount up to \$227,283 and authorize a contingency of up to 10% (\$22,729).

8. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Consultant Services Agreement with ICF for preparation of the Environmental Impact Report.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, (1) approving an appropriation of \$600,000 to CIP Project #09-15 from the Sewer Enterprise Fund (Fund 220); (2) approving the deletion of a \$600,000 appropriation to CIP Project #09-15 in Capital Projects Fund 501; and (3), authorizing the City Manager to execute the consultant services agreement with ICF for the Lower Cache Creek Feasibility Study Environmental Impact Report for an amount up to \$460,035 for the Lower Cache Creek Feasibility Study, CIP #09-15

9. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve the Urban Flood Risk Reduction Program Amendment with the State of California Department of Water Resources.

RECOMMENDATION FOR ACTION: Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the amendment to the funding agreement with the State of California Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR for the Lower Cache Creek Feasibility Study, CIP #09-15.

10. SUBJECT: Adoption Resolution Authorizing the City Manager to Execute an Agreement with Alta + Design for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an Agreement with Alta + Design , in an amount not to exceed \$133,904 for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

11. SUBJECT: Communications Site License Agreement With GST Capital Partners, LLC

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Communications Site License Agreement with GST Capital Partners, LLC to be located at the northeast corner of the sewer treatment ponds (APN # 027-390-037-000).

12. SUBJECT: Agreement with Central Square for Software Upgrade and Services Related to the NIBRS Certification for the Police Department and the One-Time Appropriation of \$142,908 for the Software Upgrade Costs

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the agreement with Central Square and appropriating \$142,908 to the Police Department's budget in Fund 330 for the software upgrade cost.

13. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended December 31, 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2018.

14. SUBJECT: Addition of a Limited Term Junior Engineer

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving changes within the Community Development Department - Utilities Engineer Division.

J. PUBLIC HEARINGS

15. SUBJECT: PUBLIC HEARING - Adopt Ordinance to Amend, Recodify, and Readopt the Woodland Municipal Code

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a public hearing and adopt Ordinance No. 1641, Amending, Recodifying, and Readopting the Woodland Municipal Code (2019 Edition).

K. REPORTS OF THE CITY MANAGER

16. SUBJECT: Consideration of Funding Priorities for FY20 Community Development Block Grant Program and Receive Public Comment on CDBG Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council provide staff with input on funding priorities for the Fiscal Year 2020 (July 1, 2019 – June 30, 2020) Community Development Block Grant (CDBG) program and receive public comment on the City's CDBG program.

17. SUBJECT: Agricultural Mitigation Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council waive the first reading of an Ordinance adding Chapter 33 to Title 15 of the City of Woodland Municipal Code Implementing the General Plan Policy pertaining to Agricultural Mitigation.

L. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, February 5, 2019 was posted on Friday, February 1, 2019 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 requests 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
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: G.2.
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

The attached revised Council meeting calendar reflects direction provided at the January 26th retreat related to cancelling the Regular Meeting of Tuesday, May 7th and replacing it with a Special Meeting on Thursday, May 9th to allow Council members to participate in the annual Cap-2-Cap visit to Washington, D.C..

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

Paul Navazio
City Manager

Attachments:

1. Council Long Range Calendar
2. 2019 Council Meeting Calendar with Study Session and Special Mtg

UPDATED COUNCIL LONG RANGE CALENDAR

FEBRUARY 19TH

REGULAR MEETING

City Council Goals 2019-20
 Mid-Year Budget Update
 2nd Reading – Ag Mitigation Ordinance
 Commercial Cannabis Business Program – Budget Adjustment

MARCH 5TH

REGULAR MEETING

City Council Minutes of February 5th and 19th
 Woodland Research & Technology Park Update
 Development Impact Fee Update
 West Main Street Contract Award
 Board and Commission – Structure Update
 SACOG – “Green Means Go” Program Support Resolution

MARCH 19TH

REGULAR MEETING

Sanitary Sewer Rates Prop 218 Hearing
 Neighborhood Traffic Calming Program

MARCH 26TH

STUDY SESSION

Spring Budget Workshop

Future Topics / Study Sessions:

April Tree Preservation Ordinance Recreation / Sports Facilities Update & Funding	May Presentation: Proposed Budget General Plan Status Report / Annual Housing Update
June Board and Commission Appointments FY2019/20 Budget Adoption	TBD Non-Conforming Use Zoning Update

City Council Calendar

2019

January						
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February						
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March						
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31						

April						
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May						
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June						
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August						
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November						
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December						
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29	30	31				

City Council Meeting (Regular)
City Council Meeting (Special)
Council Study Session
Holiday

Cap to Cap (May 4 - 8)
Summer Recess (July 17 - Aug 19)
League of CA Cities Conference (Oct 16-18)
Winter Recess (Dec 18 - Jan 1)

* NOTE: Jan 1st HOLIDAY / May 7th - CAP to CAP/Council Meeting



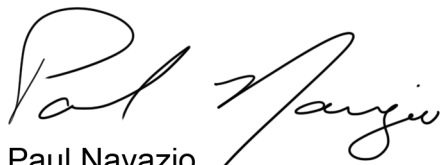
TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: H.3.
SUBJECT: City Council Meeting Minutes of the Joint Regular City
Council/Woodland Finance Authority Meeting of January 15, 2019.

Recommendation for Action:

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 15, 2019.

Staff Contact:

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



Paul Navazio
City Manager

Attachments:

1. 01_15_19 DRAFT CC MINS

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, January 15, 2019

6:00 PM

City Council

CITY COUNCIL
CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency Designated Representatives: N/A
Employee Organization(s): Woodland City Employees Association (WCEA), Woodland Professional Fire Fighters Association (WPFFA), Woodland Fire Mid-Management Association (MFMMA) and Confidential Unit
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code §54956.8)
Property: Approximately 4.7 acres of land located at 1585 East Gibson Road, Woodland, CA 95776, known as generally as the District's former Willow Spring School site
Agency Negotiators: City Manager, Community Development Director and City Attorney
Negotiating Parties: Woodland Joint Unified School District (WJUSD)
Under Negotiation: Price and Terms of Payment
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code §54956.8)
Properties: Yolo County Assessor's Parcel Number 064-170-051-000
Agency Negotiators: City Manager, Assistant City Manager, City Engineer
Under Negotiation: Price and terms of payment

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY
6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:07PM.

D. ROLL CALL

Council Members Present: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Lt. Heath Parsons.

F. 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.

James Vorhees spoke regarding city street, selling of medical marijuana and the selling of Willow Spring School.

G. 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.

Verbal updates provided by Council Members/Staff.

4. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. MINUTES

5. SUBJECT: City Council Meeting Minutes of December 4, 2018 and December 18, 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Special Council Meeting of December 4, 2018 and the Joint Regular City Council/Woodland Finance Authority Meeting of December 18, 2018.

On a motion by Council Member Stallard, seconded by Mayor Fernandez and carried unanimously, Council Members adopted the minutes of the Special Council Meeting of December 4, 2018 and the Joint Regular City Council/Woodland Finance Authority Meeting of December 18, 2018.

**Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
Noes: None**

I. CONSENT CALENDAR

6. SUBJECT: Community Services Department Quarterly Status Report for the period of October through December 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

Received the Community Services Department Quarterly Status Report.

7. SUBJECT: Consideration of Bee City, USA Designation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing submission of a an application to be designated as a Bee City USA member.

Adopted RESOLUTION NO. 7198, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING TO DESIGNATE WOODLAND, CALIFORNIA AS A BEE CITY USA® AFFILIATE.

8. SUBJECT: Authorize the Purchase of a Ford F350 Work Truck for Streets Maintenance

RECOMMENDATION: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a 2019 Ford F350 from Team Ford in the amount of \$56,952.60.

Adopted RESOLUTION NO. 7199, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF ONE REPLACEMENT FORD F350 FOR STREETS MAINTENANCE.

9. SUBJECT: Authorize Appropriation of Funds to the Fiscal Year 2018/19 Clean Air Funds Grant Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing a budget appropriation of \$19,000 to Fund 365 for the Clean Air Funds Grant for fiscal year 2018/19.

Adopted RESOLUTION NO. 7200, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPROPRIATION OF FUNDS TO THE FISCAL YEAR 2018/19 CLEAN AIR FUNDS GRANT BUDGET.

10. SUBJECT: Adopt Resolution No. _____, approving SLIF Reimbursement Agreements Related to Subdivision Map 5092 Oyang South Phase 1

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Approving the SLIF Reimbursement Agreement related to Subdivision 5092, Oyang South Phase 1; and authorizing the City Manager to sign on behalf of the City; and 2) Approving the SLIF Reimbursement Agreement related to Backbone Improvements for Oyang South Phase 1 and Oyang South Phase 2, and authorizing the City Manager to sign on behalf of the City; and 3) Authorizing the City Manager to approve modifications to the SLIF Reimbursement Agreement related to Subdivision 5092, Oyang South Phase 1 not to exceed \$ 168,000 (15%); and 4) Authorizing the City Manager to approve modifications to the SLIF Reimbursement Agreement related to Backbone Improvements for Oyang South Phase 1 and Oyang South Phase 2 not to exceed \$1,049,000 (15%).

Adopted RESOLUTION NO. 7201, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING SLIF REIMBURSEMENT AGREEMENTS ASSOCIATED WITH FINAL SUBDIVISION MAP 5092 OYANG SOUTH PHASE 1 AND BACKBONE IMPROVEMENTS FOR OYANG SOUTH PHASE 1 AND OYANG SOUTH PHASE 2.

11. SUBJECT: Approve Plans and Specifications, and Authorize Bid Advertisement for the WPCF South Pond Pump Station Rehabilitation, CIP #18-07.

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, approving the Plans and Specifications for the Water Pollution Control Facility (WPCF) South Pond Pump Station Rehabilitation, CIP #18-07 and authorize bid advertisement; and adopt Resolution No. _____, for sole sourcing the programmable logic controller (PLC), radio, and power monitor.

At the request of Council Member Stallard, this item was removed from the Consent Calendar and incorporated into Reports of the City Manager, Item No. 17. After a report, discussion and motion on Item No. 17, Council immediately moved to Item No. 11.

On a motion by Council Member Barajas, seconded by Council Member Stallard and carried unanimously, Council Members adopted RESOLUTION NO. 7202, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE WATER POLLUTION CONTROL FACILITY SOUTH POND PUMP STATION REHABILITATION, CIP 18-07 and RESOLUTION NO. 7203, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DESIGNATING CERTAIN PRODUCTS, BRANDS, OR SERVICES PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400 WPCF SOUTH POND PUMP STATION REHABILITATION, CIP #18-06.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

12. SUBJECT: Award Construction Contract for the Dog Gone Alley – Bush Street to College Street Water & Sewer Repair & Replacement Project, CIP #19-16

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a construction contract with Lister Construction, Inc. in the amount of \$477,777. for CIP 19-16, Dog Gone Alley - Bush Street to College Street Water & Sewer Repair & Replacement Project.

Council Member Stallard had a conflict with this item and didn't vote on adoption of resolution.

On a motion by Council Member Fernandez, seconded by Mayor Pro Tem Lansburgh and carried on a 4-1 vote, Council Members adopted RESOLUTION NO. 7204, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH LISTER CONSTRUCTION, INC. IN THE AMOUNT OF \$477,777 FOR CIP 19-16, DOG GONE ALLEY – BUSH STREET TO COLLEGE STREET WATER & SEWER REPAIR & REPLACEMENT PROJECT.

AYES: Barajas, Fernandez, Lansburgh and Rodriguez

NOES: None

ABSENT: Stallard

13. SUBJECT: Approval of Amendment to Fiscal Year 2019 Budget to Add Funding for Homeless-Related Activities

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving additional appropriations of \$104,641 to the General Fund for preparation of No Place Like Home loan funding application, operation of the interfaith winter and temporary emergency shelters, and support to the City's Homeless Outreach Street Team.

Adopted RESOLUTION NO. 7205, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE FISCAL YEAR 2019 BUDGET AND APPROPRIATING \$104,641 IN HOMELESS FUNDS FOR PREPARATION OF THE NO PLACE LIKE HOME FUNDING LOAN APPLICATION, OPERATION OF THE INTERFAITH WINTER AND TEMPORARY EMERGENCY SHELTERS, AND SUPPORT FOR THE CITY'S HOMELESS OUTREACH STREET TEAM.

14. SUBJECT: Approve Second Amendment to the Professional Services Agreement with Joan Planell for Homelessness Consultation Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Second Amendment to the Professional Services Agreement with Joan Planell for Homelessness Consultation Services for an additional \$19,500 for services through June 30, 2019.

Adopted RESOLUTION NO. 7206, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR HOMELESSNESS CONSULTATION SERVICES.

15. SUBJECT: Appoint Member to the Flood/Water Committee

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Marlin "Skip" Davies to the Flood/Water Committee.

Appointed Marlin "Skip" Davies to the Flood Water Committee

On a motion by Council Member Fernandez, seconded by Mayor Pro Tem Lansburgh and carried unanimously, Council Members adopted Consent Calendar Items No. 6 through 15, minus Item No. 11 which was moved to Reports of the City Manager and incorporated with Item No. 17.

The record will also reflect that Council Member Stallard had a conflict with Consent Calendar Item No. 12 and didn't vote on this item.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

J. REPORTS OF THE CITY MANAGER

16. SUBJECT: Approval of Exclusive Right to Negotiate with Friends of the Mission and Funding Commitment for Friends of the Mission's Permanent Supportive Housing Development

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving 1) An Exclusive Right to Negotiate with Friends of the Mission the terms of a long-term ground lease and/or a ground lease with an option to purchase as well as operating terms for the proposed low-income housing project on City-owned property, and 2) Adopt Resolution No. _____, approving a funding commitment of \$900,000 (\$600,000 grant and \$300,000 construction loan) for Friends of the Mission's permanent supportive housing development.

On a motion by Council Member Fernandez, seconded by Council Member Barajas and carried unanimously, Council Members adopted RESOLUTION NO. 7207, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN EXCLUSIVE NEGOTIATING AGREEMENT WITH FRIENDS OF THE MISSION and RESOLUTION NO. 7208, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A \$900,000 FUNDING COMMITMENT FROM THE SPRING LAKE OFFSITE AFFORDABLE HOUSING AND AFFORDABLE HOUSING IN-LIEU FEE FUNDS to ASSIST FRIENDS OF THE MISSION WITH CONSTRUCTION OF A PERMANENT SUPPORTIVE HOUSING DEVELOPMENT.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Noes: None

17. SUBJECT: Approve Plans and Specifications, and Authorize Bid Advertisement for the North Regional Pond and Pump Station, CIP #17-21

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, approving the Plans and Specifications for the North Regional Pond and Pump Station, CIP #17-21 and authorize bid advertisement; and adopt Resolution No. _____, for sole sourcing the programmable logic controller (PLC) and PLC Operator Interface.

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Council Members adopted RESOLUTION NO. 7209, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE NORTH REGIONAL POND AND PUMP STATION PROJECT, CIP 17-21 and RESOLUTION NO. 7210, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DESIGNATING CERTAIN PRODUCTS, BRANDS, OR SERVICES PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400 NORTH REGIONAL POND AND PUMP STATION PROJECT, CIP #17-21.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

18. SUBJECT: Status Report - 2017-2018 Council Goals

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a status report on progress toward achieving Council's priority goals for 2017-2018.

Received status report on the progress toward achieving Council's priority goals for 2017-2018.

19. SUBJECT: Ordinance to Amend, Recodify, and Readopt the Woodland Municipal Code

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) receive a staff report to amend, recodify, and readopt the City's Municipal Code including a new Code Structural Plan; 2) waive the first reading of Ordinance No. _____, Amending, Recodifying, and Readopting the Woodland Municipal Code (2019 Edition); 3) Schedule a public hearing for _____, 2019, for a second reading of Ordinance No. _____.

On a motion by Council Member Barajas, seconded by Mayor Pro Tempore Lansburgh and carried unanimously, Council Members received report to amend, recodify and readopt the City's Municipal Code including a new Code Structural Plan; waived the first reading of an ordinance amending, recodifying and readopting the Woodland Municipal Code (2019 Edition) and scheduled a second reading and public hearing for February 5, 2019.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Noes: None

K. ADJOURN

Meeting adjourned at 7:48 PM in memory of Officer Natalie Corona and retired Firefighter Jim Zuniga.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: H.4.
SUBJECT: Commission on Aging Minutes from November 15, 2018

Recommendation for Action: Staff recommends that the City Council receive the November 15, 2018 Commission on Aging meeting minutes.

Staff Contact:

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

Discussion:

The Commission on Aging met on January 17, 2019 and approved the November 15, 2018 meeting minutes.

Conclusion:

Staff recommends that the City Council receive the November 15, 2018 Commission on Aging meeting minutes.

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

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

Paul Navazio
City Manager

Attachments:

1. Minutes_2018_11_15

City of Woodland

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



Commission on Aging –

Thursday, November 15, 2018

4:00 PM

A. CALL TO ORDER

Meeting called to order at 4:00 p.m.

B. ROLL CALL

Commission Members Present: Chairperson Don Campbell, Commissioner Terry Kelley, Commissioner Regan Overholt, Commissioner Heidi Wheeler

Absent: Commissioner Linda Weesner

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

E. REGULAR CALENDAR

1. Consider Commissioner Requests for Planned Absences from Future Meetings

No requests.

2. Approve the October 18, 2018 Minutes

On a motion by Commissioner Heidi Wheeler, seconded by Commissioner Terry Kelley and carried unanimously, Approve the October 18, 2018 Minutes

Ayes: Chairperson Don Campbell, Commissioner Terry Kelley, Commissioner Regan Overholt, Commissioner Heidi Wheeler

Noes: None

Absent: Commissioner Linda Weesner

3. Committee Reports

No reports.

F. NEW BUSINESS

4. Election of Officers

On a motion by Commissioner Terry Kelley, seconded by Commissioner Heidi Wheeler and carried unanimously, to elect Don Campbell as Chair.

Ayes: Chairperson Don Campbell, Commissioner Terry Kelley, Commissioner Regan Overholt, Commissioner Heidi Wheeler

Noes: None

Absent: Commissioner Linda Weesner

On a motion by Commissioner Heidi Wheeler, seconded by Commissioner and carried unanimously, to elect Terry Kelley as Vice Chair.

Ayes: Chairperson Don Campbell, Commissioner Terry Kelley, Commissioner Regan Overholt, Commissioner Heidi Wheeler

Noes: None

Absent: Commissioner Linda Weesner

Regan Overholt

5. Update Work Plan

Update the Work Plan for 2019 as follows:

1. Change objective to "Recommend and Support Intergeneration projects between seniors and children
2. Remove Promotion & Speaker Series
5. Remove Technology for Seniors
6. Add All Commissioners
7. Change Objective to Support Opportunities for Fundraising and Provision of Increased Handicap Parking Spaces.

G. REPORT OF THE STAFF

Engel provided an update on the Senior Center Inc. Fundraiser and an upcoming "Coffee with the District Attorney".

6. Monthly Senior Center Report

H. COMMUNICATIONS - PUBLIC COMMENT

I. AGENDA ITEMS FOR NEXT MEETING

J. ADJOURN

On a motion by Commissioner Terry Kelley, seconded by Commissioner Heidi Wheeler and carried unanimously, to Adjourn at 4:45 p.m.

Ayes: Chairperson Don Campbell, Commissioner Terry Kelley, Commissioner Regan Overholt, Commissioner Heidi Wheeler

Noes: None

Absent: Commissioner Linda Weesner



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: H.5.
SUBJECT: Parks & Recreation Commission Meeting Minutes for November 26, 2018

Recommendation for Action: Staff recommends that the City Council receive the November 26, 2018 Parks & Recreation Commission Meeting Minutes.

Staff Contact:

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

Discussion:

The Parks & Recreation Commission held their last meeting on January 28, 2019. At this meeting the Parks & Recreation Commission approved the minutes from November 26, 2018.

Conclusion:

Staff recommends that the City Council receive the November 26, 2018 Parks & Recreation Commission Meeting Minutes.

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

Paul Navazio
City Manager

Attachments:

1. PR Commission Minutes 11262018

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission –

Monday, November 26, 2018

6:30 PM

A. CALL TO ORDER

Meeting called to order at 06:31 PM

B. ROLL CALL

Commissioners Present: Commissioner Rashid Ali, Commissioner Andrew Foraker, Chairperson Jon-Paul Valcarenghi, Vice-Chairperson Carla White-Snyder

Absent: None

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

None

E. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

None

F. PRESENTATION

None

G. COMMITTEE REPORTS

Verbal updates provided by Commissioners.

1. Standing Committee Report

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

On a motion by Commissioner Andrew Foraker to add Carla White-Snyder to the Volunteerism Committee, seconded by Commissioner Rashid Ali and carried unanimously.

Ayes: Commissioner Rashid Ali, Commissioner Andrew Foraker, Chairperson Jon-Paul Valcarenghi, Vice-Chairperson Carla White-Snyder

Noes: None

Absent: None

H. CONSENT CALENDAR

2. Approve Minutes for September 24, 2018

On a motion by Commissioner Rashid Ali to accept the minutes as written, seconded by Vice-Chairperson Carla White-Snyder and carried unanimously.

Ayes: Commissioner Rashid Ali, Commissioner Andrew Foraker, Chairperson Jon-Paul Valcarenghi, Vice-Chairperson Carla White-Snyder

Noes: None

Absent: None

I. OTHER BUSINESS

3. Commission Absent Requests

On a motion by Vice-Chairperson Carla White-Snyder to approve the absent request by Andre Foraker to be absent from the February 25, 2019 meeting, seconded by Commissioner Rashid Ali and carried unanimously.

Ayes: Commissioner Rashid Ali, Commissioner Andrew Foraker, Chairperson Jon-Paul Valcarenghi, Vice-Chairperson Carla White-Snyder

Noes: None

Absent: None

J. REPORT OF THE STAFF

4. Staff Report for November 26, 2018 for Parks & Recreation Commission
Verbal updates provided by Staff.

5. Provide Input and Approve Second Draft of the Urban Forest Management Plan and Discuss the City's Tree Ordinance.

Tina McKeand, Davey Resource Group provided an overview of the draft Urban Forest Master Plan. Vice-Chairperson White-Snyder requested the document address fire risk as well as the implementation of solar projects relative to tree maintenance, removals, and/or plantings.

A discussion of proposed changes to the tree ordinance also occurred. The Commission supported moving forward with proposed changes to the ordinance for development projects. They requested that staff explore further regulations related to protecting trees on private property (residential and commercial).

6. Budget Update

Verbal updates provided by Staff.

K. NEXT MEETING: January 28, 2018

L. ADJOURN

On a motion by Vice-Chairperson Carla White-Snyder to adjourn the meeting at 9:01 p.m., seconded by Commissioner Andrew Foraker and carried unanimously.

Ayes: Commissioner Rashid Ali, Commissioner Andrew Foraker, Chairperson Jon-Paul Valcarengi, Vice-Chairperson Carla White-Snyder

Noes: None

Absent: None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: I.6.
SUBJECT: Final Acceptance and Notice of Completion for 2018 Road Maintenance Project, CIP 18-02

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the 2018 Road Maintenance Project, CIP 18-02, as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

The total budget for the 2018 Road Maintenance project is \$1,075,000 (CIP 18-02), funded primarily by Measure E with the Water Enterprise Fund contributing \$75,000 to fund improvements associated with water utility conflicts. This project funding is also consistent with the approved Measure E Spending Plan. Actual costs to complete the project were \$905,451, or \$169,549 (15.7%) under-budget. The unspent funds are available to support the 2020 Road Maintenance project.

There is no impact to the General Fund.

Background:

In 2006, voters approved Measure E, the ½ cent sales tax, along with advisory measures to identify voter preferences for use of those tax proceeds. Under the advisory measures, road maintenance and repair received the second highest voter response. Accordingly, staff identified a pavement management program that would address pavement maintenance on all local streets within the life of Measure E. This project is the completion of that commitment.

This project performed pavement maintenance seals in Zones 9, 10, 11, and 14 of the City. This is the area within the City limits east of East Street, north of Main Street, and also included the public streets adjacent to the Woodland Gateway Shopping Center. The work was primarily on local streets with some work on collector and arterial streets.

Discussion:

The City Council authorized bid advertisement of the Project on December 19, 2017. The project was awarded to the contractor, Pavement Coatings Company, on March 6, 2018 via Resolution No. 7019. Construction is now complete and ready for acceptance.

Two change orders were executed throughout the course of the project in a total amount of \$19,518.19. This represents approximately 2.7% of the original contract value, which is below the approved 15% construction contingency of \$109,329.19.

The final project cost breakdown is as follows:

Design/Staff/Project Management	\$32,000.00
Construction	
Construction Contract	\$728,861.29
Change Orders	\$19,518.19
Construction Management/Inspection	\$125,072.00
Total Construction	\$873,451.48
Total Project Costs	\$905,451.48
Total Project Budget	\$1,075,000.00

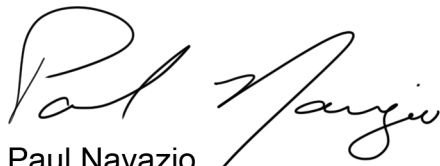
Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the 2018 Road Maintenance Project, CIP 18-02, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Diana Ayón, Senior Associate Civil Engineer

Reviewed by: Brent Meyer, City Engineer

Ken Hiatt, Assistant City Manager/Community and Economic Development Director



Paul Navazio
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ACCEPT THE 2018 ROAD MAINTENANCE
PROJECT (CIP 18-02) CONSTRUCTION CONTRACT AS COMPLETE AND
AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

WHEREAS, the 2018 Road Maintenance Project (CIP 18-02) is fully funded in the Capital Budget for \$1,075,000; and

WHEREAS, the City Council authorized staff to bid the 2018 Road Maintenance Project, CIP 18-02 on December 19, 2017; and

WHEREAS, the City Council on March 6, 2018 authorized the City Manager to award and execute a construction contract with Pavement Coatings Company; and

WHEREAS, construction began on April 30, 2018 and was substantially completed in June 2018.

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

Section 1: The City Council hereby accepts 2018 Road Maintenance Project, CIP 18-02 as complete.

Section 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion for the 2018 Road Maintenance Project, CIP 18-02.

PASSED AND ADOPTED this _____ day of _____ 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: I.7.
SUBJECT: Award Construction Contract for the West Street Transmission Water Main Project (Phase Two), CIP #17-08

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, 1) Awarding a construction contract in the amount of \$1,767,360 to Lund Construction Co. for CIP 17-08, West Street Transmission Water Main Project (Phase Two) and authorize a contract contingency of up to 10% (\$176,730); and approving the reallocation of \$700,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the West Street Transmission Water Main Project (Phase Two), CIP #17-08; and approving a consultant agreement for construction inspection services with Psomas in an amount up to \$227,283 and authorize a contingency of up to 10% (\$22,729).

Staff Contact

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

Fiscal Impact

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 project currently has a total budget of \$4,050,300 funded by the Water (\$3,955,300) and Sewer (\$95,000) Enterprise Funds. Approximately, \$2.32 million was spent on the first phase of the project. Phase 2 has an estimated total project cost of \$2,400,000, including the construction contract, construction contingency, inspection costs, design, and project management. Phase 1 costs plus Phase 2 bring the total cost to \$4.72 million. Staff is requesting that \$700,000 of available Water Enterprise Funds be reallocated from CIP 09-23 to CIP 17-08 to cover the additional project expenses.

When the project was originally scoped, it did not envision any connections to existing water mains for the entire length of the new pipeline. Upon further consideration during the initial design phases, it was determined that the new main would be connected to intersecting mains and service laterals north of Lincoln Street, thereby replacing the existing 10" main which is to be abandoned once the new main goes into service. This is the reason for the additional cost to the project.

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 was planned to be constructed in two phases: Southern City limit to Southwood Drive in 2018, and from Southwood Drive to Clover Street in 2019.

Discussion

Work for Phase Two (2019) generally includes the construction of new 12 and 16-inch diameter water transmission mains from the Southwood Drive (stopping point of phase 1) to Clover Street. Pipeline construction through the intersection of Court & West was completed in Phase 1 ahead of the Court Street roadway replacement project. The pipeline will transition from 16" to 12" near of the intersection of Lincoln Avenue. North of this location the water main will be 12" and have connections to services and intersecting mains. The existing main will be abandoned north of 449 West Street. South of this address, the existing 10-inch water main on West Street is in good condition and will remain in service and 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. Project specifications will require pipeline construction through the intersection of West & Main Streets be performed as the first order of work to avoid conflict with the West Main Street Roadway Construction Project (CIP 17-16).

The City advertised for bids on December 21, 2018. On January 24, 2019, the City received 10 bids for CIP 17-08 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	LUND CONSTRUCTION CO.	\$1,767,360.00
2	LISTER CONSTRUCTION INC.	\$1,838,525.00
3	TERRACON CONSTRUCTORS INC.	\$1,943,493.00
4	RAPID CONSTRUCTION INC. dba RAPID GENERAL ENGINEERING	\$1,974,479.10
5	GARNEY CONSTRUCTION	\$2,091,400.00
6	TEAM GHILOTTI, INC.	\$2,140,977.77
7	NORTHERN PACIFIC CORPORATION	\$2,148,955.00
8	CIVIL ENGINEERING CONSTRUCTION INC.	\$2,150,110.00
9	R.J. GORDON CONSTRUCTION INC.	\$2,281,130.00
10	SWIERSTOK ENTERPRISE INC. dba PRO BUILDERS	\$2,787,500.00

The engineer's estimate for the project construction was \$2,294,725. Staff has performed due diligence in reviewing the bids. Lund Construction Co. 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 2019.

In September 2018, staff released a request for qualifications for consulting firms to perform construction management and inspection services for various pipeline projects throughout the City. Staff reviewed the statements of qualification received and selected 8 firms for an on-call construction management and inspection list. Psomas is one of the firms on the new on-call list and has provided Construction Management and Inspection Services on a number of pipeline projects for the City of Woodland. They are 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. _____, 1) Awarding a construction contract in the amount of \$1,767,360 to Lund Construction Co. for CIP 17-08, West Street Transmission Water Main Project (Phase Two) and authorize a contract contingency of up to 10% (\$176,730); and approving the reallocation of \$700,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the West Street Transmission Water Main Project (Phase Two), CIP #17-08; and approving a consultant agreement for construction inspection services with Psomas in an amount up to \$227,283 and authorize a contingency of up to 10% (\$22,729).

Prepared by: Ed Wisniewski, Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utility Engineer

Brent Meyer, City Engineer

Ken Hiatt, Assistant City Manager/Community & Economic Development Director



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Psomas Inspection Contract

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH LUND CONSTRUCTION CO. FOR CIP 17-08, WEST STREET TRANSMISSION WATER MAIN PROJECT (PHASE TWO).

WHEREAS, the City Council wishes to approve a Construction Contract with Lund Construction Co. for CIP 17-08, West Street Transmission Main Project (Phase Two) 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% (\$176,736); and

WHEREAS, the City Council wishes to approved the reallocation of \$700,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance & Repair Project, CIP #09-23, to the West Street Transmission Main Project (Phase Two), CIP #17-08; and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on December 5, 2018; and the City of Woodland advertised for bids on December 21, 2018; and

WHEREAS, on January 24, 2019 the City of Woodland received 10 bids, and Lund Construction Co. was determined to be the lowest responsive bidder with a base bid of \$1,767,360; and

WHEREAS, the City Council wishes to approve a consultant agreement for construction inspection services with Psomas for an amount up to \$227,283.

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 Lund Construction Co. in the amount of \$1,767,360 and approves a ten (10%) percent construction contingency in the amount of \$176,736. 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 reallocation of \$700,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance & Repair Project, CIP #09-23, to the West Street Transmission Main Project (Phase Two), CIP #17-08.

Section 3. The City Council hereby authorizes the City Manager to approve a consultant agreement with Psomas for construction inspection services for an amount up to \$227,283 and a 10% contract contingency in an amount up to \$22,729.

Section 4. 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 Fifth day of February 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION
SERVICES

CM #	
------	--

This Agreement is made and entered into this _____ day of _____, 2019 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 Water Main Project, Phase 2 (“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 June 30, 2020, 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 TWENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS (\$227,283) 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 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 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

January 3, 2018

CITY OF WOODLAND

300 First Street
Woodland, CA 95695

Subject: Proposal to Provide Construction Management and Inspection Services for the
2019 West Street Water Main Project

Dear Ed:

Psomas is pleased to submit our proposal to provide part-time project management support and full-time inspection services on the above referenced project.

We understand that you would like Psomas to provide full-time inspection services for the 2019 West Street Water Main project. We will assign Bill Starck as the inspector. Brian Frাগiao, PE will provide part-time Project Manager assistance and attend weekly meetings twice per month, and Kim Yuson will assist with monthly invoicing on a part-time basis. This cost proposal does not currently include a budget for material testing, but this can be added if the City desires to have material testing services for the project under our contract. We 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

EXHIBIT “B”

SCHEDULE OF SERVICES

Based on your conversation with Cliff Watson and Brian Fragio on December 11, our project assumptions are:

- Pre-Construction Phase - 10 working days (review plans, meet with contractor and design engineer, prepare contract file system)
- Construction Phase - 120 working days (6 months)
- Post-Construction Phase - 15 working days (punchlist review, contract closeout)
- TOTAL - 145 working days (WD)
- For budget purposes, we assume Inspection services at 8hrs/WD for a total of 1,160 hours. Additionally, we assumed another 10% (116 hours) as overtime. We also assume Project Manager support services at 8 hrs/mo and administrative services at 2 hrs/mo for a total of 56 and 14 hours of contract management respectively.
- We assume construction activity will occur during normal weekday hours at a standard 8 hour per day. The contractor will likely choose to work longer days on occasion based on activity requirements or to make up for delays.
- Notice to Proceed (NTP) expected April 1, 2019 or shortly thereafter. No time will be charged by Psomas until the City has issued the NTP and directed Psomas to begin.

EXHIBIT "C"
COMPENSATION

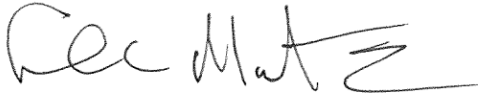
Predicated on the above, our opinion of probable cost is as shown below. Payment shall be based on an actual time & materials basis using the following rates:

DESCRIPTION	HOURS	RATE	TOTAL
Project Manager, Brian Fragio	56	\$200.00	\$11,200
Inspector, Bill Starck (ST)	1,160	\$164.00	\$190,240
Inspector, Bill Starck (OT)	116	\$211.56	\$24,540.96
Project Assistance, Kim Yuson	14	\$93.00	\$1,302
Subtotal			\$227,282.96
Contingency (0%)			\$0
TOTAL			\$227,282.96

*Overtime is charged at 129% 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,
P S O M A S



Frank C. Martin III, PE, QSP, ENV-SP
Vice President
Cc: Brian Fragio, PE, Project Manager



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: I.8.
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Consultant Services Agreement with ICF for preparation of the Environmental Impact Report.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____,:
(1) approving an appropriation of \$600,000 to CIP Project #09-15 from the Sewer Enterprise Fund (Fund 220);
(2) approving the deletion of a \$600,000 appropriation to CIP Project #09-15 in Capital Projects Fund 501; and
(3), authorizing the City Manager to execute the consultant services agreement with ICF for the Lower Cache Creek Feasibility Study Environmental Impact Report for an amount up to \$460,035 for the Lower Cache Creek Feasibility Study, CIP #09-15.

Staff Contact

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

Fiscal Impact

This Lower Cache Creek Feasibility Study project is included in the approved Capital Budget with a total budget of \$3,550,000, of which \$2,950,000 is being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 19, 2018. The current budget also includes \$600,000 in funding that is expected to be reimbursed from the California Department of Water Resources (DWR) - Urban Flood Risk Reduction (UFRR) grant. The overall project budget is not modified through this action, and the use of a single funding source allows for better tracking of the project budget.

The work under this contract is part of the work scoped under the UFRR grant. The City is the lead agency for work under the UFRR agreement and as the lead, manages the contracts with the consultants working on the project. Work under the UFRR grant is cost shared with the Department of Water Resources at 50% City and 50% DWR. Approximately \$230,000 of this work is expected to be pass-through funding with reimbursement from DWR.

Background

The draft report for the Tentatively Selected Plan (TSP) milestone for the Lower Cache Creek Feasibility Study has been completed. The TSP conference is expected to be held in February 2019. Upon completion of the TSP Conference, the Corps will proceed to complete the National Environmental Policy Act (NEPA) document. The Corps is expected to prepare an Environmental Impact Statement (EIS). The EIS and incorporation of any modifications to the TSP would be completed as part of reaching the Agency Decision Milestone. The Agency Decision Milestone marks the endorsement of the recommended plan and the steps necessary to complete the feasibility level design and feasibility study report package.

The scope of work within the Corps Lower Cache Creek Feasibility Study does not include preparation of the California Environmental Quality Act (CEQA) document because it is a State and not Federal requirement. The preparation of the CEQA document is the responsibility of the non-federal sponsors of the Corps Study.

The City is the lead agency for the scope of work that is outside of the Corps Study. The UFRR grant provides the agreement for the City and DWR to cost share in this effort. (The amendment to the UFRR Agreement is a separate Council action).

The contract with ICF includes the scope of work necessary to coordinate with the design team and complete the analyses necessary to complete CEQA. The scope of work also includes coordination with the Corps and DWR throughout this process.

Discussion

The preparation of the environmental document begins after Corps completion of Milestone 2 - Tentatively Selected Plan. The Milestone 2 conference has not yet been scheduled, but is expected to occur in February 2019. The intent is that preparation of the CEQA environmental document would be in parallel with the Corps EIS. The schedule is dependent on the Corps schedule, access to information and analysis within the EIS. The schedule contemplates a Public Draft EIR around August 2019 and a filing of the Notice of Completion in early 2020. The ICF work focuses primarily on preparation of the environmental documentation and coordination with the flood management team. The work generally includes: conducting biological and cultural records searches and field surveys, preparation of the environmental baseline and project description, preparation of draft Environmental Impact Report (EIR), and preparation of Administrative Final EIR.

The work covered under the UFRR grant for the Feasibility Study includes preparation of CEQA documentation, and a project description for NEPA documentation for the Project. The project description will include a narrative describing the project; description of project construction phases (site clearing and grubbing, grading, excavation, embankment construction, etc.); table of construction equipment, schedule, and labor force; and, description of long-term operation and maintenance requirements. The tasks associated with engineering, modifications to the internal drainage system, and identification of nonstructural elements for industrial and agricultural facilities north of Woodland.

The City issued a Request for Qualifications for Environmental Services firms in July 2018. ICF was included in the list of quality based selected firms to provide environmental services to the City in August 2018. ICF is also experienced in the preparation of environmental documents for flood management projects in the Sacramento area and is experienced in coordinating with both the Army Corps of Engineers and DWR.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, (1) approving an appropriation of \$600,000 to CIP Project #09-15 from the Sewer Enterprise Fund (Fund 220); (2) approving the deletion of a \$600,000 appropriation to CIP Project #09-15 in Capital Projects Fund 501; and (3), authorizing the City Manager to execute the consultant services agreement with ICF for the Lower Cache Creek Feasibility Study Environmental Impact Report for an amount up to \$460,035 for the Lower Cache Creek Feasibility Study, CIP #09-15.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer

Ken Hiatt, Assistant City Manager/Economic & Community Development Director



Paul Navazio
City Manager

Attachments:

1. Resolution
2. ICF Proposal

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE CONTRACT WITH ICF FOR CONSULTING SERVICES TO
PREPARE THE LOWER CACHE CREEK FEASIBILITY STUDY ENVIRONMENTAL
IMPACT REPORT, CIP #09-15**

WHEREAS, the City wishes to fund the Lower Cache Creek Feasibility Study, CIP #09-15 with a budget appropriation in the amount of \$600,000 from the Sewer Enterprise Fund with future repayment from the Storm Drain Enterprise Fund.

WHEREAS, the City wishes to delete the current appropriation of \$600,000 from Fund 501- Capital Project from the Lower Cache Creek Feasibility Study, CIP #09-15 project.

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services agreement with ICF for Environmental Consulting Services ("Agreement"); and

WHEREAS, ICF was selected through a quality based selection process in August 2018; and

WHEREAS, ICF is experienced in the preparation of CEQA documents for flood management projects; and

WHEREAS, ICF will provide the tasks associated with the environmental analysis and documentation activities necessary to complete the Environmental Impact Report for the Lower Cache Creek Feasibility Study; and

WHEREAS, the contract amendment with ICF authorizes a contract amount of \$460,035 to cover the scope of work; 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 a budget appropriation in the amount of \$600,000 for the Lower Cache Creek Feasibility Study, CIP #09-15 from the Sewer Enterprise Fund with future repayment from the Storm Drain Enterprise Fund, or other future funds available.

Section 2. The City Council hereby deletes the appropriation of \$600,000 from the Capital Projects - Fund 501 from the Lower Cache Creek Feasibility Study, CIP #09-15.

Section 3. The City Council hereby approves the Agreement with ICF in the amount of \$460,035. 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 4. Copies of the Consultant Agreement for Environmental 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 5th day of February 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

City of Woodland – Lower Cache Creek Environmental Impact Report

January 17, 2019

This scope of work describes the tasks associated with environmental analysis and documentation activities for the City of Woodland’s Woodland Flood Risk Management Project. The scope is divided into three major elements of:

- alternatives development support,
- environmental baseline and project description development, and
- environmental impact report (EIR).

Task 1. Alternatives Development Support

Task 1a. Conduct Biological and Cultural Resource Records Search

Objective. The purpose of this task is to determine occurrences of listed species and potential significant cultural resources that could be affected by the project and to develop a field survey plan.

Methods. ICF will conduct a records search for the maximum assumed footprint provided by the design team and a 0.25-mile radius surrounding the project area. For special-status species, ICF will conduct a search of the California Natural Diversity Database (CNDDB), the California Native Plant Society’s (CNPS’s) online Inventory of Rare and Endangered Plants, and the USFWS website to verify recent records. For cultural resources, the records search will be conducted at the Information Center of the California Historical Resources Inventory, which maintains the State of California’s official records of previous cultural resource studies and known cultural resources. Additionally, ICF will consult cultural resource sources on file at our Sacramento office’s cultural resources library. Finally, ICF will obtain historic maps from the Bureau of Land Management Cadastral Survey Office in Sacramento and from the Government Publications and California Room of the California State Library.

ICF will correspond with Native Americans that are knowledgeable about cultural resources in the project area. This correspondence is likely to generate information concerning cultural resources that is not available in other sources. ICF will request from the Native American Heritage Commission (NAHC) a search of the Sacred Lands File and a list of Native American contacts in the area. ICF will send project notification letters and project area maps to the individuals and organizations on the NAHC list, requesting information about cultural resources in the project area. Follow-up phone calls will be placed to those contacts that do not respond to the notification letters.

ICF will also seek information about cultural resources from local historical societies and preservation groups. Correspondence will proceed via notification letters and phone calls, as described in the previous paragraph.

Assumptions. Assembly Bill (AB) 52 consultation will not be necessary since the Notice of Preparation was released prior to July, 2015, when AB 52 came into effect.

Data Needs

- GIS shapesfiles showing the footprints for all action alternatives.

Deliverables

- Preliminary constraints map in GIS based on records with accompanying table summarizing resources.

Task 1b. Conduct Environmental Constraints Analysis

Objective. This task entails preparation of a California Environmental Quality Act (CEQA)-style Initial Study checklist that will serve as 1) an environmental constraints analysis to inform the development of the project alternatives to be analyzed, and 2) the basis for the future CEQA compliance document.

Methods. ICF will coordinate with the project team, review the feasibility study alternatives, review existing information and previously prepared project documents, and summarize and document environmental constraints. Documentation will be in the form of a CEQA-style Initial Study checklist. ICF will use information provided by the design team and would evaluate up to 3 alternatives in addition to the No Action alternative. ICF will also assist the project team by suggesting potential modifications to the alternatives that could avoid or minimize environmental impacts while still meeting project objectives.

Assumptions. Results of Task 1a will provide substantial input into the environmental constraints analysis.

Deliverables

- CEQA-style Initial Study checklist documenting environmental issues associated with each feasibility study alternative.

Task 1c. Project Development Team Coordination

Objective. This task entails on-going coordination with the design team, outreach team, City of Woodland and their designees, and the environmental team to facilitate integrated and efficient environmental analysis and documentation.

Methods. ICF will initiate and/or support project management, including biweekly team meetings, biweekly City of Woodland conference calls, and biweekly environmental conference calls. ICF will review engineering design drawings at key milestones and provide suggestions to the design team, including environmental protection measures. ICF will review specifications and provide comments digitally via track-changes and inserts where necessary regarding environmental protection.

Assumptions. ICF will assist with developing an environmental protection figure for the construction drawings and specifications inserts.

Deliverables

- Agendas, meeting notes, and supporting materials as required.
- Input to the master schedule managed by MBK.
- Construction drawing mark-ups at key milestones, digital copy of specifications with track changes, and inserts on environmental protection measures.

Task 2. Environmental Baseline and Project Description Development

Task 2a. Initiate EIR

Objective. As a government entity performing a discretionary action to adopt a project, the City of Woodland must comply with the CEQA through analysis and documentation of the possible environmental effects of the project. The purpose of this task is to begin the EIR process to solicit input about alternatives and the scope of the EIR and to begin development of the environmental document.

Methods. This task will include the initial phases of the environmental document, including:

- coordination with the City of Woodland for lead agency preferences and format,
- public scoping,
- development of the detailed document outline,

- development of the introductory chapter of the EIR (including project purpose, objectives, and need), and
- development of the draft project description.

This task includes the entire CEQA scoping process. ICF will design and print meeting materials. ICF will use information provided by the design team and would fully describe up to 3 alternatives in addition to the No Action alternative. The project description would be drafted to meet CEQA standards.

Assumptions. It is assumed that the NOP that was released in June, 2015, is suitable for meeting CEQA standards.

It is assumed the project mailing list will be provided by others.

It is assumed that the design team will screen the range of measures and alternative to three build alternatives for use in the environmental document.

Deliverables

- Prepare for and attend up to 2 scoping meetings (up to 3 ICF staff attending)
- Draft scoping report
- Detailed EIR outline
- Administrative draft introduction (Chapter 1) and project description (Chapter 2)

Task 2b. Conduct Biological and Cultural Resource Field Surveys

Objective. The purpose of this task is to support future analyses required for environmental permitting and mitigation requirements through the collection of existing conditions information for biological and cultural resources within the project area.

Methods

Arborist Survey. Trees will be surveyed in accordance with local tree ordinances and other regulatory permit requirements stipulated for the project at the time of survey. This scope assumes no more than 500 trees will be potentially affected within the project area. Tree information to be gathered in the field will include:

- Tree number
- Botanical and common names of trees
- Native, ornamental, or invasive species status
- Number of trunks
- Diameter at breast height (DBH) in inches at 4' 6" above grade
- Tree Protection Zone (TPZ) radius (longest dripline measurement plus 1 foot)
- Protected status for each tree
- Tree health, vigor, and structure rating

Botanical and Elderberry Surveys. ICF will conduct the floristic surveys by walking transects in portions of the project area that support natural (or naturalized) vegetation. The surveys will be conducted in accordance with the approach outlined in the California Department of Fish and Wildlife's (DFW's) 2009 *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities*.

All plant species observed will be identified to the level necessary to determine whether they qualify as special-status plants or are plant species with unusual or significant range extensions. The DFW guidelines also require that floristic surveys be conducted when special-status plants that could occur in the area are evident and identifiable, generally during the reported blooming period. To account for different special-status plant identification periods, two series of floristic surveys will likely be required in May and June or July. The locations of any special-status plants identified in the project area will be recorded using a GPS receiver and submitted to the CNDDDB. Elderberry shrubs will be surveyed according to USFWS protocol.

Swainson's Hawk and Other Raptor Surveys. ICF will prepare aerial maps of the survey area with known locations of Swainson's hawks and other raptors obtained from the CNDDDB and other resources. ICF's wildlife biologists will use these maps to identify potentially suitable nesting habitat for Swainson's hawks, navigate the survey area, and map nest structures. GPS receivers will also be used to navigate the survey area and record nest locations. Surveys will be conducted within the project area and up to 0.5 mile of the project area (where access from public roads is available). Three surveys will be conducted during each of the following two survey periods. Surveys to locate nest structures will be conducted in February and/or March when most trees are leafless. A second set of surveys will be conducted during April when activity at nests sites is high. Surveys will be conducted by vehicle and on foot. Biologists will record survey times, weather, habitat information, and behaviors observed during the surveys. Locations of active Swainson's hawk nests will be submitted to the CNDDDB.

Bat Surveys. ICF's biologists will conduct a literature search to locate documents containing bat location information in the vicinity of the project and other relevant information. ICF biologists will conduct a reconnaissance survey of the project area and determine suitable locations for acoustic monitoring stations. Passive acoustic monitoring using full spectrum bat detectors will be used to assist in determining species present. Monitoring will be conducted at multiple locations within the proposed project area and in various habitat types to obtain information about the bats species present. A GPS receiver will be used to record locations of monitoring stations. Surveys will be spaced throughout the year to obtain information on the seasonal use of the project area. If site security allows, detectors will be set to record bat calls for the duration of each night. To the extent possible, all monitoring will be conducted during favorable weather conditions (calm nights with temperatures conducive to bat activity and no precipitation predicted). During reconnaissance surveys and set up of monitoring stations, high quality roosting areas will be identified and mapped. Bat calls that are recorded on the detectors will be processed and analyzed using SonoBat software. Up to four bat detectors (at four locations) will be used to conduct up to four different surveys for four nights each at different times of the year, resulting in 64 sets of data to be processed and analyzed.

Surveys will provide general information on the species and timing present, and will be used to focus preconstruction survey efforts after more detailed information on construction impacts is available (i.e., when trees to be removed are identified).

Cultural Resources. ICF cultural resources staff will conduct a pedestrian survey of the project area where construction activities may occur. Any archaeological resources found will be documented and any previously recorded resources will be relocated.

ICF will prepare a cultural resources technical memorandum to support the cultural resources and tribal cultural resources chapters in the EIR. The memorandum will include a description and justification of methods employed, results of the field survey and records searches, and a record of any correspondence with interested parties. ICF will prepare a draft and final version of the memorandum. The draft

memorandum will be submitted to the City of Woodland for review. The final memorandum will be included as an appendix to the EIR. A copy will also be submitted to the Information Center.

Assumptions. The design team will provide the study area in which effects may occur. It is assumed that the design team will produce exhibits with the direction of ICF staff.

The City of Woodland will procure access to the entire project area, including private property, prior to the initiation of surveys to facilitate efficient survey coverage.

A comprehensive arborist survey of the entire study area will not be conducted but limited arborist surveys will be conducted where tree removal is expected for all project alternatives.

Deliverables

- Land cover type survey, including rare plant, protected trees, and wildlife habitat occurrence.
- Cultural Resources technical memorandum (draft and revision).
- Technical appendix to the EIR to include list of all plant species observed during the surveys, a map depicting the locations of any special-status wildlife or plants observed, representative photographs, and the results of the record searches from CNDDB, CNPS, and USFWS.

Task 3. Environmental Impact Report

Task 3a. EIR Administrative Drafts

Objective. This task entails development through the lead agency review process of an EIR to comply with CEQA.

Methods. ICF will prepare and distribute an administrative draft EIR and a screen-check draft. The EIR will describe the project purpose, need, and objectives; construction and operation activities; the existing conditions and regulatory setting; thresholds of significance and potential impacts; and mitigation measures. This task includes on-going coordination with the City of Woodland team in developing the document.

Assumptions. The design team will provide on-going design information related to delineation of disturbance area; excavation limits, depth, and volume; material import and movement; and structural footprint. There will be no substantial project changes after development of the Administrative Draft EIR.

Deliverables

- Administrative Draft EIR and screen-check revision for review by the City of Woodland team in MS Word and pdf and up to 10 printed hard copies.
- Comment resolution document.

Task 3b. Public Draft EIR

Objective. This task entails developing the EIR initiated through the lead agency review process to be circulated as a public draft to comply with CEQA.

Methods. ICF will prepare and circulate the EIR. ICF will be responsible for related legal noticing. ICF will support presentation of public draft to the City of Woodland council and public in public meetings (assumed to be 1 council meeting and 2 general public meetings). ICF will collect and catalog public comments as received.

Assumptions. There will be no substantial project changes after development of the Administrative Draft EIR.

Deliverables

- Public Draft EIR for web posting in pdf and up to 30 printed hard copies.
- Comment resolution document.
- Draft and final notice for publication in Woodland Daily Democrat for Draft EIR (with proof of publication).
- Noticing with the State Clearinghouse.

Task 3c. Administrative Final EIR

Objective. ICF will support the City of Woodland in reviewing and responding to comments toward preparation of an Administrative Final EIR.

Methods. ICF will review comments on the Draft EIR and prepare responses to those comments in coordination with the City of Woodland for incorporation into the Final EIR. In addition, ICF will prepare a Mitigation Monitoring and Reporting Program (MMRP) for CEQA adequacy.

Assumptions. There will be no substantial project changes after development of the Draft EIR. The Final EIR will be approached as simple redline/strikeout for revisions, which are expected to be minimal because most of the effort will be involved in responses to comments.

Deliverables

- Draft and final responses to comments.
- Revisions to the EIR analysis for inclusion in the Final based on comments on the Draft, consistent with comment responses.

Task 3d. Final EIR and CEQA Completion

Objective. Support the City of Woodland with agency decision documentation in finalizing the CEQA process. Support the City of Woodland with public noticing in finalizing the CEQA process.

Methods. ICF will revise and finalize the document based on team comments. Following adoption of a project and certification of the EIR, ICF will prepare the Notice of Determination (NOD) and file it with the State Clearinghouse and Yolo County Clerk's office, along with the appropriate fee. Fees are included in this scope of work. Proposed responses will be circulated to state agencies per CEQA.

Assumptions. There will be no substantial project changes after development of the Draft EIR. It is assumed that City of Woodland counsel will prepare the Findings of Fact and Statement of Overriding Considerations to support the City of Woodland adoption of the project and certification of the EIR.

Deliverables

- Final EIR and MMRP.
- Draft and final NOD (date-stamped).
- Draft and final notice for publication in Woodland Daily Democrat for Final EIR (with proof of publication).
- Receipts for payment of fees associated with above.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: I.9.
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve the Urban Flood Risk Reduction Program Amendment with the State of California Department of Water Resources

Recommendation for Action: Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the amendment to the funding agreement with the State of California Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR) for the Lower Cache Creek Feasibility Study, CIP #09-15.

Staff Contact

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

Fiscal Impact

The recommendation in this report would authorize an amendment to the agreement between the City and the State Department of Water Resources related to the Urban Flood Risk Reduction (UFRR) Program for continuing work on the Lower Cache Creek Feasibility Study (LCCFS). The City was awarded a \$5,000,000 grant through the UFRR Program, which provided for 50% local cost share. The DWR UFRR Program is funded through Proposition 1E, the Disaster Preparedness and Flood Protection Act of 2006. The city's local cost share is being funded through an internal loan from the Sewer Enterprise Fund, to be ultimately repaid from financing secured for design and construction of the flood protection project. The UFRR Agreement was split into phases, Phase I covers the feasibility study which is currently underway and Phase II included funds for design of the project. The initial approval from DWR was for Phase I only and future phases of work, including design, would need to be approved by Council and DWR prior to beginning work.

DWR has requested to disencumber the grant funding for Phase II, that was allocated to design, to allow reallocation of those funds to other projects. The costs for the feasibility study have been updated to reflect earlier work that the City and DWR completed to ultimately support the Corps National Economic Development (NED) Plan alternative for the feasibility study and tasks remaining to support completion of both the Corps LCCFS and also the non-federal enhancements to the Corps NED Plan alternative. The updated total cost for the feasibility study under the UFRR program is \$2,224,330 and is split 50% each City and DWR. The City cost share is \$1,112,165. The amendment to the Agreement was rounded up and reduces the total amount from \$10,000,000 to \$2,400,000 and thus the grant amount is reduced from \$5,000,000 to \$1,200,000. The amended UFRR Agreement budget is sufficient to fund completion of the feasibility study and non-federal components.

There is no impact to the General Fund.

Background

The City continues to be engaged with the Corps of Engineers (Corps) on the Lower Cache Creek Feasibility Study (LCCFS) and the feasibility study is near completion of the Tentatively Selected Plan Milestone. The

LCCFS is led by the Corps and is somewhat limited in scope flexibility. The UFRR program allows for a second avenue towards a flood protection solution and may allow for a City-State partnership in providing a flood protection solution. The UFRR program also allows for more flexibility in investigation of flood solutions, such as enhancements to the NED plan to mitigate impacts to properties north of the City and comply with California SB-5, which requires a 200-year level of flood protection for urban areas.

The LCCFS was on a 2-year hiatus and the current schedule contemplates completion in 18 months after completion of the Tentatively Selected Plan Milestone to complete the feasibility study. The City and DWR have been working to rescope the work under the UFRR Agreement to better match the work needed to complete the study elements for both the LCCFS and non-federal enhancements and to reflect anticipated schedule to design and construction funding. DWR has other projects requesting funding under UFRR and has requested to update the funding needed to complete the feasibility study and disencumber remaining funding that had been allocated to design.

Discussion

The scope of work included in the phase 1 – part 1, feasibility study is complementary to the LCCFS and does not require any duplication of effort. The work products are well coordinated between the two studies. Recent efforts on review of the Corps alternatives and development of enhancements to the likely Corps NED Plan - Alternative 2A and also Alternative 2B as well as the Cache Creek Sediment Basin sediment transport work conducted by UC-Davis were completed in this first phase of work.

The scope of work included in the phase 1 – part 2, includes work elements to complement the LCCFS and City and DWR enhancements to the likely Corps NED - Alternative 2A. The scope of work includes: project management, evaluation of project features necessary to mitigate project impacts north of Woodland and comply with California SB-5, preparation of a conceptual finance plan, evaluation of impacts to City storm drainage facilities near the project, and preparation of the CEQA Environmental Impact Report. The Corps LCCFS does not include preparation of the CEQA document as that is not necessary under a Federal project. Preparation of the CEQA document is a responsibility of the non-federal sponsors.

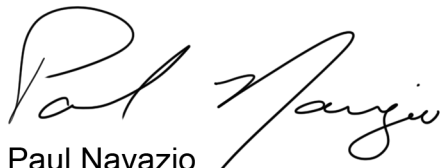
DWR is committed to the success of the feasibility study and to working with the Corps and City to improve flood protection for Woodland and will work with the City on future design and construction funding.

Conclusion

Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the amendment to the funding agreement with the State of California Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR for the Lower Cache Creek Feasibility Study, CIP #09-15.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, Assistant City Manager/Community & Economic Development Director



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Draft Overall Work Plan
3. Amendment #1

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AMENDMENT TO THE AGREEMENT WITH STATE OF
CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE URBAN FLOOD
RISK REDUCTION PROGRAM, CIP #09-15**

WHEREAS, the City of Woodland wishes to continue work on the Lower Cache Creek Feasibility Study (LCCFS); and

WHEREAS, the City of Woodland wishes to authorize the City Manager to sign the State of California Department of Water Resources Amendment to the Agreement under the Urban Flood Risk Reduction Program (UFRR) for continuing work on the LCCFS; and

WHEREAS, the Amendment modifies the grant amount from \$5,000,000 to \$1,200,000 and includes a 50% City match and the total cost from \$10,000,000 to \$2,400,000; and

WHEREAS, the amendment updates the scope of work to include elements necessary to complete both the LCCFS and non-federal enhancements to meet local objectives. The amendment includes the scope of work necessary for project management, evaluation of project features necessary to mitigate project impacts north of Woodland and comply with California SB-5, preparation of a conceptual finance plan, evaluation of impacts to City storm drainage facilities near the project, and preparation of the CEQA Environmental Impact Report

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

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

Section 1. The City Council hereby authorizes the City Manager to execute the 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. A copy of the Agreement is attached and made a part of this Resolution.

PASSED AND ADOPTED this 5th day of February 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor
ATTEST:

Ana B. Gonzalez, City Clerk



Exhibit A

DRAFT OVERALL WORK PLAN

WOODLAND INTEGRATED FLOOD RISK REDUCTION PROJECT

URBAN FLOOD RISK REDUCTION PROGRAM

Lower Cache Creek Feasibility Study

The City of Woodland

Submitted:

February 9, 2016

Last Updated:

December 19, 2018

Prepared By:

LWA
LARSEN WURZEL
& Associates, Inc.

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1.0 A-0 GENERAL

1.1. Program Background

The Woodland Flood Risk Reduction Basin Feasibility Study and Design Project (Project) is an extension of the Lower Cache Creek, Yolo County, California, City of Woodland ([Funding Recipient City](#)), and Vicinity, Feasibility Study (LCCFS) being advanced by the U.S. Army Corps of Engineers (USACE). The primary objective of the Project is to identify a Locally Preferred Alternative (LPA) that is technically feasible, supported by the local community, and that can be implementable by a combination of the local, State, and federal governments. The LPA must meet the State's Urban Level of Flood Protection (ULOP) as set forth in Senate Bill 5 (Stats. 2007, ch. 364) and the Central Valley Flood Protection Plan (CVFPP) adopted by the Central Valley Flood Protection Board ([Board CVFPB](#)) in June 2012 and updated in August 2017. The LPA could be an integral component of a larger, multi-benefit, multi-objective program that would provide improvements to the flood control system along Cache Creek and the Yolo Bypass, including flood risk reduction for the [Funding Recipient City](#) and other areas within Yolo County. In addition, the LPA could be a critical element of the Yolo Bypass/Cache Slough [Corridor Management Framework as proposed by the Lower Sacramento/Delta North Regional Flood Management Planning Team](#). ~~Integrated Water Management Plan as presented in the Lower Sacramento/Delta North Regional Flood Management Plan dated July 2014.~~

~~The goal of the City is to meet the State's ULOP requirements in a cost-effective manner while achieving the objectives outlined in the CVFPP and the Lower Sacramento River/Delta North Regional Flood Management Plan. The first part (Part 1) of the feasibility study was intended to leverage and refine, but not duplicate, the USACE LCCFS.~~

The [Board CVFPB](#) and the [Funding Recipient City](#), acting jointly, are the non-federal sponsors (sponsors) of the LCCFS. The LCCFS has progressed to the recommendation of a final array of alternatives, leading to the next study milestone: the identification of a Tentatively Selected Plan (TSP). However, there are critical issues, beyond the normal USACE feasibility scope, that must be resolved before the sponsors can endorse a TSP. The [Board CVFPB](#) and the [Funding Recipient City](#) requested that the LCCFS be paused to allow additional evaluations to be completed as part of the Urban Flood Risk Reduction (UFRR) Feasibility Study. The LCCFS was paused in [January 2016. The additional evaluations were completed by September 2016, and the LCCFS was reinitiated by the USACE in November 2018. July 2017 and reinitiated by the USACE in June 2018.](#) Because of the urgency of supporting the USACE study and being able to leverage federal funding for implementation of a potential project, the UFRR Feasibility Study (Phase 1) will be conducted in two parts. The first part (Part 1), of the UFRR Feasibility Study was an evaluation of the impact of proposed alternatives on the functioning of the Cache Creek Settling Basin (CCSB) and detailed review of the proposed USACE alternative designs, performance, and cost estimates. The initial evaluations are referred to as Part 1 of the UFRR Feasibility Study and were necessary for the sponsors to support a TSP.

The second part (Part 2) of the UFRR Feasibility Study includes program management, [engineering, and environmental studies](#), and preparation of CEQA documentation for the ~~P~~project in support of the USACE led feasibility study. The feasibility level analysis report includes evaluation of alternatives and development of a conceptual finance plan that identifies the amount of local and State funding required to advance a flood risk reduction project.

The [Funding Recipient City](#), in close partnership with the Department ~~of Water Resources~~, will evaluate the benefits of advancing preliminary design activities based on the results from the UFRR Feasibility Study.

1.2. Milestone Schedule

The schedule for Parts 1 and 2 of the UFRR Feasibility Study was prepared based on actual dates and projected milestone dates for planned work. **Table 1-1** provides a high-level schedule for execution of Parts 1 and 2 of the Phase 1 Feasibility Study Project.

Table 1-1: Phase 1 - Feasibility Study Schedule - Parts 1 & 2

Schedule	Date
DWR Executes an UFRR Feasibility-Design Funding Agreement	Jan-17
Phase 1 Feasibility Study Preliminary Results Available	Jul-16
Sponsors support for federal project	Sep-16
Phase 1 Final Feasibility - Alternative Analysis Report Delivered to DWR	Oct-16
USACE Restart of Federal Feasibility Study	TBD
DWR Amends UFRR Feasibility-Design Funding Agreement	Jan-19
USACE Scheduled to Issue Chief's Report	March-20
DWR Review of Phase 1 Draft Feasibility Study	June-20
Finalize Feasibility Study	Dec-20

Comment [HJ1]: Are the 2nd & 4th lines of this table supposed to be "Part 1"? Otherwise, I'm very confused by this table.

1.3. Budget

The total budget for Phase 1, Part 1 ~~is~~ estimated to be \$1,000,000. The total budget for Phase 1, Part 2 is estimated to be \$1,230,000. The budget is divided into creditable investments made in advance of the execution of the State funding agreement and work to be completed after execution of this Agreement. The State cost share is 50 percent. The detailed breakdown of the total project costs and the State cost share is provided in Article A-1-A below.

Comment [HJ2]: Is Phase 1, Part 1 done or not? Under section 1.1 above, the language regarding part 1 is in the past tense. If it's done, then the budget can't be an estimate – it must be a final figure. If it's not done, fix your language.

2.0 A-1 OVERALL PROJECT WORK PLAN

2.1. *Element 1: Creditable Expenses*

The [Funding RecipientCity](#) has been advancing the LCCFS in partnership with the State and the USACE. The [Funding RecipientCity](#) has advanced work that is not cost shared as part of the Federal LCCFS but may be deemed creditable under the UFRR Feasibility Study. The [Funding RecipientCity](#) has provided the State with a credit request for Eligible Project Costs completed in advance of the execution of this [Amendmentgreement](#).

2.2. *Element 2: Phase 1 - Feasibility Study – Part 1*

2.2.1. *Program Management and Administration*

Program management and administration activities included the management and oversight of the evaluation prepared as part of the Phase 1 - Feasibility Study – Part 1, review and comment of technical documents, and administration of the Funding Agreement.

2.2.2. *Design Refinement and Cost Estimation*

Civil engineering models of the channel configurations were prepared to determine construction quantities. Hydraulic analyses were performed for each alternative configuration to understand the hydraulic impacts. The intent of the evaluation was to identify refinements to the USACE alternatives that could be supported by the [Funding RecipientCity](#) and the State. A full discussion of the cost savings or cost increases versus the costs for the originally formulated alternatives was included in the final report.

2.2.3. *Sedimentation Modeling for USACE Alternative 2A*

The State executed a contract with the University of California, Davis (UCD) to perform sedimentation modeling for the USACE Alternative 2A. The evaluation determined how Alternative 2A would impact trap efficiency of the CCSB. The CCSB has been identified by the Central Valley Regional Water Quality Control Board (CVRWQCB) as a point source of Methylmercury (MeHg). This resulted in the CCSB falling under significant regulatory directives from the CVRWQCB to reduce [the](#) Total Maximum Daily Loads (TMDL) of mercury from exiting the CCSB.

2.2.4. *Feasibility Study Report*

A Feasibility Report was prepared that outlined the alternatives and the costs for each. Anticipated post project 200-year floodplains were included in the Feasibility Report. The Feasibility Report was submitted to the State in October 2016.

2.3. *Element 3: Phase 1 - Feasibility Study – Part 2*

2.3.1. *Program Management and Administration*

Program management and administration activities will include the management and oversight of the evaluation prepared as part of the Feasibility Study, review and comment of technical documents, and administration of the State funding agreement.

2.3.2. Supplemental Feasibility Level Analysis

The supplemental feasibility level analysis report includes preparation of CEQA documentation, evaluation of alternatives, and development of a conceptual finance plan that identifies the amount of local and State funding required to advance a flood risk reduction project.

The second phase of the Feasibility Study includes preparation of CEQA documentation and a project description for NEPA documentation for the Project. The project description will include a narrative describing the project; description of project construction phases (site clearing and grubbing, grading, excavation, embankment construction, etc.); table of construction equipment, schedule, and labor force; and, description of long-term operation and maintenance requirements.

The tasks associated with engineering, modifications to the internal drainage system, and identification of nonstructural elements for industrial and agricultural facilities north of Woodland and.

Evaluations will include preparation of a Biological Assessment and Section 404(b)(1) Alternative Analysis for the Project. The biological assessment will be prepared in accordance with Section 7 of the federal Endangered Species Act. This effort will also include a Biological Resources Survey to determine if habitat for federally-listed species are present within the Project area and, if so, evaluate the extent of the habitat. Preparation of the Section 404(b)(1) Alternative Analysis for the Project in accordance with the Environmental Protection Agency's Guidelines.

The feasibility analysis includes development of a conceptual financial plan that will focus on identifying the amount of local funding need to construct the Project. The conceptual finance plan will work to identify potential local funding sources and evaluate how different total project costs would impact federal-, State and local funding needs.

Feasibility Study Report

Upon completion of the Analysis, a Feasibility Report will be prepared describing the results of the evaluations. Work effort will include assisting in drafting the Report Summary for the Tentatively Selected Plan (TSP) Milestone Conference and in drafting the Draft Feasibility Report.

3.0 A-1-A OVERALL PROJECT BUDGET

Table 4-1: Phase 1 - Feasibility Study Budget – Parts 1 & 2

Integrated Flood Risk Reduction Project	Estimate in FA	Total	Local	State
Phase 1 - Feasibility Study - Part 1				
Program Management and Administration	\$111,000	\$80,548	\$80,548	\$0
Feasibility Study Report - Part 1	\$659,000	\$689,452	\$398,793	\$290,659
<i>Design Refinement and Cost Estimates</i>	<i>\$134,000</i>	<i>\$146,933</i>	<i>\$146,933</i>	
<i>Hydraulic Modeling</i>	<i>\$100,000</i>	<i>\$196,880</i>	<i>\$196,880</i>	
<i>Preliminary Borrow Evaluations</i>	<i>\$15,000</i>	<i>\$29,632</i>	<i>\$29,632</i>	
<i>Sedimentation Modeling</i>	<i>\$300,000</i>	<i>\$316,008</i>	<i>\$25,349</i>	<i>\$290,659</i>
<i>Prepare Feasibility Study Report</i>	<i>\$40,000</i>			
<i>Contingency (10%)</i>	<i>\$70,000</i>			
Total Expenditures	\$770,000	\$770,000	\$479,341	\$290,659
Sub-Total Work Scoped In Funding Agreement	\$770,000	\$770,000	\$385,000	\$385,000
State Share due			-\$94,341	\$94,341
Potentially Creditable Expenditures	\$540,000	\$104,564	\$52,282	\$52,282
Prior to the Funding Agreement [1]	\$540,000	\$104,564	\$52,282	\$52,282
Potentially Creditable Expenditures [1,2]	\$540,000	\$104,564	\$52,282	\$52,282
Phase 1- Feasibility Study- Part 1- Sub-Total	\$1,310,000	\$874,564	\$437,282	\$437,282
Phase 1 - Feasibility Study - Part 1 - Sub-Total		\$874,564	\$437,282	\$437,282
Phase 1 - Feasibility Study - Part 2				
Program Management and Administration		\$225,600	\$112,800	\$112,800
<i>Project Management</i>		<i>\$180,000</i>	<i>\$90,000</i>	<i>\$90,000</i>
<i>UFRR Funding Agreement Support</i>		<i>\$45,600</i>	<i>\$22,800</i>	<i>\$22,800</i>
Supplemental Feasibility Study Report - Part 2		\$1,001,500	\$500,750	\$500,750
<i>CEQA</i>		<i>\$450,000</i>	<i>\$225,000</i>	<i>\$225,000</i>
<i>Project Description</i>		<i>\$40,000</i>	<i>\$20,000</i>	<i>\$20,000</i>
<i>Biological Assessment and 404 1 Analysis</i>		<i>\$40,460</i>	<i>\$20,230</i>	<i>\$20,230</i>
<i>Engineering Support</i>		<i>\$50,000</i>	<i>\$25,000</i>	<i>\$25,000</i>
<i>Internal Drainage</i>		<i>\$220,000</i>	<i>\$110,000</i>	<i>\$110,000</i>
<i>Nonstructural Features</i>		<i>\$10,000</i>	<i>\$5,000</i>	<i>\$5,000</i>
<i>Planning Support</i>		<i>\$150,000</i>	<i>\$75,000</i>	<i>\$75,000</i>
<i>Conceptual Finance Plan</i>		<i>\$41,000</i>	<i>\$20,500</i>	<i>\$20,500</i>
Contingency (10%)		\$122,706	\$61,353	\$61,353
Phase 1 - Feasibility Study - Part 2 - Sub-Total		\$1,349,766	\$674,883	\$674,883
Total		\$2,224,330	\$1,112,165	\$1,112,165

Notes:

[1] Potentially creditable expenditures incurred prior to the funding agreement on January 20, 2017.

4.0 A-1-B OVERALL PROJECT SCHEDULE

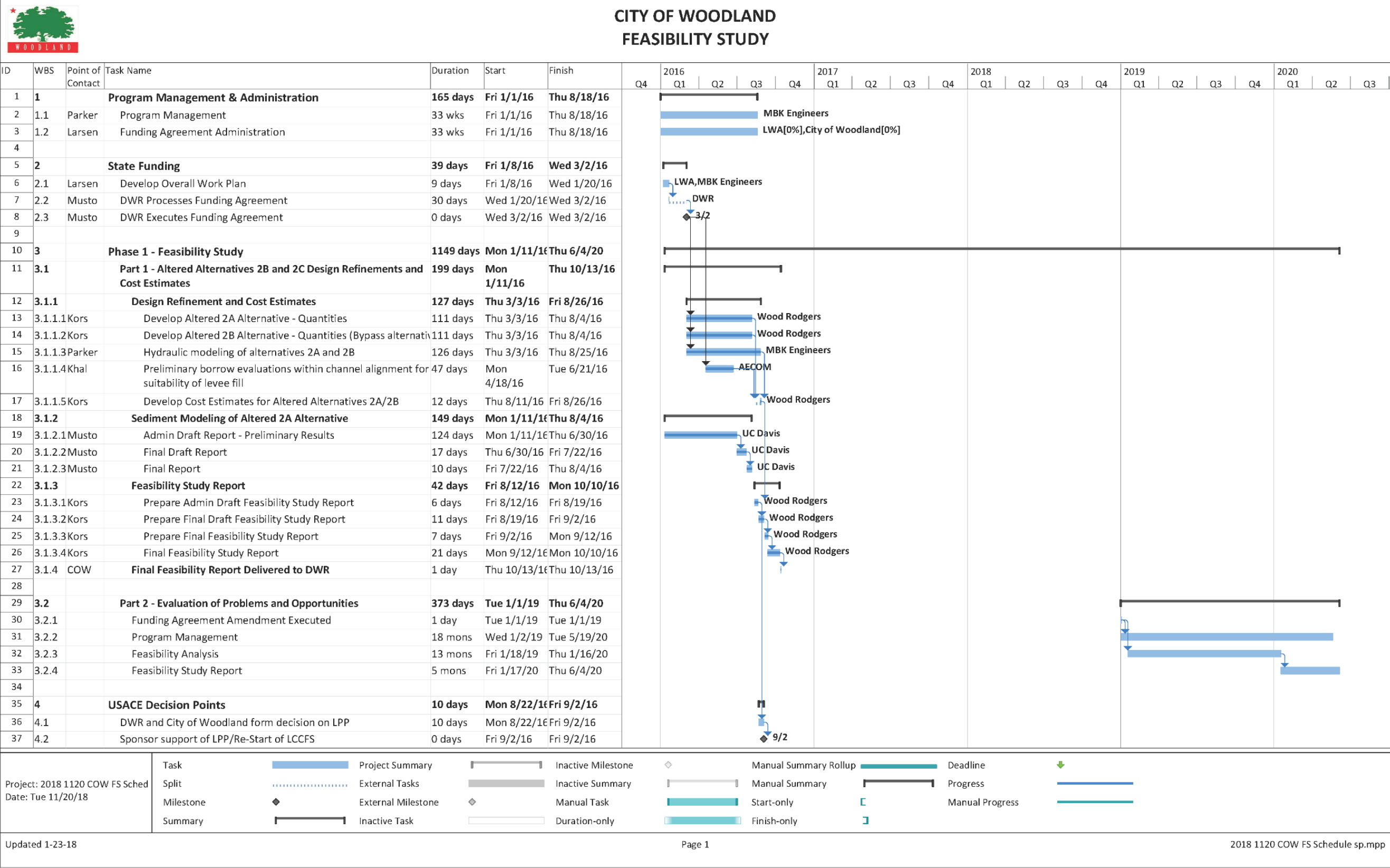


Figure 1: Proposed Altered 2A Alternative.

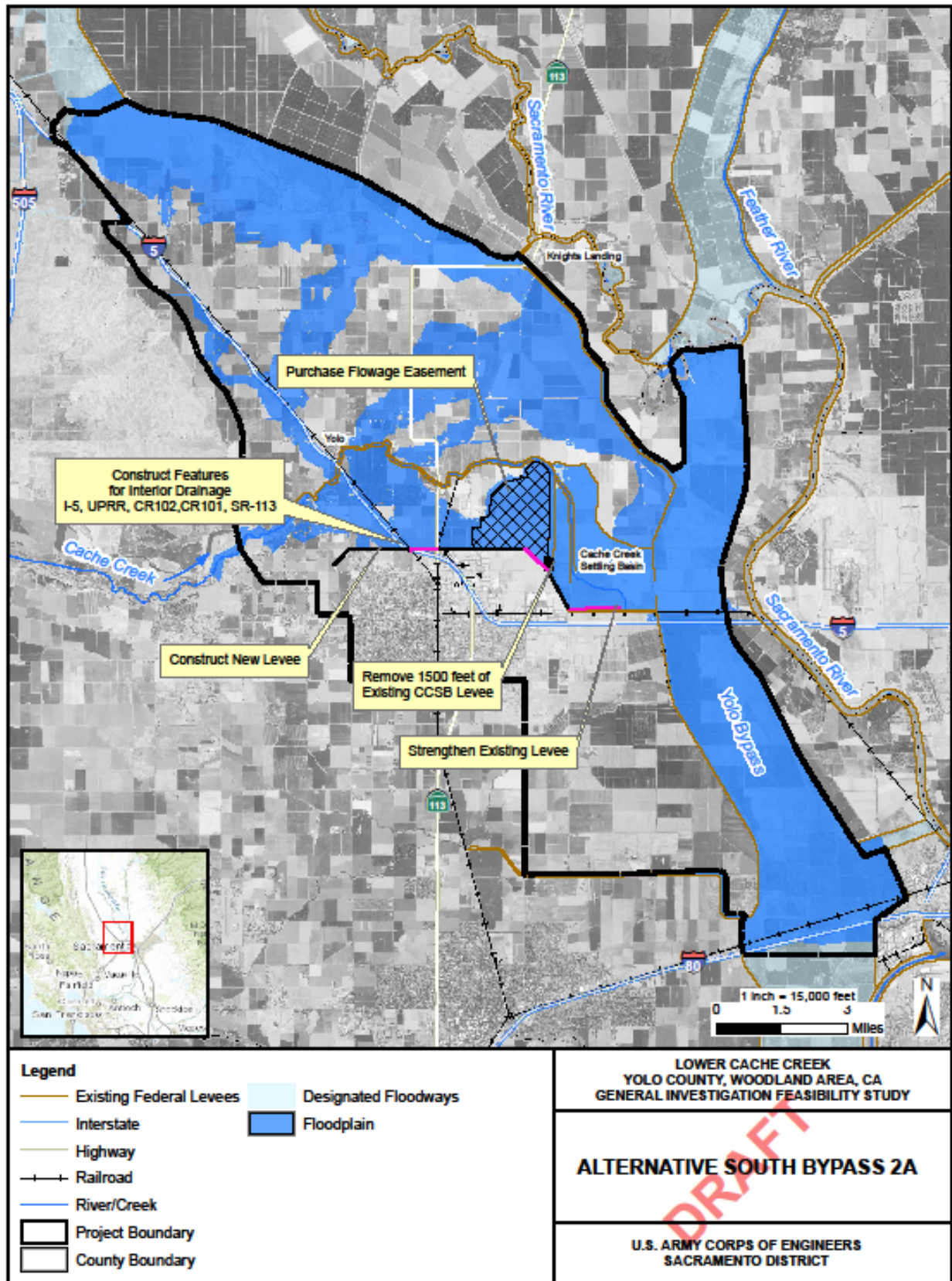
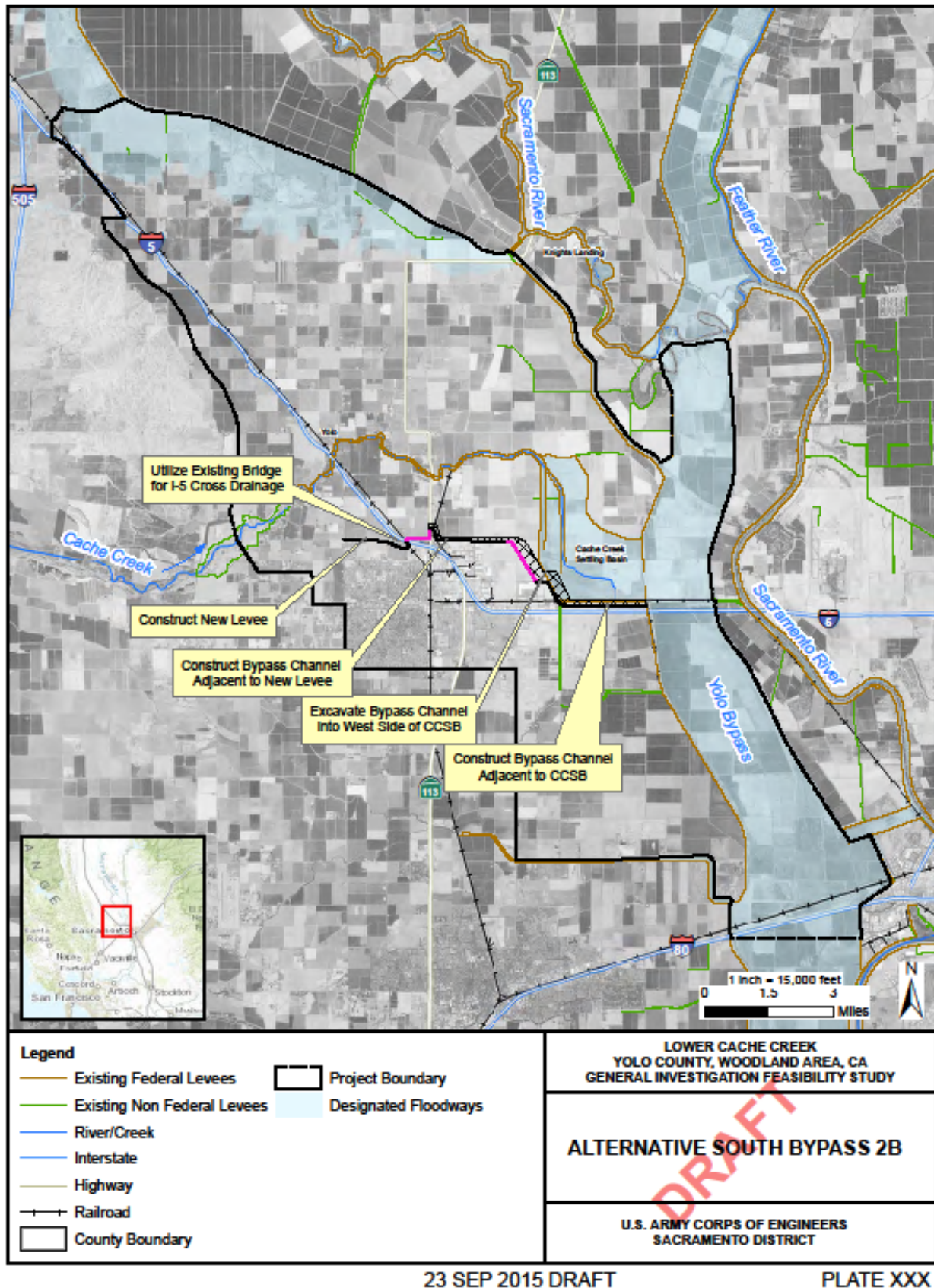


Figure 2: Proposed Altered 2B Alternative (South Bypass).



Attachment 1: General List of Scope Activities

The activities required to support implementation of a flood risk reduction project are similar for all projects. The information below is a brief description of the activities that will be required to [complete the Phase 1 Feasibility Study Report](#)~~construct the basin projects~~. Other activities that are not listed below may be required to implement the flood risk reduction project.

PHASE 1 (Feasibility Study):

- Project management.
- Identification of Alternatives.
- Assessment of Existing Information.
- Evaluation of Alternatives.
- Identification of a Locally Preferred Alternative.
- Evaluation of Locally Preferred Alternative in relation to ongoing regional planning efforts.
- Evaluation of how to integrate multi-benefit objectives into the Locally Preferred Alternative.
- [Summarize results of the analysis and products prepared to support development of the Preparation of Feasibility Study Report.](#)

STATE OF CALIFORNIA
THE CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

Amendment No. 1 To

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND THE**

CITY OF WOODLAND

FOR THE

WOODLAND FLOOD RISK REDUCTION PROJECT

**FUNDED UNDER THE
STATE- FEDERAL FLOOD CONTROL SYSTEM MODIFICATION PROGRAM
(EARLY IMPLEMENTATION PROJECTS)**

OF

THE CALIFORNIA DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006

Amendment number 4 to the Agreement, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the City of Woodland, a public agency in the County of Yolo, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

- a) The "Amended Overall Work Plan" describing the work to be done is included as Exhibit A to this agreement.
- b) This amendment will modify Paragraph 2 as follows:

TERM OF FUNDING AGREEMENT. The term of the Funding Agreement shall be from the latest date of execution by the State and approval by the Department of General Services through June 30, 2021.

- c) This Amendment will modify Paragraph 4 as follows:

PROJECT COST: The reasonable cost of building out the Project is estimated to be \$2,400,000.

- d) This Amendment will modify Paragraph 5 as follows:

LIMIT ON STATE FUNDS: Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will provide the Funding Recipient in accordance with the terms of this Funding Agreement for the State cost share an amount not to exceed \$1,200,000 except as provided in Paragraph 29. The State will not make payments of any kind – advances or reimbursements – until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance. Funding recipients will only be entitled to State funds for Eligible Project Costs, as defined in Paragraph 7, and calculated in accordance with the cost sharing provisions in Paragraph 8.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

WEST SACRAMENTO AREA FLOOD
CONTROL AGENCY

By _____
Jon Ericson, Chief
Division of Flood Management

By _____
Paul Navazio, City Manager
City of Woodland

Date: _____

Date: _____

Approved as to Legal Form
And Sufficiency:

Approved as to Legal Form
And Sufficiency:
Funding Recipient Counsel

By _____
Robin Brewer,
Assistant Chief Counsel

By _____
Kara Ueda
City Attorney

Date: _____

Date: _____



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: February 5, 2019

ITEM #: I.10.

SUBJECT: Adoption Resolution Authorizing the City Manager to Execute an Agreement with Alta + Design for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an Agreement with Alta + Design , in an amount not to exceed \$133,904 for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

Staff Contact:

Sara Andreotti, (530) 661-5951, sara.andreotti@cityofwoodland.org

Fiscal Impact

The City was awarded \$176,152 from the California Department of Transportation that requires a match of \$22,822 of Measure E local match funds as part of its requirements. The total project amount is \$198,974. The project is included in the Capital budget.

There is no impact to the General Fund.

Discussion

On April 21, 2017, the City of Woodland was selected to receive \$176,152 from the California Department of Transportation (Caltrans), Division of Transportation Planning, State Highway Account–Sustainable Communities Grant Funding Program after competing with other agencies statewide.

The Woodland Parkway Safe Route to School and Connectivity study includes evaluation of the pedestrian and bicycle facilities at the SR 113 interchange along Gibson Road. Currently there are inadequate bicycle and pedestrian facilities when crossing SR113 along Gibson Road. Pedestrians on the north side of the interchange have to cross four active on- and off-ramps to get across the highway and there is no sidewalk on the south side of the road.

The study will also evaluate the feasibility of constructing a bicycle and pedestrian path along the southern City limits connecting to the Woodland Sports Park. Currently this alignment is a maintenance road owned and maintained by the City along Road 24A from Ashley Avenue to East Street. The assessment will include how the improved path will provide connection to other existing bicycle and pedestrian paths.

On April of 2018, the City received the Statement of Qualifications (RFQ) from consultants in response to the RFP advertised in March of 2018. Staff reviewed, scored and ranked the statements received and Alta + Design Inc. was the top rated consultant, among a total of 3 applicants.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an Agreement with Alta + Design, in an amount not to exceed \$133,904 for the Woodland Parkway Safe Route to School and Connectivity Study, CIP 18-05.

Prepared by: Sara Andreotti, Engineering Technician

Reviewed by: Brent Meyer, City Engineer

Ken Hiatt, Assistant City Manager/ Community & Economic Development Director



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Services Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH ALTA
+ DESIGN INC. FOR THE WOODLAND PARKWAY SAFE ROUTES TO SCHOOL
AND CONNECTIVITY STUDY, CIP 18-05**

WHEREAS, the City of Woodland has received a Sustainable Communities Program Grant in the amount of \$176,152 from the California Department of Transportation that requires a match of \$22,822 of local funds; and

WHEREAS, on the 22nd day of August 2017, the City Council authorized the City Manager to execute the Fund Transfer agreement with the California Department of Transportation for the Woodland Parkway Safe Routes to School and Connectivity Study, CIP 18-05.; and

WHEREAS, the Woodland Parkway Safe Routes to School and Connectivity Study, CIP 18-05 project is part of the FY 18/19 Capital Budget with a total budget of \$198,974; and

WHEREAS, the City wishes to approve the consultant services agreement for professional engineering services with Alta +Design, Inc. in the amount of \$133,904 and authorize their execution through the adoption of this Resolution

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

Section 1. The City Council hereby approves the consultant services agreement with Alta + Design, Inc. in the amount of \$133,904. 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. Copies of the Professional Engineering 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 5th day of February 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES

CM #	
------	--

This Agreement is made and entered into this _____ day of January, 2019 by and between the City of Woodland, a California municipal corporation (“City”) and Alta Planning + Design, Inc., a Corporation . City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional engineering 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 Woodland Parkway Safe Routes to School and Connectivity Study Project, CIP 18-05 (“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 engineering 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 January 28, 2019 to December 31, 2020, 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 Exhibit “D” 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 one hundred thirty-three thousand, nine hundred four dollars (\$133,904.00) without written approval of City’s Engineer. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

5.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Hugh Louch and Lisa Beyer.

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

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

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

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

6. INSURANCE.

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

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

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

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

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

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

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

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

6.3 Endorsements.

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

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

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

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

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

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

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

6.3.2 The policy or policies of insurance required by Section 1.1.1 Workers’ Compensation shall be endorsed, as follows:

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

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

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

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

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

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

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant, or for the use of Documents & Data on any other project by City.

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

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

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

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

11. GENERAL PROVISIONS

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

City:

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

Consultant:

Alta Planning + Design, Inc., Inc.
100 Webster Street, Suite 300
Oakland, CA 94607
Attn: Hugh Louch

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

11.2 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

ALTA PLANNING + DESIGN, INC.

By: _____
Paul Navazio
City Manager

By: _____
Hough Louch
Principal

Attest:

By: _____
Ana Gonzalez
City Clerk

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

WOODLAND PARKWAY SAFE ROUTES TO SCHOOL AND CONNECTIVITY STUDY

Project Understanding

The City of Woodland was awarded a Sustainable Transportation Planning - Sustainable Communities Grant to analyze and design safe, comfortable, and beautiful multimodal corridors to link the neighborhoods and activity centers across State Route 113 in the City. The study will produce conceptual design alternatives for bicycle, pedestrian and transit safety and comfort; including, but not limited to, conceptual enhancements along key corridors and intersections, and traffic calming for the selected corridors to connect residents to schools, the Woodland Community and Senior Center, the Transit Center, and the Historic Downtown. The design and recommendations will specifically address Gibson Road across State Route 113 and consider interchange ramp reconfiguration, as well as an off-street pathway along an existing maintenance roadway at the southern border of the City. And further, the project will consider connectivity to recent and planned improvements on East Street, Matmor Road and Sports Park Drive to complete the connection to Gibson and across SR113.

This process involves understanding the real and perceived safety concerns, identifying the network gaps and potential connections, and experience with the roadway design tools to implement change. Success will require collaboration with partners, such as the Woodland Joint Unified School District and individual principals and teachers, the Yolo County Transportation District, the Woodland Community Services Department, and advocates, such as the Woodland Bike Campaign and Bike Garage volunteers, in the engagement process. The multimodal concept designs and implementation strategy will address key links between East Woodland and West Woodland on Gibson Road at State Route 113, off-street along the southern border of the City to the Woodland Sports Park, with connections to schools, the transit and community center. These enhanced corridors will provide safe and comfortable connections for residents using all modes to travel to school, work, recreation, shopping and more. The Connectivity Study will provide grant-ready concept level plans and planning level cost estimates for multimodal improvements to Gibson Road and the multi-use path along Road 24A.

Scope of Work

The following scope of work is based on our understanding of the needs of the City, and our experience with similar projects and national best practices. We are flexible in our approach and look forward to refining this based upon your feedback.

Throughout the planning and design process, Alta's Project Manager will provide regular contact with City's Project Manager and other staff. We will administer the project contract, coordinate personnel, prepare and maintain the project schedule, and prepare invoicing. This includes maintaining a project schedule throughout the life of the project. The schedule will be used as a tool for managing the project and updated as milestones are achieved. Alta will prepare and submit invoices as outlined in the contract language provided by the City. All design drawings, memoranda, mapping and deliverables will be submitted and distributed in electronic format whenever possible in an effort to promote sustainability goals throughout the project.

Our quality assurance process puts responsibility for quality control on the Project Manager and the Principal-in-Charge. It includes mandatory, cost effective review of all products, appropriate to the type of product being delivered. For major deliverables – final products, public meeting materials, and technical products available to the public – our team employs a three-tier quality control system that includes (1) Principal-in-Charge review of materials, (2) independent review by an Alta Principal not directly engaged in the project to confirm use of best practices and to provide an unbiased review, and (3) in-house copy editing by trained staff

EXHIBIT “B”

SCHEDULE OF SERVICES

2. PROJECT INITIATION

TASK 2.1 PROJECT KICK-OFF AND STAFF COORDINATION

At the start of the project, Alta will schedule a kick-off meeting and site walk with City staff. Key members of the Alta team will participate, including the Project Manager, as well as the engineering and landscape design leads. The purpose of the meeting will be to discuss and review project scope and deliverables, project management, and project expectations including: invoicing, progress reports, detailed milestone schedule and other relevant project information such as data and information needs, strategy for the public involvement process and identification of key stakeholders.

As part of this initial meeting, we propose to walk the project site with the City project team and available City Departments (Planning, Public Works, Parks and Recreation, Police, Fire) to discuss the existing conditions, potential challenges and opportunities (Task 4.1). During this walk, we will collectively discuss the physical site conditions, current traffic and parking operations, maintenance of the streetscape, and key connections to schools, the community center and sports complex, the transit center, and residential neighborhoods. We know that the transition from planning ideas to built projects requires feasible solutions that are grounded in best practices and regulations, as well as considerations for long term operations. Speaking with the key people who maintain and operate the public realm will help the team focus on addressing those challenges through the design process. Our observations and notes will guide the initial assessment of existing conditions and help frame the initial questions for the stakeholder interviews.

Task 2.2 REVIEW OF EXISTING DOCUMENTS AND IDENTIFY EXISTING CONDITIONS

Alta will review the background information provided by the City including: planning documents, active development proposals, traffic studies, accident data, the County Fair Fashion Mall Charrette materials, design plans for East Street, Safe Routes to School improvement plans, and other relevant resources. Alta will then develop an Existing Conditions Memo that will analyze, at a macro-scale, the project needs/issues, physical urban character, opportunities, and constraints for each corridor. The team will utilize clear and simple graphics to illustrate the key information with the intention of repurposing these graphics for presentations to the community, stakeholders and city advisors in the public outreach phase.

Task 2 Deliverables:

- Kick-off meeting and site walk agenda and meeting notes (1)

3. PUBLIC OUTREACH

To effectively execute and build a broader community engagement process, our team will use creative engagement methods that reach beyond traditional community meeting formats. As part of the kick-off meeting, Alta will discuss the proposed engagement strategy with the City team and get feedback on any adjustments as well as develop a recommended schedule of all the events.

There are four key elements of this outreach engagement scope, stakeholder interviews to learn about the vision and concerns related to the project, walk and talks, pop up events to discuss ideas, a public open house to present the Draft Study, followed by a presentation to the City Council.

TASK 3.1 PUBLIC OUTREACH PHASE 1 ANNOUNCEMENT AND PRESS RELEASE

Alta will work with the City of Woodland to develop announcement flyers and narrative for online media and a press release for the walk and talk and pop up events.

TASK 3.2 PUBLIC OUTREACH PHASE 1

The first phase of outreach will focus on introducing the project and getting input about the opportunities and constraints through interviews, a walk and talk and pop up events.

Alta will facilitate four stakeholder interviews to gather input from key stakeholders, including the bicycle and trail advocacy community, agency representatives that manage and maintain the public right of way, property owners, and others defined by the City, which may include Woodland Bike Campaign, the Woodland Sports Complex, Woodland Community & Senior Center, and property owners along East Street and Matmor. These informal meetings will allow the project team to gather specific input about their vision for the Woodland Parkway and Connectivity Study, as well as the challenges and concerns with the project.

The walk and talk is a highly interactive event where the community and stakeholders walk part of the project site together, with many observations and “teachable moments” explored. Getting people out on a shared experience allows the real issues to be discovered and discussed. The Alta team will work with the City to identify specific opportunity areas where the project team and participants will discuss existing conditions and possible recommendations. The walk will be a curated event with an 11x17 handout showing the map and route on one side and an initial design toolkit on the other side to facilitate discussion of potential improvements and possible impacts to the walkability, pedestrian and bicycle safety and comfort, public realm, traffic, parking placement and screening, waste management circulation, emergency access, and transit routes.

Alta will support the City at two (2) pop up events to engage community members who may not have the time to attend a formal workshop, but could spend a few minutes sharing their input with the project team as part of their day-to-day activities. These could include tabling at the Woodland Sports Park Recreation Expo or an event downtown, like the Honey Festival. Existing conditions, opportunities and constraints will be shared at each “Pop-Up” for review and quick feedback.

The information gathered in these events will help guide the conceptual design alternatives. All materials can be provided with Spanish translation.

TASK 3.3 PUBLIC OUTREACH PHASE 2 ANNOUNCEMENT AND PRESS RELEASE

Alta will work with the City of Woodland to develop announcement flyers and narrative for online media and a press release informing the community about the open house workshop.

TASK 3.4 PUBLIC OUTREACH PHASE 2

The second phase of outreach will be an open house format on the Draft Connectivity Study that encourages one-on-one conversations and is more inviting, inclusive, and engaging than presentation style workshops. This will include multiple stations that will be staffed by Alta and City staff and provide easy-to-understand and visually appealing graphics illustrating the existing conditions and proposed design alternatives. Participants will be asked to provide feedback at each station. Outreach notices, presentation boards, and other workshop materials will be multi-lingual. Alta will provide Spanish translators at the event to better

accommodate a diverse audience. Youth activities will be included to encourage family participation and increase the range of feedback from all ages. A summary of the workshop, along with copies of the station materials and photographs, will be provided on the project website.

TASK 3.5 CITY COUNCIL MEETING

Alta team members will prepare for and present the Draft Study Report to the City Council. The team will develop a PowerPoint presentation and assist with narrative and images to be included in the staff report, in partnership with the City Project Manager and team. This is also an opportunity to discuss the potential funding sources and strategy for moving the project towards implementation. This presentation may be used at additional boards and commission meetings as determined by the City of Woodland.

Task 3 Deliverables:

- Announcement Flyers for outreach events
- Narrative for media and press releases
- Agendas and Notes for all Stakeholder Interviews (up to 4)
- Community Walk and Talk (1)
- Community Pop Up Events (2)
- Community Workshop (1)
- Present Concept Plan at City Council (1)

4. DEVELOP STUDY COMPONENTS

TASK 4.1 FIELD REVIEW

As part of Task 2.1 Project Kick Off, we propose to walk the project site with available City Departments (Planning, Public Works, Parks and Recreation, Police, Fire) to discuss the existing conditions, potential challenges and opportunities. During this walk, we will collectively discuss the physical site conditions, current traffic and parking operations, maintenance of the streetscape, and key connections to schools, the community center and sports complex, the transit center, and residential neighborhoods. We know that the transition from planning ideas to built projects requires feasible solutions that are grounded in best practices and regulations, as well as considerations for long term operations. Speaking with the key people who maintain and operate the public realm will help the team focus on addressing those challenges through the design process. Our observations and notes will guide the initial assessment of existing conditions and help frame the initial questions for the stakeholder interviews.

TASK 4.2 PROJECT AREA BASE MAP

Alta will use GIS and aerial data, with street line AutoCAD data provided by the City to prepare corridor base maps in AutoCAD. Street geometry, lane widths, intersections, curb and gutter, utility features, transit circulation and connections, property lines, pedestrian zone (sidewalk, street trees, pedestrian furniture, lighting, public signage, etc.), tree conditions, frontage zone (outdoor seating, porches, stoops, etc.), and adjacent buildings will be used to show the existing conditions of the corridor. In addition, the team will prepare an analysis diagram that highlights the physical urban character, areas of concern/issues, constraints and opportunities on the corridor and connections.

TASK 4.3 TRAFFIC CONDITIONS

Alta will look at connectivity for pedestrian, bicycle and transit users on these corridors, safety analysis of collisions in the area and the traffic operations. The connectivity analysis will include mapping of the available

facilities, gaps in access, and key activity centers. The safety analysis will utilize SWITRS data to review collision history over the last five years for vehicles, pedestrians and bicycles, and provide an assessment of potential counter-measures. The traffic operations analysis will consider available data from the City to understand the potential capacity of the roadways in developing design alternatives.

TASK 4.4 REVIEW EXISTING SAFE ROUTES TO SCHOOL ROUTES AND BIKE/PED CONNECTIONS

Alta will review the current state of the safe routes to school planning and map the critical bike and ped connections to include in our concept designs.

TASK 4.5 IDENTIFY MAINTENANCE MANAGEMENT AND SECURITY

During the analysis and conceptual design phase, Alta proposed having two meetings with the city agencies and lead staff that will be responsible for implementing the project improvements and maintaining the trail and rights-of-way. These meetings will focus on understanding the constraints of the project corridors, vetting early design ideas, and ensuring compliance with City regulations and design guidelines throughout the process.

TASK 4.6 CONCEPTUAL DESIGN ALTERNATIVES AND COSTS

Alta will use the base maps to prepare up to two multimodal concept design alternatives that show the alignments and key dimensions with typical sections to show the existing condition versus the concept designs for each of the corridors. These illustrative plans and sections will show scale improvements with notes about the features, such as improved pedestrian and bicycle infrastructure, enhanced transit stops, bike parking, wayfinding signage, and streetscape elements such as lighting, landscaping, and seating. Alta will focus on designs for the following corridors that will provide a connected network of multimodal corridors that allow the residents of Woodland to travel across town:

Gibson Road Multimodal Improvements, Interim and Long-Term Alternatives: Alta will develop bicycle and pedestrian improvement concept designs for the section of Gibson Road from Pioneer Avenue to Matmor Road. In the interim this may include adding sidewalk and crossing striping along the south side and potential narrowing of lanes to add bicycle lanes or buffered bicycle lanes. In the long term, the design will look at simplifying the on- and off-ramps to improve the safety and comfort of pedestrians and bicyclists traveling along Gibson.

Woodland Parkway (Maintenance Road 24A) Trail Improvements: Design enhancements to the maintenance road pathway to improve the paving, lighting, landscaping and irrigation. The existing pathway location was selected to avoid conflicts with the water line and offset from the adjacent properties. The proposed enhancements will consider visibility, safety, comfort, and feasibility for new improvements based on the adjacent homes, access points to the trail, and subsurface utilities.

Alta will prepare planning level cost estimates for each project's design alternatives based on the latest unit costs provided by the City's Engineering Department in tandem with figures from comparable communities in California, such as Davis.

Alta will present these alternatives to City staff and stakeholders for input on preferred concepts for each corridor, as well as comments about the design tool selections and dimensions. Based on the review meeting, Alta will refine the concept plans and prepare a preferred alternative for each corridor with updated cost estimates to be included in the Draft Connectivity Study.

TASK 4.7 PHASING/IMPLEMENTATION STRATEGY

The strategy will define phasing for implementing the projects based on priority, funding cycles, and potential coordination with other projects in Woodland.

TASK 4.8 IDENTIFY POTENTIAL FUNDING SOURCES

Alta will collaborate with the City to provide a list of funding sources available in the region.

Task 4 Deliverables:

- Base Map
- Concise Traffic Assessment Memo
- City Coordination meetings (up to 2)
- Conceptual Design Alternatives for the 2 corridors and 3 key intersections – plans (5) sections (2)
- Design review meeting (1)
- Preferred Alternative for each corridor – Plan, sections, and rendering (2)
- Concise Phasing and Funding Memo

5. DRAFT AND FINAL STUDY

TASK 5.1 DRAFT STUDY

The Study will include a summary of the existing conditions, urban character, goals of the community, outreach process, design alternatives, preferred alternatives with planning level costs, and phasing and funding strategy. The Study will provide the necessary detail, plans, graphics, and costs to move the preferred projects toward implementation through a combination of the City's capital program or grant funding programs. The Draft Study will be the basis for the second round of outreach, the Community Workshop.

TASK 5.2 FINAL STUDY

Alta will integrate the feedback from the Community Workshop in Task 2.2 and with input and direction from the City Project Manager and City stakeholders into one, consolidated set of comments to address in the Final Study. The team will meet with the City to discuss and agree on the edits for the Final Study and based on this meeting will proceed with preparing the Final Study.

TASK 5.3 CITY COUNCIL BOARD ACCEPTANCE (OPTIONAL)

Alta will prepare a presentation of the Final Study for the City Council acceptance. The team will support the City Project Manager in developing materials for the staff report and presenting to the Council for acceptance.

Task 5 Deliverables:

- Draft Study (1)
- City Review Meeting (1)
- Final Study (1)
- OPTIONAL City Council Presentation (1)

PROJECT ASSUMPTIONS

- All design drawings, memoranda, mapping and deliverables will be submitted and distributed in PDF.
- The Final Study will be submitted as a PDF as well as in editable, electronic format for the City's use.

- Grant writing is not included in the scope and fee. Alta is happy to provide grant writing and further development of applicable materials, to be negotiated separately.
- And additional meetings beyond those outlined in the scope and fee, shall be billed on a time and materials basis.

EXHIBIT “C”

COMPENSATION

Project Budget

1/10/2019

Woodland Parkway Safe Routes to School and Connectivity Study

TASK	Alta Planning + Design									Task Hours	Total Task Fee
	Principal-in-Charge	Project Manager	Assistant PM	Associate Engineer	Engineer	Associate Designer	Designer	Planner	Admin		
	Hugh Louch	Lisa Beyer	Arti Harchekar	Carlos Valadao	Joe Paull	Brian Burchfield	Ryan Booth	Emily Shandy			
2019 Hourly Rate*	\$325	\$215	\$152	\$180	\$122	\$145	\$104	\$104	\$78		
2 Project Initiation	4	6	10	4	0	4	0	16	8	52	\$7,698
2.1 Project Kick Off and Staff Coordination	2	2	6						6	16	\$2,460
2.2 Review of Existing Documents and Identify Existing Conditions	2	4	4	4		4		16	2	36	\$5,238
3 Public Outreach	6	18	48	18	8	18	96	48	32	292	\$37,414
3.1 Public Outreach Phase 1 Announcement and Press Release	1	1	2				4	4	4	16	\$1,988
3.2 Public Outreach Phase 1	1	4	16	8		8	40	20	12	109	\$13,393
3.3 Public Outreach Phase 2 Announcement and Press Release	1	1	2				4	4	4	16	\$1,988
3.4 Public Outreach Phase 2	1	4	16	8	8	8	40	20	12	117	\$14,369
3.5 City Council Meeting	2	8	12	2		2	8			34	\$5,676
4 Develop Study Components	12	30	64	64	100	36	82	20	6	414	\$60,094
4.1 Field Review (Part of Kick Off Meeting)	1	2	2	8					6	19	\$2,967
4.2 Project Area Base Map	1	1	2	2			16			22	\$2,868
4.3 Traffic Conditions	1	2	4	4	40					51	\$6,963
4.4 Review Existing Safe Routes to School Routes and Bike/Ped Connections	1	2	4	2			6			15	\$2,347
4.5 Identify Maintenance Management and Security	1	4	8	4		4				21	\$3,701
4.6 Conceptual Design Alternatives and Costs	4	16	32	32	60	32	60			236	\$33,564
4.7 Phasing/Implementation Strategy	2	2	8	10				20		42	\$6,176
4.8 Identify Potential Funding Sources	1	1	4	2						8	\$1,508
5 Draft and Final Study	4	8	24	14	0	14	72	64	8	208	\$25,986
5.1 Draft Study	2	4	16	8		8	48	48	4	138	\$16,838
5.2 Final Study	2	4	8	6		6	24	16	4	70	\$9,148
Staff Hours	26	62	146	100	108	72	250	148	54	966	\$131,192
5.3 City Council Board Acceptance OPTIONAL TASK	1	2	8	1		1	4			17	\$2,712
Project Total with OPTIONAL TASK	\$8,450	\$13,330	\$22,192	\$18,000	\$13,176	\$10,440	\$26,000	\$15,392	\$4,212		\$133,904



Alta Planning + Design, Inc.

Billing Rates - 2019

Labor Category	Rate General Classifications
Labor Category 1a	\$325 Senior Principal
Labor Category 1b	\$275 Principal
Labor Category 1c	\$250 Principal
Labor Category 2	\$220 Principal
Labor Category 3	\$215 Principal, Senior Associate
Labor Category 4	\$200 Principal, Senior Associate
Labor Category 5	\$193 Principal, Senior Associate
Labor Category 6	\$186 Principal, Senior Associate
Labor Category 7	\$180 Principal, Senior Associate
Labor Category 8	\$173 Senior Associate, Associate
Labor Category 9	\$165 Senior Associate, Associate
Labor Category 10	\$159 Senior Associate, Associate
Labor Category 11	\$152 Associate, Senior
Labor Category 12	\$145 Associate, Senior
Labor Category 13	\$135 Associate, Senior
Labor Category 14	\$122 Senior, Level I
Labor Category 15	\$112 Senior, Level I
Labor Category 16	\$104 Level I, Level II
Labor Category 17	\$90 Level I, Level II
Labor Category 18	\$78 Administration
Labor Category 19	\$70 Intern

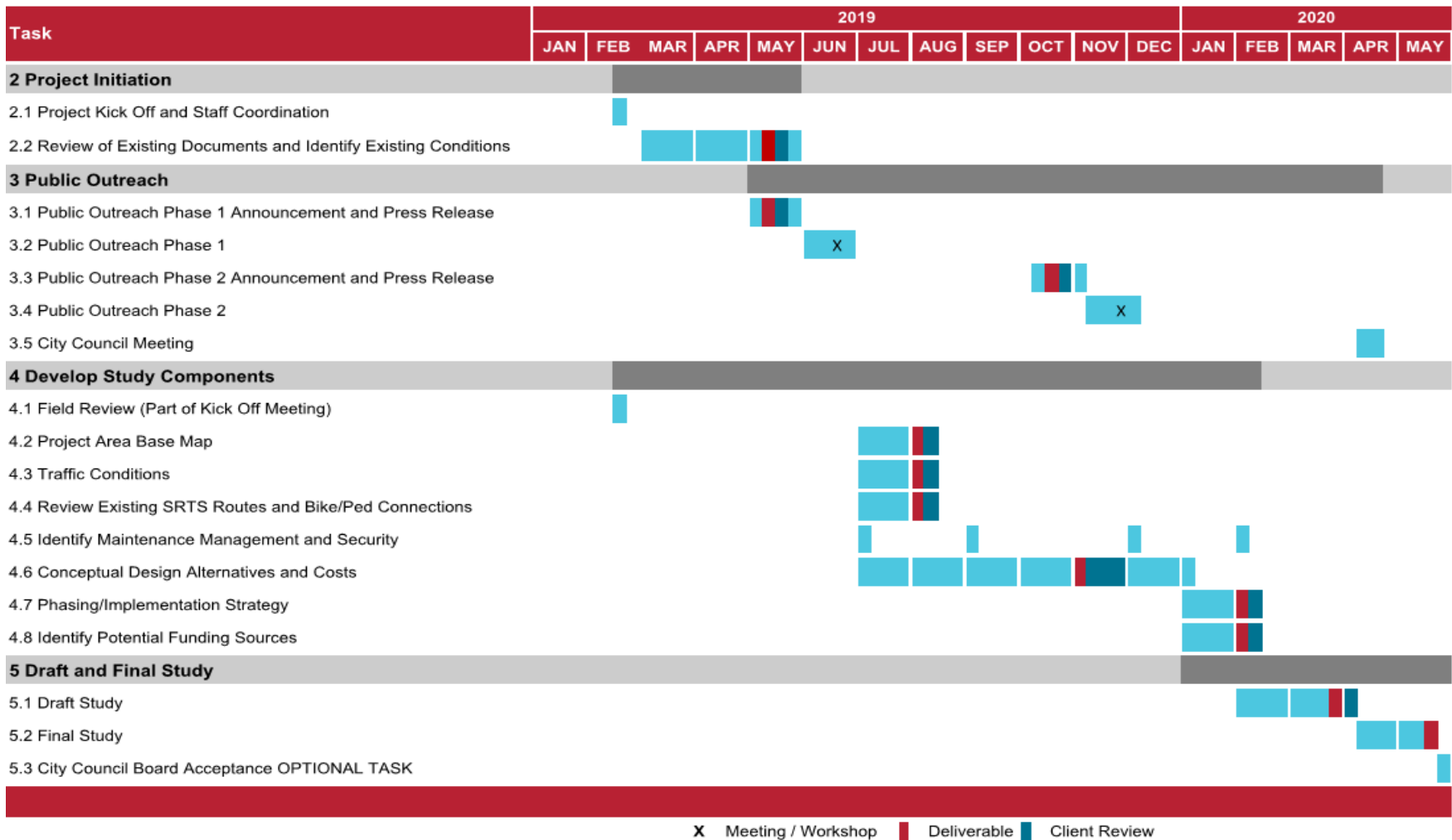
Rates are presented in US Dollars (US\$) and are subject to change at any time.

EXHIBIT “D”

Project Schedule

FEDERAL PROVISIONS-PROJECT TIMELINE

Woodland Parkway Safe Routes to School and Connectivity Study





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: I.11.
SUBJECT: Communications Site License Agreement With GST Capital Partners, LLC

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Communications Site License Agreement with GST Capital Partners, LLC to be located at the northeast corner of the North Regional Ponds (APN # 027-390-037-000).

Staff Contact:

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

Fiscal Impact:

Through the negotiated license agreement between the City of Woodland and GST Capital Partners, LLC, the City will receive lease compensation, at a base rent of \$12,000 annually. The potential maximum annual revenues are estimated to range from \$32,400 to \$72,000 per month based on the quantity and value of the carrier leases. The terms are described in greater detail in the Discussion Section below and Section 3.3-3.7 of the attached Communications Site License Agreement.

Background:

In January 2017, GST Capital Partners, LLC (GST), approached the city requesting the city's consideration for the installation of a communication tower facilities that would potentially host several wireless carriers. GST has proposed to build a 150 foot tall telecommunications facility tower and related ground equipment on approximately 65'x45' of the City's property (APN #027-390-037-000) located at the northeast corner of the city's sewer treatment ponds. On February 6, 2018 City Council adopted Resolution No. 7007, authorizing staff to enter into an Exclusive Negotiating Agreement (ENA) with GST for several parcels owned by the City.

Since Council's approval of the ENA, GST has performed due diligence on the approved parcels and determined the subject site to be the most suitable and preferred location for its proposed 150 foot tall communications tower facility. The proposed location has been reviewed by city staff to ensure there would be no conflicts with City's or WDCWA's existing and planned infrastructure improvements, including the North Regional Pond & Pump Station Project.

Discussion:

Prior to the installation of the telecommunications facility, GST Capital Partners, LLC, who serves as a host to wireless carriers, shall enter into a negotiated license agreement with the City establishing the lease terms and use provisions of the proposed facility on City property. The attached License Agreement between the City and GST, sets a base rent of \$1,000 per month, or \$12,000 per year. Any annual rent above the base rent will be determined by GST's ability to lease space on the tower to telecommunication companies. Based on the proposed height of 150 feet, GST Capital Partners has determined that up to five users can occupy space on the tower in addition to the city's first responder and other city approved Recorded Announcement Devices (RADs). Per GST calculations, the annual revenue paid to the City is expected to range from \$32,400 per month (3 carriers at \$900 / month) to \$72,000 per month (5 carriers at \$1,200 / month). There is the potential for the City to receive more than \$2.8million over the 40-year term of the agreement.

Option

GST Capital Partners, LLC shall have the option to license the land for a period of 18 months. As consideration for the option, GST shall pay the City an initial option payment of \$5,000 upon execution of the License Agreement. At the tenant's election, per the city authorization, GST may extend the option period of an additional 18 months for an additional \$1,000. If it is determined that the Option shall terminate, all funds shall be retained by the City and GST's right to the site will be deemed surrendered.

Lease Term

The initial term of the License Agreement shall be for five (5) years, commencing at the execution of the Option by the Licensee with written notice to the City. GST shall have the option to renew the attached License Agreement for seven (7) additional five (5) year periods on the same terms and conditions for a total of 40 years.

At the expiration of the term, or at any sooner termination of this License, GST shall surrender the site and their appurtenances in the same condition as when the Communications Tower was installed.

Consideration

Upon the commencement date, GST shall pay the City a monthly license payment in the amount calculated to be the greater of the following calculations:

1. \$1,000 per month; or
2. A share of lease revenue
 - 1st carrier: 70% rent held by GST, 30% paid to City
 - 2nd carrier: 70% rent held by GST, 30% paid to City
 - Additional carriers: 65% rent held by GST, 35% paid to City

	 Potential Carrier	Potential Carriers On Tower	Potential Revenue Range	
			Monthly Range	Annual Range
High	\$ 1,200	5	\$ 6,000	\$ 72,000
Low	\$ 900	5	\$ 4,500	\$ 54,000
High	\$ 1,200	4	\$ 4,800	\$ 57,600
Low	\$ 900	4	\$ 3,600	\$ 43,200
High	\$ 1,200	3	\$ 3,600	\$ 43,200
Low	\$ 900	3	\$ 2,700	\$ 32,400

Monthly payments shall increase by 2% annually.

GST agrees to allow the City to locate first responder and other approved City telecommunication devices on the communication tower 10 feet below the top four antennas with wind loading surface area limited to 5,000 square inches unless approved by GST. The City's equipment cannot extend outside of one 10 foot RAD space

without approval by GST.

GST is not responsible for the City's equipment outside of normal communications tower maintenance and City shall provide reasonable insurance or self-insurance as determined by the City, for City's equipment on the Communication Tower. There will be no cost to the City for any of its communication equipment installed on the Communications Tower. The city first responder and other authorized RADs will be installed and maintained at no charge to the City. The City shall remove its equipment upon decommissioning of the Communications Tower for any reason upon six-month written notice to City from GST.

Maintenance of Facilities

Once constructed, GST will be responsible for all maintenance of the site and tower facilities.

Next Steps

Upon execution of the License Agreement and payment of the \$5,000 initial option payment, the 18-month option period will commence. The option period provides time for GST to perform its required entitlement and permitting process including environmental review, conditional use permit, and site plan / design review approval from the City. Additionally, GST will submit for permit approval from the Federal Aviation Agency (FAA), Federal Communications Commission (FCC) and negotiate with potential telecommunications companies interested in leasing RAD space on the Communication Tower. Once GST has secured required permits, contracts with telecommunication companies will be executed at which time GST will then issue an execution of "Option by Licensee" which will initiate the first 5-year period of the License Agreement. Upon full execution of the License Agreement, GST shall construct the Communications Tower as approved by the City.

In the event that GST vacates the site or determines that it is no longer feasible, a pro rata refund of any consideration paid in advance will be issued for the remaining term. At the expiration of the term, or any sooner termination of the License Agreement, GST shall quit and surrender possession of the licensed land and deliver the land to the City in as good order and condition as they were delivered to GST. In the event, this does not occur, GST will pay to the City the sum of \$100 per day for each day the site is not surrendered to the satisfaction of the City.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a Communications Site License Agreement with GST Capital Partners, LLC to be located at the northeast corner of the North Regional Ponds (APN # 027-390-037-000).

Prepared By: Wendy Ross, Economic Development Manager

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

Paul Navazio, City Manager

Attachments

1. Location Map
2. Resolution
3. Site License Agreement
4. Site Plan and Elevations

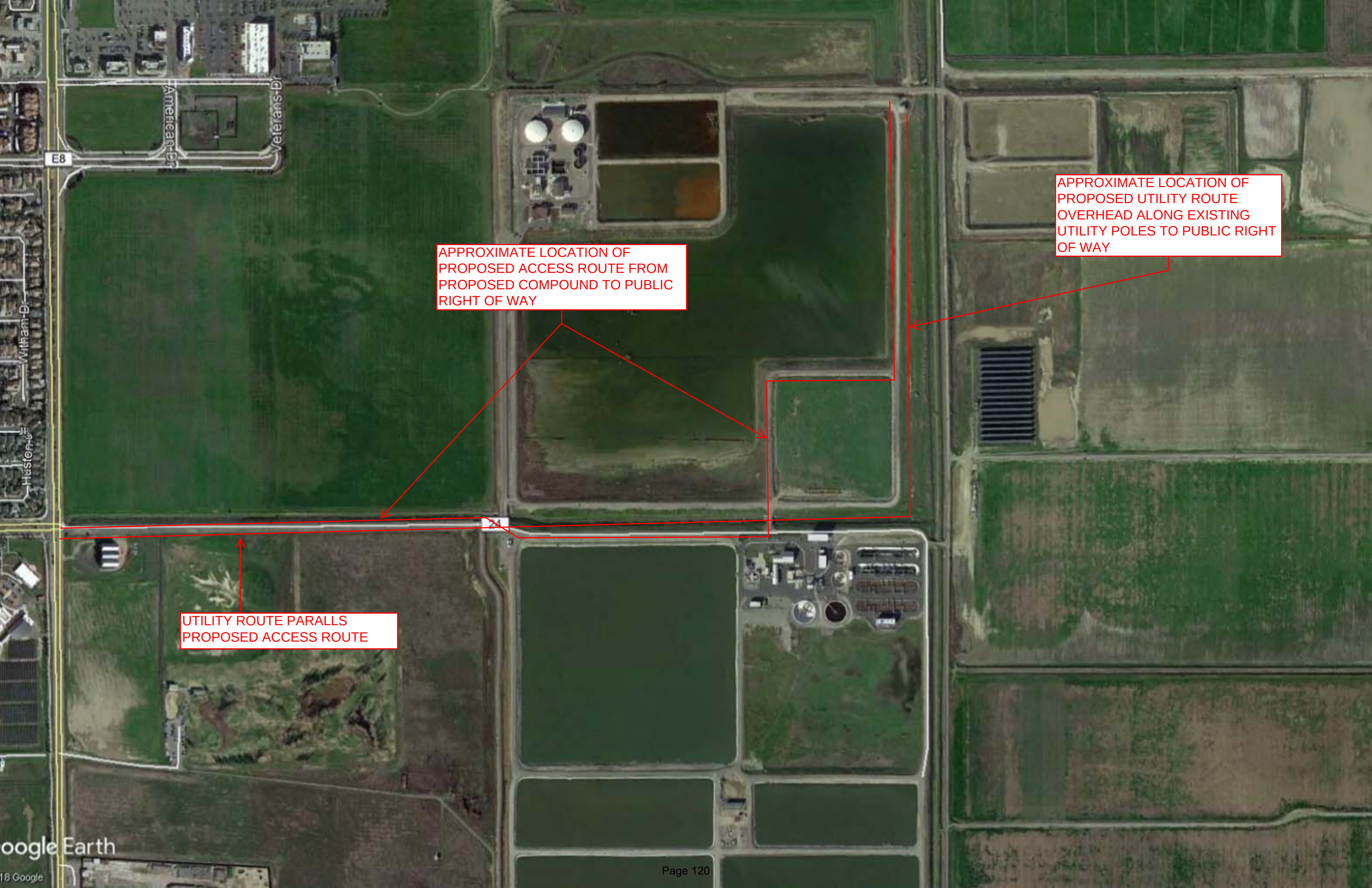
5. Potential Estimated License Revenues



Paul Navazio
City Manager

Attachments:

1. Location Map including Approximately Access and Utility Routes
2. Communications Site License Agreement with GST LLC
3. Resolution
4. Site Plans and Tower Profile Drawing
5. Potential Estimated Annual Revenues Spreadsheet



APPROXIMATE LOCATION OF
PROPOSED ACCESS ROUTE FROM
PROPOSED COMPOUND TO PUBLIC
RIGHT OF WAY

APPROXIMATE LOCATION OF
PROPOSED UTILITY ROUTE
OVERHEAD ALONG EXISTING
UTILITY POLES TO PUBLIC RIGHT
OF WAY

UTILITY ROUTE PARALLS
PROPOSED ACCESS ROUTE

CITY OF WOODLAND
COMMUNICATIONS SITE LICENSE AGREEMENT
WITH GST CAPITAL PARTNERS, LLC

1. Parties and Date.

This Communications Site License Agreement (“License”) is made and entered into this _____, 2018 by and between the City of Woodland (hereinafter referred to as “City”), a California municipal corporation and general law city with its principal place of business at 300 First Street, Woodland, CA 95695 and GST Capital Partners, LLC, a Delaware limited liability company (herein after referred to as “Licensee”), with its principal place of business at 330 Marshall St. Suite 300, Shreveport, LA 71101. City and Licensee are sometimes collectively referred to herein as the “Parties.”

2. Recitals.

2.1 Description of Licensed Land. The City is the record owner of a piece of property generally located at 855 County Road 102, City of Woodland, County of Yolo, Assessor’s Parcel Number 027-390-037-000, legally described in Exhibit “A” and generally referred to as the northeast corner of the sewer treatment ponds (“City Property”).

2.1.1 For the purposes of this License, the “Communications Tower,” as constructed by Licensee and referred to herein, shall refer to the Communications Tower constructed by Licensee pursuant to Section 3.5.

2.1.2 Licensee desires to use and City grants Licensee the right to use: (1) ground space (“Ground Space”) measuring approximately 2,900 square feet of the City Property within which Licensee will install its equipment, including the Communications Tower; (2) a non-exclusive easement for Licensee, Licensee’s employees, agents, contractors and subcontractors to access the Ground Space twenty-four (24) hours a day, seven (7) days a week, on foot or motor vehicle including trucks, over or along a right of way in the location described in Exhibit “A”, and (iv) a non-exclusive easement for the installation, operation, and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Ground Space, all of which are more particularly depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Licensed Land"). Licensee shall apply for an encroachment permit for any work within the public right of way. Licensee shall install the Communications Tower in a good and workmanlike manner. City also hereby grants to Licensee the right to survey the City Property and the Licensed Land, and said survey shall then become Exhibit “B” which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit “A.” Cost for such work shall be borne by the Licensee.

2.2 Purpose of License. City desires to allow Licensee to use the Licensed Land and Licensee desires to use the Licensed Land in exchange for due and adequate consideration, the receipt and sufficiency of which are acknowledged by the Parties and further described and set

forth in this License. The purpose of this License is to allow Licensee to construct, maintain, repair, and operate a communications facility, including the Communications Tower, on the Licensed Land.

3. Term.

3.1 Licensed Land. City hereby grants Licensee a license in, on, across and over the Licensed Land, on the terms hereinafter set forth, for the purpose of constructing, maintaining, repairing and operating the Licensee Facilities, as defined below, and constructing the Communications Tower. The grant of this License shall not relieve Licensee from the requirement to obtain, at its expense, any land use permits or other approvals for the installation and operation of the Communications Tower and Licensee Facilities.

3.2 Option. Licensee shall have the option ("Option") to license the Licensed Land on the terms and conditions set forth in this Section.

3.2.1 Option Period. The Option may be exercised at any time within Eighteen (18) months of execution of this Agreement by all parties (the "Option Period"). As consideration for the issuance of this Option, Licensee shall pay to the City an initial Option Payment in an amount of Five Thousand and no/100 Dollars (\$5,000.00) upon execution of the License along with delivery to City of an original fully executed copy of the License Agreement. At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Eighteen (18) months with an additional payment of one thousand and no/100 dollars one time fee by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement at the extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, City shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

3.2.2 Changes In Property During The Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, City decides to sell, subdivide, or change the status of the zoning of the Licensed Land, City Property or other real property of City contiguous to surrounding, or in the vicinity of the Licensed Land, City shall immediately notify Licensee in writing. Any sale of City Property shall be subject to Licensee's rights under this Agreement. Licensee may access and enter onto the Licensed Land and City Property during the Option Period with City's prior written consent and as necessary to evaluate the Licensed Land for Licensee's intended purpose. Licensee shall defend, indemnify and hold City harmless for all activities by Licensee on the City Property during the Option Period.

3.3 Lease Term. The initial term of this License shall be for five (5) years, commencing on the execution of the Option by Licensee with written notice to City. In the event the date of execution of the Agreement falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the

“Commencement Date”) and terminating at 11:59 p.m. on the last day of the sixtieth (60th) month of the initial term. This License may be terminated in accordance with the provisions of Section 3.9 herein.

3.4 Option to Renew. Licensee shall have the option to renew this License on the terms and conditions herein contained for seven (7) additional five (5) year periods (each a “Renewal Term”) on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term unless Licensee notifies City, in writing, of Licensee’s intention not to renew this License, at least ninety (90) days prior to the expiration of the preceding term. Such notice shall be deemed given upon the mailing of such notice to City. If Licensee shall remain in possession of the Licensed Land at the expiration of this License or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this License, except that Licensee shall pay to City a monthly rent equal one hundred fifty percent (150%) of the monthly rental rate paid at the expiration or termination of this License, provided that, thereafter, either Party may terminate this License for any reason at any time upon thirty (30) days prior written notice to the other Party.

3.5 Facilities; Utilities; Access.

3.5.1 After full execution of this License, Licensee shall construct the Communication Tower as shown on plans approved by City in the location shown on Exhibit “A” attached hereto. Construction of the Communications Tower shall be coordinated such that at no time will there be a reduction of access to the storage shed south of the Licensed Land on the City’s Property. The Communications Tower shall consist of a one hundred fifty (150) foot tower and communication compound for equipment, built to the specifications and satisfaction of the City. Subject to the provisions of this License, Licensee has the right to install, erect, maintain and operate on the Licensed Land and on the Communications Tower those communications facilities, utility lines, transmission lines, electronic equipment, transmitting and receiving antennas, supporting equipment and structures, and other equipment and facilities related thereto (“Licensee Facilities”). A site plan of the proposed Licensee Facilities is attached hereto as Exhibit “C”. In connection therewith, Licensee has the right to do all work necessary to prepare, maintain and alter Licensed Land for Licensee’s business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Licensee’s construction and installation work shall be performed at Licensee’s sole cost and expense, in a good and workmanlike manner, and according to plans and specifications approved by City. Except as otherwise provided herein, title to the Licensee Facilities and to the Communications Tower shall be held by Licensee. All Licensee Facilities shall remain Licensee’s personal property and are not fixtures. Licensee shall remove all Licensee Facilities, at its sole expense, and shall repair any damage to the City Property or the Licensed Land caused by such removal, reasonable wear and tear excepted, in accordance with Sections 3.5.1 a-e below.

As additional consideration for this License, Licensee grants City a license, at no cost, to occupy the Communications Tower and owned storage shed with sports lighting fixture and necessary

electrical cables, conduits and connections only and to maintain the sports lighting fixture as necessary, subject to the following terms and conditions:

(a) City agrees not to damage the Communications Tower or any of Licensee's property or fixtures thereon in any way. City shall be responsible and liable for any such damages.

(b) Licensee shall have no responsibility for payment of electricity used by City for sports lighting fixture installed on the Communications Tower.

(c) All future maintenance of the Communications Tower and system by City shall be coordinated with Licensee and City shall provide not less than (24) hours prior written notice to Licensee.

(d) The City's license set forth in this Section 3.5.1 may not be sold, assigned, or transferred by City.

3.5.2 [reserved]

3.5.3 Licensee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Licensee shall draw electricity and other utilities from separate utility service than City's from any utility company that will provide service to the Licensed Land. City agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Licensed Land, including the grant to Licensee or to the servicing utility company at no cost to Licensee of an easement in, over across or through the Licensed Land as required by such location reasonably acceptable to City and the servicing utility company.

3.5.4 City shall maintain all existing access roadways from the nearest public roadway to the Licensed Land in a manner sufficient to allow for Licensee's access to the premises at all times under normal weather conditions. City shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Licensee's use of such roadways.

3.6 Use. Subject to the provisions of this License, including, but not limited to, Sections 4.1 and 4.18, the Licensed Land may be used for any activity directly connected with the provision of communication services and the operation of the Licensee Facilities. During the term of the License, City shall maintain the City Property and the Communications Tower in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, in respect to the condition of the Licensed Land and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Licensed Land (other

than general office use); and (b) all building codes requiring modifications to the Licensed Land due to the improvements being made by Licensee in the License Land.

3.7 Consideration

3.7.1 License Payments. Upon the Commencement Date, Licensee shall pay to the City a monthly License Payment in the amount calculated to be the greater of the following payment calculations:

One Thousand and no/100 Dollars (\$1,000.00) per month

OR

A Revenue Share based on the following structure:

1st carrier: 70% rent held by GST, 30% paid to Owner

2nd carrier: 70% rent held by GST, 30% paid to Owner

All additional carriers: 65% rent held by tenant, 35% to Owner

The License Payment due to the City shall be the greater of the payment calculations defined above, and shall under no circumstance be less than One Thousand and no/100 Dollars (\$1,000.00) per month. Carrier shall provide City with a full and complete copy of all license or lease agreements executed by Carrier under this Agreement for the Licensed Land.

The License Payments shall be payable monthly in advance by the fifth (5th) day of each month to City. The minimum monthly License Payment shall increase by two percent (2%) each year, effective on the anniversary of the Commencement Date. All payments shall be made payable to: City of Woodland, 300 First Street, Woodland, CA 95695. Upon agreement of the Parties, Licensee may pay rent by electronic funds transfer and in such event, City agrees to provide to Licensee bank routing information for such purpose upon request of Licensee.

The Licensee agrees to allow the City to locate first responder and other approved City communication devices on the Communications Tower ten feet below the top four RADs with wind loading surface area limited to 5000 square inches unless approved by Licensee. City's equipment installation cannot extend outside of one 10 foot RAD space without approval by Licensee. Licensee is not responsible for City's equipment outside of normal Communications Tower maintenance and City shall provide reasonable insurance or self-insurance as determined by City, for City's equipment on the Communications Tower. Licensee agrees that there shall be NO monthly license payment or cost (\$0) to the City for any communication equipment installed on the Communications Tower. The City shall remove its equipment upon decommissioning of the Communications Tower for any reason with six-month written notice.

3.7.2 Rental Documentation. City hereby agrees to provide to Licensee certain documentation (the "Rental Documentation") evidencing City's interest in, and right to receive payments under, this License, including without limitation: (i) documentation, acceptable to Licensee in Licensee's reasonable discretion, evidencing City's good and sufficient title to and/or interest in

the City Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Licensee, for any party to whom rental payments are to be made pursuant to this License; and (iii) other documentation requested by Licensee in Licensee's reasonable discretion. From time to time during the term of this License and within thirty (30) days of a written request from Licensee, City agrees to provide updated Rental Documentation in a form reasonably acceptable to Licensee. The Rental Documentation shall be provided to Licensee in accordance with the provisions of and at the address given in Section 3.26. Delivery of Rental Documentation to Licensee shall be a prerequisite for the payment of any rent by Licensee and notwithstanding anything to the contrary herein, Licensee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Licensee as provided herein.

Within fifteen (15) days of obtaining an interest in the City Property or this License, any assignee(s), transferee(s) or other successor(s) in interest of City shall provide to Licensee Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the term of this License and within thirty (30) days of a written request from Licensee, any assignee(s) or transferee(s) of City agrees to provide updated Rental Documentation in a form reasonably acceptable to Licensee. Delivery of Rental Documentation to Licensee by any assignee(s), transferee(s) or other successor(s) in interest of City shall be a prerequisite for the payment of any rent by Licensee to such party and notwithstanding anything to the contrary herein, Licensee shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of City until Rental Documentation has been supplied to Licensee as provided herein.

3.8 Late Payment Charges. Licensee hereby acknowledges that late payment by Licensee to City of License Payments will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any License Payment shall not be received by City within fifteen (15) business days after Licensee's receipt of written notice from City that such amount is overdue, Licensee shall pay to City a late charge equal to ten percent (10%) of such overdue amount, as well as interest on the outstanding amount which shall accrue from the due date until the date paid at the rate of ten percent (10%) per annum. In no event shall the late charge or interest exceed the maximum allowable by law. Acceptance of such late charge by City shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor shall it prevent City from exercising any of the other rights and remedies granted hereunder.

3.9 Termination. In the event this License is terminated by either Party between the anniversary dates, there shall be a pro rata refund of any consideration paid in advance for the remaining term.

3.9.1 Government Approvals; Termination By Licensee. Licensee shall use the Licensed Land for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at

Licensee's expense and their installation shall be at the discretion and option of Licensee. It is understood and agreed that Licensee's ability to use the Licensed Land is contingent upon its obtaining after the execution date of this License all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Licensee use of the Licensed Land as set forth above. This License may be terminated upon sixty (60) days prior written notice at any time during this License in the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that any soil boring tests are unsatisfactory; (v) Licensee determines that the Licensed Land is no longer technically compatible for its use, or (vi) Licensee, in its sole discretion, determines that the use of the Licensed Land is obsolete or unnecessary. Notwithstanding anything to the contrary herein, Licensee may terminate this License at any time with or without cause prior to the Commencement Date upon written notice to City.

3.9.2 Termination By City. Violation of any term, covenant, condition or provision contained herein shall be cause for immediate termination of the License by City, unless corrected within thirty (30) days after Licensee's receipt of City's written request to do so. If such violation cannot reasonably be corrected within such thirty (30) day period, the City shall not have the right to terminate this License if Licensee commences correction of the violation within such thirty (30) day period and thereafter diligently pursues such correction to completion. Notwithstanding the foregoing, any instance of late payment is cause for immediate termination, as described in this Section 3.9, at the sole discretion of City, unless payment is made along with all applicable penalties and interest within thirty (30) days after City notifies Licensee in writing of the late payment.

3.9.3 Annual Termination. Notwithstanding anything to the contrary contained herein, provided Licensee is not in default hereunder beyond applicable notice and cure periods, Licensee shall have the right to terminate this License upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to City. In the event that Licensee exercises its option to terminate this License pursuant to this section, Licensee shall pay City an amount equal to six (6) months' rent, but shall not be subject to any penalty or further liability beyond this payment.

4.0 Improvements. Except as otherwise provided herein, no improvements, including the Licensee Facilities, shall be installed on the Licensed Land without City's prior written approval of plans and specifications, which approval shall not be unreasonably withheld, conditioned, or delayed. City shall use its best efforts to approve or request changes to the plans and specifications within fifteen (15) days of receipt of such plans. In the event the City does not either (i) object to the plans and specifications in writing or (ii) furnish the Licensee with written approval, within fifteen (15) days of the date of submission of the plans by Licensee to City, City will be deemed to have approved them. All work done, including construction of the

Communications Tower by Licensee, shall be performed in accordance with the approved plans unless otherwise approved in writing by the City. Licensee shall not change the existing grade or otherwise modify the topography of the Licensed Land or City Property affected by this License without prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the provisions of this paragraph, Licensee shall be entitled to repair or replace (like for like) any equipment constituting part of the Licensee Facilities and modify the frequencies over which such equipment operates without the prior written consent of City.

4.1 Interference.

4.1.4 Licensee shall operate the Licensee Facilities in a manner that will not cause harmful interference which is measurable in accordance with then existing industry standards with the communications systems operated by City or with the communications systems operated by other licensees or lessees of City property provided that the installations of such facilities predate that of the Licensee Facilities.

4.1.2 In the event that the Licensee Facilities cause interference with City's existing public safety communications equipment, and such interference is not cured within twenty (20) business days after Licensee's receipt of notice from City, City may require relocation of the interfering Licensee Facilities or a redesign of such facilities to reduce or eliminate interference. Any interference in violation of this Section 4.1 shall be deemed a material breach by the interfering Party, who shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. Notwithstanding the foregoing, in no event will City be entitled to terminate this License or relocate the Licensee Facilities as long as Licensee is making a good faith effort to remedy the interference issue. City agrees that City and/or any other tenants of the City Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Licensee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

4.1.3 All operations by Licensee shall be in compliance with all applicable Federal Communications Commission ("FCC") requirements, as well as other applicable Federal, State and local laws, rules and regulations.

4.1.4 Construction, maintenance and operation of Licensee Facilities shall not interfere with the City's use and programming of the City Property at any time and as determined by City in its sole discretion.

4.2 Vacating the Property.

4.2.1 At the expiration of the term or at any sooner termination of this License, Licensee shall quit and surrender possession of the Licensed Land and City Property, and their appurtenances, to City in as good order and condition as they were delivered to Licensee on the Commencement, reasonable wear and tear and damage by the elements excepted. Within ninety (90) days of the expiration or termination of this License, Licensee shall remove all Licensee Facilities from Licensed Land and City Property, provided that Licensee shall be deemed to remain in possession of the Licensed Land for purposes of Section 3.4 until all Licensee Facilities have been removed. If Licensee does not restore the City Property and Licensed Land as required within the ninety (90) days after the expiration or termination of this License, City may remove the Licensee Facilities and dispose of or store them at Licensee's sole cost and expense.

4.2.2 In addition and not in lieu of the foregoing, Licensee agrees that the inconvenience and other damage to City in the event of Licensee's failure to timely remove Licensee Facilities is impossible to measure precisely, but agrees that one hundred dollars (\$100.00) per day, as adjusted upward annually using the mechanism in Section 3.7.1 herein, is a reasonable estimate of City's damages. To this end, if Licensee does not restore the City Property and Licensed Land as required, Licensee shall pay to City the sum of one hundred dollars (\$100) as liquidated damages for each day following on which Licensee Facilities are present on City Property, provided that this daily liquidated damages amount shall be adjusted upward annually according to the formula set forth in Section 3.7.1.

4.3 Maintenance. Licensee shall, at its sole cost and expense, keep the Licensed Land in compliance with all applicable laws and regulations concerning Licensee's use of Licensed Land. All Licensee Facilities shall be maintained in good and workable order and good appearance. In addition, Licensee shall make any repairs to the Licensed Land or City Property caused by or incident to Licensee's use of the Licensed Land or implementation of this License.

4.4 Hazardous Substances; Compliance with Laws.

4.4.1 For purposes of this License, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release

Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as “the State Toxic Substances Law”); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

4.4.2. City warrants and agrees that neither City nor, to City's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within City Property in violation of any law or regulation. City and Licensee each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within City Property in violation of any law or regulation.

4.4.3 Except as otherwise specifically permitted under the terms of this License, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the City Property or Licensed Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in sub-section 4.4.13.13.1. Storage of batteries for emergency power, fuel for temporary generators to be used during power outages, and ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Licensee's Facilities are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Land, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

4.4.4 No permanent underground or above ground storage tanks shall be installed on the Licensed Land or City Property.

4.4.5 Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee on, under, about or within the Licensed Land or City Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

4.4.6 Breach of any of the covenants, terms, and conditions contained in this Section 13, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from City, shall give City the authority to either immediately terminate this License or to require the shutdown of Licensee's operations thereon, at the sole discretion of City. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances placed by Licensee on, under, about or within Licensed Land or City Property. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all

Hazardous Substances introduced to the Licensed Land and City Property by Licensee during Licensee's period of use and possession of the Licensed Land or City Property. Upon termination of this License, Licensee shall, in accordance with all laws, remove from the Licensed Land or City Property any equipment or improvements placed on the Licensed Land or City Property by Licensee that may be contaminated by Hazardous Substances.

4.4.7 Except to the extent caused by the negligence, gross negligence or willful misconduct of City or any of the indemnified parties in this section, Licensee agrees to defend and indemnify the City and the City's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this Section 4.4.

4.5 Entry by Owner. Licensee shall permit City to enter upon the Licensed Land at any time, upon twenty-four (24) hours prior written notice, and City shall be liable for any damage to Licensee's personal property in the course thereof, but only to the extent that damage was directly or indirectly caused by the City or its personnel.

4.6 Previous Licenses. In the event there is an existing license between Licensee and City (or its predecessor-in-interest) covering the Licensed Land, it is agreed and understood that this License shall cancel, supersede and terminate said prior license as of the Effective Date of this License.

4.7 Subordinate Rights. This License is subject to all existing licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title ("Title Exceptions") which affect the Licensed Land.

4.8 Assignment or Subletting. Licensee shall not assign this License without the prior written consent of the City, which consent shall not be withheld, conditioned, or delayed; provided, however, upon notice to City in advance of its intention, Licensee may assign this License, or sublicense the Licensed Land to any of its subsidiaries or successor legal entities, or to any entity acquiring substantially all of the assets of Licensee, without increasing the size, number, or changing the type of facilities on Licensed Land. Notwithstanding anything to the contrary contained in this License, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this License to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that Licensee must notice City in advance of any of such transfer and any such transferee shall be bound by the provisions of this License. Any sublease that is entered into by Licensee shall be subject to the provisions of this License and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

4.9 Taxes. The possessory property interest created by this License may be subject to property taxation, and Licensee may be subject to the payment of property taxes levied on such interest by the appropriate taxing authority. Licensee is required to pay any such tax directly to the appropriate taxing authority. In addition, if personal property taxes are assessed, Licensee shall pay any portion of such taxes directly attributable to the Licensee Facilities. City shall pay all real property taxes, assessments and deferred taxes on the Licensed Land, except for any tax levied on Licensee's possessory interest, and shall do so prior to the imposition of any lien on the City Property. Notwithstanding the foregoing, Licensee shall not have the obligation to pay any tax, assessment, or charge that Licensee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the City Property. Nothing in this paragraph shall be construed as making Licensee liable for any portion of City's income taxes in connection with any Property or otherwise.

Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible for payment. City shall reasonably cooperate with Licensee at Licensee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by the City for any taxes previously paid by Licensee, City agrees to promptly reimburse to Licensee the amount of said reduction, credit or repayment. In the event that Licensee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, City will pursue such dispute at Licensee's sole cost and expense upon written request of Licensee.

4.10 Mechanic's Liens. Licensee shall keep the Licensed Land and City Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Licensee, or any tenant or subtenant thereof. Licensee shall not be considered in violation of this provision if it provides a bond in lieu of the lien which is in conformance with applicable law and which is in an amount and form reasonably acceptable to the City.

4.11 Waiver. The waiver by City or Licensee of any breach of any term, covenant, condition or provision contained herein ("Terms"), shall not be deemed to be a waiver of such Terms for any subsequent breach of the same or any other Terms contained herein. The subsequent acceptance of consideration by City shall not be deemed to be a waiver of any preceding breach by Licensee of any Terms of this License, other than the failure of Licensee to pay the particular consideration so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such consideration.

4.11.1 Attorneys' Fees. The prevailing party in any action brought by either Party hereto, based on any claim arising under this License, shall be entitled to reasonable attorneys' and/or consultants' fees.

4.12 Insurance.

4.12.1 Types; Amounts. Licensee shall obtain, and shall require any contractor or subcontractor used in the performance of work under this License to obtain, insurance in the amounts described below unless specifically altered or waived by City (“**Required Insurance**”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this License or be no less than two times the specified occurrence limit.

4.12.1.1 Required Insurance for Licensee.

- (i) *General Liability Insurance.* Licensee shall maintain occurrence version general liability insurance, or an equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies.
- (ii) *“All Risk” Property Insurance.* Licensee shall maintain a policy of property insurance for perils usual to a standard “all risk” insurance policy on all its improvements or alterations in, on, or about the Licensed Land, with limits equal to the value of all such improvements or alterations.
- (iii) *Automobile Liability Insurance.* Licensee shall maintain a policy of automobile liability insurance with a combined single limit of One Million Dollars (\$1,000,000.00) per accident.
- (iv) *Workers' Compensation Insurance.* Licensee shall maintain Workers' Compensation insurance in compliance with all applicable statutes.
- (v) *Employer's Liability.* Licensee shall maintain employers liability coverage with a limit of not less than One Million Dollars (\$1,000,000).

4.12.1.2 Required Insurance for Contractors and Subcontractors.

- (i) *General Liability Insurance.* Each contractor or subcontractor shall maintain occurrence version general liability insurance, or an equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies.
- (ii) *Automobile Liability Insurance.* Each contractor or subcontractor shall maintain a policy of automobile liability insurance with a limit of One Million Dollars (\$1,000,000.00) per accident.
- (iii) *Employer's Liability.* Each contractor or subcontractor shall maintain employers liability coverage with a limit of not less than One Million Dollars (\$1,000,000).
- (iv) *Workers' Compensation Insurance.* Each contractor or subcontractor shall maintain Workers' Compensation insurance in compliance with all applicable statutes.
- (v) *Umbrella Insurance.* Each contractor or subcontractor shall maintain a policy of umbrella insurance as excess coverage for the policies listed in this Section 4.12.1.2, with a policy limit of not less than One Million Dollars (\$1 million) per occurrence.

4.12.1.3 General Provisions. The general liability insurance policy or Policies shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as to Licensee's defense and

indemnification obligations herein with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Licensee's scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

4.12.1.4 Certificates; Insurer Rating; Cancellation Notice. Prior to the Commencement Date, Licensee shall furnish to City properly executed certificates of insurance which evidence all Required Insurance. Licensee shall maintain, and cause its contractors and subcontractors to maintain, the Required Insurance at all times while this License is in effect, and shall replace, and cause its contractors and subcontractors to replace, any certificate, policy, or endorsement which will expire prior to that date. Verizon Wireless or the insurance carriers shall endeavor to provide thirty (30) days prior written notice of cancellation to City. Unless approved in writing by City, Licensee shall place, and cause its contractors and subcontractors to place, the Required Insurance with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

4.12.1.5 Waiver of Subrogation. City and Licensee release each other and their respective officials, directors, employees, representatives, and agents from any claims for damage or harm to any person, Licensed Land, or Licensee's Facilities caused by, or which result from, risks insured under any insurance policy carried by the Parties at the time of such damage or harm. City and Licensee shall cause each insurance policy obtained by them, or by Licensee's contractors or subcontractors, to provide the insurance company waives all right of recovery by way of subrogation against the other (or, with respect to Licensee's contractors and subcontractors, against City) in connection with any damage or harm covered by such policy.

4.13 Indemnity. Except to the extent caused by the negligence, gross negligence or willful misconduct of City or any of the indemnified parties in this section, Licensee hereby agrees to defend, indemnify and hold City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner to the extent caused by the negligence or willful misconduct of Licensee, its partners, affiliates, agents officials, officers or employees in performance of this License or use of the Licensed Land or City Property. Licensee shall defend, with counsel reasonably acceptable to the City, at Licensee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable, that may be brought or instituted against City, its directors, officials, officers, agents or employees due to Licensee's negligence or willful misconduct. Licensee shall pay and satisfy any judgment, award or decree that may be rendered against City, its directors, officials, officers, agents or employees. Licensee shall indemnify such parties for any and all legal expenses and costs incurred by one or all of them in connection with this License or the indemnity herein provided. Licensee's obligation shall survive termination or expiration of this License, and shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, agents or employees.

4.14 Amendments. The provisions of this License may be amended only by mutual written consent of the Parties.

4.15 No Relocation Assistance. Licensee acknowledges that Licensee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this License.

4.16 Time. Time is of the essence of this License.

4.17 Notices. All notices permitted or required under this License shall be given to the respective parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

Licensee:

GST Capital Partners, LLC
330 Marshall St., Suite 300
Shreveport, LA 71101

City:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: Community Development Director

Such notice shall be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

4.18 Right of First Refusal. If City elects, during the term of this License (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Licensee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this License to such third party, Licensee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Licensee fails to meet such bona fide offer within thirty (30) days after written notice thereof from City, City may sell or grant the easement or interest in the City Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

4.19 Right upon Sale. Should City, at any time during the term of this License decide (i) to sell or transfer all or any part of the City Property to a purchaser other than Licensee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the City Property occupied by Licensee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this License and any such purchaser or transferee shall recognize Licensee's rights hereunder under the terms of this License. To the extent that City grants to a third party by easement or other legal instrument an interest in and to that portion of the City Property occupied by Licensee for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this License to said third party, City shall not be released from its obligations to Licensee under this License, and Licensee shall have the right to look to City and the third party for the full performance of this License.

4.20 Quiet Enjoyment. City covenants that Licensee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Licensed Land.

4.21 Title. City represents and warrants to Licensee as of the execution date of this License, and covenants during the term of this License that City is seized of good and sufficient title and interest to the City Property and has full authority to enter into and execute this License. Licensee further covenants during the term of this License that there are no liens, judgments or impediments of title on the City Property, or affecting City's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Licensed Land by Licensee as set forth above.

4.22 Subordination and Non-disturbance. At City's option, this License shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by City which from time to time may encumber all or part of the City Property or right-of-way; provided, however, as a condition precedent to Licensee being required to subordinate its interest in this License to any future Mortgage covering the City Property, City shall obtain for Licensee's benefit a non disturbance and attornment agreement in the form reasonably satisfactory to Licensee, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize Licensee's right to remain in occupancy of and have access to the Licensed Land as long as Licensee is not in default of this License beyond applicable notice and cure periods. The Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the City Property, Lender or such successor in interest or Purchaser will (1) honor all of the terms of the License, (2) fulfill City's obligations under the License, and (3) promptly cure all of the then existing City defaults under the License. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, Licensee will execute an agreement for Lender's benefit in which Licensee (1) confirms that the License is subordinate to the Mortgage or other real property

interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the City Property and (3) agrees to accept a cure by Lender of any of City's defaults, provided such cure is completed within the deadline applicable to City. In the event City defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the City Property, Licensee, may, at its sole option and without obligation, cure or correct City's default and upon doing so, Licensee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and Licensee shall be entitled to deduct and setoff against all rents that may otherwise become due under this License the sums paid by Licensee to cure or correct such defaults.

4.23 Environmental.

4.23.1 City will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the City Property, unless such conditions or concerns are caused by the specific activities of Licensee in the Licensed Land.

4.23.2 City shall hold Licensee harmless and indemnify Licensee from and assume all duties, responsibility and liability at City's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Licensee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the City Property or activities conducted thereon, unless such environmental conditions are caused by Licensee.

4.24 Default.

4.24.1 In the event there is a breach by Licensee with respect to any of the provisions of this License or its obligations under it, including the payment of rent, City shall give Licensee written notice of such breach. Unless otherwise provided for in this License, Licensee shall have thirty (30) days in which to cure any such breach, provided Licensee shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. City may not maintain any action or effect any remedies for default against Licensee unless and until Licensee has failed to cure the breach within the time periods provided in this Paragraph.

4.24.2 In the event there is a breach by City with respect to any of the provisions of this License or its obligations under it, Licensee shall give City written notice of such breach. After receipt of such written notice, City shall have thirty (30) days in which to cure any such breach, provided City shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and City commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Licensee may not maintain any action or effect any remedies for default against City unless and until City has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this License if City fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by City if the failure to perform such an obligation interferes with Licensee's ability to conduct its business on the City Property; provided, however, that if the nature of City's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this License if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

4.25 Remedies. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this License, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the License and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Licensed Land are located; provided, however, City shall use reasonable efforts to mitigate its damages in connection with a default by Licensee. If Licensee so performs any of City's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by Licensee shall immediately be owing by City to Licensee, and City shall pay to Licensee upon demand the full undisputed amount thereof with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable laws. Notwithstanding the foregoing, if City does not pay Licensee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from City, Licensee may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to City until the full undisputed amount, including all accrued interest, is fully reimbursed to Licensee.

4.26 Casualty. In the event of damage by fire or other casualty to the Licensed Land that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the City Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Licensed Land for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided City has not completed the restoration required to permit City to resume its operation at the Licensed Land, terminate this License upon fifteen (15) days prior written notice to City. Any such notice of

termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.

4.27 Condemnation. In the event of any condemnation of all or any portion of the City Property, this License shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Licensed Land or City Property, Licensee, in Licensee's sole discretion, is unable to use the Licensed Land for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Licensee's operations at the Licensed Land for more than forty-five (45) days, Licensee may, at Licensee's option, to be exercised in writing within fifteen (15) days after City shall have given Licensee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this License as of the date the condemning authority takes such possession. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Licensed Land for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this License to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this License and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Licensee does not terminate this License in accordance with the foregoing, this License shall remain in full force and effect as to the portion of the Licensed Land remaining, except that the rent shall be reduced in the same proportion as the rentable area of the License Land taken bears to the total rentable area of the Licensed Land. In the event that this License is not terminated by reason of such condemnation, City shall promptly repair any damage to the Licensed Land caused by such condemning authority.

4.28 Entire Agreement. This License constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this License must be in writing and executed by both parties.

4.29 Invalidity. If any provision of this License is invalid or unenforceable with respect to either party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

4.30 Successors and Assigns. This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

4.31 Governing Law and Venue. This License shall be governed by the laws of the State of California. Any action to interpret or enforce this License shall be brought and maintained exclusively in the courts of and for Yolo County, California.

4.32 Survival. All obligations of Licensee hereunder not fully performed as of the completion or termination of this License shall survive such completion or termination, including without limitation all payment obligations and all obligations concerning the condition of the Licensed Land and City Property.

4.33 Authority to Enter Agreement. Both Parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this License. Each Party warrants that the individuals who have signed this License have the legal power, right, and authority to enter into this License and bind each respective Party.

4.34 Recordation. City acknowledges that a memorandum of this License in the form of Exhibit “E” may be recorded by Licensee, at its sole cost and expense, in the official records of the County of Yolo. City agrees to execute such memorandum at the request of Licensee.

[Signature page follows]

The effective date of this Communications Site License Agreement is the date of execution by the last party to sign (the “Effective Date”).

CITY OF WOODLAND,
a California municipal corporation

GST CAPITAL PARTNERS, LLC

By: _____
Paul Navazio
City Manager

Date _____

By: _____
Name: Guy Smith
Title: Vice President
Date: _____

Attest:

City Clerk

Exhibit “A”

General Description of Licensed Land Including Parcel Map

Exhibit “B”

Survey

[See attached]

Exhibit “C”

Site Plan

[See attached]

Exhibit “D”

Plans of Licensee Facilities

Exhibit “E”

Memorandum of License

[attached on following page]

**RECORDING REQUESTED BY:
WHEN RECORDED, RETURN TO:**

GST Capital Partners, LLC
330 Marshall ST., Suite 300
Shreveport, LA 71101
Attn: Guy Smith, VP

APN: _____

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE ("Memorandum") dated as of _____ between CITY OF WOODLAND, A CALIFORNIA MUNICIPAL CORPORATION ("City"), and GST Capital Partners, LLC ("Licensee").

RECITALS

WHEREAS, City and Licensee have executed that certain Communications Site License Agreement ("License") dated as of _____, covering certain premises ("Premises") depicted on Exhibit "A" attached hereto and incorporated herein by this reference and situated on certain real property located in the County of Yolo, State of California, and more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, City and Licensee desire to record notice of the License in the Official Records of Yolo County, California;

NOW, THEREFORE, in consideration of the foregoing, City and Licensee hereby declare as follows:

1. **Demise.** City has Licensed the Premises to Licensee (together with access and utility easements), and Licensee has hired the Premises from City, subject to the terms, covenants and conditions contained in the License.

2. **Expiration Date.** The term of the License ("Term") is scheduled to commence on the Commencement Date (as that term is defined in the License) and shall expire five (5) years thereafter, subject to Licensee's option to extend the Term pursuant to Section 3.3 of the License for ten (10) additional terms of five (5) years each.

3. **License Controlling.** This Memorandum is solely for the purpose of giving construction notice of the License. In the event of conflict between the terms of the License and this Memorandum, the terms of the License shall control.

IN WITNESS WHEREOF, City and Licensee have executed this Memorandum of License as of the date and year first written above.

**CITY OF WOODLAND,
a California municipal corporation**

By: _____

Paul Navazio
City Manager

Date _____

Attest:

City Clerk

GST CAPITAL PARTNERS, LLC

By: _____

Name: Guy Smith
Title: Vice President

Date: _____

[ACKNOWLEDGMENTS FOLLOW]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, 20____, before me, _____,
Notary Public, personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

]

Place Notary Seal Above

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A" TO THE MEMORANDUM OF LICENSE

DEPICTION OF PREMISES

[See attached]

EXHIBIT "B" TO THE MEMORANDUM OF LICENSE

LEGAL DESCRIPTION OF CITY PROPERTY

APN:

All that real property located in the State of California, County of Yolo, as described herein:

EXHIBIT “F”
BILL OF SALE

GST Capital Partners, LLC (“Assignor”) hereby assigns and delivers to the City of Woodland (“Assignee”), all of Assignor’s right, title and interest in and to that certain Communications Tower, as defined in that certain Communications Site License Agreement by and between Assignor, as Lessee, and Assignee, as Lessor, dated _____, 20__ (“License”), as described in Exhibit “A” attached hereto and incorporated herein by reference.

Provided, however, the assignment represented by this Bill of Sale is subject in all respects to the terms and conditions of the License, which are incorporated herein by this reference as though set forth in full.

ASSIGNEE:

CITY OF WOODLAND,
a California municipal corporation

By: _____

Paul Navazio
City Manager

Date _____

ASSIGNOR:

GST CAPITAL PARTNERS, LLC

By: _____

Name: Guy Smith
Title: Vice President

Date: _____

Attest:

City Clerk

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
COMMUNICATIONS SITE LICENSE AGREEMENT WITH GST CAPITAL
PARTNERS, LLC FOR THE INSTALLATION OF A COMMUNICATION TOWER
FACILITY ON A CITY PARCEL**

WHEREAS, the City of Woodland is committed to the availability of access to telecommunication facilities; and

WHEREAS, the City of Woodland is the owner of several suitable, identified parcels for such facilities, including a parcel that is approximately 65'x45' in area, including an easement for access, located at 855 County Road 102, Woodland, Ca 95776, Yolo County Assessor's Parcel Numbers 027-390-037-000 ("Subject Property"); and

WHEREAS, GST Capital Partners, LLC, a Delaware limited liability company ("Developer") and the City entered into an Exclusive Negotiating Agreement regarding the use of a portion of the Subject Property for a communication tower facility on February 6, 2018; and

WHEREAS, Developer and City successfully conducted negotiations regarding licensing a portion of the Subject Property under the Exclusive Negotiating Agreement; and

WHEREAS, the City now wishes to enter into a Communications Site License Agreement with Developer for the installation of a 150 foot communications facility tower per terms outlined in the License Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to enter into and if necessary make minor modifications, after consultation with the City Attorney, to the Communications Site License Agreement between the City and Developer, a copy of which is attached as Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Woodland, CA this _____ day of February, 2019 by the following vote:

AYES:

NOES:

ATTEST:

ABSTAIN:

Xochitl Rodriguez
Mayor

ATTEST:

Ana Gonzalez
City Clerk



LEASE EXHIBIT DRAWINGS

PREPARED FOR:



GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:



DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

SITE NAME:
WOODLAND ONE

SITE ID:
CA-2017001

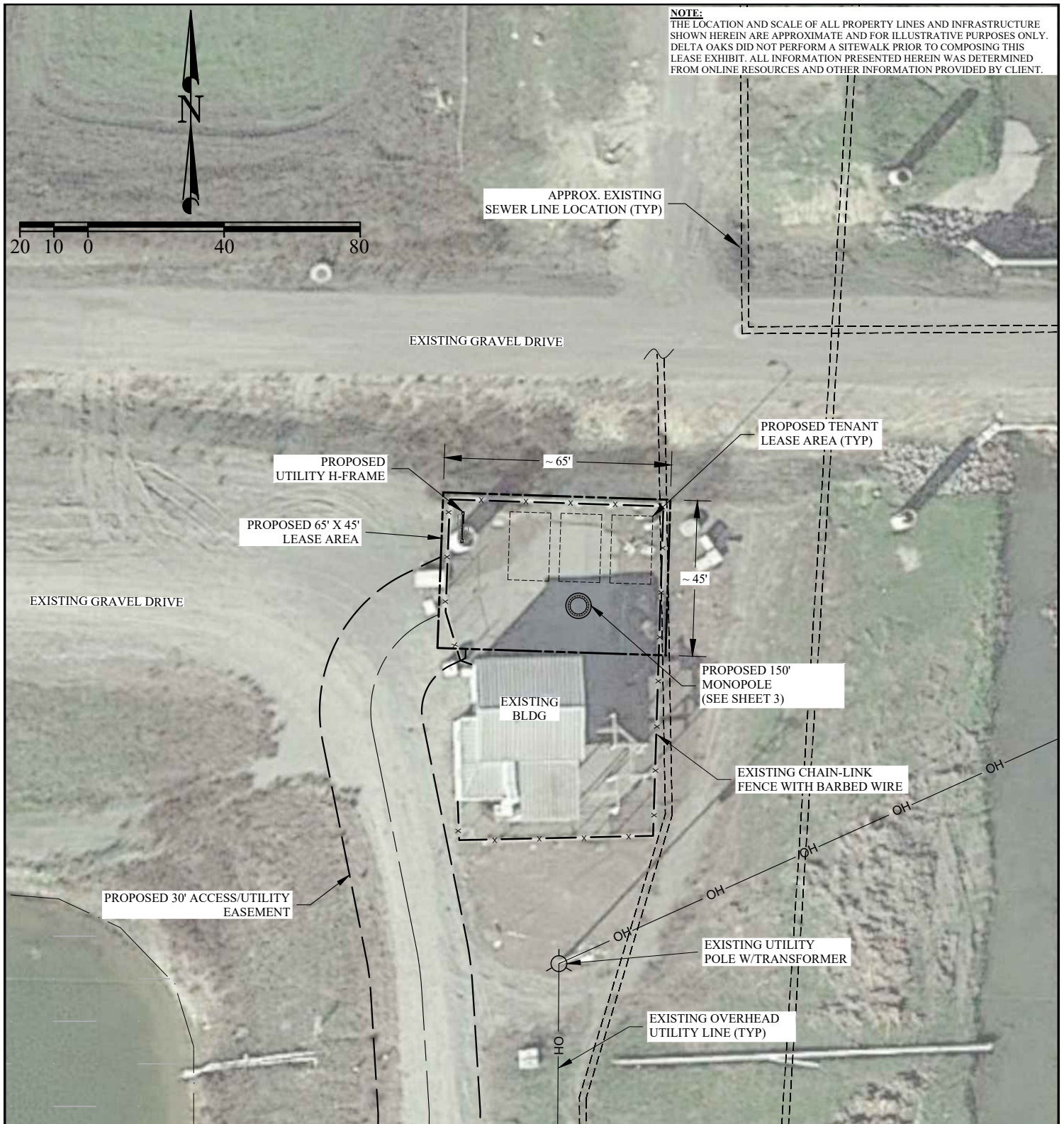
SITE ADDRESS:
COUNTY ROAD 24
WOODLAND, CA 95776

SHEET NAME
OVERALL SITE PLAN

SUBMITTALS

REV	DATE	DESCRIPTION
0	11/16/18	PRELIMINARY

SHEET NUMBER
1 OF 3



LEASE EXHIBIT DRAWINGS

PREPARED FOR:



GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:



DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

SITE NAME:
WOODLAND ONE

SITE ID:
CA-2017001

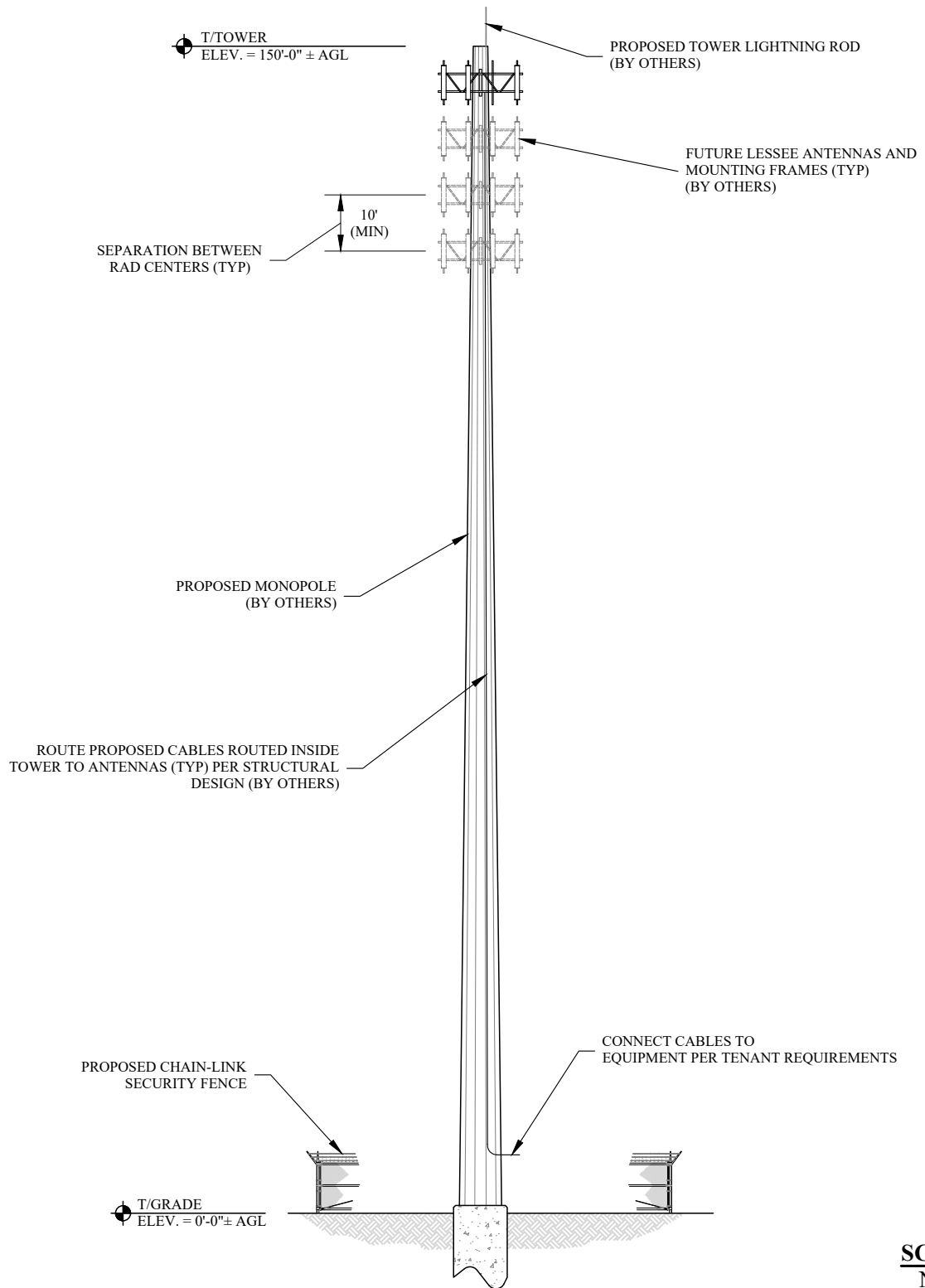
SITE ADDRESS:
COUNTY ROAD 24
WOODLAND, CA 95776

SHEET NAME
COMPOUND SITE PLAN

SUBMITTALS

REV	DATE	DESCRIPTION
0	11/16/18	PRELIMINARY

SHEET NUMBER
2 OF 3



SCALE
NTS

LEASE EXHIBIT DRAWINGS

PREPARED FOR:



GST CAPITAL PARTNERS, LLC
330 MARSHALL STREET, STE 300
SHREVEPORT, LA 71101
PHONE: (318) 614-3369

PREPARED BY:



DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8247

SITE NAME:
WOODLAND ONE

SITE ID:
CA-2017001

SITE ADDRESS:
COUNTY ROAD 24
WOODLAND, CA 95776

SHEET NAME
TOWER PROFILE

SUBMITTALS

REV	DATE	DESCRIPTION
0	11/16/18	PRELIMINARY

SHEET NUMBER
3 OF 3

	Potential Carrier Revenue Monthly To City	Potential Carriers On Tower	Potential Revenue Range	
			Monthly Range	Annual Range
High	\$ 1,200	5	\$ 6,000	\$ 72,000
Low	\$ 900	5	\$ 4,500	\$ 54,000
High	\$ 1,200	4	\$ 4,800	\$ 57,600
Low	\$ 900	4	\$ 3,600	\$ 43,200
High	\$ 1,200	3	\$ 3,600	\$ 43,200
Low	\$ 900	3	\$ 2,700	\$ 32,400



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: I.12.
SUBJECT: Agreement with Central Square for Software Upgrade and Services
Related to the NIBRS Certification for the Police Department and the One-
Time Appropriation of \$142,908 for the Software Upgrade Costs

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the agreement with Central Square and appropriating \$142,908 to the Police Department's budget in Fund 330 for the software upgrade cost.

Staff Contact

Lt. Anthony Cucchi, (530) 661-7816

Fiscal Impact

In May 2018 the City Council authorized the City Manager and the Police Department to submit an application for the FY2018 NCS-X Implementation Assistance Program: Support for Local Law Enforcement Agencies, Part 1 for the amount of \$147,908 and to accept the funds if awarded. In September 2018 the U.S. Department of Justice awarded the Department the full amount of \$147,908. The final negotiated cost of \$142,908 is actually \$5,000 less than the grant award. The recurring annual software maintenance cost (\$3,888) is already included in the Department's budget.

Background

The National Incident-Based Reporting System (NIBRS), is a comprehensive crime data collection system which captures specific details about crimes and offenders through incident-based reporting. NIBRS expands UCR crime data from summary counts of eight crime categories to specific incident-level data for 49 different crimes. The details captured in NIBRS include the date, time, location, and circumstances of the incident as well as characteristics of the victim and offender such as age, sex, race, and ethnicity. In total, there are 58 data elements that are potentially reported for a NIBRS incident.

NIBRS was implemented to improve the overall quality of crime data collected by law enforcement. The transition will improve the accuracy and timeliness of our crime statistics, help identify crime patterns and trends, and aid in crime prevention.

In December 2017, the Woodland Police Department was selected by the U.S. Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Statistics (BJS) as one of 400 agencies nationwide to lead the national transition to NIBRS. This selection made the department eligible to receive technical assistance and funding to support our transition to NIBRS. The Department successfully competed for the grant for total funding.

The Department currently utilizes the Central Square Records Management Software (RMS) and the Hoplon Field Reporting System. The same RMS is also currently utilized by West Sacramento Police Department, Winters Police Department and the Yolo Emergency Communications Agency. The Yolo County Sheriff's

Office is currently in transition to Central to the same RMS also. Having this many of the law enforcement agencies using the same RMS allows for significant efficiencies in our reporting process and data-sharing.

Discussion

NIBRS implementation means changing how the Police Department does our crime reports in order to capture more detail. The grant application required the following elements, all of which involve Central Square:

1. Project Design and Implementation
2. Project Communication Plan including project timeline
3. Capabilities and Competencies of Project Staff
4. Plan for Collecting and Reporting Performance Measures

The Department has determined that upgrading the current Central Square RMS with the addition of the field-based reporting module is the most cost-effective option for this project. The upgrade of the current RMS can only be done by Central Square given that it is their product and therefore proprietary. Switching from Hoplon FBR to Central Square FBR will allow for overall better integration of data, streamline all reporting systems and add to the process efficiencies with our partner agencies mentioned above. The Department is the first in the local area to pursue NIBRS certification; this is an incredible opportunity for the Department to receive recertification ahead of schedule and serve as a resource to assist our partner agencies in the process.

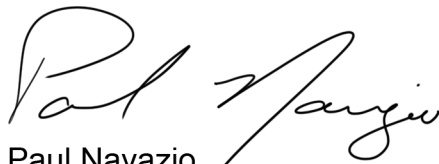
Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the agreement with Central Square and appropriating \$142,908 to the Police Department's budget in Fund 330 for the software upgrade cost.

Prepared by: Elle Murphy, Senior Management Analyst

Reviewed by: Anthony Cucchi, Poice Lieutenant

Approved by: Luis Soler, Police Chief



Paul Navazio
City Manager

Attachments:

1. Resolution - NIBRS RMS Upgrade 2019-02-05 REVISED
2. NIBRS RMS Upgrade Central Square Quote and SOW 2019-02-05

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AUTHORIZING THE CITY MANAGER TO SIGN THE
AGREEMENT WITH CENTRAL SQUARE AND APPROPRIATING
\$142,908 TO THE POLICE DEPARTMENT'S BUDGET IN FUND 330
FOR THE SOFTWARE UPGRADE COST**

WHEREAS, the National Incident-Based Reporting System (NIBRS), is a comprehensive crime data collection system which captures specific details about crimes and offenders through incident-based reporting; and

WHEREAS, the Police Department currently utilizes Central Square Records Management System (RMS) and Hoplon Field-Based Reporting (FBR) software; and

WHEREAS, the Police Department applied for funding through the FY2018 NCS-X Implementation Assistance Program: Support for Local Law Enforcement Agencies, Part 1; and

WHEREAS, the Police Department submitted the quote for software upgrade cost and services provided by Central Square in the amount of \$147,908 and was successfully awarded the grant in the full amount of \$147,908 for the Central Square RMS and FBR; and

WHEREAS, the upgrade of the Central Square RMS and implementation of the Central Square FBR will allow for overall better integration of data, streamline all reporting systems and add to the process efficiencies with our partner agencies; and

WHEREAS, the final negotiated cost of the software upgrade is \$5000 less than the grant award.

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

SECTION 1. That the City Council hereby authorizes the City Manager to sign the agreement with Central Square and appropriate \$142,908 to the Police Department's budget in Fund 330 for the software upgrade cost.

PASSED AND ADOPTED by the City Council this 5th day of February, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

Proposal/Sales Quotation

Quotation QUO-7145-0BFIW0

Quotation Date: 11/29/2018

General & Client Information

Agency Name:	Woodland Police Department CA	Bill To: 1000 Lincoln Ave Woodland, CA, USA, 95696
System Description:	Woodland Police Department RMS Web UI upgrade and NIBRS Conversion	
Client Contact:	Portesure Ratling	
Contact Phone:	(530) 661-7808	Ship To: 1000 Lincoln Ave Woodland, CA, USA, 95696
Contact Email:	portesure.ratling@cityofwoodland.org	
Expiration Date:	3/31/2019	
Presented By:	Mistiza Colebank	

Project Products & Services

TriTech Software License Fee(s)

Inform RMS Software License Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Inform RMS Concurrent User License	\$1,350.00	16	\$21,600.00	\$0.00	\$21,600.00
Inform RMS Test or Training System	\$0.00	1	\$0.00	\$0.00	\$0.00
<i>Inform RMS Software License Fee(s) Subtotal:</i>					<i>\$21,600.00</i>

TriTech Software License Fee(s) Total: **\$21,600.00**

TriTech Implementation Service Fee(s)

Inform RMS Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Inform RMS 3-Day Workshop and Consultation	\$4,200.00	3	\$12,600.00	\$0.00	\$12,600.00
Inform RMS Business Analysis and Consultation Services (2 - Two Hour Remote Sessions)	\$750.00	2	\$1,500.00	\$0.00	\$1,500.00
Inform RMS Output Designer Workshop 3 Day	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Inform RMS Server Installation and Configuration	\$7,700.00	1	\$7,700.00	\$0.00	\$7,700.00
Inform RMS Server Installation and Configuration	\$7,700.00	1	\$7,700.00	\$0.00	\$7,700.00
Inform RMS User Training - Field Officers (3 Days)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Inform RMS User Training - Records (3 days)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Professional Service - VisionRMS Data Transfer (Remote Service)	\$1,800.00	1	\$1,800.00	\$0.00	\$1,800.00
<i>Inform RMS Implementation Service Fee(s) Subtotal:</i>					<i>\$43,900.00</i>

TriTech Implementation Service Fee(s) Total: **\$43,900.00**

Custom Solution(s)

Product Name	Unit Price	Qty	List Price	Discount	Total Price
NIBRS Software License	\$20,000.00	1	\$20,000.00	\$0.00	\$20,000.00

Custom Solution(s) Total: **\$20,000.00**

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$15,358.00	1	\$15,358.00
Fixed Fee Travel Expenses	\$22,850.00	1	\$22,850.00
BA Services for NIBRS Migration	\$11,200.00	1	\$11,200.00
Onsite Go Live Support (2 days, one person, single shift)	\$2,800.00	1	\$2,800.00
Professional Service - SQL Installation (Remote Service)	\$1,000.00	1	\$1,000.00
Report Writing Training (3 days)	\$4,200.00	1	\$4,200.00

Project Related Fee(s) Total: **\$57,408.00**

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
Inform RMS Concurrent User License	8 x 5	\$3,888.00
Inform RMS Test or Training System Maintenance		\$1,620.00
Year 1 - NIBRS Software License Maintenance (8x5)		\$3,600.00

Annual Maintenance Fee(s) (Year 1): \$3,732.48

Continuous Upgrade Fee(s) (Year 1): \$155.52

Annual Maintenance Fee(s) (Year 1) Total: **\$3,888.00**

Project Total: \$146,796.00

Estimated Sales Tax: Taxable sales: \$0.00 Subtotal: \$146,796.00
(State: at %)

Sales Tax Amount: \$0.00

Quote Total: \$146,796.00

Summary Information & Project Notes

1. Workshop #1 - Configuration and Admin Workshop (3 days onsite)
2. Workshop #2 - Validation and Readiness Workshop (3 days onsite)
3. Workshop #3 - Configuration and Admin workshop for Other Event (3 days onsite) – Build Your Own Module (such as create your own capture forms for Use of Force, K9, Sex Offender Registration, etc) and Case Management, Off-Line Incident Entry.
4. User Training - Field Officers (3 day) - Train the Trainer session for up to 10 users.
5. Records, Investigators (3 day): Records or Investigators up to 12 per session (3 x 1 day session)
6. Report Writing Training - (3 days) - SSRS Report Writing Training
7. Output Designer Workshop - 3 Day workshop and training on the RMS output designer which trains agencies how to use SSRS to design the output of reports for view and printing.

The training suggested is based on the modules available in Web RMS at the time the quote is delivered. As other modules become available in the Web environment, additional training may be required.

- Server Installation x 2 - One to set-up Web DB and IIS in Production and one to set-up the full training environment (Classic DB, Web DB, IIS)
- BA Hours - 2 x 2 Hour Remote Sessions for template follow-up
- Concurrent user license. Inform RMS is a client/server application that enables law enforcement agencies to manage vital records. Data entered into RMS is available to other applications in the Public Safety Suite. With RMS, an agency's incidents and arrests can be reported directly to the FBI or state's crime information center. See the Inform RMS users guides for a complete functional description.

100% discount applied on Year 1 annual maintenance only. Agency is responsible for Year 2 annual maintenance and subsequent years.

Year 1 annual maintenance NIBRS Software License: \$3600 / Year 2 NIBRS Software License estimate - \$3780

Year 1 annual maintenance Test or Training Server: \$1620 / Year 2 Test or Training Server Maintenance - \$1701

Terms and Conditions

Payment terms are as follows

50% Software and Services due at order
50% Software and Services due at Go Live
100% Support and Maintenance due at Go Live

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the standard terms set forth in TriTech's System Purchase Agreement, which shall supersede any prior System Purchase Agreement. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

All travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, as they are not included in this quotation.

Travel costs are included based on the scope of work quoted. Any changes in the scope or amount of on-site services will result in additional travel costs being incurred and a change order processed to add these costs.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future. Except as expressly identified in this Quotation as a line item to be provided by TriTech, all required computer hardware, third party system/database software, peripherals, network components and third party items shall be provided by the Client. All such Client provided third party items must meet TriTech's recommended specifications.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

Quotation Issued by: Mistiza Colebank Email: mistiza.colebank@tritech.com Phone: (858) 799-7811	<u>Send Purchase Orders To:</u> TriTech Software Systems 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: salesadmin@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> TriTech Software Systems PO Box # 203223 Dallas, TX 75320-3223

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# _____ on invoice.

☐ No Purchase Order required to invoice.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date

Elle Murphy

Subject: FW: NIBRS Upgrade/FBR quote

From: Mistiza Colebank <mistiza.colebank@centralsquare.com>

Sent: Wednesday, January 16, 2019 9:55 AM

To: Elle Murphy <Elle.Murphy@cityofwoodland.org>

Subject: RE: NIBRS Upgrade/FBR quote

Elle,

This is a written consent that Woodland PD can submit the SOW to City Council and these documents can be made public.

Have a wonderful day!

 CENTRAL SQUARE TECHNOLOGIES	Mistiza Colebank Associate Account Manager mistiza.colebank@centralsquare.com o:858.799.7811 • m.858.699.8019
 CENTRAL SQUARE 2019 MARCH 17 - 20 SAN ANTONIO, TX LEARN MORE	

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STATEMENT OF WORK

Woodland Police Department, CA

Inform RMS UCR to NIBRS System Configuration

Version 1



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Document Control

Date	Version	Details/Changes	Author
1/7/19	1	Initial Version	J. Mulford

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1 OVERVIEW

1.1 Statement of Work

This project description includes the Services and Deliverables specified by the Agreement, including if applicable, TriTech Software and Services, Subcontractor activities, Third Party products and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”), with Woodland Police Department, CA, hereinafter referred to as “Client”.

The number and type of software licenses, products, or services provided by TriTech are specifically listed in the Agreement and any reference within this document does not imply or convey software licenses or services that are not explicitly listed in the Agreement.

1.2 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

- 1) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project meetings and working sessions during the course of the Project. Examples of such implementation sessions are planning sessions, Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.
- 2) The provision of Code Files as requested by TriTech staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by TriTech staff in accordance with TriTech Documentation.
- 3) The timely review and approval of Project documentation as further defined in this SOW.
- 4) Provide a facility with the required computer and audio-visual equipment for training.
- 5) Client project team must attend and/or be certified by any State provided IBRS training prior to TriTech provided training or workshops.
- 6) Client must designate a person to be the principal point of contact for all technical questions and administrative arrangement related to this project. This person should be trained by the State in NIBRS, and have a strong understanding of NIBRS/UCR.
- 7) TriTech pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, TriTech reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow TriTech to recoup any additional costs which may be incurred by TriTech as a result of Client delays.

-
- 8) The Client is responsible for providing remote connectivity to TriTech for the purpose of installation, configuration, testing, and troubleshooting of TriTech's applications at the Client site. TriTech's approved remote connectivity methods are described in the System Planning Document.
 - 9) Prior to the start of the UCR to NIBRS transition, Client will upgrade their Inform RMS to the latest available version. Client will coordinate this effort with TriTech Customer Support directly.
 - 10) The start date for NIBRS use in PROD will be scheduled for the first day of the month (ex. NIBRS start date is July 1, 2019)

1.3 Project Exclusions

- 1) TriTech Software Systems provides software applications that it develops. These applications are sold as and are considered to be "Commercial off the Shelf" (COTS) software packages. The functionality of these products will be based on TriTech's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.
- 2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- 3) Any modification to TriTech standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- 4) Changes in scope will only be executed through a mutually agreed upon Change Management Process.
- 5) TriTech is not responsible for the deficiencies in the Client's internal or contracted network to support remote Inform RMS or other subsystem workstations.
- 6) TriTech is not responsible for the deficiencies in a Client's internal or contracted network to support some of the extended features of Inform Mobile products due to bandwidth or limitations in wireless coverage.
- 7) TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the re-hosting of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Agreement.
- 8) TriTech is not providing training or assistance in the Client's understanding of state or federal IBRS requirements or laws. TriTech services are reserved exclusively to the configuration and use of the Inform RMS to collect and output state or federal required data.
- 9) No conversion of historical incident data from UCR to NIBRS is included. As a result, there may be historical records that will contain missing NIBRS mandatory fields.
- 10) TriTech is not responsible for the creation or modification of any Crystal Reports or other third party reporting application.
- 11) TriTech is not responsible for any electronic or automated submittal of NIBRS data to the State. All submissions are assumed to consist of a NIBRS flat file being submitted on a monthly basis by the Client unless otherwise noted in the Agreement.

-
- 12) No automated copying of code file tables between environments is included. All code file table updates must be completed by Client in all applicable environments separately.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

The Statement of Work for this project incorporates the following services and major deliverables:

- Update the Client's existing deployed environments (TRN/PROD) and modify system configuration from UCR to National IBRS statistical reporting. TriTech system only supports the monthly manual submittal of a NIBRS flat file.
- Provide NIBRS process training as it applies to the TriTech application.
- Provide a remote workshop and consultation session for creating the State Submission file.
- Provide remote Business Analyst Services (not to exceed 60 hours) to include –
 - Support for updating of the PROD environment templates, configuration and testing
 - Support for first NIBRS submission to the State
 - Support through the testing of the NIBRS scenarios
- Project Management services per the Agreement in accordance with the approved plan outlined in Section 6, and schedule for the project.
- All installation and configuration activities, as well as upgrades for this project will be performed remotely.

The project is organized in several tasks, based on an agreement between the parties. The details of these tasks are described in later sections of this SOW.

The Agreement specifies the project installation and project management services included in this Project by subtask and in the quantities agreed upon. This includes the performance of their respective tasks as per TriTech standard processes; using TriTech approved tools and methodologies.

The only reference for the number and type of project installation and project management services is in the Agreement. Any reference within this document to services associated with a specific task does not imply or convey a service or requirement not listed in the Agreement.

Please note that all project services will be performed during normal business hours, defined as 8:00-5:00 PM Pacific Time. If the Client desires to perform the services outside of these hours, additional fees will apply.

2.1.1.1 Standard TriTech Software Deliverables

The functionality provided by Standard TriTech Software Products is defined by TriTech Standard documentation such as User and Administration Guides for TriTech's major Subsystems such as Inform RMS and other Standard Software products at the agreed upon revision level of each product per the Agreement. These documents are standard, published TriTech documents, and are not specific to a Client.

Any Modification to the functionality of Standard TriTech Software within the System, or Subsystems, shall follow the Change Management Process as described in 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications to TriTech's Standard Interfaces will follow Subsystem release cycles (i.e., Inform RMS, and the like).

3 TRITECH PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

TriTech will appoint a team of specialized personnel that will implement the Project under the direction of TriTech's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases, are involved in the Project for a limited timeframe. Any personnel changes by TriTech will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TriTech Project Manager in order to complete the requirements of the Project.

3.2 TriTech Project Manager

TriTech has appointed a TriTech Project Manager as the principal TriTech contact who will be responsible for managing TriTech's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Agreement.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TriTech's Project Manager is responsible for Project scheduling and management of TriTech Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The TriTech Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager will not be managing other sales related activities, unless they are added to the scope of this Project.

3.3 Inform RMS Business Analyst

Inform RMS Business Analyst(s) participate in various activities throughout the implementation. They provide training services and consulting support throughout the Project implementation life cycle.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in Project status calls, as needed.

3.4 Technical Upgrade Analyst

TriTech's Technical Upgrade Analyst (TUA) provides the TriTech software to be applied during the upgrade process works with the Client to ensure the environment has been prepared for the upgrade by reviewing required software revision levels and verifies the software is available in the expected directories for use. The TUA then performs the upgrade and a post-upgrade verification.

4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client's operational needs requires collaboration with the Client's team. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. For this project, active participation of City of Austin IT staff and subject matter experts will be a key factor in the success of the Project.

4.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project plans, applicable configuration sheets such as Installation Service Worksheets, approval of the Project documentation and management of the Client's staff. Additionally, the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between TriTech and third party vendors that are not TriTech Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with TriTech Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with TriTech Documentation); and 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client's administrative LAN/WAN¹, coordination will be important to avoid problems with the Client's network traffic.

4.4 Inform RMS Administrator

The Inform RMS Administrator will have the responsibilities for the implementation, configuration, and maintenance of TriTech's Inform RMS and Inform FBR. This person or persons will be engaged in the implementation of the TriTech's Inform RMS, and will participate in making decisions as it relates to implementing the TriTech's Inform RMS and Field Based Reporting.

¹ TriTech recommends a dedicated LAN for CAD as documented in the System Planning Document.

This person should have a comprehensive understanding of the internal structure and workflow of Inform RMS and Inform FBR users, departmental policies and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Inform RMS Administrator will be responsible for building and maintaining the RMS Code Files. Additional activities include TriTech software setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Client must designate a person to be the principal point of contact for all technical questions and administrative arrangement related to this project. This person should be trained by the State in NIBRS, and have a strong understanding of NIBRS/UCR.

4.5 Subject Matter Experts

Input from subject matter experts in all applicable areas (Inform CAD, Inform Mobile, Inform RMS, Inform FBR, Inform Jail, and each of the Interfaces and external Systems that integrate with TriTech Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

4.6 Application Trainers

A team of trainers is needed for training the Client staff on TriTech Software on an on-going basis. Trainers will be responsible for reading TriTech Software release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and

Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Client communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, TriTech utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, TriTech's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Live Task Completion Reports

As part of the Project controlling process, upon completion of significant milestones and or tasks, TriTech will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by TriTech's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from TriTech's accounting department which must be paid based on the terms and conditions of the Purchase Agreement.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.
4. Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 TriTech Responsibilities

- a)** TriTech will prepare and submit TCRs for Client's signature upon completion of the applicable task.

-
- b) The TCR will cite the appropriate SOW reference.
 - c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

5.1.2 Client Responsibilities

- a) Client will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that Client disagrees with a TCR, Client shall submit to TriTech a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the TriTech Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, TriTech and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or TriTech, all Change Orders will be documented by the TriTech Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the TriTech's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and TriTech Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for TriTech to properly investigate and scope of the requested change. If additional fees are required by TriTech to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to TriTech's investigation of the requested change. In such situations, TriTech will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the

greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1 TriTech Responsibilities

- a)** Change Orders will be prepared for submission to the Client when required.
- b)** Where Project changes require Engineering-level modifications, TriTech will perform requirements capture necessary to prepare required documentation including a high-level description of the change for Client review and approval.
- c)** Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2 Client Responsibilities

- a)** When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.
- b)** When applicable, the Client will identify changes to features or functionality related to RMS, Interfaces or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c)** Client will approve and process Change Orders as in a timely manner.

6 IMPLEMENTATION TASKS

The installation and configuration upgrade activities for this Project have been organized in several “Tasks”. The following list of tasks to be completed is provided based upon to-date planning for the execution of the steps involved in this project. These steps may change based upon more current information at the time of their execution or as the result of the outcome of any previous step. Any changes in the tasks to be completed, or their order of execution must be mutually agreed upon by both TriTech and the Client, and documented via the Change Control Process.

6.1 Task 1 – System Configuration

Remotely, TriTech will update the existing deployed environments (TRN/PROD) to change the configurations from UCR to National IBRS statistical reporting. The scope does not include any conversion of historical incident data from UCR to NIBRS. As a result, there may be historical records with missing mandatory fields.

Prior to the start of the UCR to NIBRS transition, it is the responsibility of the Client to be on the latest versions of RMS. This project does not include any services for upgrading an existing environment to the latest version of RMS.

Modification will occur first in the Client’s TRN or TEST environment. Just prior to cutover, modifications will be made to the Client’s PROD environment.

6.1.1 Client Responsibilities

- a) Upgrade system prior to this task
- b) Sign the provided TCR

6.1.2 TriTech Responsibilities

- a) Verify the system has been upgraded to the latest release
- b) Update the system configuration to support National IBRS reporting
- c) Provide a TCR to Client, documenting completion of this task
- d) Load TriTech supplied NIBRS code tables

6.2 Task 2 – Remote RMS Web Template Review and Configuration Workshops

After completion of the System Configuration Task, the assigned TriTech Business Analyst will conduct two (2) remote four-hour workshops for RMS Web Template Review and Configuration changes necessary to support NIBRS. These workshops will occur with the Client's TEST or TRN environment.

Client must designate a person to be the principal point of contact for all technical questions and administrative arrangement related to this project. This person should be trained by the State in NIBRS, and have a strong understanding of NIBRS/UCR.

Upon completion of these workshops, Client will be responsible for creating or modifying Incident and Arrest templates to support NIBRS data elements, within the Client's organization, and to modify any identified code tables, including updating the violation code table with mapping for NIBRS processing in all Client's environments (TRN/TEST/PROD).

6.2.1 Client Responsibilities

- a) Provide timely completion of the Code Files, Templates, and Workflows throughout the project.
- b) Participate in the remote Configuration and Consultation work sessions.
- c) Review and approve applicable TCRs.
- d) Update the violation code table mapping for NIBRS processing in TRN and PRD.
- e) Update existing Incident and Arrest templates to support NIBRS data elements. (Note: This is only needed for existing Inform RMS Web customers)
- f) Complete the testing of all TriTech provided NIBRS scenarios and provide results back to TriTech.
- g) Client project team members are to attend Federal or State provided NIBRS training prior to TriTech application workshops.

6.2.2 TriTech Responsibilities

- a) Monitor and provide Remote sessions as purchased in the Purchase Agreement.
- b) Prepare and submit a TCR to confirm the completion of the Remote work sessions.

6.3 Task 3 – Onsite RMS Readiness Workshop

Once the template building is complete and code files built by the customer, a Readiness workshop is conducted. The Readiness workshop will be three (3) days and will be held at the Client's facilities on the Client's system hardware after it has been configured by TriTech.

The Readiness workshop will review the completeness of the templates, workflow, and codes in the Client's system, and conduct validation scenario testing.

6.3.1 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the Readiness workshop to include an overhead projector. Inform RMS workstations for each participant are required.
- b) Provide subject matter experts that can examine workflows and test the templates. These persons should have the ability to make decisions regarding any changes in workflows and processes that may arise, and have a good understanding of NIBRS/UCR.
- c) Provide participants that are versed with the ability to adjust the configurations, or system if the need arises.
- d) Ensure participation of key stakeholders and decision-makers in the Inform RMS Validation and Readiness workshop.
- e) Observe the change control process for any requested software changes.
- f) Review and approve the applicable TCRs.

6.3.2 TriTech Responsibilities

- a) Schedule the Readiness workshop in accordance with the Client's availability, Client's progress in updating the system, and the Project Schedule.
- b) Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.
- c) Conduct the workshop based on the distributed agenda.
- d) Review templates, workflow, and codes for completeness.
- e) Review system functionality.
- f) Prepare and submit a TCR upon completion of the Readiness workshop and upon delivery of the trip report to the Client.

6.4 Task 4 – Remote State Submission Workshop

Upon completion of the RMS Readiness Workshop, and upon notification from Client their readiness to proceed with a state submission, the assigned TriTech Business Analyst will conduct one (1) remote four-hour workshops for consultation on creating the State Submission file and resolving validation errors. This workshop must occur in the Client's TEST or TRN environment. RMS Web Template Review and Configuration changes necessary to support National IBRS. These workshops will occur with the Client's TEST or TRN environment.

6.4.1 Client Responsibilities

- a) Provide timely completion of the Code Files, Templates and Workflows throughout the project.
- b) Participate in the remote work session.
- c) Review and approve applicable TCRs.

6.4.2 TriTech Responsibilities

- a) Monitor and provide Remote sessions as purchased in the Purchase Agreement.
- b) Prepare and submit a TCR to confirm the completion of the Remote work sessions.

6.5 Task 5 – State Submission Cutover

Upon completion of testing, and Client provided end user training, Client will work with TriTech to schedule the move of changes to the PRD environment. Client is responsible for updating code files manually, there is no automated copying of code file changes between environments included. Client will then begin monthly NIBRS reporting. The transition to reporting NIBRS from the PROD system must be scheduled to start on the first day of the month (ex. NIBRS start date is 03/01/18).

Upon the first submission to the State this project will be deemed complete. Acceptance of the submission by the State will be sufficient for project completion. TriTech will not be responsible for State reported issues related to the content of the data, the knowledge of Client staff to NIBRS requirements, or misconfiguration of Client code files.

6.5.1 Client Responsibilities

- a) Complete all testing as required for submission of data via the system generated flat file to the State/FBI.
- b) As required, coordinate the participation of non-TriTech provided third parties and outside agencies.
- c) Work with TriTech after testing to schedule move to PRD and notify staff of system downtime during cutover.
- d) Provide training for the Client's end users with any updated template changes and validation processing.
- e) Submit NIBRS flat file to the State.
- f) Review and approve applicable TCRs.

6.5.2 TriTech Responsibilities

- c) Move changes and configuration settings to PROD environment
- d) Provide remote Business Analyst consultation services for first State submission.
- e) Prepare and submit a TCR to confirm the completion of the move to PROD.

7 PROJECT CLOSURE

When all project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to TriTech's Technical Services Group. Any remaining Project related administrative tasks are completed by TriTech and Client. Project documentation is archived and primary Client interaction is officially handed over from the TriTech Project Manager to the TriTech Account Executive.

7.1 System Transition

Following completion of the tasks involved in the project, the systems transition from the project team to the support team. This transition will change the Client's primary point of contact from the Project Manager to a designated Account Executive(s). Software support will be handled through the Client Services Department. The Client's issues will be entered, tracked and managed via Salesforce, a computerized and web-enabled issues tracking system.

7.1.1 TriTech Responsibilities

- a) Provide payment reconciliation, final TCRs and final invoices.
- b) Transition the TriTech point of contact from the Project Manager to the Regional Sales Manager and Support department.
- c) Provide continued support based on terms of Purchase Agreement.

7.1.2 Client Responsibilities

- a) Provide approval of Project TCRs within five (5) business days.
- b) Provide payment reconciliation and payment of final invoices.

STATEMENT OF WORK

Woodland Police Department, CA – Inform RMS Web UI Migration

Document Version - 1



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Document Control

Date	Version	Details/Changes	Author
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1 OVERVIEW

1.1 Statement of Work

In accordance with the terms and conditions of TriTech Software Systems (TriTech) System Purchase Agreement, (the “Agreement”), this Statement of Work (SOW) defines the services and Deliverables that TriTech Software Systems will be providing to Woodland Police Department, CA, hereinafter referred to as “Client”.

This project description includes the Services and Deliverables specified by the Agreement, including if applicable, TriTech Software and Services, Subcontractor activities, Third Party products and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”).

The number and type of software licenses, products, or services provided by TriTech are specifically listed in the Agreement and any reference within this document does not imply or convey software licenses or services that are not explicitly listed in the Agreement.

This purpose of this project is to upgrade the Client’s Inform RMS Client UI to Inform RMS Web UI. This includes the following:

- 1) Testing/Training Phase:
 - a. Upgrade the current installed version of Inform RMS Client UI in the Client’s Test/Training environment to the latest, most appropriate version to include a data refresh from the Client’s Production RMS Client UI server.
 - b. Install a new installation of Inform RMS Web UI to the latest, most appropriate version in the Client’s Pre-Production environment for configuration, training, and testing purposes.
 - c. Enable integration between the RMS Client UI Server in the Test/Training environment and the RMS Web UI Server Pre-Production environment.
 - d. Conduct Workshops, remote Business Analysis and Consultation Services, and RMS User Training sessions.
 - e. Upgrade the current installed version of Inform RMS Client UI in the Client’s Production environment to the latest, most appropriate version.
- 2) RMS Web Production Cutover Phase:
 - a. Disable integration in the Production environment between Inform FBR Production and Inform RMS Client UI.
 - b. Purge test/training data from the Inform RMS Web UI Server before deploying into production.
 - c. Change the integration with the Inform RMS Web UI Production Server (previously Pre-Production) from the Inform RMS Client UI Server Test/Training environment to the Inform RMS Client UI Server Production environment.
 - d. Provide onsite Go-Live Support Services for Inform RMS as specified in the Agreement.
- 3) Post RMS Web Production Cutover Phase:
 - a. Install a new installation of Inform RMS Web UI to the latest, most appropriate version in the Client’s Test/Training environment for future configuration, training, and testing purposes.
 - b. Enable integration between the RMS Client UI Server in the Test/Training environment and the Inform RMS Web UI Server in the Test/Training environment.

1.2 Assumptions

Only those TriTech licenses and services listed in this Statement of Work are included. Unless explicitly stated in this document, all TriTech activities will be conducted during normal TriTech business hours.

Be aware that any Third Party products and integrations in use by the Client may require upgrades or modifications and are outside the scope of this project.

No changes to the State Interface will be done during this implementation.

Training listed in the Agreement and in this SOW is based off the modules projected to be available in Web RMS by the time the Inform RMS Web version is made available at the time the quote is delivered. As other modules become available in the Web environment, additional training may be required.

Included TriTech Services:

- 1) Server installation and configuration (or refresh) services as in the previous section.
- 2) TriTech provided Workshops, remote Business Analysis and Consultation Services, and RMS User Training sessions as purchased in the Agreement and listed here:
 - a. Workshop #1 - Admin and Configuration (Users, Roles, Template) (3 days onsite)
 - b. Workshop #2 - Validation and Readiness – 3 days on site
 - c. Workshop #2 – Admin and Configuration for Other Events Module (3 days onsite)
 - d. User Training –
 - i. Field Officers (3 days – quantity of 1)
 - ii. Records (3 days – quantity of 1)
 - e. Report Writing Training (3 days quantity of 1)
 - f. Onsite Go Live Support (2 days, 1 person, single shift)
- 3) Purge test/training data from Inform RMS Web UI server before deploying into production.

General Client Responsibilities:

- 1) Provide and provision server environments to meet TriTech system requirements (to include the necessary supporting software licenses such as Microsoft SQL and Server)
 - a. Installation of Windows Server is the responsibility of the Client. TriTech will install Microsoft SQL.
- 2) Provisioning of any required Client network changes
- 3) Complete configuration of agency options and setting in Inform RMS (Client and Web UI)
- 4) Define and test all user roles, template designs, and workflows
- 5) Register all users in Inform RMS Web UI
- 6) Creation and test of desired template design and workflows in the Other Events Module
- 7) Creation and testing of any desired new Output Designer Forms
- 8) Configuration and testing of Case Management module
- 9) Any required user training beyond that identified in “Included TriTech Services”
- 10) Testing of any Third Party integrations or services

Exclusions:

- 1) No formal Microsoft project schedule provided by TriTech
- 2) No formal status reports provided by TriTech
- 3) No Functional Acceptance Testing conducted by TriTech
- 4) TriTech will provide on-site go live resource(s) as specified in the Agreement
- 5) TriTech will not provide assistance with upgrades to Inform RMS Client UI workstations
- 6) No modification to existing interfaces
- 7) No custom software modifications to standard TriTech products (other than what is included in the upgrade to the standard RMS application)
- 8) No creation of custom reports or form outputs by TriTech

2 TRITECH PROJECT ROLES AND RESPONSIBILITY

2.1 Overview

TriTech will appoint a team of specialized personnel that will implement the Project under the direction of TriTech's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by TriTech will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TriTech Project Manager in order to complete the requirements of the Project.

2.2 TriTech Project Manager

TriTech has appointed a TriTech Project Manager as the principal TriTech contact who will be responsible for managing TriTech's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TriTech's Project Manager is responsible for Project scheduling and management of TriTech Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The TriTech Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities.. The Project Manager will organize a bi-weekly Project status call with the Client and necessary Project team members.

2.3 Inform RMS Business Analyst

The Inform RMS Business Analyst(s) will conduct the Inform RMS Workshops, Consultation Services, End User Training sessions, and Go-Live Support as listed in the Included TriTech Services of Section 1.2, Assumptions.

2.4 Client Installation Services and Technical Upgrade Teams

TriTech's Client Installation Services (CIS) and Technical Upgrade teams are responsible for installation and integration of new TriTech Software onto the system hardware that is identified for this Project, as well as upgrading software versions of currently deployed TriTech environments. These team works closely with the Client's staff to coordinate system requirements, security accounts, network connections, and remote access to the System.

2.5 Account Manager

The Account Manager is an important resource to the Client throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing

questions. They provide support for general customer service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Manager participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with TriTech.

3 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

3.1 Overview

Successful project implementation requires reliable collaboration between the TriTech and Client teams. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

3.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), project plans, applicable configuration sheets, and management of the Client's staff. Additionally the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between TriTech and third party vendors that are not TriTech Subcontractors, as well as any deliverables from these vendors to the Project.

3.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

As identified in the Purchase Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components are the responsibility of the Client. The Client needs to plan for support and maintenance through the development of Client resources, other departments within the Client's organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with TriTech Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with TriTech Documentation); and 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client's administrative LAN/WAN¹, coordination will be important to avoid problems with the Client's network traffic. Personnel involved in System Administration should attend the applicable TriTech System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the Client's System Administration team should conduct a smaller version of the training for local staff.

¹ TriTech recommends a dedicated LAN for CAD as documented in the System Planning Document.

3.4 Inform RMS Administrator

The Inform RMS Administrator will have the responsibilities for the implementation, configuration, and maintenance of Inform RMS (Client and Web UI). This person or persons will be engaged in the implementation of Inform RMS Client UI and will participate in making decisions as it relates to implementing Inform RMS.

The Inform RMS Administrator should have a comprehensive understanding of the internal structure and workflow of Inform RMS Client and Web UI users, departmental policies and procedures, as well as how the records department interacts with dispatch and field operations personnel.

The Inform RMS Administrator will be responsible for building and maintaining the RMS Code Files. Additional activities include TriTech software setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

3.5 Inform RMS Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the Client's team will be perceived as usable by users of each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

3.6 Application Trainers

A team of trainers is needed for training the Client staff on TriTech Software on an on-going basis. Trainers will be responsible for reading TriTech Software release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

4 CHANGE MANAGEMENT PROCESS

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, TriTech and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or TriTech, all Change Orders will be documented by the TriTech Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the TriTech's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and TriTech Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

4.1.1 TriTech Responsibilities

- a) Change Orders will be prepared for submission to the Client when required.
- b) Where Project changes require Engineering-level modifications, TriTech will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.
- c) Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

4.1.2 Client Responsibilities

- a) When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.
- b) When applicable, the Client will identify changes to features or functionality related to CAD, Mobile, RMS, Interfaces, or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c) Client will approve and process Change Orders in a timely manner.

5 PROJECT TASKS

The following sections list the tasks that will be completed as part of this project. Tasks may not follow the order as outlined and may include overlapping tasks. Completion of tasks will be documented and acknowledged by the Client's signature on Task Completion Reports (TCR) within three (3) business days.

5.1 Task: Review System Requirements

TriTech and Client will review the TriTech system specifications to ensure that the correct hardware and third party software components are procured, installed, and configured.

- 1) TriTech will provide the following documentation to Client.
 - a. System requirements
 - b. Installation Service Requirements (ISR)
 - c. Supporting upgrade documentation
- 2) Client will review and complete ISR
- 3) TriTech and Client will review and revise the documentation and planning as necessary

5.2 Task: Create New Server Environments

New Server environments will be created for:

- 1) Inform RMS Client UI Test/Training environment (if Client does not already have this environment) (Test/Training Phase)
- 2) Inform RMS Web UI Pre-Production environment (Test/Training Phase)

The following steps will be performed:

- 1) Client will create server environments per TriTech requirements to include creating Virtual Machines (if Client uses a virtualized environment), installing Server OS and Service Packs, and configuring in the network.
- 2) Client will provide Web Security Certificates for all TriTech web-enabled applications that require a certificate.
- 3) TriTech will install and configure SQL on both server environments.
- 4) TriTech will install and configure Inform RMS Web UI on the designated server.
- 5) TriTech will install and configure Inform RMS Client UI on the designated (test/training) server and copy an image of the current Production Inform RMS Client UI database to this system.
- 6) Client will install Inform RMS Client UI workstation(s) for test/training.
- 7) TriTech will, if needed, upgrade the Inform RMS Client UI (test/training) server to the latest appropriate software version.

- 8) TriTech will enable integration between Inform RMS Client UI test/training server and Inform RMS Web UI Pre-Production server.
- 9) Client will, with TriTech's assistance, perform basic tests to ensure installation is complete.
- 10) TriTech will generate a TCR and Client will sign and return acknowledging completion of the above steps.

5.3 Task: Workshop #1 & 2 – Administration & Configuration

TriTech will provide a Business Analyst onsite for a three-day workshop to review the following topics:

- 1) Review the Inform RMS Web UI Product Overview
- 2) Provide an overview and training on User Registration and Roles
- 3) Provide training on Template Design and Workflow for Incident, Arrest, Citation, and Field Interview modules
- 4) Provide training on the Agency Configuration

Client will:

- 1) Schedule and ensure attendance of appropriate key resources to attend training
- 2) Provide adequate training facilities to include
 - a. Computers with Inform RMS Client UI and Web UI connected to training/test/Pre-Production environments
 - b. Projector (two preferred), whiteboards, and adequate seating

TriTech will generate a TCR and Client will sign and return acknowledging completion of the above steps.

5.4 Task: Post Workshop #1 & 3 Activities

After the completion of Workshop #1 & 3, the following activities will be completed:

- 1) Client will create user roles and assignment in Inform RMS Web UI
- 2) Client will register all users in Inform RMS Web UI
- 3) Client will complete all Template Design and Workflows for Incident, Arrest, Citation, Field Interview and Other Event modules
- 4) Client will complete review and update of Agency Configuration

TriTech will generate a TCR and Client will sign and return acknowledging completion of the above steps.

5.5 Task: Workshop #3 – Validation & Readiness Workshop

TriTech will provide a Business Analyst onsite for a three-day workshop to review ten case scenarios. These scenarios will be used to validate the system readiness for end user training. The objectives of this workshop include:

- 1) Exercise each use case scenario against the system to validate the system readiness, determining successful execution, or identifying areas that need to be addressed
- 2) If applicable, provide a list of issues identified in the validation process that need further review and provide them to the client

Client will:

- 1) Develop ten use case scenarios to be used for the purpose of testing system readiness
- 2) Provide the ten use case scenarios to TriTech three weeks in advance of the scheduled workshop for review and input
- 3) Schedule and ensure attendance of appropriate key resources to attend the workshop
- 4) Provide adequate facilities to include
 - a. Computers with Inform RMS Client and Web UI connected to training/Pre-Production environments
 - b. Projector (two preferred), whiteboards, and adequate seating

TriTech will generate a TCR and Client will sign and return acknowledging completion of the above steps.

5.6 Task: Post Workshop #2 Activities

After the completion of Workshop #2, the following activities will be completed:

- 1) TriTech will provide a trip report for the Client identifying any issues identified in the validation testing and action to resolve
- 2) If required, identify time to evaluate use case scenarios against system for additional testing (to be conducted remotely) with Client
- 3) Determine if any further issues exist or if all testing has been successfully completed

TriTech will generate a TCR and Client will sign and return acknowledging completion of the above steps.

5.7 Task: TriTech Conducted End User Training

TriTech will provide an RMS Business Analyst to provide user training as purchased in the Agreement for Client staff. The training will consist of the following:

- 1) Schedule the Inform RMS End User Training class(s) in accordance with the Client's availability and the Project Schedule
- 2) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting
- 3) Develop and provide the Inform RMS End User Training Plan for all licensed product options to the Client
- 4) Conduct the training sessions for the licensed product options on a mutually agreed to schedule

Client will:

- 1) Provide adequate facilities to include

- a. Computers with Inform RMS Client UI and RMS Web UI connected to training/test/Pre-Production environments
 - b. Projector (two preferred), whiteboards, and adequate seating
- 2) Provide a Local RMS Administrator for each class that can answer agency specific questions as related to the build for the Client's system

TriTech will generate a TCR and Client will sign and return acknowledging completion of the above steps.

5.8 Task: Client Conducted End User Training

The Client will be responsible for conducting any additional End Users training required beyond what is covered in the TriTech-led End User training session(s) purchased in the Agreement.

Client will:

- 1) Schedule and conduct training for any additional Inform RMS End Users requiring training.
- 2) Update TriTech on the scheduling, progress, and completion of any training in order to meet the scheduled go live date

5.9 Task: Final Readiness Checks

The following steps will occur in preparation of Inform RMS Web UI go live:

TriTech will:

- 1) Identify the participants for the Go Live in accordance with the terms of the Purchase Agreement
- 2) Provide Client with the Go Live authorization letter no later than 3 weeks prior to Go Live
- 3) Review Go Live readiness with Client

Client will:

- 1) Review and approve the Go Live authorization letter no later than 2 weeks prior to Go Live
- 2) Ensure all users have completed relevant end user training
- 3) Schedule resources to support the Inform RMS Web UI go live
- 4) Develop a process for the reporting and resolution of issues

TriTech will generate a TCR and Client will sign and return acknowledging completion of the above steps.

5.10 Task: Pre-Live Inform RMS Web Transition

TriTech will provide the following actions to transition to the Inform RMS Web UI application:

- 1) Upgrade the Production Inform RMS Client UI Server to the latest version compatible with Inform RMS Web UI Pre-Production.
- 2) Purge Inform RMS Web UI server of training data.
- 3) Reconfigure Inform RMS Web UI server to work with the Production RMS Client UI server.

- 4) Decommission Inform FBR Classic server to include turning off the integration with CAD and RMS.

Client will:

- 1) Ensure all legacy Inform FBR reports have been completed and submitted to the Inform RMS Classic UI Server before it is decommissioned.
- 2) Provide Client IT support to assist Client end user and TriTech staff.
- 3) Provide Client RMS Administrator for any support needs.
- 4) Upgrade the Inform RMS Client workstations upon completion of the server upgrade.
- 5) Provide dedicated workstations for TriTech support staff during Go Live support period.

TriTech will generate a TCR and Client will sign and return acknowledging completion of the above steps.

5.11 Task: Onsite Go Live Support

Once end-user training has been completed and Inform RMS is ready to be placed into production, TriTech will assist the Client in placing the system into operation with the Pre-Live tasks mentioned in [Section 5.12](#)

At Go Live, the TriTech and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through TriTech Technical Services.

The duration of the Go Live support for Inform RMS Web UI are as purchased and listed below. Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require TriTech support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

TriTech will provide the following onsite Inform RMS Web UI Go Live Coverage:

1 persons, 2 days, single shift during normal business hours

TriTech will:

- 1) Provide onsite support as noted above
- 2) Assist Client staff in using the system and assist the computer operations staff in supporting the system – TriTech will not enter the actual data in reports
- 3) Provide System monitoring following the actual System cut over as specified

Client will:

- 1) Provide Client IT support to assist all Client end users and TriTech staff
- 2) Provide Client RMS Administrator for any support needs
- 3) Place the software into production and begin operational use in consultation with TriTech and in accordance with the project schedule
- 4) Provide adequate persons for the supervision and assisting the end users beyond the participation of the TriTech staff.

5.12 Project Closure

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to TriTech's Technical Services Group. Any remaining Project related administrative tasks are completed by TriTech and Client. Project documentation is archived and primary Client interaction is officially handed over from the TriTech Project Manager to the TriTech Account Manager.

5.13 System Transition

Following Go Live, there is a transition period where the Client moves from TriTech's Implementation team to the Support team. This transition will change the Client's primary point of contact from the Project Manager back to the Account Manager. Software support will be handled through the TriTech's Technical Services Group. The Client's issues will be entered, tracked, and managed via a computerized, web-enabled issues tracking system. This tracking system will become available to the Client at system installation.

5.13.1.1 TriTech Responsibilities

- a)** Provide payment reconciliation, final TCRs and final invoices.
- b)** Transition the TriTech point of contact from the Project Manager to the Account Manager and Technical Support Department.
- c)** Provide continued support based on terms of Purchase Agreement.

5.13.1.2 Client Responsibilities

- a)** Provide approval of Project TCRs within three (3) business days.
- b)** Provide payment reconciliation and payment of final invoices.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: I.13.
SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended December 31, 2018

Recommendation for Action: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2018.

Staff Contact:

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

Fiscal Impact:

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:

Each quarter staff is required to provide the City Council with a report from the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:

As of December 31, 2018 the City treasury consisted of investments with a total book value of \$114,888,034. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending December 2018 was 2.29%, the average yield on the City of Woodland's investments as of December 31, 2018 was 1.94%. This results in an overall portfolio yield, combining all investments and LAIF of 2.05%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending December 2018 was 2.45%. The City fell short of its benchmark by 0.40% as short term interest rates continue to increase faster than previously forecasted. The increasing yield on the short term Treasury bill often occur as a result of actions by the Federal Reserve and the volatility across other investment types.

Historically, the periods of time when the short term yield of the Treasury bill exceeds the longer, 12-month average of other treasury investments have been infrequent and short-lived. Over the long term, the City's investment policy and strategy is still expected to outperform short term investments.

The City's investment strategy is to maintain 40% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of twenty-one months, and achieve an investment return of 2.48% based on the parameter of allowable investments. As of December 31, 2018 the City maintained 46.53% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of thirteen months, and achieved an investment return of 1.94%. The City missed its target yield by 0.54% due to faster than previously anticipated increases in the federal interest rate.

Over the next quarter the City will continue to implement and evaluate its investment strategy by investing investable liquidity in agency callable bonds, corporate securities, and certificates of deposit. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy. During this time the City forecasts that there will be \$1,750,000 in maturities on its investments.

The attached report provides a summary of the City's current investments, includes the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended December 31, 2018.

Prepared By: Adam Devlin, Senior Accountant

Reviewed By: Kimberly McKinney, Finance Officer



Paul Navazio
City Manager

Attachments:

1. Q2 FY 2019 2.05.2019

**CITY OF WOODLAND
INVESTMENT REPORT**

December-18

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	45,241,027	39.4%
Certificate of Deposit	4,000,000	3.5%
Agency	43,566,366	37.9%
Supranationals	2,000,000	1.7%
Corporate Securities	20,080,642	17.5%
TOTAL	114,888,034	100.0%

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
United Bankers	2/11/2019	1.55	N/a	250,000	250,000	N/a	909557GP9
BMW Bank	6/16/2020	1.85	N/a	250,000	250,000	N/a	05580AJK1
Comenity Capital Bank	6/19/2020	1.75	N/a	250,000	250,000	N/a	20033AUE4
Merrick Bank	6/19/2020	1.80	N/a	250,000	250,000	N/a	59013JTV5
Ally Bank	6/22/2020	1.90	N/a	250,000	250,000	N/a	02006L3N1
Wex Bank	8/3/2020	1.85	N/a	250,000	250,000	N/a	92937CFV5
Bridgewater Bank	6/16/2021	1.85	N/a	250,000	250,000	N/a	108622FR7
Business Bank	6/23/2021	1.80	N/a	250,000	250,000	N/a	12325EHU9
First Financial Bank	6/29/2021	1.85	N/a	250,000	250,000	N/a	32021MEY1
Summitt Community Bank	6/30/2021	1.85	N/a	250,000	250,000	N/a	86604XL27
DNB First Bank	6/16/2022	1.95	N/a	250,000	250,000	N/a	25590AAF7
Goldman Sachs Bank	6/21/2022	2.35	N/a	250,000	250,000	N/a	68148PKX4
Marine Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	56817TAA9
Marlin Business Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	57116APK8
Discover Bank	7/26/2022	2.30	N/a	250,000	250,000	N/a	2546726C7
Wells Fargo Bank	7/28/2022	2.30	N/a	250,000	250,000	N/a	949763JUL
Total CD Investments				4,000,000	4,000,000		
Federal National Mortgage Association	5/30/2019	1.25	2/28/2019	2,000,000	2,000,000	1,989,474	3136G3MH5
Federal Home Loan Bank	9/17/2019	2.50	N/a	2,000,000	2,000,000	1,997,944	3130AEXR6
Federal National Mortgage Association	10/27/2019	1.00	10/27/2019	2,000,000	1,981,300	1,973,716	3135G0R39
Federal National Mortgage Association	4/27/2020	1.70	4/27/2020	2,000,000	2,005,000	1,978,012	3136G4NJ8
Federal National Mortgage Association	4/28/2020	1.50	4/28/2020	2,000,000	2,000,000	1,972,910	3136G2GR2
Federal National Mortgage Association	8/28/2020	1.25	8/28/2020	1,000,000	1,000,000	978,458	3136G33E3
Federal National Mortgage Association	9/15/2020	1.38	9/15/2020	2,000,000	2,000,000	1,957,772	3136G3PK5
Federal Home Loan Mortgage Corp	10/29/2020	1.50	1/29/2019	2,000,000	1,998,500	1,988,822	3134G7S77
Federal Home Loan Bank	10/29/2020	1.75	1/29/2019	1,142,857	1,142,286	1,135,870	3130A6KG1
Federal Home Loan Mortgage Corp	3/29/2021	2.53	3/29/2019	2,000,000	2,000,000	1,998,616	3134GSGT6
Federal Home Loan Mortgage Corp	4/28/2021	1.50	4/28/2021	2,000,000	2,000,000	1,950,558	3134G9AD9
Federal National Mortgage Association	5/28/2021	1.50	2/28/2019	2,000,000	1,926,880	1,943,246	3136G33W3
Federal Home Loan Mortgage Corp	6/28/2021	2.50	3/28/2019	2,000,000	2,000,000	2,000,766	3134GSGA6
Federal Home Loan Bank	8/24/2021	1.75	2/24/2019	2,000,000	2,000,000	1,966,168	3130A93A7
Federal Home Loan Bank	9/7/2021	1.50	3/7/2019	2,000,000	2,000,000	1,965,240	3130A94G3
Federal Home Loan Bank	10/28/2021	1.25	10/28/2019	2,000,000	1,987,000	1,958,544	3130A9S85
Federal Home Loan Mortgage Corp	11/4/2021	1.50	2/4/2019	1,500,000	1,500,000	1,480,914	3134GAVP6
Federal Home Loan Mortgage Corp	12/29/2021	1.75	3/29/2019	2,000,000	2,000,000	1,991,426	3134GBTY8
Federal Home Loan Mortgage Corp	1/26/2022	2.13	1/26/2019	2,000,000	2,000,000	1,969,366	3134GAT79
Federal Home Loan Mortgage Corp	4/27/2022	2.63	4/27/2022	2,000,000	2,026,400	2,000,802	3134GBHM7
Federal Home Loan Mortgage Corp	6/29/2022	2.13	3/29/2019	2,000,000	2,000,000	1,959,892	3134GBWY4
Federal Home Loan Mortgage Corp	3/29/2023	2.50	3/29/2019	2,000,000	2,000,000	2,000,290	3134GSGC3
Federal Home Loan Bank	9/28/2023	3.15	9/28/2020	2,000,000	1,999,000	2,009,230	3130AEX54
Total Agency Investments				43,642,857	43,566,366	43,168,036	
Interation Bank for Reconstruction and Developme	3/15/2020	2.75	9/15/2019	2,000,000	2,000,000	2,004,436	45905UW75
Total Supranationals				2,000,000	2,000,000	2,004,436	

**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
Pepsi Co	1/7/2019	2.25	N/a	500,000	511,715	499,925	713448CK2
Oracle	1/15/2019	2.38	N/a	500,000	514,730	499,876	68389XAQ8
JP Morgan Chase & Co	1/28/2019	2.35	N/a	500,000	510,478	499,750	46625HJR2
Cisco	3/1/2019	2.13	N/a	500,000	507,360	499,300	17275RAR3
Apple Inc	5/6/2019	2.10	N/a	500,000	513,105	498,921	037833AQ3
PFIZER	5/15/2019	2.10	N/a	500,000	506,585	498,702	717081DL4
Walt Disney Company	5/30/2019	1.85	N/a	500,000	505,430	498,046	25468PDA1
Oracle	10/8/2019	2.25	N/a	500,000	512,440	497,641	68389XAX3
JP Morgan Chase & Co	10/22/2019	2.20	N/a	500,000	506,335	495,802	48127HAA7
US Bank Cincinnati	10/28/2019	2.13	N/a	500,000	502,535	496,466	90331HML4
General Electric Cap Corp	12/11/2019	2.10	N/a	500,000	511,285	491,215	36962G6P4
Costco	12/15/2019	1.70	N/a	500,000	499,510	494,706	22160KAF2
Cisco	1/15/2020	4.45	N/a	500,000	548,733	507,422	17275RAH5
Exxon	3/6/2020	1.91	N/a	500,000	508,480	495,283	30231GAG7
IBM	5/15/2020	1.63	N/a	500,000	490,433	489,870	459200HM6
Qualcomm Inc	5/20/2020	2.25	N/a	500,000	496,870	492,478	747525AD5
Cisco	6/15/2020	2.45	N/a	500,000	511,695	497,074	17275RAX0
Wal-Mart	7/8/2020	3.63	N/a	500,000	545,540	504,747	931142CUS
Wal-Mart	7/8/2020	3.63	N/a	500,000	540,835	504,747	931142CUS
Intel	7/29/2020	2.45	N/a	500,000	508,463	497,701	458140AQ3
Pfizer	8/12/2020	5.20	N/a	500,000	571,167	517,613	717081DR1
Ralph Lauren Corp	8/18/2020	2.63	N/a	500,000	502,865	494,317	751212AB7
Simon Property Group	9/1/2020	2.50	N/a	500,000	509,175	495,548	828807CU9
Automated Data Processing (ADP)	9/15/2020	2.25	N/a	500,000	507,140	496,941	053015AD5
Coca-Cola Co	10/27/2020	1.88	N/a	500,000	497,735	491,096	191216BT6
UPS	1/15/2021	3.13	N/a	1,000,000	1,042,770	1,007,165	911312AM8
Johnson & Johnson	5/15/2021	3.55	N/a	500,000	531,000	504,759	478160AZ7
Google	5/19/2021	3.63	N/a	1,000,000	1,069,370	1,018,907	02079KAA5
Caterpillar	8/9/2021	1.70	N/a	500,000	501,113	479,293	14912L6U0
Pepsico	10/6/2021	1.70	N/a	500,000	488,785	482,904	713448DL9
GE	10/17/2021	4.65	N/a	500,000	553,830	501,030	36962G5J9
JPMorgan Chase & Co	1/24/2022	4.50	N/a	500,000	535,990	514,345	46625HJD3
Apple (APPL)	2/9/2022	2.50	N/a	500,000	509,485	491,543	037833CM0
Costco	2/15/2022	2.25	N/a	500,000	499,745	487,857	22160KAH8
Chevron	3/3/2022	2.41	N/a	500,000	506,350	488,628	166764AT7
Pepsico	5/2/2022	2.25	N/a	500,000	504,250	486,175	713448DT2
IBM	9/8/2022	2.20	N/a	500,000	497,315	475,732	44932HAC7

Total Corporate Investments

19,500,000 20,080,642 19,393,517

Total of LAIF Funds & Investments Detail

114,888,034

Check Total (Should be zero)

CASH ACCOUNTS as of 12/31/18

Bank Accounts with U.S. Bank	\$6,490,637
Petty Cash	\$2,778
Cash with Fiscal Agent	\$5,494,725
Funds Held By Section 115 Pension Trust	\$4,762,718

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	\$273,675
Prior Quarters Interest Earned - LAIF	\$244,743
Total Interest Received	\$518,418
Interest Received from October 1, 2018 to December 31, 2018	\$686,147
Total Fiscal Year-to-Date Interest Received	\$1,204,565

CITY OF WOODLAND
INVESTMENT REPORT

Maturity Date

Interest

Call Date

PAR Amount

Principal Amount

Current Market Value Security ID

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

CITY OF WOODLAND
ACTIVITY REPORT

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF TREASURER				
10/01/18	Month Beginning Balance			47,971,235
10/12/18	Quarterly Interest	269,792		48,241,027
12/19/18	Withdraw from LAIF		3,000,000	45,241,027
12/31/18	Month End Balance			45,241,027
Bonds and Other Investments				
10/1/2018	BEGINNING BALANCE			70,157,477
10/10/2018	Matured Honda 02665WAC5		510,470	69,647,007
12/31/2018	Month End Balance			69,647,007
END OF MONTH TOTAL DEBITS				114,888,034
Check Total (Should be Zero)				-
Transactions w/LAIF		2		
Purchase of New Bonds		0		
Bonds Called		0		
Purchase of New CD		0		
CD Matured		0		
Bonds Sold		0		
Bonds Matured		0		
Purchase of Corp Securities		0		
Sale of Corp Securities		0		
Corp Securities Matures		1		

2009 Wastewater Revenue Bonds

Revenue fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Interest fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve fund	\$128.84	\$128.84	US Bank Mmkt 5 -Ct	\$0.03

2014 Wastewater Revenue Bonds

Revenue fund	\$23.15	\$23.15	US Bank Mmkt 5 -Ct	\$0.01
Interest fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Rebate Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00

CFD - Gibson Ranch

Revenue fund	\$2,033.43	\$2,033.43	Cash Mgmt-1st Am Treasury	\$2.80
Interest fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Reserve fund	\$226,717.30	\$226,717.30	Cash Mgmt-1st Am Treasury	\$312.46
Redemption fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Sinking Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00

Spring Lake 2013

Special Tax Fund	\$14,314.95	\$14,314.95	Cash Mgmt-1st Am Govt Oblig	\$19.47
Interest Fund	\$84.00	\$84.00	Cash Mgmt-1st Am Govt Oblig	\$0.11
Principal Fund	\$164.49	\$164.49	Cash Mgmt-1st Am Govt Oblig	\$0.22
Reserve fund	\$2,148,041.85	\$2,148,041.85	Cash Mgmt-1st Am Govt Oblig	\$2,921.92
Prepayment Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Rebate Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00

Spring Lake 2016

Special Tax Fund	\$12,871.66	\$12,871.66	Cash Mgmt-1st Am Govt Oblig	\$17.51
Interest Fund	\$78.86	\$78.86	Cash Mgmt-1st Am Govt Oblig	\$0.11
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,124,493.12	\$1,124,493.12	Cash Mgmt-1st Am Govt Oblig	\$1,529.61
Proceeds Fund	\$0.19	\$0.19	Cash Mgmt-1st Am Govt Oblig	\$0.00

Water Revenue Bonds 2011

Revenue Fund	\$1,362.02	\$1,362.02	US Bank Mmkt 5 -Ct	\$0.33
Interest Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$1,324,904.11	\$1,324,904.11	US Bank Mmkt 5 -Ct	\$326.61
Redemption Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00

ARRA 2011

Payment Fund	\$238,061.70	\$238,061.70	Cash Mgmt-1st Am Govt Oblig	\$162.72
Reserve fund	\$263,041.04	\$263,041.04	Cash Mgmt-1st Am Govt Oblig	\$341.75

CDBG

Savings Account	\$138,404.20	\$138,404.20	Bank of America - Quarterly Bank Statement	
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TOTAL \$5,494,724.91

Check Summary Total (Should be zero) \$0.00

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: I.14.
SUBJECT: Limited Term Junior Engineer

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the addition of a Limited Term Junior Engineer position to the authorized staffing of the Engineering Division of the Community Development Department, for a period of two-years.

Staff Contact:

Sheila McShane, Human Resources Manager, 530 661 5807, Sheila.mcshane@cityofwoodland.org

Fiscal Impact:

This recommendation to add a Junior Engineer limited-term position does not result in a direct budget impact; in fact, it is anticipated that such a position will result in modest budgetary savings as compared to current practice of contracting out work to consultants/private firms.

The Engineering Division's recent contract for work that could be performed by this position was for a not-to-exceed amount of \$190,000, based on an billable hourly rate of \$110/hour, likely increasing to \$120/hour for 2019.. By comparison, the fully-loaded rate for the proposed Junior Engineer limited-term position is roughly \$68/hour, resulting in an estimated savings of approximately \$100,000 per year, combined, to our water and sewer enterprise funds.

Background:

The Utilities Engineering Division of Community Development Department is reliant on temporary engineering staff in order to complete specific projects. It is anticipated that the identified projects will take approximately 2 years to complete and anticipates the need for resources over the current staffing level. Over the past 4-5 years, Engineering has utilized consultants to perform all the design and construction responsibilities under City direction of the larger projects. The need to complete the smaller projects for both water and sewer is critical, as they have received less attention than needed over the past several years. The smaller projects include both monitoring and planning for water and sewer maintenance projects and executing the design and construction of these projects.

Community Development Department, Human Resources, and Finance staff evaluated the how best to provide augmented staff resources and have determined that re-establishing a Limited Term Junior Engineer position (salary range \$5,361.19 - \$6,516.57) - for a two-year period - would provide for increased productivity and flexibility, while also resulting in cost savings relative to contracting out this work. By definition, a "limited-term" position implies that this is not a permanent staff position and the position will expire at the end of two years.

Discussion:

We have recently changed our approach to construction of the annual water and sewer replacement project. This type of project requires significant utilities engineering staff time due to the nature of the work. In the past, we have utilized a Contractor/Consultant however, we have found that this provides work duplication. Removing the construction management portion from the consultant and are doing that work in-house will eliminate this duplication of work. . Community Development Department (CDD) has also decided to utilize City Staff for inspection, which increases the work load for the Utilities Engineering Staff. This approach saves money without a large additional impact on City staff, approximately \$75,000 in CM costs per project.

There are several construction projects planned for the next two years requiring the temporary position in the CM role, including in 2019: West Street Transmission Main, East Main Pump Station Pipe Rehabilitation Project, WPCF South Pond Pump Station Rehabilitation, North Regional Pond & Pump Station Project.

Other projects that this position is involved in (not all inclusive):

Reduce CM cost for water main replacement projects

- 2018 Water Main Replacement Project (spring 2019)
- 2018 West Street Transmission Main Project Phase II (spring –summer 2019)
- 2019 Water Main Replacement Project 6th/Archer needs sewer planning (spring-fall 2019)
- North Regional Pond & Pump Station Project (summer 2019-fall 2020)
- 2020 Water Main Replacement Project (spring-fall 2020)

Catching up on planning work to sewer and water maintenance

- SSMP sewer main evaluation – ongoing (City is “below expectation” for projects completed).
- Spot repairs for sewer mains (2-3 projects/year) – ongoing (summer 2019 in Spring Lake, fall 2019 along Gibson Road)
- Sewer capacity reallocation (East St/Main St) (2019 – project pre-engineering)
- Sewer planning to address Pendega St/College shallow sewer (2019 – project pre-engineering)
- Design of Recycled Water Phase II for construction in 2020. (summer 2019)
- Evaluation of water and sewer pipelines to plan and conduct pre-engineering on projects to best prioritize use of limited CIP funds and maintain level of service (2019-2020)

Small projects that are too small for consultants, current project list includes:

- WPCF valve replacement (early 2019)
- EMPS – 54” diameter pipeline rehabilitation (now – summer 2019)
- SPPS construction services (spring-fall 2019)
- Beamer Trunk collapse (east of I-5) (ASAP 2019)
- Preliminary work for ASR #31(2019-2020) – likely 3 bid projects
- Grant evaluations for NRP&PS. (2019-2020) – habitat improvements/material export
- Beamer Trunk sliplining (TBD 2019)
- Repairs to address I/I at several locations in Spring Lake (2019)
- Standby wells evaluation to add pump to waste and orthophosphate injection capabilities (2019).

The workload is driven by water and sewer regulatory requirements for both water and sewer and the need to catch up on deferred work. Utilizing this type of employment arrangement provides several benefits to the City: avoids a full time-long term position, saves \$100,000/year to water and sewer enterprise funds, reduces CM costs by approximately \$75,000/project, and provides a reliable and consistent employee to assist Utilities

Engineering for the next two years. At the end of two years, the position will not be funded.

This position is part of the City of Woodland Mid Management Professional Association (MMPA) and they have approved the addition of the Limited Term Junior Engineer.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the addition of a Limited Term Junior Engineer position to the authorized staffing of the Engineering Division of the Community Development Department, for a period of two-years.

Prepared By: Sheila McShane, Human Resources Manager



Paul Navazio
City Manager

Attachments:

1. Resolution for Limited Term Junior Engineer

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE ADDITION OF A LIMITED-TERM JUNIOR ENGINEER
POSITION TO THE AUTHORIZED STAFFING OF THE CDD ENGINEERING
DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT**

WHEREAS, Staff reviewed the need for a Limited-Term Junior Engineer position in the Community Development Department – Utilities Engineer Division; and

WHEREAS, Staff worked with Finance to ensure that the funding for this Limited-Term Junior Engineer is available for two (2) years; and

WHEREAS, Staff worked with the Mid Management Professional Association (MMPA) to create the Limited-Term Junior Engineer for two (2) years; and

WHEREAS, The Association (MMPA) understands that this Limited-Term Junior Engineer position will sunset after two (2) years; and

WHEREAS, Staff worked with the Department and it is understood that the position will sunset at the end of two (2) years; and

WHEREAS, there is no adverse budget consequences for the Fiscal year 2018/2019 budget.

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

Section 1. The addition of a Limited-Term Junior Engineer position for two (2) years in the Community Development Department – Utilities Engineering Division.

PASSED AND ADOPTED by the City Council this 5th day of February, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: J.15.
SUBJECT: Adopt Ordinance to Amend, Recodify, and Readopt the Woodland Municipal Code

Recommendation for Action: Staff recommends that the City Council conduct a public hearing and adopt Ordinance No. 1641, Amending, Recodifying, and Readopting the Woodland Municipal Code (2019 Edition).

Staff Contact:

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

Background:

On January 15, 2019, the City Council waived the first reading of an ordinance amending, recodifying and readopting the Woodland Municipal Code.

As mentioned previously, the timing of this review also coincided with recently enacted legislation authorizing increases to the dollar thresholds for public works projects.

Section 17B-050 sets forth the numerical limits for when public projects may be awarded by informal bidding or when they require formal bidding. Staff took advantage of this ordinance process to also propose updates to these bidding requirements as well as to propose other minor, non-substantive changes to the purchasing system (Chapter 17B).

To review and assess these proposed changes, the following documents are attached to this staff report:

Attachment 1: Ordinance

Consistent with authorization provided in the ordinance, staff made very minor non-substantive and technical edits to correct grammar, punctuation, cross-references and headers.

Attachment 2: Code Structural Plan

A table of contents followed by a list of new titles and chapters with new numbering and which is an attachment to the proposed ordinance.

Attachment 3: Cross Reference Table

A sample page from a cross-reference table showing an ordinance's old number and its new number.

A table explaining the proposed changes is available upon request at the City Clerk's Office and was included in the January 15, 2019 council meeting agenda packet.

The process for recodification and publication for the proposed Code is set forth in Cal. Government Code Sections 50022.1 through 50022.10. Specifically, this Code is being adopted by reference with the amendments

presented.

After the first reading of the title of the adopting ordinance, the Council must schedule a public hearing with notice pursuant to Cal. Government Code Section 6066 stating the time and place of the hearing and also stating that copies of the primary and any secondary codes, if any, are on file with the city clerk and open to the public for inspection.

Conclusion:

Staff recommends that the City Council conduct a public hearing to adopt Ordinance No. 1641, Amending, Recodifying, and Readopting the Woodland Municipal Code (2019 Edition).

Prepared by: Ana B. Gonzalez, City Clerk

Reviewed by: Paul Navazio, City Manager



Paul Navazio
City Manager

Attachments:

1. Attachment 1 - Ord_1641 WOODLAND_ Comprehensive Municipal Code Update_FINAL
2. Attachment 2 - New Code Structural Plan-c1-c1
3. Attachment 3 - Sample Cross-Reference Table-c1-c1

ORDINANCE NO. 1641

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING AND RECODIFYING THE MUNICIPAL CODE OF THE CITY OF WOODLAND

WHEREAS, the City of Woodland engaged Quality Code Publishing (“QCP”) to conduct a technical review of Woodland’s Municipal Code, which included among other things recommending amendatory actions for provisions that are obsolete or conflicting, that lack clarity, or that are out of compliance with current law; and

WHEREAS, the City’s Municipal Code has expanded in volume and complexity since its adoption and, accordingly, the City requested QCP create a Code Structural Plan for the arrangement of code sections and ordinances into more logical categories and titles with an expandable numbering system that more easily accommodates new subject matter; and

WHEREAS, no amendments were recommended for Chapter 24A (Specific Plan), Chapter 25 (Zoning Code) and Chapter 26 (Spring Lake Specific Plan Building Unit Allocation Program) pending reconciliation of these chapters with the City’s uncoded interim zoning ordinance;

WHEREAS, Chapters 24A, 25, and 26 will be renumbered pursuant to the Code Structural Plan but no other amendments are made pursuant to this Ordinance; and

WHEREAS, this Ordinance contains the amendatory actions needed to update the City’s Municipal Code and approve a Code Structural Plan for the City’s Municipal Code both of which will be reflected in the City’s reprinted 2019 edition; and

WHEREAS, Government Code Sections 50022.1 through 50022.10 provide for the codification, compilation, recodification, and publication of the permanent and general ordinances of the City.

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

SECTION 1. **Recodification and adoption.** There is hereby codified and adopted the Woodland Municipal Code as revised, reformatted, indexed, codified, compiled, edited, updated, and republished by the Quality Code Corporation including new Titles 1 through 17 inclusive, together with those secondary codes adopted by reference as authorized by the California State Legislature, save and except those portions of the secondary code as are deleted, modified, or amended by the provisions of the Woodland Municipal Code. Three copies of the Code are on file in the office of the City Clerk and are open for public inspection. The Woodland Municipal Code and the secondary codes adopted by reference in the Woodland Municipal Code are adopted by reference under the provisions of Government Code §§ 50022.1 to 50022.10.

SECTION 2. **Effect of recodification, republication, and repeal.** The adoption of the Woodland Municipal Code and the repeal of the prior Code as specified in this Ordinance is not intended to affect or disrupt the continuity of the City’s business and administration of its law, including but not limited to the following:

1. Actions and proceedings that began before the effective date of this Ordinance;
2. Prosecution for ordinance violations committed before the effective date of this Ordinance;
3. The amount, or collection, of license, fee, penalty debt, forfeiture, or obligations due and unpaid as of the effective date of this Ordinance;
4. Bonds and cash deposits required to be posted, filed, or deposited pursuant to any ordinance, resolution, or regulation;
5. Matters of record that refer to or are connected with a provision of the prior Code as amended and which references shall be construed to apply to the corresponding provisions of the Woodland Municipal Code;
6. Woodland Municipal Code sections cited on signage within the City shall, until updated if and as required, be deemed to be citations to the counterpart sections in the new Woodland Municipal Code for purposes of notice and enforcement.

SECTION 3. **Continuation of existing law.** The recodification and adoption of the Woodland Municipal Code is intended by the City Council to be a continuation of existing provisions of the Woodland Municipal Code, and nothing is intended to modify or enact any new laws or new taxes. To the extent the provisions of the Woodland Municipal Code are substantially the same as existing law, the provisions of the Woodland Municipal Code shall be considered a continuation of existing law and not new enactments.

SECTION 4. **Repeal of existing ordinances.** Except as otherwise provided in this Ordinance or in the Woodland Municipal Code, all provisions of the prior Woodland Municipal Code are hereby repealed on the effective date of this Ordinance. This Section does not revive an ordinance that was repealed before the adoption of this Code.

SECTION 5. **Exclusions from code.** Every ordinance governing the following subject matter is excluded from the Municipal Code and is not affected by the repeal provisions of it:

1. Alteration of city boundaries;
2. Contracts to which the city is a party;
3. Elections to which the city is a party;
4. Fixing the rate and making a levy of city taxes;
5. Granting, altering or withdrawing a franchise;

6. Land use classifications of specific property;
7. Naming roads and streets.

SECTION 6. Maintenance and distribution of the code. Not less than one copy of the Municipal Code certified by the City Clerk shall be kept on file in the office of the Clerk for examination and by the public. Amendments to this Code shall be noted, by ordinance number, on the appropriate pages of the Code, and complete files of amendatory ordinances, indexed for ready reference, shall be maintained in the office of the clerk for use and examination by the public.

SECTION 7. Additional Findings. The City Council finds and determines that the amendments to, and recodification of, the Woodland Municipal Code proposed by this Ordinance are:

1. Consistent with all the applicable objectives, policies, general land uses, programs, and actions of applicable elements in the general plan;
2. Not detrimental to the public convenience, health, safety, or general welfare of the City; and
3. Internally consistent.

SECTION 8. Code Structural Plan. The City Council approves and adopts the Code Restructuring Plan including re-numbering system as shown on **ATTACHMENT A** hereto, which the publisher in consultation with the city attorney may adjust as needed for accuracy, completeness, and consistency.

SECTION 9. Editorial Guidance. Numerous amendments to the Municipal Code of Woodland are set forth in this Ordinance. In order to facilitate reading and understanding the changes, the following non-substantive editorial style is used: Words that are underlined are additions; words with a ~~line-through~~ are deleted; and words [in brackets] provide guidance to the publisher and will not be included in the Code. In most cases, when only a part of a section is amended, guidance is provided to the publisher not to change the remaining parts. In the event of any confusion due to this direction or lack of it, the publisher is directed to work with the city attorney and city clerk to resolve any ambiguity.

SECTION 10. Section 1-2-18 of Article II (Rules of Construction) of Chapter 1 (General Provisions) of the Woodland Municipal Code is amended to read, as follows:

Sec. 1-2-18. Or, and.

~~“Or” may be read “and,” and “and” may be read “or,” if the sense requires it. “Or, and.”~~ The word “or” may be read as “and,” and the word “and” may be read as “or,” if the context requires it.

SECTION 11. Section 1-3-7 (General penalty; continuing violations; aiding or abetting) of Article III (Rules of Construction) of Chapter 1 (General Provisions) of the Woodland Municipal Code is amended to read, as follows:

Sec. 1-3-7. General penalty; continuing violations; aiding or abetting.

(a) Whenever in this code or in any other ordinance of the city or in any rule or regulation promulgated pursuant thereto any act is prohibited or is made or declared to be unlawful, or the doing of any act is required or the failure to do any act is declared to be unlawful, any person violating such provisions or failing to comply with the requirements of this code shall be guilty of a misdemeanor, unless such violation is specifically designated in this code as constituting an infraction. Notwithstanding the foregoing, where the city attorney or other prosecutor determines that such action would be in the interests of justice, the city attorney or other prosecutor may prosecute and/or cite any such offense as an infraction. In the event a notice to appear is prepared as a misdemeanor, the city attorney or other prosecutor may nonetheless prosecute any such offense as an infraction. The fines and penalties for such offenses shall be as established by applicable law. Except where a different punishment is prescribed, every offense declared to be a misdemeanor is punishable by imprisonment in the county jail not exceeding six months, or by a fine not exceeding one thousand dollars (\$1,000) or by both. Such violations also may be redressed by civil action.

(b) A violation that is an infraction is punishable by: (i) A fine not exceeding one hundred dollars (\$100) for a first violation; (ii) a fine not exceeding two hundred dollars (\$200) for a second violation of the same ordinance within one year; (iii) a fine not exceeding five hundred dollars (\$500) for each additional violation of the same ordinance within one year. Notwithstanding any other provision of law, a violation of a building or safety code determined to be an infraction is punishable by: (i) a fine not exceeding one hundred dollars (\$100) for a first violation; (ii) a fine not exceeding five hundred dollars (\$500) for a second violation of the same ordinance within one year; (iii) a fine not exceeding one thousand dollars (\$1,000) for each additional violation of the same ordinance within one year of the first violation.

(c) In addition to the penalties hereinabove provided, the City may address any violations of this code through the issuance of administrative citations, as authorized by California Government Code Section 53069.4, and as set forth in Article VII of Chapter 14A (Nuisances) of this Code.

~~(b)~~(d) Every day a violation of this code or any other ordinance of the city or any such rule or regulation occurs shall constitute a separate offense.

~~(c)~~(e) In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this code shall be deemed a public nuisance and shall be deemed a new and separate offense for each day such condition continues.

~~(d)~~(f) Whenever in this code any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.

SECTION 12. Section 1-3-12 of Article III (Rules of Construction) of Chapter 1 (General Provisions) of the Woodland Municipal Code is repealed in its entirety.

SECTION 13. Sections 1-3-20 (References to state code or law) and 1-3-21 (Amending supplementing, and/or re-publishing code) are added to Article III (Rules of Construction) of Chapter 1 (General Provisions) of the Woodland Municipal Code to read, as follows:

Sec. 1-3-20. – References to state code or law.

California Codes. Any reference to the codified statutes of the state, such as the Government Code or Civil Code, are to such codes as adopted and now or hereafter amended. Any reference to a state law or state act by title is to such law or act as now or hereafter amended.

Sec. 1-3-21. Amending code, supplementing, recodifying, and/or re-publishing code.

(a) The provisions appearing in this code, so far as they are the same in substance as those of ordinances existing at the time of the effective date of this code, shall be considered as continuations thereof and not as new enactments.

(b) When amending, supplementing, recodifying, and/or republishing this code, the codifier, meaning the city attorney or the person, agency, or organization authorized to do so, working with the city clerk, may make formal, non-substantive changes in ordinances and parts of ordinances, insofar as it is necessary to do so to embody them into a unified code. In addition, the codifier may make other non-substantive changes such as spelling corrections to preserve the original meaning of the ordinance sections inserted into the code, but in no case shall the codifier make any change in the meaning or effect of ordinance material already embodied in the code.

SECTION 14. Section 2-1-2 (Special and emergency meetings) of Article I (City Council) of Chapter 2 (Administration) of the Woodland Municipal Code is amended to read, as follows:

Sec. 2-1-2. - Special and emergency meetings

Special meetings, including study sessions for the purpose of considering particular issues in depth, may be called at any time by the mayor, or by three or more council members, by delivering written notice to each council member and to each local newspaper of general circulation, radio or television station requesting notice in writing and by posting notice pursuant to Section 1-3-12 of this code. Notice shall be provided in accordance with Government Code Section 54956, as it may be amended from time to time. Emergency meetings may only be called pursuant to, and after following the noticing procedures set forth in, Government Code Section 54956.5. and by posting notice on the city's internet website, and as further provided in Government Code Section 54956. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public. Emergency meetings may only be called pursuant to, and after following the noticing procedures set forth in, California Government Code Section 54956.5.

SECTION 15. Section 2-1-4 (Agenda) of Article I (City Council) of Chapter 2 (Administration) of the Woodland Municipal Code is amended to read, as follows:

Section 2-1-4.- Agenda

The city manager or the city clerk, under the direction of the city manager, shall prepare the agenda. The agenda shall be delivered to council members and the general public no later than the Friday preceding the regular Tuesday council meeting to which it pertains: in accordance with California Government Code Sections 54954.2 and 54956.

SECTION 16. Section 2-1-5 (Council correspondence) of Article I (City Council) of Chapter 2 (Administration) of the Woodland Municipal Code is amended to read, as follows

Sec. 2-1-5. - Council correspondence.

(a) Public Records. Correspondence addressed to the city council, including electronic mail, is subject to disclosure under the Public Records Act (Government Code Sections 6250, et. seq.) unless an exception permitting non-disclosure applies.

[The remainder of this section remains unchanged].

SECTION 17. Section 2-2-3 (Mayor pro tempore) of Article II (Mayor and Mayor Pro Tempore) of Chapter 2 (Administration) of the Woodland Municipal Code is amended to read, as follows:

Sec. 2-2-3. - Mayor pro tempore.

At the same meeting at which the mayor is selected in accordance with Section 2-2-1(a), the city council shall also designate one of its members as mayor pro tempore, who shall perform the duties of the mayor during the mayor's absence or temporary disability. The mayor pro tempore shall be selected from among the council members on a rotating basis in accordance with their district numbers. The mayor pro tempore shall serve in this capacity for one year and shall serve at the pleasure of the city council.

SECTION 18. Section 2-3-6 (City manager pro tempore) of Article II (Mayor and Mayor Pro Tempore) of Chapter 2 (Administration) of The Woodland Municipal Code is amended to read, as follows

Sec. 2-3-6. - City manager pro tempore.

The city manager, subject to veto of a particular designation by majority vote of the council, shall designate one of the other officers of the city to serve as city manager pro tempore during his absence or temporary disability. During the absence or disability of

the city manager, the city manager pro tempore shall have the same powers and duties as the city manager.

SECTION 19. Section 2-7-12 (Jurisdiction) of Article VII (Boards, Commissions and Committees) of Chapter 2 (Administration) of the Woodland Municipal Code is amended to read, as follows:

Sec. 2-7-12. - Jurisdiction.

The board of building appeals shall hear and act upon an appeals from a final determinations by the city building officials concerning the suitability of alternate materials and methods of construction and questions of interpretation ~~arising under the Uniform Building Code, the Uniform Mechanical Code, the Uniform Electrical Code, the Uniform Plumbing Code and the Uniform Fire Code, as these codes may be amended from time to time.~~ relating to the application of the City's building standards.

SECTION 20. Section 2-7-13 (Powers and duties) of Article VII (Boards, Commissions and Committees) of Chapter 2 (Administration) of the Woodland Municipal Code is amended to read, as follows:

Sec. 2-7-13. - Powers and duties.

The board of building appeals shall ~~have such powers and duties set forth in the Uniform Building Code, the Uniform Mechanical Code, the Uniform Electrical Code, the Uniform Plumbing Code and the Uniform Fire Code, as amended from time to time~~ hear appeals from an order or determination by the building official relating to the application of the City's building standards, and may also recommend to the council such new legislation as is consistent therewith. Actions of the board in the execution of such powers and duties shall be reviewable by the city council, which reserves the right to affirm, reverse or modify any such act of the board as the council may deem just or equitable. The board shall inform the planning commission of actions which may affect the planning program of that commission. In addition, during April of each year, a board representative shall appear before the city council to report on work accomplished in the past year and to outline work to be done in the coming year. Such report, at the discretion of the council, also may be required in writing.

SECTION 21. Section 2-7-48 (Composition) of Article VII (Boards, Commissions and Committees) of Chapter 2 (Administration) of the Woodland Municipal Code is amended to read, as follows:

Sec. 2-7-48. - Composition. [of Undergrounding Utility Commission]

The committee shall consist of eight members, and shall include the city manager, the city attorney, the director of public works, the director of community development, two members of the planning commission, a representative of the Pacific Bell Telephone Company doing business as American Telephone & Telegraph, Inc. (AT&T), and a representative of Pacific Gas and Electric Company (PG&E).

SECTION 22. Section 2-7-56 (Term of office and compensation) of Article VII (Boards, Commissions and Committees) of Chapter 2 (Administration) of the Woodland Municipal Code is amended to read, as follows:

Sec. 2-7-56. - Term of office and compensation.

Each trustee shall hold office for three years beginning July 1st and ending on June 30th., ~~or when a trustee's successor is appointed and qualified, whichever occurs last. The members of the first board so appointed shall so classify themselves by lot that one of their number shall go out [of] office at the end of the current fiscal year, two at the end of one year thereafter, and three at the end of two years thereafter.~~ The appointments shall be made such that two appointments shall expire in even-numbered years and three appointments shall expire in odd-numbered years. Each trustee shall serve without compensation unless the city council, by ordinance, otherwise provides for compensation which shall not exceed fifty dollars per month.

SECTION 23. Section 2-7-60 (Special meetings) of Article VII (Boards, Commissions and Committees) of Chapter 2 (Administration) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 2-7-60. - Special meetings.

Special meetings may be called at any time by three trustees, ~~by written notice served upon each member at least three hours before the time specified for the proposed meeting, by~~ complying with the requirements for special meetings set forth in Section 2-1-2 (special and emergency meetings) except that the board of library trustees calls for the meeting and receives notice instead of council members.

SECTION 24. Chapter 4 (Auction Sales of Jewelry) of the Woodland Municipal Code is hereby repealed in its entirety.

SECTION 25. Chapter 5B (Remote Caller Bingo) of the Woodland Municipal Code is hereby repealed in its entirety.

SECTION 26. Subsection (c)(2) of Section 6-1-2 (Amendments to the California Building Code) of Article I (General Provisions) of Chapter 6 (Building Codes) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 6-1-2. Amendments to the California Building Code.

The provisions of this Section 6-1-2 shall constitute local amendments to the cross-referenced provisions of the 2016 edition of the California Building Code, and shall be

deemed to replace the cross-referenced section in said code with the respective provisions set forth in this Section 6-1-2.

[Subsections (a) and (b) inclusive remain unchanged].

(c) Section 109.2 is amended by adding at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.

In addition, Capital Improvement Facilities Fees shall be as set forth below.

(1) Facilities Fees.

(i) Capital improvement facilities fees are hereby established as a condition of the issuance of building permits in the city. In addition to the citywide capital improvement facilities fee (the major projects financing plan fee or “MPFP”), the Spring Lake infrastructure fee (“SLIF”) is hereby established as a condition of the issuance of building permits in the Spring Lake specific plan area. The City Council shall, by separate resolutions, set forth the specific amounts of the MPFP and the SLIF, identify the specific public improvements to be financed thereby, describe the estimated costs of these facilities, describe the reasonable relationship between such facilities and the various types of new developments, and describe the relationship between the need for the public facility and the various types of new developments.

(ii) Facilities fees shall be paid by each applicant concurrent with the issuance of a building permit.

(c)(2) Limited Use of Facilities Fees. The revenues raised by payment of these facilities fees shall be placed in separate and special accounts, and such revenues, along with any interest earnings on each account, shall be used solely to:

(i) Pay for the City's future construction of each category of facilities described in the resolution enacted pursuant to ~~Section 108.2(1)(i)~~ Section 109.2 (Schedule of permit fees) or to reimburse the city for those facilities identified in the resolution which have been constructed by the city with funds advanced from other sources;

(ii) Reimburse developers who have installed such identified facilities which are oversized with supplemental size, length, or capacity; or

(iii) Allow temporary borrowing between categories of facilities fee accounts, consistent with Government Code Section 66006(a).

[The remainder of the section remains unchanged.]

SECTION 27. Section 6-2-15 (Duties and responsibilities of floodplain administrator) of Article II (Floodplain Management Regulations) of Chapter 6 (Building Codes) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 6-2-15. Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to:

[Subsections (1) – (3) inclusive remain unchanged.]

(4) Documentation of floodplain development. Obtain and maintain for public inspection and make available as needed the following:

- (A) Certification required in Section 6-2-17(3)(A), lowest floor elevations,
- (B) Certification required in Section 6-2-17(3)(B), elevation or floodproofing of nonresidential structures,
- (C) Certification required in Section 6-2-17(3)(C), wet floodproofing standards,
- (D) Certification of elevation required in Section ~~6-2-19(2)~~, 6-2-19(b) subdivision standards, and
- (E) Certification required in Section 6-2-22(1), floodway encroachments.

[The remainder of this section remains unchanged.]

SECTION 28. Section 6-2-20 (Standards for manufactured homes) of Article II (Floodplain Management Regulations) of Chapter 6 (Building Codes) (of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 6-2-20. - Standards for manufactured homes.

[Subsection (a) remains unchanged.]

(b) All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE, on the community's Flood Insurance Rate Map that are not subject to the provisions of ~~Section 6-2-20(1)~~ Section 6-2-20(b)(1) will be securely fastened to an adequately anchored foundation system to resist flotation collapse and lateral movement, and be elevated so that either the:

- (1) Lowest floor of the manufactured home is at or above the base flood elevation,
- or

(2) Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.

[This is the end of the section.]

SECTION 29. Section 6-2-21 (Standards for recreational vehicles) of Article II (Floodplain Management Regulations) of Chapter 6 (Building Codes) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 6-2-21 - Standards for recreational vehicles.

(a) All recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map will either:

- (1) Be on site for fewer than one hundred eighty consecutive days, and be fully licensed and ready for highway use; a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- (2) Meet the permit requirements of Part D of this article anchoring requirements for manufactured homes in ~~Section 6-2-20(1)~~. Section 6-2-20(b).

SECTION 30. Section 6-2-25 (Conditions for variances) of Article II (Floodplain Management Regulations) of Chapter 6 (Building Codes) of the Woodland Municipal Code are hereby amended to read, as follows:

Sec. 6-2-25. Conditions for variances.

[Subsections (a) through (e) inclusive remain unchanged.]

(f) Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of ~~Sections 6-2-5(1) through 6-2-25(5)~~ Section 6-2-25(e)(1) through (e)(3) inclusive are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

(g) Upon consideration of the factors of ~~Section 6-2-24(1)~~ Section 6-2-24(a) and the purpose of this article, the city council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

SECTION 31. Section 6-3-3 (General Provisions) of Article III (Grading Regulations and Permitting Procedures) of Chapter 6 (Building Codes) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 6-3-3. - General provisions.

Sec. 6-3-3-1 Severability. If any provision of this article or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the article which can be given effect without the invalid provision or application, and to this end, the provisions of this article are severable. The city council hereby declares that it would have adopted this article irrespective of the invalidity of any particular portion thereof. [This section remains unchanged.]

Sec. 6-3-3-2 Adoption of California Building Code Appendix J ~~Chapter 33;~~

Continuity of Regulations.

~~Appendix Chapter 33 entitled "Excavation and Grading" of the California Building Code ("California Building Code")~~ Appendix J entitled "Grading" of the California Building Code 2016 is hereby adopted by reference. All grading shall be performed in conformance with the California Building Code Appendix ~~Chapter 33~~ J and the city of Woodland standard improvement specifications and details. If there is a conflict between requirements of this article and the standard improvements specifications and details, the more restrictive requirements shall prevail.

Nothing in this article is intended to repeal or replace requirements of the California Building Code as adopted by the city of Woodland. In the case of conflict between this article and the California Building Code, the more restrictive requirements shall prevail.

SECTION 32. Section 8-10 (unlawful acts; penalty) of Chapter 8 (Emergency Services) of the Woodland Municipal is amended to read, as follows:

Sec. 8-10. Unlawful acts; penalty.

It shall be a misdemeanor, punishable ~~by a fine of not to exceed five hundred dollars or by imprisonment for not to exceed six months, or both, for any person, during an emergency, to;~~ in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting) for any person, during an emergency, to: [the remainder of the section remains unchanged].

SECTION 33. Sections 8A.010 (Definitions) through and including 8A.620 (Miscellaneous) of Chapter 8A (Cable Communication(s) System) of the Woodland Municipal are repealed in their entirety.

[Sections 8A.630 (Applicability of chapter to state video services franchise) through the remainder of the Chapter remain unchanged and have also been modified by Ordinances Numbers 611 and 612.]

SECTION 34. Section 11-1-14 (Violations) of Chapter 11 (Underground Storage of Hazardous Substances) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 11-1-14. Violations.

(a) Any operator of an underground storage tank shall be liable for a civil penalty of not less than five hundred dollars or more than five thousand dollars per day for any of the following:

- (1) Operates an underground storage tank which has not been issued a permit;
- (2) Fails to monitor the underground storage tank, as required by the permit;
- (3) Fails to maintain records, as required by this chapter;
- (4) Fails to report an unauthorized release, as required by Section 11-1-16;
- (5) Fails to properly close an underground storage tank, as required by ~~Section 11-1-6~~
Section 11-1-5.

[The remainder of the section remains unchanged].

SECTION 35. Section 11-1-19 (Appeal hearing) of Chapter 11 (Underground Storage of Hazardous Substances) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 11-1-19. Appeal hearing

(a) Not later than fifteen days following the date of filing an appeal within the time and in the manner prescribed by ~~Section 11-1-6~~ Section 11-1-18, the hearing authority shall conduct a hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date and place of the hearing shall be served upon the appellant not later than ten days preceding the date of the hearing.

[The remainder of the section remains unchanged].

SECTION 36. The Editor's notes to Chapter 12 (Gas Code) are hereby deleted.

SECTION 37. Section 12A-2-4 (Terms of Members) of Article II (Historical Preservation Commission) of Chapter 12 A (Historical Landmarks, Districts and Resources) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 12A-2-4. Terms of members.

The term of office for each member shall be for four years beginning July 1st and ending on June 30th. ~~or when his successor is appointed and qualified, whichever occurs last. In order to establish staggered terms of office for members first appointed, three members shall be appointed for a two-year term and four members shall be appointed for four-year terms, and upon expiration of such designated terms their successors shall be appointed for full four-year terms as provided above. The appointments shall be made such that two appointments shall expire in even-numbered years and three appointments shall expire in odd-numbered years.~~ If a member of the commission is absent without cause for three successive regular meetings of the commission, the office becomes vacant automatically and the commission immediately shall notify the council hereof.

SECTION 38. Section 13-1-17 (Evidence of doing business) of Article I (Business License) of Chapter 13 (Licenses) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 13-1-17. Evidence of doing business.

When any person shall by use of signs, circulars, cards, telephone book or newspapers, advertise, internet presence, bank accounts, letterhead, hold out or represent that he is in business in the city, or when any person holds an active license or permit issued by a governmental agency indicating that he is in business in the city, and such person fails to deny by a sworn statement given to the collector that he is conducting a business in the city, after being requested to do so by the collector, then these facts shall be considered prima facie evidence that such person is conducting a business in the city.

SECTION 39. Section 13-2-2 (Licenses) of Article II (Gaming Clubs) of Chapter 13 (Licenses) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 13-2-2. Licenses.

No person, as defined by ~~Section 19802(e)~~ Section 19805(ae) of the Business and Professions Code, shall operate a gaming club without first obtaining a valid registration from the state of California Attorney General and maintaining the same during all times of operation and, subject thereto, next obtaining prior to such operation a business license therefor from the city and maintaining the same during all times of operation. Such business license shall issue subject to the following terms and conditions and, if issued, each licensee shall comply with the same as follows: [The remainder of the section remain unchanged.]

SECTION 40. Section 13-2-3 (Exclusion or ejection) of Article II (Gaming Clubs) of Chapter 13 (Licenses) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 13-2-3. Exclusion or ejection.

Pursuant to ~~Section 19820~~ Section 19844 of the Business and Professions Code, the chief of police may exclude or eject from any or all gaming clubs any individual or person, as defined in ~~Section 19802~~ Section 19805(ae) of the Business and Professions Code, including an employee, of the gaming club who has engaged in or been convicted of bookmaking, sale of controlled substances or illegal gambling activities, or whose presence in or about gaming clubs would be inimical to the interests of legitimate gaming, under the following conditions: [The remainder of the ordinance remain unchanged.]

SECTION 41. Section 13-2-5 (Entry by excluded or ejected individual) of Article II (Gaming Clubs) of Chapter 13 (Licenses) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 13-2-5. Entry by excluded or ejected individual

It is unlawful for any individual to enter a gaming club after the date of application for which he has received a written notice of exclusion or ejection. It is unlawful for any person, as defined in ~~Section 19802(e)~~ 19805 (ae) of the Business and Professions Code, including the owner, operator or person in charge of a gaming club to allow any individual who has been excluded or ejected from the club to remain in the club after receiving written notice from the police chief.

SECTION 42. Section 13-2-6 (Penalty for violation) of Article II (Gaming Clubs) of Chapter 13 (Licenses) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 13-2-6. Penalty for violation.

A violation of any section of this article is a misdemeanor and shall be ~~punished by imprisonment in the county jail for a period of time not to exceed six months or by a fine not to exceed five hundred dollars, or by both such imprisonment and such fine.~~ punishable in accordance with the penalties set forth in WMC Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 43. Section 13-6-3 (Definitions) of Article VI (Massage Establishments) of Chapter 13 (Licenses) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 13-6-3. Definitions.

For the purposes of this article, unless otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

[Definitions except those below remain unchanged – for example, “Applicant” through and including “Person” remain unchanged.]

"Recognized school" means any school or institution of learning which has for its purpose the teaching of the theory, method, profession, or work of massage, which school requires a resident course of study of not less than one hundred thirty hours to be given in not more than six calendar months before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning, and which ~~school has been approved pursuant to Chapter 3 (commencing with Section 94300 of Part 59) of the Education Code of the state.~~ school or institution of learning is recognized as an “Approved School” pursuant to California Business and Professions Code Section 4601.

SECTION 44. Section 13-6-10 (Massage technician permit – Education requirement) of Article VI (Massage Establishments) of Chapter 13 (Licenses) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 13-6-10. Massage technician permit—Education requirement.

Applicant must furnish a diploma or certificate of graduation from a recognized school or other institution of learning wherein the method, profession, or work of massage technician or therapist is taught. The term “recognized school” ~~means and includes any school or institution of learning approved by the California State Board of Education, which has for its purpose the teaching of the theory, method, profession, or work of massage technician, which school requires a resident course of study of not less than one hundred thirty hours to be given in not less than six calendar months before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning showing the successful completion of such study or learning. Schools offering correspondence courses and not requiring actual class attendance shall not be deemed “recognized schools.” The chief of police shall confirm an applicant has actually attended classes and matriculated in a “recognized school.”~~ is set forth in Section 13-6-3 (Definitions) herein.

SECTION 45. Section 13-6-17 (Facilities and operations requirements) of Chapter 13 (Licenses) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 13-6-17. Facilities and operations requirements.

No permit to conduct a massage establishment shall be issued unless an inspection by the city reveals that the establishment complies with each of the following minimum requirements:

(A) Facilities.

[Subsections (1) through (7) inclusive remain unchanged.]

(8) Doors. All front, reception, hallway or front exterior doors (except back or exterior doors used solely for employee entrance to and exit from the massage establishment) shall be unlocked during business hours, except as may be permitted by applicable law (such as the Uniform Fire Code) which allow for safety doors which may be opened from the inside when locked, unless such business meets the requirements of a sole proprietorship pursuant to Section 13-6-18 (B) with no employees. No massage may be given within any cubicle, room, enclosure or any area within a massage establishment which is fitted with a lock of any kind (such as a locking door knob, padlock, dead bolt, sliding bar or similar device), unless the only door is an exterior door. [The remainder of the ordinance remains unchanged.]

SECTION 46. Section 14-1-20 (Parking district) of Article I (Definitions) of Chapter 14 (Motor Vehicles and Traffic) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 14-1-20. Parking district.

"Parking district" means each district established for parking purposes pursuant to the Parking District Law of 1951, Part 4, comprising ~~Sections 3500 through 35706~~ Sections 35100 through 35708 inclusive, of Division 18 of the California Streets and Highways Code, ~~as may be amended from time to time.~~

SECTION 47. Section 14-3-12 (Penalty for violation of chapter) of Article III (Enforcement and Obedience to Traffic Regulations) of Chapter 14 (Motor Vehicles and Traffic) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 14-3-12. Penalty for violation of chapter.

Except as otherwise provided in Division 17 of the California Vehicle Code entitled "Offenses and Prosecution" (California Vehicle Code Section 40000.1, et seq.) and Division 18 of the California Vehicle Code entitled "Penalties and Disposition of Fees, Fines and Forfeitures" (California Vehicle Code Section 42000, et seq.), as the same may be amended from time to time, it is unlawful and constitutes an infraction for any person to violate, or fail to comply with any provision of this chapter. Each infraction is punishable by: in accordance with the penalties set forth in Subsection (b) of Section 1-3-7 (General penalty; continuing violations; aiding or abetting)

~~(1) A fine not exceeding fifty dollars for the first violation;~~

~~(2) A fine not exceeding one hundred dollars for the second violation of the same section of this chapter within one year;~~

~~(3) A fine not exceeding two hundred fifty dollars for each additional violation of the same section of this chapter within one year.~~

SECTION 48. Section Sec. 14-4-4 (Application of certain vehicle code sections to privately owned streets and roads) of Article IV (Miscellaneous Driving Rules) of Chapter 14 (Motor Vehicles and Traffic) is hereby amended to read, as follows:

Sec. 14-4-4. Application of certain vehicle code sections to privately owned streets and roads.

(a) By resolution the city council, pursuant to Section ~~22407.5~~ 21107.7 of the Vehicle Code, as it may be amended from time to time, may find and declare that certain privately owned and maintained roads as described in such resolution are within the city and are generally held open for use of the public for purposes of vehicular travel and so connect with highways that the public cannot determine that such roadways are not highways.

[The remainder of the section remains unchanged.]

SECTION 49. Section 14-8-7 (Regulation of cruising) of Article VIII (Restricted Use of Certain Streets) of Chapter 14 (Motor Vehicles and Traffic) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 14-8-7. Regulation of cruising.

[Subsections (a) through (g) of Section 14-8-7 remain unchanged.]

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(h) Penalty for Violation. Violation of this article is an infraction. ~~The minimum penalty for a first conviction of cruising is a one hundred dollar fine; for a second conviction within one year, the minimum penalty is a two hundred dollar fine; for a third or subsequent conviction within one year, the minimum penalty is a two hundred fifty dollar fine.~~ and punishable in accordance with Section 1-3-7 (General penalty; continuing violations, aiding or abetting).

SECTION 50. Section 14A-1-3 (Acts constituting a nuisance) of Article I (Nuisance) of Chapter 14A (Nuisances) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 14A-1-3. Acts constituting a nuisance.

[Subsections (a) and (b)(1) through (b)(6) inclusive remain unchanged.]

(b)(7) Any act, omission or condition in violation of Chapters 6, 7, 9, 20, ~~33~~, 24, and 25 ~~and 34~~ of this code;

[Subsection (b)(8) remains unchanged.]

(b)(9) ~~Any condition in violation of Section 6-5.602 of the Yolo County Code relating to private sewage disposition;~~

[Subsections (b)(10) through (b)(15) shall be renumbered (b)(9) through (b)(14).]

SECTION 51. Section 14A-2-2 (Hearing) of Chapter 14A (Nuisances) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 14A-2-2. Hearing.

[Subsections (a) and (b)(1) through (b)(3) inclusive remain unchanged.]

(b)(4) The proceedings at the hearing shall be ~~reported by a phonographic recorder~~ recorded by a digital voice recorder;

[The remainder of the section remains unchanged.]

SECTION 52. Section 14A-8-3 (Definitions) of Article VIII (Community Safety) of Chapter 14A (Nuisances) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 14A-8-3. Definitions.

[All other definitions remains unchanged.]

“Hearing officer” means any person appointed ~~pursuant to Section 14A-7-14 of the Woodland Municipal Code by the City Manager~~ to preside over the administrative hearings pursuant to this article.

SECTION 53. Section 14B-2-1 (Removal of graffiti) of Section Article II (Abatement, Notice, Hearing, Appeals) of Chapter 14B (Graffiti Control) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 14B-2-1. Removal of graffiti.

Any person applying graffiti within the city shall have the duty to remove the same within twenty-four hours after notice by the city or the public or private owner of the property involved. Failure of any person to so remove graffiti shall constitute a separate infraction and, upon conviction thereof, shall be punished ~~by a fine not exceeding fifty dollars for a first violation, one hundred dollars for a second violation within one year, and two hundred fifty dollars for each additional conviction within one year, in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).~~ Every day that said graffiti is not removed after notice shall constitute a separate offense.

[The remainder of the section remains unchanged.]

SECTION 54. Section 15-1 (Drunkenness – In public places) of Chapter 15 (Offenses – Miscellaneous) is hereby amended to read, as follows:

Sec. 15-1. Drunkenness – In public places.

It shall be unlawful for any person in an intoxicated condition to appear or be in or upon any public highway, street, alley, square or public place in the city. For the purposes of this section, “intoxicated” means a person under the influence of intoxicating liquor, any drug, controlled substance, toluene, or any combination of any intoxicating liquor, drug, controlled substance, or toluene, in a condition that he or she is unable to exercise care for his or her own safety or the safety of others.

Editor’s note: “Intoxicated” is defined as in Cal. Penal Code Section 647(f) regarding disorderly conduct.

SECTION 55. Section 15-2 (Same – On private premises) of Chapter 15 (Offenses -- Miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-2. Same – On private premises.

It shall be unlawful for any person in an intoxicated condition to intrude upon or be in or remain in or upon the premises or property of another, without the express permission and consent of the person lawfully in the possession of such premises or property. For the purposes of this section, “intoxicated” means a person who is under the influence of intoxicating liquor, any drug, controlled substance, toluene, or any combination of any intoxicating liquor, drug, controlled substance, or toluene, in a condition that he or she is unable to exercise care for his or her own safety or the safety of others.

Editor’s note: “Intoxicated” is defined as per Cal. Penal Code Section 647(f) regarding disorderly conduct.

SECTION 56. Section 15-3 (Firearms – Discharge) of Chapter 15 (Offenses -- Miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-3. Firearms—Discharge.

It shall be unlawful for any person to unnecessarily discharge any firearms of any nature whatsoever within the limits of the city, without first procuring a written permit to do so from the chief of police. The foregoing provisions as to the use of firearms shall not apply to:

1. Peace officers or soldiers in the discharge of their official duties and while in the exercise of reasonable care;
2. A person using firearms in necessary self-defense;
3. Persons conducting a shooting gallery who have first procured a license therefor in accordance with the license ordinance of the city; and
4. Shooting clubs where such shooting clubs are properly licensed by the city.

~~State Law reference — Deadly weapons generally, Pen. C., § 3024; licenses for firearms, Appendix to Pen. C., pp. 774 to 783.~~

SECTION 57. Section 15-8 (Immoral and lewd conduct – Maintaining house, room, etc., where conduct is permitted) of Chapter 15 (Offenses -- Miscellaneous) of the Woodland Municipal Code is repealed in its entirety.

SECTION 58. The following sections of Chapter 15 (Offenses – Miscellaneous) of the Woodland Municipal Code are deleted in their entirety: Section 15-15 (Yolo County Ordinance Number 200- Written notice to appear in court for violation); Section 15-16 (Same-Same-Delivery of copy of notice to arrested person; duplicate copy to be signed); Section 15-17 (Same—Same—Filing duplicate copy of notice); and Section 15-18 (Same—Same—Failure to appear in court).

SECTION 59. Section 15-21 (Same –Same __ Fine and imprisonment) of Chapter 15 (Offenses – miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-21. Same—Same—Fine and imprisonment.

Any person or persons, who shall violate any of the provisions of the two preceding sections, Section 15-19 (Rifles, pistols, etc., propelled by air, gas, etc.; bows and arrows) and Section 20 (Same—Violation—Forfeiture and destruction of rifle, pistol, bow, etc.), shall be guilty of a misdemeanor and upon conviction thereof shall be punished ~~by a fine not exceeding three hundred dollars or by imprisonment in the county jail for a period not exceeding six months or by both such fine and imprisonment in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting) of this Code.~~

SECTION 60. Subsections (5) and (7) of Section 15-31 (Restricted use of bicycles, coasters, rollerskates, skateboards or similar devices) of Chapter 15 (Offenses – miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-31. Restricted use of bicycles, coasters, rollerskates, skateboards or similar devices.

(5) Posting Notice. The city manager is authorized to post or erect or cause to be posted or erected signs, at owner's expense, prohibiting the riding of coasters, bicycles, or similar devices at such places where request has been made to, and approved by, the police chief under subsection ~~(e)~~ (4)(e) of this section.

...

(7) Enforcement. It shall be the duty of the Woodland police department to enforce this section upon city property and the police department may enforce it upon the above-designated private property when the violation occurred in the officer's presence or the private property owner has requested enforcement or ~~filed~~ filed a complaint.

[All other parts of this section including (1) through (4) and (6) inclusive are unchanged.]

SECTION 61. Section 15-38 (Prohibition against loitering in a no-cruising zone) of Chapter 15 (Offenses – miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-38. Prohibition against loitering in no-cruising zone.

[The preceding subsections remain unchanged.]

(f) Violation of this section is an infraction and shall be punished in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting) of this Code.

~~. The minimum penalty for a first conviction hereunder is a one hundred dollar fine; for a second conviction within one year, the minimum penalty is a two hundred dollar fine; for a third or subsequent conviction within one year, the minimum penalty is a two hundred fifty dollar fine.~~

SECTION 62. Section 15-39 (Public places – Alcoholic beverages) of Chapter 15 (Offenses – miscellaneous) of the Woodland Municipal Code is hereby amended to read. as follows:

Sec. 15-39. Public places—Alcoholic beverages.

(a) No person shall consume any alcoholic beverage, as defined in Business and Professions Code Section 23004, on any public parking lot, on any private parking lot held open to the public, on any public street, sidewalk, alley or walkway, or in any place held open to the public within two hundred fifty feet of any establishment selling alcoholic beverages.

~~(b) This section shall not apply to any property covered by municipal code Section 15-22.~~

[The remainder of the section remains unchanged except for re-lettering.]

SECTION 63. Section 15-40 (Smoking) of Chapter 15 (Offenses – Miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-40. Smoking.

[Subsections 15(a) through (g)(3) inclusive remains unchanged.]

These penalties are in addition to those which may be imposed pursuant to ~~Health and Safety Code Section 25249.5 et seq.~~ state law.

SECTION 64. Subsection (b)(8) of Section 15-41 (Limitations to access to tobacco products and e-cigarettes) of Chapter 15 (Offenses – Miscellaneous) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 15-41. Limitations to access to tobacco products and e-cigarettes.

[Subsections (a) through (b)(7) inclusive remain unchanged.]

(b)(8) ~~California Health and Safety Code Section 119405~~ State law prohibits the sale of e-cigarettes to minors.

[Subsections (b)(9) through (10) inclusive remain unchanged.]

SECTION 65. The following definitions contained in subsection (c) of Section 15-41 (Limitations to access to tobacco products and e-cigarettes) of Chapter 15 (Offenses – Miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-41. Limitations to access to tobacco products and e-cigarettes.

~~"E-cigarette" means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, hookah pen or under any other product name or descriptor.~~

~~"Minor" means any person under eighteen years of age~~ twenty-one years of age.

~~"Tobacco product" means any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco or any other form of tobacco or tobacco product which may be used for smoking, chewing, inhalation or other means of ingestion.~~

(1) A product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

(2) An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.

(3) Any component, part, or accessory of a tobacco product, whether or not sold separately.

(4) Tobacco Products do not include products approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.

[All other definitions remain unchanged.]

SECTION 66. The following definitions contained in Subsection (b) of Section 15-42 (Tobacco-free and e-cigarette-free zones at city parks and recreation facilities) of Chapter 15 (Offenses – Miscellaneous) of the Woodland Municipal Code are hereby amended to read, as follows:

Sec. 15-42. Tobacco-free and e-cigarette-free zones at city parks and recreation facilities.

~~"E-cigarette" means any electronic oral device, such as one composed of a heating element, battery and/or electronic circuit, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, hookah pen or under any other product name or descriptor.~~

~~"Minor, child, or children" means any individual or individuals who is/are less than eighteen years old. person under twenty-one years of age.~~

~~"Tobacco product" means: any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, or any other preparation of tobacco, including Indian cigarettes called "bidis," which may be utilized for smoking, chewing, inhaling or other manner of ingestion.~~

~~(1) A product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.~~

~~(2) An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.~~

~~(3) Any component, part, or accessory of a tobacco product, whether or not sold separately.~~

~~(4) Tobacco Products do not include products approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.~~

[All other language in this section remain unchanged.]

SECTION 67. Section 15-50 of Chapter 15 (Offenses -- Miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-50. Regulation of use of Woodland Cemetery.

[Sections (a) through (c) inclusive remain unchanged.]

(d) Violation—Penalty. Any violation of any provision of this section shall constitute an infraction, and upon conviction thereof, shall be punished ~~by a fine not to exceed fifty dollars for a first violation, one hundred dollars for a second violation within one year, and two hundred fifty dollars for each additional violation within one year as set forth in Subsection (b) of Section 1-3-7 (General penalty; continuing violations; aiding or abetting).~~

SECTION 68. Section 15-51 of Chapter 15 (Offenses --Miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-51. Filming permits.

[Sections (a) through (m) inclusive remain unchanged.]

(n) Enforcement. A violation of the provisions of this chapter shall be a misdemeanor and may be punishable ~~by a fine of five hundred dollars, or imprisonment for six months in the county jail, or by both such fine and imprisonment.~~ in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 69. Section 15-52 (Disruption of motion picture or television productions) of Chapter 15 (Offenses—Miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-52. Disruption of motion picture or television productions.

[Subsections (a) through (b)(A)-(D) inclusive remain unchanged.]

(c) A violation of the provisions of this chapter shall be a misdemeanor and may be punishable ~~by a fine of five hundred dollars, or imprisonment for six months in the county jail, or by both such fine and imprisonment.~~ in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

[Subsection (d) remains unchanged.]

SECTION 70. Section 15-53 (Closure of walkway between Cottonwood and Ashley Streets) of Chapter 15 (Offenses -- Miscellaneous) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 15-53. Closure of walkway between Cottonwood and Ashley Streets.

[Sections (a) remains unchanged.]

(d) Violation—Penalty. Any violation of any provision of this section shall constitute an infraction, and upon conviction thereof, shall be punished ~~by a fine not to exceed fifty dollars for a first violation, one hundred dollars for a second violation within one year, and two hundred fifty dollars for each additional violation within one year~~ in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 71. Section 15-55 (Prohibition on public urination and defecation) of Chapter 15 (Offenses -- Miscellaneous) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15-55. Prohibition on public urination and defecation.

(a) It shall be unlawful and a misdemeanor for any person to urinate or defecate in or upon any street, sidewalk, alley, plaza, park, public building, publicly maintained facility, or any place open to the public or exposed to public view. This section shall not be construed to prohibit the use for urination or defecation of lawfully constructed restroom facilities designed for the sanitary disposal of human waste.

(b) Violations. Any person who violates this section shall be guilty of a misdemeanor and ~~fin~~ed one hundred dollars for the first violation and two hundred dollars for each subsequent violation. upon conviction shall be punished in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 72. Section 15A-1-7 (Violations, penalty) of Chapter 15A (Peddlers and Solicitors) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15A-1-7. Violations, penalty.

Any person violating the provisions of this chapter shall be deemed guilty of a misdemeanor and, ~~upon conviction, shall be fined in an amount not to exceed five hundred dollars, or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.~~ punished punishable in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 73. The following definition in Subsection (1) of Section 15A-2-3 (All solicitation prohibited at specified locations) of Chapter 15A (Peddlers and Solicitors) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15A-2-3. All solicitation prohibited at specified locations.

"Savings and loan association" means ~~any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act.~~ any financial institution that engages in accepting savings, deposits, and making loans.
[All other definitions remain unchanged.]

SECTION 74. Section 15A-2-4 (Penalty) of Chapter 15A (Peddlers and Solicitors) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 15A-2-4. Penalty.

Any person violating the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be ~~fin~~ed in an amount not to exceed five hundred dollars, or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment, punished in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting). Nothing in this article shall limit or preclude the enforcement of other applicable laws.

SECTION 75. To the extent editorial publisher comments are retained in the new edition, the editorial comment following Section 16-4 (Record book – Information on purchases*) of Chapter 16 (Pawnbrokers, Junk and Secondhand Dealers) is amended to read, as follows:

For state law as to records to be kept by junk dealers, see B. & P. C., §§ ~~26105 to 21609~~
21605 and following.

SECTION 76. Section 16-14 (Penalty) of Chapter 16 (Pawnbrokers, Junk and Secondhand Dealers) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 16-14. Penalty.

Any person violating any provision of this chapter shall be guilty of a misdemeanor and ~~subject to a fine of not more than five hundred dollars or imprisonment in the county jail for not more than six months, or both such fine and imprisonment. upon conviction shall be~~
punished in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 77. Section 17B-010 (Purchasing System Definitions) of Chapter 17B (Purchasing System) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 17B-010. Definitions

(e) “City Manager” means the City Manager or his or her designee or person designated by the City Manager to perform all or some of the duties prescribed in this Chapter.

[The remainder of this section remains unchanged.]

SECTION 78. Section 17B-040 (General purchasing regulations, policies and procedures) of Chapter 17B (Purchasing System) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 17B-040. General purchasing regulations, policies and procedures

(i) *Purchase Orders; Contract and Agreement Forms:* The Purchasing Officer shall

require (1) all purchases for materials, supplies, services (professional, consulting, public works, maintenance and other general services) or equipment of ~~more than~~ one thousand dollars (\$1,000) or more to be made with ~~an appropriate~~ a purchase order and (2) all purchases for materials, supplies, services (professional, consulting, public works, maintenance and other general services) or equipment equal to or more than seven thousand five hundred dollars (\$7,500) to be made with a purchase order and on an appropriate contract or agreement, the form of which shall be approved by the City Attorney. The City Attorney shall not need to review and approve as to form each executed contract or agreement; provided a City model approved as to form by the City Attorney is used without substantive modification.

[The remainder of this section remains unchanged.]

SECTION 79. Section 17B-050 (Bidding requirements – Public projects) of Chapter 17B (Purchasing System) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 17B-050. Bidding requirements—Public projects.

- (a) ~~Sixty Forty Five~~ Thousand Dollars or Less. Public projects of ~~sixty forty five~~ thousand dollars or less may be awarded by the director of the department responsible for the project, or his or her designee pursuant to Section 17B-040, by any alternative procedure.
- (b) ~~Sixty Forty Five~~ Thousand One Dollars Through One Hundred Seventy Five Thousand Dollars. Public projects of more than ~~sixty forty five~~ thousand dollars, but less than or equal to one hundred seventy five thousand dollars may, except as otherwise provided in this chapter or the Act, be awarded by the community development director or the public works director pursuant to the public project informal bidding procedure.
- (c) One Hundred Seventy Five Thousand One Dollars Through ~~Two One Hundred Seventy Five~~ Thousand Dollars. Public projects of more than one hundred seventy five thousand dollars, but less than or equal to two one hundred seventy five thousand dollars shall, except as otherwise provided in this chapter or the Act, be awarded by the city manager pursuant to the public project informal bidding procedure. If all bids received are over two one hundred seventy five thousand dollars, the city council may, with the approval of a four-fifths vote of those members present and without following the public project formal bidding procedure, award the contract in an amount not exceeding two one hundred twelve eighty seven thousand five hundred dollars to the lowest responsive and responsible bidder, so long as the city council also determines that the city's cost estimate for the project was reasonable.
- (d) More Than Two One Hundred Seventy Five Thousand Dollars. Public projects of more than two one hundred seventy five thousand dollars shall, except as otherwise provided in this chapter or the Act, be awarded by the city council pursuant to the public project formal bidding procedure.

SECTION 80. Section 17B-060 (Same – maintenance and general services) of Chapter 17B (Purchasing System) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 17B-060. ~~Same – Maintenance and general services.~~ Bidding requirements – maintenance and general services.

(a) ~~\$1525,000 or less~~: Maintenance work and other general services projects of ~~fifteen~~ twenty-five thousand dollars (~~\$1525,000~~) or less may be awarded by the director of the department responsible for the project, or his or her designee pursuant to Section 17B-040, by any alternative procedure.

(b) ~~\$1525,001 - \$50,000~~: Maintenance work and other general services projects of more than ~~fifteen~~ twenty-five thousand dollars (~~\$1525,000~~), but less than or equal to fifty thousand dollars (\$50,000) may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

[The remainder of this section remains unchanged.]

SECTION 81. Section 17B-070 (Same – professional services) of Chapter 17B (Purchasing System) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 17B-070, ~~Same – Professional services.~~ Bidding requirements – professional services.

(a) ~~\$1525,000 or less~~: Professional services contracts of ~~fifteen~~ twenty-five thousand dollars (~~\$1525,000~~) or less may be awarded by the director of the department responsible for the project, or his or her designee pursuant to Section 17B-040, by an alternative procedure.

(b) ~~\$1525,001 - \$50,000~~: Professional services contracts of more than ~~fifteen~~ twenty five thousand dollars (~~\$1525,000~~), but less than or equal to fifty thousand dollars (\$50,000) may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager pursuant to the non-public project informal bidding procedure.

[The remainder of this section remains unchanged.]

SECTION 82. Section 17B-080 (Same – materials, supplies and equipment) of Chapter 17B (Purchasing System) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 17B-080. ~~Bidding requirements~~ Same – materials, supplies and equipment.

(a) ~~\$1525,000 or less~~: Purchases of materials, supplies and equipment of ~~fifteen~~ twenty-five thousand dollars (~~\$1525,000~~) or less may be awarded by the Purchasing Officer or the director of the department responsible for the purchase, or his or her designee pursuant to Section 17B-040, by any alternative procedure.

(b) ~~\$1525,001 - \$50,000~~: Purchases of materials, supplies and equipment of more than ~~fifteen~~ twenty-five thousand dollars (~~\$1525,000~~), but less than or equal to fifty thousand dollars (\$50,000) may, except as otherwise provided in this chapter or the Act, be awarded by the City

Manager pursuant to the non-public project informal bidding procedure.

[The remainder of this section remains unchanged.]

SECTION 83. Section 19A-3 (Regulations for use) of Chapter 19A (Skateboarding and Skating Areas) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 19A-3. Regulations for use.

The following regulations shall apply within the skateboarding and skating areas designated by this chapter:

(a) No person shall use, or permit a minor for whom he or she is responsible to use, a designated skateboarding and skating area unless the person or minor, while in possession of a skateboard or skates, is wearing proper safety equipment including at least a helmet, elbow pads, and knee pads. A minor means a person under the age of eighteen.

[The remainder of this section remains unchanged.]

SECTION 84. Section 20-7-4 (Same—Permits required –Issuance) of Article VII (Address Numbers on Curbs) of Chapter 20 (Streets and Sidewalks) of the Woodland Municipal Code is hereby amended to read as follows:

Sec. 20-7-4. Same—Permits required—Issuance.

Any person engaging in the business of painting address numbers on curbs shall obtain an encroachment permit from the director of public works prior to the painting of any property address on the face of any street curb within the city. This permit may be revoked pursuant to the same procedure as set forth for business license as set forth in Chapter 13 (Licenses), Part G (Procedure for revocation or suspension) of the Municipal Code.

SECTION 85. Subsection 20-12-02 (Definitions) of Article XII (Banners Promoting Special Events or Resources) Chapter 20 (Streets and Sidewalks) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 20-12-02. Definitions.

"Banner sign" means a strip of cloth or other flexible material meeting the design specifications included in Section ~~20-12-03~~ 20-12-04 on which a sign or message is painted calling attention to the city, its natural advantages, resources, enterprises, attractions, climate, facilities, business and community.

[All other parts of this section remain unchanged.]

SECTION 86. Subsection 21-2-2 (Definitions) of Article 2 (Definitions) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-2-2. Definitions.

"Subdivision" means the division, by any subdivider, of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easement or railroad rights-of-way. ~~Subdivision includes a condominium project, as defined in Civil Code Section 1351(f), a community apartment project, as defined in Civil Code Section 1351(d), or the conversion of five or more existing dwelling units to a stock cooperative, as defined in Civil Code Section 1315(m).~~ Subdivision includes a condominium project, as defined in Section 4125 or 6542 of the Civil Code, a community apartment project, as defined in Section 4105 of the Civil Code, or the conversion of five or more existing dwelling units to a stock cooperative, as defined in Section 4190 or 6566 of the Civil Code.

[All other definitions remain unchanged.]

SECTION 87. Subsection 21-3-4 (Waiver of parcel map requirements) of Article 3 (Map Requirements) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-3-4. Waiver of parcel map requirements.

(d) Upon the waiver of the parcel map requirement, or the tentative and final map requirement, pursuant to this section, the city engineer shall file with the county recorder a certificate of compliance for the land to be divided, in accordance with Section 21-3-7, and a plat map showing the division. The certificate shall include a certificate by the county tax collector in accordance with ~~Section 21-9-5(d).~~ Section 21-9-5 (4).

[All other parts of this section remain unchanged both before and after (d).]

SECTION 88. Section 21-8-2 (Filing and processing) of Article 8 (Vesting) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-8-2. Filing and processing.

(a)(9) [Subsection (a) and (a)(1) through (8) remain unchanged.]

Final design package approved by the planning commission including but not limited to: the design package building elevations, material identification, color schemes, floor

plans, lot layouts, Global Warming Solutions Act of 2006 (also known as AB 32) requirements, energy conservation and efficiency components, solar availability and compatible layouts, photo voltaic energy generation designs, insulation calculations, on site landscape plans for each parcel with plant selection, maximum shading diagram.

[The remainder remain unchanged.]

SECTION 89. Section 21-9-5 (Information to be submitted with parcel and final maps) of Article 9 (Final Map and Parcel Map) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-9-5. Information to be submitted with parcel and final maps.

[Subsections (1) – (10) remain unchanged.]

(11) The submittal of the final map or parcel map for a common interest development within the meaning of Civil Code Section ~~1350 et seq.~~, 4000, et seq., shall include the proposed declaration of covenants, conditions and restrictions in ~~containing the provisions described in Civil Code Section 1353,~~ 4250 and all other governing documents for the subdivision as are appropriate pursuant to ~~Section 1363 of the Civil Code.~~ Civil Code Section 4800, et seq. The submittal of the final map or parcel map for all subdivisions other than a common interest development shall include any declaration of covenants, conditions and restrictions proposed in connection therewith. All documents shall be subject to review and approval by the city engineer and city attorney.

SECTION 90. Section 21-9-6 (Parcel map preparation) of Article 9 (Final Map and Parcel Map) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-9-6. Parcel map preparation.

A parcel map may be compiled from data shown on final maps, records of survey and parcel maps only if such filed or recorded maps were based upon field surveys and were recorded within the last fifteen years. Data from a filed survey made within the last fifteen years and filed with the city engineer, county surveyor or county recorder may also be used. The fifteen-year time limit may be waived by the city engineer if it is shown that record monumentation exists and that existing angles and distances on the ground measure within the required limits of record angles and distances. Parcel maps compiled from filed or recorded data shall conform to the requirements of the Subdivision Map Act. All other parcel maps shall be based on a field survey made in conformity with the Professional Land Surveyor's Act (Cal. Bus. & Prof. Code 8700, et seq.) and shall conform to the requirements of the Subdivision Map Act (Cal. Gov. Code 66410, et. seq.).

SECTION 91. Section 21-10-1 (Reversions to acreage by final map or parcel map – Owner participation) of Article 10 (Reversion to Acreage by Final Map or Parcel Map) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-10-1. Reversions to acreage by final map or parcel map—Owner petition.

Property previously subdivided by final map or parcel map may be reverted to acreage by final map or parcel map pursuant to the provisions of the Subdivision Map Act and of this chapter. Proceedings to revert subdivided property to acreage may be initiated by petition of all of the owners of record of the property. The petition shall contain the following information and such other information as required by the public works department:

[Subsections (1) through (2)(C) inclusive remain unchanged.]

(3) A tentative map in the form prescribed by ~~Section 21-3-7(a)~~ Article 4 (Filing of Tentative Map) of this chapter.

[The remainder of the subsection remains unchanged.]

SECTION 92. Section 21-11-8 (Approval of improvement plans) of Article 11 (Dedication and Improvement Regulations) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-11-8. Approval of improvement plans.

[Subsection (a) remains unchanged.]

(b) Upon determination that the improvement plans fully comply with the requirements of the Subdivision Map Act, this code and the "Standard Specifications and Details," as amended from time to time, and substantially comply with the tentative map, the city engineer shall sign the statement provided for in Section ~~21-9-9~~ 21-9-8 of this chapter.

SECTION 93. Section 21-13-3 (Release if improvement security) of Article 13 (Improvement Security) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-13-3. Release of improvement security.

The security furnished by the subdivider may be reduced in whole or in part in the following manner:

(1) Security given for faithful performance of any act or agreement may be released upon the performance of the act or final completion and acceptance of the required work. The city engineer may earlier authorize partial release of the security upon the corresponding partial

performance of the act or the acceptance of the work as it progresses, consistent with the provisions of Section 66499.7 of the Subdivision Map Act.

(2) After passage of the time within which claims of lien are required to be recorded pursuant to Civil Code Section ~~3114 et seq.~~ 8000, et seq., security securing payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall be reduced to an amount equal to the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the city council. If no claims have been recorded, the security shall be released in full. Such release shall not apply to any required guarantee and warrant period nor to the amount of the security deemed necessary by the city for such guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees, as set forth in the Section 21-13-2.

SECTION 94. Section 21-16-3 (Monument data, filing procedure and availability to public) of Article 16 (Coordinated Positions and Digital Submission of Maps and Plans) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-16-3. Monument data, filing procedure and availability to public.

All data pertaining to these monuments shall be filed in accordance with the requirements of the Professional Land Surveyor's Act (Cal. Bus. & Prof. Code Section 8700, et. seq.), and made readily available to the general public.

SECTION 95. Section 21-17-1 (Map requirements) of Article 17 (Condominiums, Community Apartments and Stock Cooperatives) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-17-1. Map requirements.

For the purposes of this article, subdivisions that include a condominium project, as defined in Civil Code Sections ~~783 and 1351(f)~~, 4125 or 6542, a community apartment project, defined in Civil Code Section ~~1351(d)~~, 4105, or a stock cooperative project as defined in Civil Code Section ~~1351(m)~~, 4190 or 6566 shall be subject to the requirements of this chapter for tentative subdivision and final maps. Maps of such projects need not show the buildings or the manner in which the buildings or the airspace above the property shown on the map are to be divided, nor need individual parcels front on a dedicated and accepted county road, city street, or state highway as required by Section 21-5-2; provided, however, that each unit has access over an area of common ownership to the required dedicated and accepted thoroughfare. Fees for condominium maps shall be in accordance with the city fee schedule as adopted and revised by the city council from time to time.

SECTION 96. Subsection 21-17-2 (Application contents) of Article (Condominiums, Community Apartments and Stock Cooperatives) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-17-2. Application contents.

Applications for condominiums, community apartments and stock cooperatives shall be in accordance with the procedure established in Section 21-3-7(a) of this chapter. In addition, the subdivider shall:

[Subsection (1)(A) remains unchanged.]

(1)(B) Failure by a subdivider or his or her agent to give the notice required herein shall not be grounds to deny the conversion. However, if the subdivider or his or her agent fails to give notice pursuant to this section, he or she shall pay to each prospective tenant who becomes a tenant and who was entitled to such notice, and who does not purchase his or her unit pursuant to Section ~~21-17-3(d)~~ 21-17-3(4) an amount equal to the sum of the following:

[The remainder of the subsection remains unchanged.]

SECTION 97. Section 21-18-3 (Action on lot line adjustments) of Article 18 (Lot Line Adjustments) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-18-3. Action on lot line adjustments.

[Subsection (a) through (b) inclusive remains unchanged.]

(c) Planning Commission Action. If the community development director transfers the lot line adjustment application to the planning commission, the commission shall hold a public hearing and, upon the conclusion thereof, approve, conditionally approve or disapprove the application based on the above findings within the time limits prescribed by the Permit Streamlining Act (Gov't Code Section 65920, et. seq.).

[The remainder of the subsection remains unchanged.]

SECTION 98. Subsection 21-19-1 (Purpose) of Article 19 (Merger) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-19-1. Purpose.

The purpose of this article is to provide a simplified procedure to allow for the removal of previously approved parcel lines and the merger of contiguous parcels under common ownership at the request of the property owner, pursuant to Gov't Code Sections ~~66499.20~~ 3/4 66499.20.1, 6649.20.2, and 6649.20.3 of the Subdivision Map Act. Nothing stated herein shall be construed to prevent an applicant from filing a tentative subdivision map, a final map or a parcel map for any merger.

SECTION 99. Subsection 21-19-2 (Merger of parcels authorized) of Article 19 (Merger) of Chapter 21 (Subdivisions) of the Woodland Municipal Code is hereby amended to read, as follows:

Sec. 21-19-2. Merger of parcels authorized.

Pursuant to Gov't Code Sections ~~66499.20 3/4 66499.20 3/4~~ 66499.20.1, 6649.20.2, and 6649.20.3 of the Subdivision Map Act, the community development director is authorized to approve or conditionally approve a merger requested by the property owner of contiguous parcels under common ownership without reversion to acreage, upon making the findings and utilizing the procedures set forth in this article. At the community development director's discretion, the planning commission may take final action on a merger application after a public hearing.

SECTION 100. The asterisks following the title and the editorial note following Subsection 23-1 (Tax rate)* of Article I (In General) of Chapter 23 (Taxation) of the Woodland Municipal Code is deleted as outdated, as follows:

Sec. 23-1. Tax rate.

The city council must on or before the eighth day of September of each year fix the rate of city taxes designating the number of cents on each one hundred dollars of property levied for each fund, and must then levy such city taxes as may be necessary to raise revenue for the maintenance of the city and the several departments during the ensuing fiscal year.

~~* For state law as to maximum annual property tax, see Gov. C., § 43068.~~

SECTION 101. Section 23-38-1 (Transfer of city tax functions to county) of Article I (In General) of Chapter 23 (Taxation) of the Woodland Municipal Code is amended, as follows:

Sec. 23-38-1. Transfer of city tax functions to county.

All assessment and tax collection duties including collection of assessments levied for municipal improvements shall be performed by the assessor and tax collector of Yolo County for purposes of assessing and collecting ad valorem property taxes that become a lien after adoption of this section and for collecting assessments for municipal improvements. Further, Yolo County is designated as the city's agent for service of process for any and all actions brought against the city for a refund of such taxes and, pursuant to Revenue and Taxation Code Section ~~5149, as it may be amended from time to time, 5146,~~ the city reserves the right to request that the Yolo County counsel defend the city against such actions.

SECTION 102. Section 23-46-8 (Penalty for violation of article) of Article II (Sales and Use Tax) of Chapter 23 (Taxation) of the Woodland Municipal Code is amended to read, as follows:

Sec. 23-46-8. Penalty for violation of article.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable ~~by a fine of not more than five hundred dollars or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.~~ in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 103. Section 23-60 (Violations of article a misdemeanor; penalties) of Article III (Taxation) of Chapter23 (Taxation) of the Woodland Municipal Code is amended to read, as follows:

Sec. 23-60. Violation of article a misdemeanor; penalties.

Any person violating any of the provisions of this article shall be guilty of a misdemeanor and shall be punishable ~~therefor by a fine of not more than five hundred dollars or by imprisonment in the city jail for a period of not more than six months or by both such fine and imprisonment.~~ in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

[The remainder of this subsection remains unchanged.]

SECTION 104. Section 23-66 (Same – Plans of reorganization or adjustment) of Article IV (Real Property Transfer Tax) of Chapter23 (Taxation) of the Woodland Municipal Code amended to read, as follows:

Sec. 23-66. Same—Plans of reorganization or adjustment.

Any tax imposed pursuant to this article shall not apply to the making, delivering or filing of conveyances to make effective any plan of reorganization or adjustment:

- a. Confirmed under the Federal Bankruptcy Act, as amended;
- b. Approved in an equity receivership proceeding in a court involving a railroad corporation, as defined in subdivision ~~(m) of Section 205 44~~ (m) of Title 11 of the United States Code, as amended;
- c. Approved in an equity receivership proceeding in a court involving a corporation, as defined in subdivision ~~(3) of Section 506 9~~ of Title 11 of the United States Code, as amended; or
- d. Whereby a mere change in identity, form or place of organization is effected.

Subdivisions a to d, inclusive, of this section shall only apply if the making, delivery or filling of instruments of transfer or conveyances occurs within five years from the date of such confirmation, approval or change.

SECTION 105. 23-68 (Same – Partnerships) of Article IV (Real Property Transfer Tax) of Chapter23 (Taxation) of the Woodland Municipal Code amended to read, as follows:

Sec. 23-68. Same—Partnerships.

In the case of any realty held by a partnership, no levy shall be imposed pursuant to this article by reason of any transfer of an interest in a partnership or otherwise, if:

(1) Such partnership (or another partnership) is considered a continuing partnership within the meaning of section 708 of the Internal Revenue Code ~~of 1954~~ of 1986 (26 U.S.C.A. Section 708); and

(2) Such continuing partnership continues to hold the realty concerned.

b. If there is a termination of any partnership within the meaning of section 708 of the Internal Revenue Code ~~of 1954 (26 U.S.C.A. Section 708)~~ of 1986 (26 U.S.C.A. Section 708), for purposes of this article, such partnership shall be treated as having executed an instrument whereby there was conveyed, for fair market value (exclusive of the value of any lien or encumbrance remaining thereon), all realty held by such partnership at the time of such termination.

c. Not more than one tax shall be imposed pursuant to this article by reason of a termination described in subdivision (b), and any transfer pursuant thereto, with respect to the realty held by such partnership at the time of such termination.

SECTION 106. Section 23B.5 (Penalty for violations of article) of Article I (Subdivisions) of Chapter 23B (Underground Utilities) of the Woodland Municipal Code amended to read, as follows:

Sec. 23B.5. Penalty for violation of article.

Any person violating any provision of this article shall, upon conviction, be guilty of a misdemeanor and punished by a fine not to exceed five hundred dollars or by imprisonment in the county jail not to exceed six months, or by both such fine and imprisonment in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 107. Section 23B.17 (Penalty for violation of article) of Article II (Underground Utility Districts) of Chapter 23B of the Woodland Municipal Code amended to read, as follows:

Sec. 23B.17. Penalty for violation of article.

It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this article. Any person violating any provision of this article or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished ~~by a fine not exceeding five hundred dollars or by imprisonment not exceeding six months, or by both such fine and imprisonment. Each such person shall be deemed guilty of a separate offense for each day during any portion of which any violation of any of the provisions of this article is committed, continued or permitted by such person, and shall be punishable therefor as~~

provided for in this article, in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 108. Section 23C-6-4 (Persons authorized to perform work) of Article IV (Sewage Service) of Chapter 23C (Utility Services) of the Woodland Municipal Code amended to read, as follows:

Sec. 23C-6-4. Persons authorized to perform work.

Permits shall be issued only to contractors as said contractors are defined in Section ~~23C-1-16~~ 23C-1-18 (Contractor) of this chapter. Applicants for sewer permits shall provide plans, specifications, or other information considered pertinent in the judgment of the city.

SECTION 109. Section 23C-9-3 (Regulations) of Article IX (Cross-Connection Control and Backflow Prevention) of Chapter 23C (Utility Services) of the Woodland Municipal Code amended to read, as follows:

Sec. 23C-9-3. Regulations.

(a) No water service connection to any premises shall be installed or maintained by the city unless the water supply is protected as required by ~~Sections 7583 through 7605 of Title 17 of the California Administrative Code (1984)~~ Article 1 and Article 2 of Title 17 of the California Code of Regulations, or other relevant state laws and regulations. The city shall discontinue service of water to any premises in the following situations: if a backflow prevention device required by this code is not installed, tested and maintained; if a backflow prevention device has been removed or by-passed; or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

[The remainder of the section remains unchanged.]

SECTION 110. Section 23C-14-21 is added to Article XIV (Recycled Water Service) of Section 23C-14 (Recycled Water Service) of Chapter 23C (Utility Services) of the Woodland Municipal Code, to read as follows:

Sec. 23C-14-21. Penalty.

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable in accordance with Section 1-3-7 (General penalty; continuing violations; aiding or abetting).

SECTION 111. The definition of “City website” in Section 27-1-3 (Definitions) of Article I (Disclosure of Campaign Contributions) of Chapter 27 (Elections) of the Woodland Municipal Code amended to read, as follows:

Sec. 27-1-3. Definitions.

"City website" means the website owned, operated and maintained by the city of Woodland, California at the following address: ~~http://www.ci.woodland.ca.us/~~ <http://www.cityofwoodland.org/>.

[All other parts of this section remain unchanged.]

SECTION 112. Section 27-2-4 (Election of City Council) of Article II (Election of City Council) of Chapter 27 (Elections) of the Woodland Municipal Code amended to read, as follows:

Sec. 27-2-4. Election of City Council.

Members of the City Council shall be elected "by districts" as provided in California Government Code sections ~~34881 through 34833, as such sections may be amended~~ 34881 through 34883. Each district shall elect one Council member. Except as provided in Section 27-2-6, a Council member of each district must live in that district and must be a registered voter in that district to be eligible to hold office for that district. Only voters who live in a district shall be eligible to vote in the election for Council member of that district.

SECTION 113. Section 27-2-5 (Amendment of District Boundaries) of Article II (Election of City Council) of Chapter 27 (Elections) of the Woodland Municipal Code amended to read, as follows:

Sec. 27-2-5. Amendment of District Boundaries.

Pursuant to Elections Code section 21601, as it may be amended, the City Council shall adjust the boundaries of any or all of the districts following each decennial federal census. Using the census as a basis, the City Council shall adjust the boundaries so that the districts shall be as nearly equal in population as practicable and in compliance with all applicable provisions of law. Any adjustment of district boundaries shall be made by ordinance adopted by the City Council before the first day of November of the year following the year in which each decennial federal census is taken. Prior to the public hearing approving the adjustment of the district boundaries, the City Council shall hold a public hearing on the proposed district boundaries as required by Elections Code section ~~21601.1~~. 21607.

[The remainder of the section remains unchanged.]

SECTION 114. California Environmental Quality Act (CEQA). The City Council finds and determines that adoption of this Ordinance does not have any potential for causing a significant effect on the environment because it does not change the existing regulatory scheme except to correct citation errors, clarify existing law, or repeal laws, and therefore does not constitute a "project" pursuant to Section 21065 of the Public Resource Code.

SECTION 115. 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 which 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 116. Publication 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 California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption. In addition, this ordinance amends, recodifies, and authorizes republication with a new structural plan pursuant to Government Code sections 50022.1-50022.10, and accordingly, publication of notice has occurred pursuant to Government Code section 6066. To the extent possible, publication has occurred or will occur simultaneously to satisfy the requirements of both Government Code sections 36933 and 6066.

PASSED AND ADOPTED by the City Council this 5th day of February, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

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PRIOR CODE REFERENCE TABLE

This table provides users with the legislative history and the current disposition of the sections in the prior City code. Thus, prior code Section 1-1-1, derived from Ord. No. 935 § 2, currently appears in the Woodland Municipal Code as Section 1.04.010.

The legislative history information was derived from The Code of the City of Woodland, California, 1955, The General Ordinances of the City, published by order of the City Council, and published by Michie City Publications Company of Los Angeles, effective 1955.

Prior Code Section	Prior Ordinance History	Section Herein
1-1-1	Ord. No. 935 § 2	1.04.010
1-2-1	Ord. No. 935 § 2	1.04.020
1-2-2	Ord. No. 935 § 2	1.04.020
1-2-3	Ord. No. 935 § 2	1.04.020
1-2-4	Ord. No. 935 § 2	1.04.020
1-2-5	Ord. No. 935 § 2	1.04.020
1-2-6	Ord. No. 935 § 2	1.04.020
1-2-7	Ord. No. 935 § 2	1.04.020
1-2-8	Ord. No. 935 § 2	1.04.020
1-2-9	Ord. No. 935 § 2	1.04.020
1-2-10	Ord. No. 935 § 2	1.04.020
1-2-11	Ord. No. 935 § 2	1.04.020
1-2-12	Ord. No. 935 § 2	1.04.020
1-2-13	Ord. No. 935 § 2	1.04.020
1-2-14	Ord. No. 935 § 2	1.04.020
1-2-15	Ord. No. 935 § 2	1.04.020
1-2-16	Ord. No. 935 § 2	1.04.020
1-2-17	Ord. No. 935 § 2	1.04.020
1-2-18	Ord. No. 935 § 2	1.04.020
1-2-19	Ord. No. 935 § 2	1.04.020
1-2-20	Ord. No. 935 § 2	1.04.020
1-2-21	Ord. No. 935 § 2	1.04.020
1-2-22	Ord. No. 935 § 2	1.04.020
1-2-23	Ord. No. 935 § 2	1.04.020
1-2-24	Ord. No. 935 § 2	1.04.020
1-2-25	Ord. No. 935 § 2	1.04.020
1-2-26	Ord. No. 935 § 2	1.04.020
1-2-27	Ord. No. 935 § 2	1.04.020
1-2-28	Ord. No. 935 § 2	1.04.020
1-2-29	Ord. No. 935 § 2	1.04.020
1-2-30	Ord. No. 935 § 2	1.04.020
1-2-31	Ord. No. 935 § 2	1.04.020
1-2-32	Ord. No. 935 § 2	1.04.020
1-2-33	Ord. No. 935 § 2	1.04.020
1-2-34	Ord. No. 935 § 2	1.04.020
1-2-35	Ord. No. 935 § 2	1.04.020
1-3-1	Ord. No. 935 § 2	1.08.010
1-3-2	Ord. No. 935 § 2	1.08.020
1-3-3	Ord. No. 935 § 2	1.08.030
1-3-4	Ord. No. 935 § 2	1.08.040

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1-3-5	Ord. No. 935 § 2	1.08.050
1-3-6	Ord. No. 935 § 2	1.08.060
1-3-7	Ord. No. 935 § 2; Ord. No. 1542 § 3, 2012	1.08.070
1-3-8	Ord. No. 935 § 2	1.08.080
1-3-9	Ord. No. 935 § 2	1.08.090
1-3-10	Ord. No. 935 § 2	1.08.100
1-3-11	Ord. No. 935 § 2	1.08.110
1-3-12	Ord. No. 935 § 2	1.08.120
1-3-13	Ord. No. 935 § 2	1.08.130
1-3-14	Ord. No. 935 § 2	1.08.140
1-3-15	Ord. No. 935 § 2	1.08.150
1-3-16	Ord. No. 935 § 2	1.08.160
1-3-17	Ord. No. 935 § 2	1.08.170
1-3-18	Ord. No. 935 § 2	1.08.180
1-3-19	Ord. No. 1505 § 5, 2009	1.08.190
1-4-1	Ord. No. 1482 § 3	1.12.010
2-1-1	Ord. No. 1586 § 1, 2015	2.04.010
2-1-2	Ord. No. 1586 § 1, 2015	2.04.020
2-1-3	Ord. No. 1586 § 1, 2015	2.04.030
2-1-4	Ord. No. 1586 § 1, 2015	2.04.040
2-1-5	Ord. No. 1586 § 1, 2015	2.04.050
2-1-6	Ord. No. 1586 § 1, 2015	2.04.060
2-1-7	Ord. No. 1586 § 1, 2015	2.04.070
2-1-8	Ord. No. 1586 § 1, 2015	2.04.080
2-1-9	Ord. No. 1586 § 1, 2015	2.04.090
2-1-10	Ord. No. 1586 § 1, 2015	2.04.090
2-1-11	Ord. No. 1586 § 1, 2015	2.04.100
2-1-12	Ord. No. 1586 § 1, 2015	2.04.110
2-1-13	Ord. No. 1586 § 1, 2015	2.04.120
2-1-14	Ord. No. 1586 § 1, 2015	2.04.120
2-1-15	Ord. No. 1586 § 1, 2015	2.04.130
2-1-16	Ord. No. 1586 § 1, 2015	2.04.140
2-1-17	Ord. No. 1586 § 1, 2015	2.04.140
2-1-18	Ord. No. 1586 § 1, 2015	2.04.150
2-1-19	Ord. No. 1586 § 1, 2015	2.04.150
2-1-20	Ord. No. 1586 § 1, 2015	2.04.150
2-1-21	Ord. No. 1586 § 1, 2015	2.04.150
2-1-22	Ord. No. 1586 § 1, 2015	2.04.150
2-1-23	Ord. No. 1586 § 1, 2015	2.04.160
2-1-24	Ord. No. 1586 § 1, 2015	2.04.170
2-1-25	Ord. No. 1586 § 1, 2015	2.04.180
2-1-26	Ord. No. 1586 § 1, 2015	2.04.190
2-1-27	Ord. No. 1586 § 1, 2015	2.04.200
2-1-32	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.04.210
2-1-33	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.04.220
2-1-34	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.04.230
2-1-35	Ord. No. 935 § 2; Ord. No. 1317 § 2; Ord. No. 1485 § 3	2.04.240
2-1-36	Ord. No. 935 § 2; Ord. No. 1317 § 2; Ord. No. 1519 § 2, 2010	2.04.250

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2-1-37	Ord. No. 1035 § 10; Ord. No. 1298 § 2; Ord. No. 1317 § 2; Ord. No. 1367 § 2; Ord. No. 1412 § 5	2.04.260
2-1-38	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.04.270
2-1-39	Ord. No. 935 § 2; Ord. No. 1035 § 13; Ord. No. 1317 § 2	2.04.280
2-1-40		Repealed by Ord. No. 1035
2-1-41	Ord. No. 935 § 2; Ord. No. 1317 § 2; Ord. No. 1418 § 3	2.04.290
2-1-42	Res. No. 3263 § 1; Ord. No. 1058 § 2; Ord. No. 1317 § 2	2.04.300
2-1-43	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.04.310
2-2-1	Ord. No. 935 § 2; Ord. No. 1197 § 2; Ord. No. 1317 § 2; Ord. No. 1575 § 1, 2015; Ord. No. 1604 § 1, 2016	2.08.010
2-2-2	Ord. No. 935 § 2; Ord. 1197 § 2; Ord. No. 1317 § 2	2.08.020
2-2-3	Ord. No. 935 § 2; Ord. 1197 § 2; Ord. No. 1317 § 2; Ord. No. 1575 § 2, 2015; Ord. No. 1604 § 2, 2016	2.08.030
2-3-1	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.12.010
2-3-2	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.12.020
2-3-3	Ord. No. 935 § 2; Ord. No. 1035 § 1; Ord. No. 1317 § 2	2.12.030
2-3-4	Ord. No. 935 § 2; Ord. No. 1035 § 2; Ord. No. 1317 § 2	2.12.040
2-3-5	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.12.050
2-3-6	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.12.060
2-3-7	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.12.070
2-4-1	Ord. No. 1317 § 2	2.16.010
2-4-2	Ord. No. 1317 § 2	2.16.020
2-4-3	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.16.030
2-4-4	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.16.040
2-4-5	Ord. No. 935 § 2; Ord. No. 1317 § 2	2.16.050
2-5-1	Ord. No. 935 § 2	2.20.010
2-5-2	Ord. No. 935 § 2; Ord. No. 997 § 1	2.20.020
2-5-3	Ord. No. 935 § 2	2.20.030
2-6-1	Ord. No. 935 § 2; Ord. No. 996 § 1; Ord. No. 1327 § 2	2.24.010
2-6-2	Ord. No. 935 § 2; Ord. No. 996 § 1	2.24.020
2-6-3	Ord. No. 935 § 2; Ord. No. 996 § 1; Ord. No. 1497 § 3	2.24.030
2-6-4	Ord. No. 935 § 2; Ord. No. 996 § 1	2.24.040
2-6-5	Ord. No. 996 § 1	2.24.050
2-7-1		Repealed by Ord. No. 1012
2-7-2		Repealed by Ord. No. 1012
2-7-3		Repealed by Ord. No. 1012
2-7-4		Repealed by Ord. No. 1012
2-7-5		Repealed by Ord. No. 1012
2-7-6		Repealed by Ord. No. 1012
2-7-7		Repealed by Ord. No. 1012
2-7-8	Ord. No. 935 § 2	2.28.010
2-7-9	Ord. No. 935 § 2	2.28.010
2-7-10	Ord. No. 935 § 2; Ord. No. 1412 § 3	2.28.010
2-7-11	Ord. No. 935 § 2; Ord. No. 1519 § 3, 2010	2.28.010
2-7-12	Ord. No. 935 § 2	2.28.010
2-7-13	Ord. No. 935 § 2	2.28.010
2-7-14	Ord. No. 935 § 2	2.28.010
2-7-15	Ord. No. 935 § 2	Not codified
2-7-16	Ord. No. 935 § 2	2.28.020

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2-7-17	Ord. No. 935 § 2	2.28.020
2-7-18	Ord. No. 935 § 2; Ord. No. 1412 § 3	2.28.020
2-7-19	Ord. No. 935 § 2; Ord. No. 1519 § 4, 2010	2.28.020
2-7-20	Ord. No. 935 § 2	2.28.020
2-7-21	Ord. No. 935 § 2	2.28.020
2-7-22	Ord. No. 935 § 2	2.28.020
2-7-23	Ord. No. 935 § 2	2.28.020
2-7-24	Ord. No. 935 § 2; Ord. No. 1281 § 3; Ord. No. 1465 § 3; Ord. No. 1467 § 3	2.28.030
2-7-25	Ord. No. 935 § 2; Ord. No. 1281 § 3; Ord. No. 1412 § 3; Ord. No. 1422 § 3; Ord. No. 1467 § 3	2.28.030
2-7-26	Ord. No. 935 § 2; Ord. No. 1281 § 3; Ord. No. 1412 § 3; Ord. No. 1465 § 3; Ord. No. 1467 § 3	2.28.030
2-7-27	Ord. No. 935 § 2; Ord. No. 1233 § 2; Ord. No. 1281 § 3; Ord. No. 1465 § 3; Ord. No. 1467 § 3; Ord. No. 1517 § 3, 2010	2.28.030
2-7-28	Ord. No. 935 § 2; Ord. No. 1281 § 3; Ord. No. 1412 § 3; Ord. No. 1467 § 3	2.28.030
2-7-29	Ord. No. 935 § 2; Ord. No. 1239 § 2; Ord. No. 1281 § 3; Ord. No. 1412 § 3; Ord. No. 1465 § 3; Ord. No. 1467 § 3	2.28.030
2-7-30	Ord. No. 935 § 2; Ord. No. 1281 § 3; Ord. No. 1465 § 3; Ord. No. 1467 § 3	2.28.030
2-7-31		Repealed by Ord. No. 1412 § 3
2-7-32		Repealed by Ord. No. 1412 § 3
2-7-33		Repealed by Ord. No. 1412 § 3
2-7-34		Repealed by Ord. No. 1412 § 3
2-7-35		Repealed by Ord. No. 1412 § 3
2-7-36		Repealed by Ord. No. 1412 § 3
2-7-37		Repealed by Ord. No. 1230 § 2
2-7-38		Repealed by Ord. No. 1412 § 3
2-7-39	Ord. No. 1139 § 2	2.28.040
2-7-40	Ord. No. 1139 § 2; Ord. No. 1412 § 3	2.28.040
2-7-41	Ord. No. 1139 § 2; Ord. No. 1412 § 3	2.28.040
2-7-42	Ord. No. 1139 § 2	2.28.040
2-7-43	Ord. No. 1139 § 2	2.28.040
2-7-44	Ord. No. 1139 § 2	2.28.040
2-7-45	Ord. No. 1139 § 2	2.28.040
2-7-46	Ord. No. 935 § 2; Ord. No. 1004 § 1	Not codified
2-7-47	Ord. No. 935 § 2	2.28.050
2-7-48	Ord. No. 935 § 2	2.28.050
2-7-49	Ord. No. 935 § 2	2.28.050
2-7-50	Ord. No. 935 § 2	2.28.050
2-7-51	Ord. No. 935 § 2	2.28.050
2-7-52	Ord. No. 935 § 2; Ord. No. 1035 § 7	2.28.050
2-7-53	Ord. No. 935 § 2	2.28.060
2-7-54	Ord. No. 1044 § 2	2.28.060
2-7-55	Ord. No. 1044 § 2	2.28.060
2-7-56	Ord. No. 1044 § 2; Ord. No. 1519 § 5, 2010	2.28.060
2-7-57	Ord. No. 1044 § 2	2.28.060

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2-7-58	Ord. No. 1044 § 2	2.28.060
2-7-59	Ord. No. 1044 § 2	2.28.060
2-7-60	Ord. No. 1044 § 2	2.28.060
2-7-61	Ord. No. 1044 § 2	2.28.060
2-7-62	Ord. No. 1044 § 2	2.28.060
2-7-63	Ord. No. 1044 § 2	2.28.060
2-7-64	Ord. No. 1044 § 2	2.28.060
2-7-65	Ord. No. 1044 § 2	2.28.060
2-7-66	Ord. No. 1044 § 2	2.28.060
2-7-67	Ord. No. 1044 § 2	2.28.060
2-7-68	Ord. No. 1044 § 2	2.28.060
2-7-69	Ord. No. 1044 § 2	2.28.060
2-7-70	Ord. No. 1044 § 2	2.28.060
2-7-71	Ord. No. 1044 § 2	2.28.060
2-7-72	Ord. No. 1044 § 2	2.28.060
2-7-73	Ord. No. 1044 § 2	2.28.060
2-7-74	Ord. No. 1044 § 2	2.28.060
2-7-75	Ord. No. 1044 § 2	2.28.060
2-7-76	Ord. No. 1044 § 2	2.28.060
2-7-77	Ord. No. 1044 § 2	2.28.060
2-7-78	Ord. No. 1044 § 2	2.28.060
2-7-79	Ord. No. 1044 § 2	2.28.060
2-7-80	Ord. No. 1044 § 2	2.28.060
2-7-81	Ord. No. 1035 § 9	2.28.080
2-7-82	Ord. No. 1035 § 9; Ord. No. 1412 § 3	2.28.080
2-7-83	Ord. No. 1035 § 9; Ord. No. 1412 § 3	2.28.080
2-7-84	Ord. No. 1035 § 9	2.28.080
2-7-85	Ord. No. 1035 § 9	2.28.080
2-7-86	Ord. No. 1239 § 2; Ord. No. 1035 § 9	2.28.080
2-7-87	Ord. No. 1035 § 9	2.28.080
2-8-1	Ord. No. 935 § 2	2.28.090
2-9-1	Ord. No. 1013 § 1	2.28.100
2-10-1	Ord. No. 1066 § 1; Ord. No. 1337 § 2	2.28.110
2-11-1		Repealed by Ord. No. 1281 § 2
2-11-2		Repealed by Ord. No. 1281 § 2
2-11-3		Repealed by Ord. No. 1281 § 2
2-11-4		Repealed by Ord. No. 1281 § 2
2-11-5		Repealed by Ord. No. 1281 § 2
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2-11-7		Repealed by Ord. No. 1281 § 2
2-11-8		Repealed by Ord. No. 1281 § 2
2-11-9		Repealed by Ord. No. 1281 § 2
2-11-10		Repealed by Ord. No. 1281 § 2
2-11-11		Repealed by Ord. No. 1281 § 2
2-11-12		Repealed by Ord. No. 1281 § 2
2-11-13		Repealed by Ord. No. 1281 § 2
2-11-14		Repealed by Ord. No. 1281 § 2
2-11-15		Repealed by Ord. No. 1281 § 2

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2-11-16		Repealed by Ord. No. 1281 § 2
2-11-17		Repealed by Ord. No. 1281 § 2
2A-1	Ord. No. 945 § 1	13.56.010
2A-2	Ord. No. 945 § 1	13.56.020
3-1-1	Ord. No. 1206 § 3; Ord. No. 1356 § 5	6.04.010
3-1-2	Ord. No. 1206 § 3; Ord. No. 1356 § 5	6.04.020
3-1-3	Ord. No. 986 § 2; Ord. No. 1356 § 5	6.04.060
3-2-1	Ord. No. 986 § 2	6.04.030
3-3-1	Ord. No. 1109; Ord. No. 1289 § 2	6.04.040
3-3-2	Ord. No. 1109	6.04.040
3-3-4	Ord. No. 1109	6.04.050
3-4-1	Ord. No. 1323	6.08.010
3-4-2	Ord. No. 1323	6.08.020
3-4-3	Ord. No. 1323	6.08.030
3-4-4	Ord. No. 1323	6.08.040
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3-4-6	Ord. No. 1323	6.08.060
3-4-7	Ord. No. 1323	6.08.070
3-4-8	Ord. No. 1323	6.08.080
3-4-9	Ord. No. 1323	6.08.090
3-4-10	Ord. No. 1323	6.08.100
3-4-11	Ord. No. 1323	6.08.110
4.1	Ord. No. 462 § 1	5.32.010
4.2	Ord. No. 462 § 2	5.32.020
4.3	Ord. No. 462 § 4	5.32.030
4.4	Ord. No. 462 § 3	5.32.040
4.5	Ord. No. 462 § 3	5.32.050
4.6	Ord. No. 462 § 5	5.32.060
4.7	Ord. No. 462 § 6	5.32.070
4.8	Ord. No. 462 § 7	5.32.080
4.9	Ord. No. 462 § 8	5.32.090
4.10	Ord. No. 462 § 9	5.32.100
4.11	Ord. No. 462 § 10	5.32.110
4.12	Ord. No. 462 § 11	5.32.120
4.13	Ord. No. 462 § 12	5.32.130
4.14	Ord. No. 462 § 13	5.32.140
5.1	Ord. No. 633 § 1; Ord. No. 1542 § 4, 2012	10.24.010
5.1-1	Ord. No. 839 § 1	10.24.020
5.2	Ord. No. 633 § 1; Ord. No. 717 § 1	Repealed by Ord. No. 1543
5.3	Ord. No. 633 § 1; Ord. No. 647 § 1; Ord. No. 873 § 1	Repealed by Ord. No. 1543
5.4	Ord. No. 633 § 1; Ord. No. 839 § 2; Ord. No. 873 § 1; Ord. No. 881 § 1	Repealed by Ord. No. 1543
5.5	Ord. No. 633 § 1; Ord. No. 873 § 1	Repealed by Ord. No. 1543
5.6	Ord. No. 839 § 3	Repealed by Ord. No. 1543
5.7	Ord. No. 633 § 1; Ord. No. 647 § 1; Ord. No. 858 § 1; Ord. No. 873 § 1	Repealed by Ord. No. 1543
5.8	Ord. No. 633 § 1; Ord. No. 647 § 1; Ord. No. 873 § 1	Repealed by Ord. No. 1543
5.9	Ord. No. 633 § 1	Repealed by Ord. No. 1543

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5.10	Ord. No. 633 § 1	Repealed by Ord. No. 1543
5.11	Ord. No. 633 § 1	10.24.030
5.12	Ord. No. 633 § 1	10.24.040
5.13	Ord. No. 633 § 1	10.24.050
5.14	Ord. No. 633 § 1	10.24.060
5.15	Ord. No. 633 § 1	10.24.070
5.16	Ord. No. 633 § 1; Ord. No. 839 § 4	10.24.080
5.17	Ord. No. 633 § 2	10.24.090
5.18	Ord. No. 633 § 2; Ord. No. 717 § 2	10.24.100
5.19	Ord. No. 633 § 2; Ord. No. 717 § 3	10.24.110
5.20	Ord. No. 717 § 4; Ord. No. 873 § 1; Ord. No. 1543 § 2, 2012	10.24.120
5.21	Ord. No. 839 § 5	10.24.130
5.22	Ord. No. 839 § 5	10.24.140
5.23	Ord. No. 839 § 5	Repealed by Ord. No. 1543
5.24	Ord. No. 839 § 5	10.24.150(A)
5.25	Ord. No. 839 § 5	10.24.150(B)
5.26	Ord. No. 839 § 5	10.24.150(C)
5.27	Ord. No. 839 § 5	10.24.150(D)
5.28	Ord. No. 839 § 5	10.24.150(E)
5.29	Ord. No. 839 § 5	10.24.160
5.30	Ord. No. 839 § 5	10.24.170
5.31	Ord. No. 839 § 6	10.24.180
5A.1	Ord. No. 895 § 2; Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.010
5A.2	Ord. No. 895 § 2; Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.020
5A.3	Ord. No. 895 § 2; Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.030
5A.4	Ord. No. 895 § 2; Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.040
5A.5	Ord. No. 895 § 2; Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.050
5A.6	Ord. No. 895 § 2; Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.060
5A.7	Ord. No. 895 § 2; Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.070
5A.8	Ord. No. 895 § 2; Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.080
5A.9	Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.090
5A.10	Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.100
5A.11	Ord. No. 1074; Ord. No. 1535 § 3, 2011	5.36.110
5A.12	Ord. No. 895 § 2; Ord. No. 1535 § 3, 2011	5.36.120
5A.13	Ord. No. 895 § 2; Ord. No. 1535 § 3, 2011	5.36.130
5A.14	Ord. No. 895 § 2; Ord. No. 1535 § 3, 2011	5.36.140
5B.1	Ord. No. 1535 § 4, 2011	5.40.010
5B.2	Ord. No. 1535 § 4, 2011	5.40.020
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5B.4	Ord. No. 1535 § 4, 2011	5.40.040
5B.5	Ord. No. 1535 § 4, 2011	5.40.050
5B.6	Ord. No. 1535 § 4, 2011	5.40.060
5B.7	Ord. No. 1535 § 4, 2011	5.40.070
5B.8	Ord. No. 1535 § 4, 2011	5.40.080
5B.9	Ord. No. 1535 § 4, 2011	5.40.090
5B.10	Ord. No. 1535 § 4, 2011	5.40.100

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6-1	Ord. No. 1486; Ord. No. 1522 §§ 8—13, 2010; Ord. No. 1523 § 4, 2010; Ord. No. 1556 § 8, 2013; Ord. No. 1557 § 4, 2013; Ord. No. 1605 § 4, 2016	15.04.010
6-1-1	Ord. No. 1486; Ord. No. 1523 § 4, 2010; Ord. No. 1556 § 8, 2013; Ord. No. 1557 § 4, 2013; Ord. No. 1605 § 4, 2016	15.04.020
6-1-2	Ord. No. 1486; Ord. No. 1522 § 7, 2010; Ord. No. 1523 § 4, 2010; Ord. No. 1556 § 7, 2013; Ord. No. 1557 § 4, 2013; Ord. No. 1603 § 7, 2016; Ord. No. 1605 § 4, 2016	15.04.030
6-1-3	Ord. No. 1486; Ord. No. 1523 § 4, 2010; Ord. No. 1557 § 4, 2013; Ord. No. 1605 § 4, 2016	15.04.040
6-1-4	Ord. No. 1486; Ord. No. 1523 § 4, 2010; Ord. No. 1557 § 4, 2013; Ord. No. 1605 § 4, 2016	15.04.050
6-1-5	Ord. No. 1486; Ord. No. 1523 § 4, 2010; Ord. No. 1557 § 4, 2013; Ord. No. 1605 § 4, 2016	15.04.060
6-1-6	Ord. No. 1486; Ord. No. 1523 § 4, 2010; Ord. No. 1557 § 4, 2013; Ord. No. 1605 § 4, 2016	15.04.070
6-1-7	Ord. No. 1486; Ord. No. 1523 § 4, 2010; Ord. No. 1557 § 4, 2013; Ord. No. 1605 § 4, 2016	15.04.080
6-1-8	Ord. No. 1486; Ord. No. 1523 § 4, 2010; Ord. No. 1557 § 4, 2013; Ord. No. 1605 § 4, 2016	15.04.090
6-1-9	Ord. No. 1486; Ord. No. 1522 § 8, 2010; Ord. No. 1523 § 4, 2010; Ord. No. 1556 § 8, 2013; Ord. No. 1557 § 4, 2013; Ord. No. 1603 § 8, 2016; Ord. No. 1605 § 4, 2016	15.04.100
6-1-10	Ord. No. 1486; Ord. No. 1523 § 4, 2010; Ord. No. 1557 § 4, 2013; Ord. No. 1603 §§ 7, 8, 2016; Ord. No. 1605 § 4, 2016	15.04.110
6-2-1	Ord. No. 1342; Ord. No. 1125	15.08.010
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6-2-3	Ord. No. 1342; Ord. No. 1125	15.08.030
6-2-4	Ord. No. 1342; Ord. No. 1125	15.08.040
6-2-5	Ord. No. 1342; Ord. No. 1125	15.08.050
6-2-6	Ord. No. 1342; Ord. No. 1125	15.08.060
6-2-7	Ord. No. 1342; Ord. No. 1125	15.08.070
6-2-8	Ord. No. 1342; Ord. No. 1125	15.08.080
6-2-9	Ord. No. 1342; Ord. No. 1125	15.08.090
6-2-10	Ord. No. 1342; Ord. No. 1125	15.08.100
6-2-11	Ord. No. 1342; Ord. No. 1125	15.08.110
6-2-12	Ord. No. 1342; Ord. No. 1125	15.08.120
6-2-13	Ord. No. 1342; Ord. No. 1125	15.08.130
6-2-14	Ord. No. 1342; Ord. No. 1125	15.08.140
6-2-15	Ord. No. 1342; Ord. No. 1125	15.08.150
6-2-16	Ord. No. 1342	15.08.160
6-2-17	Ord. No. 1342	15.08.170
6-2-18	Ord. No. 1342	15.08.180
6-2-19	Ord. No. 1342	15.08.190
6-2-20	Ord. No. 1342	15.08.200
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6-3-1	Ord. No. 1353 § 2	15.12.010
6-3-2	Ord. No. 1353 § 2	15.12.020
6-3-3	Ord. No. 1353 § 2	15.12.030
6-3-4	Ord. No. 1353 § 2; Ord. No. 1515 § 2, 2010	15.12.040
6-3-5	Ord. No. 1353 § 2	15.12.050
6-3-6	Ord. No. 1353 § 2	15.12.060
6-3-7	Ord. No. 1353 § 2	15.12.070
6-3-8	Ord. No. 1353 § 2	15.12.080
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6A-1-10	Ord. No. 1256; Ord. No. 1393 § 3	15.16.010
6A-1-20	Ord. No. 1256; Ord. No. 1393 § 3	15.16.020
6A-2-10	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1633 § 2	15.16.030
6A-3-10	Ord. No. 1256; Ord. No. 1393 § 3	15.16.040
6A-3-20	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1633 § 3	15.16.050
6A-3-25	Ord. No. 1256; Ord. No. 1363	Repealed by Ord. No. 1393
6A-3-30	Ord. No. 1256; Ord. No. 1357; Ord. No. 1393 § 3; Ord. No. 1487 § 3; Ord. No. 1633 §§ 4, 5	15.16.060
6A-3-40	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1487 § 3	15.16.070
6A-4-10	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1487 § 3; Ord. No. 1633 § 6	15.16.080
6A-4-20	Ord. No. 1256; Ord. No. 1393 § 3	15.16.090
6A-4-30	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1487 § 3; Ord. No. 1633 § 7	15.16.100
6A-4-40	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1487 § 3	15.16.110
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6A-4-60	Ord. No. 1256; Ord. No. 1393 § 3	15.16.130
6A-5-10	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1487 § 3; Ord. No. 1633 § 9	15.16.140
6A-5-20	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1487 § 3	Repealed by Ord. No. 1633
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6A-5-50	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1487 § 3; Ord. No. 1633 § 12	15.16.170
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6A-5-70	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1633 § 12	15.16.190
6A-6-10	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1487 § 3; Ord. No. 1633 § 13	15.16.210
6A-6-20	Ord. No. 1256; Ord. No. 1393 § 3; Ord. No. 1633 § 13	15.16.220
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6B-040	Ord. No. 1501 § 5, 2008	15.20.040
6B-050	Ord. No. 1501 § 5, 2008	15.20.050
6B-060	Ord. No. 1501 § 5, 2008	15.20.060
6B-070	Ord. No. 1501 § 5, 2008	15.20.070
6B-080	Ord. No. 1501 § 5, 2008	15.20.080
6B-090	Ord. No. 1501 § 5, 2008	15.20.090
6B-100	Ord. No. 1501 § 5, 2008	15.20.100
6B-110	Ord. No. 1501 § 5, 2008; Ord. No. 1528 § 4, 2011; Ord. No. 1550 § 4, 2013; Ord. No. 1585 § 4, 2015; Ord. No. 1618 § 4	15.20.110
7-1	Ord. No. 1267 § 1	9.48.010
7-2	Ord. No. 1267 § 1; Ord. No. 1590 § 1, 2015	9.48.020
7-3	Ord. No. 1267 § 1; Ord. No. 1590 § 2, 2015	9.48.030
7-4	Ord. No. 1267 § 1; Ord. No. 1590 § 3, 2015	9.48.040
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8-1	Ord. No. 825 § 1	13.52.010
8-2	Ord. No. 825 § 2	13.52.020
8-3	Ord. No. 825 § 3	13.52.030(A)
8-4	Ord. No. 825 § 4	13.52.030(B)
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8A.030	Ord. No. 1097 § 1	13.64.030
8A.040	Ord. No. 1097 § 1	13.64.040
8A.050	Ord. No. 1097 § 1	13.64.050
8A.060	Ord. No. 1097 § 1	13.64.060
8A.070	Ord. No. 1097 § 1	13.64.070
8A.080	Ord. No. 1097 § 1	13.64.080
8A.090	Ord. No. 1097 § 1	13.64.090
8A.100	Ord. No. 1097 § 1	13.64.100
8A.110	Ord. No. 1097 § 1	13.64.110
8A.120	Ord. No. 1097 § 1	13.64.120
8A.130	Ord. No. 1097 § 1	13.64.130
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8A.150	Ord. No. 1097 § 1	13.64.150
8A.160	Ord. No. 1097 § 1	13.64.160
8A.170	Ord. No. 1097 § 1	13.64.170

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8A.210	Ord. No. 1097 § 1	13.64.210
8A.215	Ord. No. 1097 § 1	13.64.215
8A.220	Ord. No. 1097 § 1	13.64.220
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8A.250	Ord. No. 1097 § 1	13.64.250
8A.260	Ord. No. 1097 § 1	13.64.260
8A.270	Ord. No. 1097 § 1	13.64.270
8A.280	Ord. No. 1097 § 1	13.64.280
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8A.420	Ord. No. 1097 § 1	13.64.420
8A.430	Ord. No. 1097 § 1	13.64.430
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8A.450	Ord. No. 1097 § 1	13.64.450
8A.460	Ord. No. 1097 § 1	13.64.460
8A.470	Ord. No. 1097 § 1	13.64.470
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8A.490	Ord. No. 1097 § 1	13.64.490
8A.500	Ord. No. 1097 § 1	13.64.500
8A.510	Ord. No. 1097 § 1	13.64.510
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8A.680	Ord. No. 1480 § 6	13.64.680
8A.690	Ord. No. 1480 § 1	13.64.690
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9-3	Ord. No. 1489	Repealed by Ord. No. 1522
9-4	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.030
9-5	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.040
9-6	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.050
9-7	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.060
9-8	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.070
9-9	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080
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9-9-2	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(B)
9-9-3	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(C)
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9-9-5	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
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9-9-7	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
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9-9-10	Ord. No. 1489; Ord. No. 1522; Ord. No. 1556	Repealed by Ord. No. 1603
9-9-11	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(D)
9-9-12	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(E)
9-9-13	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
9-9-14	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(F)
9-9-15	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
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9-9-18	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(H)
9-9-19	Ord. No. 1489	Repealed by Ord. No. 1522
9-9-20	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
9-9-21	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
9-9-22	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(I)
9-9-23	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(J)
9-9-24	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(K)
9-9-25	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(L)
9-9-26	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.080(M)
9-9-27	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
9-9-28	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
9-9-29	Ord. No. 1489; Ord. No. 1522	Repealed by Ord. No. 1556
9-10-1	Ord. No. 1489 § 5	8.20.090(A)
9-10-2	Ord. No. 1489 § 5	8.20.090(B)
9-10-3	Ord. No. 1489 § 5	8.20.090(C)
9-10-4	Ord. No. 1489 § 5	8.20.090(D)
9-10-5	Ord. No. 1489 § 5	8.20.090(E)
9-10-6	Ord. No. 1489 § 5	8.20.090(F)
9-10-7	Ord. No. 1489 § 5	8.20.090(G)
9-10-8	Ord. No. 1489 § 5	8.20.090(H)
9-10-9	Ord. No. 1489 § 5	8.20.090(I)
9-11	Ord. No. 1489 § 5; Ord. No. 1522 § 4, 2010; Ord. No. 1556 § 4, 2013, Ord. No. 1603 § 4, 2016	8.20.100
9-12	Ord. No. 1506 § 2, 2009	Repealed by Ord. No. 1532
9-13	Ord. No. 1506 § 2, 2009	Repealed by Ord. No. 1532
9A-1	Ord. No. 1559 § 2, 2014	8.24.010
9A-2	Ord. No. 1559 § 2, 2014	8.24.020
9A-3	Ord. No. 1559 § 2, 2014	8.24.030
9A-4	Ord. No. 1559 § 2, 2014	8.24.040
9A-5	Ord. No. 1559 § 2, 2014	8.24.050
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9A-7	Ord. No. 1559 § 2, 2014	8.24.070
9A-8	Ord. No. 1559 § 2, 2014	8.24.080
10-1	Ord. No. 1384	8.12.010
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11-1-2	Ord. No. 1043 § 1	8.16.020
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11-1-10	Ord. No. 1043 § 1	8.16.100
11-1-11	Ord. No. 1043 § 1	8.16.110
11-1-12	Ord. No. 1043 § 1	8.16.120
11-1-13	Ord. No. 1043 § 1	8.16.130
11-1-14	Ord. No. 1043 § 1	8.16.140
11-1-15	Ord. No. 1043 § 1	8.16.150
11-1-16	Ord. No. 1043 § 1	8.16.160
11-1-17	Ord. No. 1043 § 1	8.16.170
11-1-18	Ord. No. 1043 § 1	8.16.180
11-1-19	Ord. No. 1043 § 1	8.16.190
11-1-20	Ord. No. 1043 § 1	8.16.200
11-1-21	Ord. No. 1043 § 1	8.16.210
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12A-1-1	Ord. 1002; Ord. No. 1004 § 2	15.24.010
12A-2-1	Ord. 1002; Ord. No. 1004 § 2	15.24.020(A)
12A-2-2	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1412 § 3	15.24.020(B)
12A-2-3	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1412 § 3	15.24.020(C)
12A-2-4	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1519 § 6, 2010	15.24.020(D)
12A-2-5	Ord. 1002; Ord. No. 1004 § 2	15.24.020(E)
12A-2-6	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1412 § 3	15.24.020(F)
12A-3-1	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 3	15.24.030(A)
12A-3-2	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 3	15.24.030(B)
12A-3-3	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1261 § 2; Ord. No. 1310 § 3	15.24.030(C)
12A-4-1	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(A)
12A-4-2	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(B)
12A-4-3	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(C)
12A-4-4	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(D)
12A-4-5	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(E)
12A-4-6	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(F)
12A-4-7	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(G)
12A-4-8	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(H)
12A-4-9	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 4	15.24.040(I)
12A-5-1	Ord. 1002; Ord. No. 1004 § 2	15.24.050
12A-6-1	Ord. 1002; Ord. No. 1004 § 2	15.24.060(A)
12A-6-2	Ord. 1002; Ord. No. 1004 § 2	15.24.060(B)
12A-6-3	Ord. 1002; Ord. No. 1004 § 2; Ord. No. 1310 § 5	15.24.060(C)
12A-7-1	Ord. 1002; Ord. No. 1229 § 2; Ord. No. 1310 § 6	15.24.070(A)
12A-7-2	Ord. 1002; Ord. No. 1229 § 2; Ord. No. 1310 § 6	15.24.070(B)
12A-7-3	Ord. 1002; Ord. No. 1229 § 2; Ord. No. 1310 § 6	15.24.070(C)
12B-1-1	Ord. No. 935 § 6	2.40.010
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13-1-2	Ord. No. 1006 § 2	5.04.010
13-1-3	Ord. No. 1006 § 2; Ord. No. 1304 § 2	5.04.010
13-1-4	Ord. No. 1006 § 2	5.04.010

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13-1-5	Ord. No. 1006 § 2	5.04.010
13-1-6	Ord. No. 1006 § 2	5.04.010
13-1-7	Ord. No. 1006 § 2; Ord. No. 1228 § 1	5.04.020
13-1-8	Ord. No. 1006 § 2; Ord. No. 1228 § 1	5.04.020
13-1-9	Ord. No. 1006 § 2; Ord. No. 1304 § 3	5.04.030
13-1-10	Ord. No. 1006 § 2; Ord. No. 1304 § 4	5.04.030
13-1-11	Ord. No. 1006 § 2	5.04.030
13-1-12	Ord. No. 1006 § 2; Ord. No. 1304 § 5	5.04.030
13-1-13	Ord. No. 1006 § 2; Ord. No. 1304 § 6	5.04.030
13-1-14	Ord. No. 1006 § 2; Ord. No. 1304 § 7; Ord. No. 1513 § 2, 2009	5.04.040
13-1-15	Ord. No. 1006 § 2; Ord. No. 1228 § 3	5.04.040
13-1-16	Ord. No. 1006 § 2; Ord. No. 1228 § 4	5.04.040
13-1-17	Ord. No. 1006 § 2	5.04.040
13-1-18	Ord. No. 1006 § 2	5.04.040
13-1-19	Ord. No. 1006 § 2; Ord. No. 1304 § 8	5.04.040
13-1-20	Ord. No. 1006 § 2	5.04.050
13-1-21	Ord. No. 1006 § 2; Ord. No. 1513 § 3, 2009	5.04.050
13-1-22	Ord. No. 1006 § 2; Ord. No. 1228 § 5	5.04.050
13-1-23	Ord. No. 1006 § 2	5.04.050
13-1-24	Ord. No. 1006 § 2	5.04.050
13-1-25	Ord. No. 1006 § 2; Ord. No. 1304 § 9	5.04.060
13-1-26	Ord. No. 1006 § 2	5.04.060
13-1-27	Ord. No. 1006 § 2	5.04.060
13-1-28	Ord. No. 1088	5.04.060
13-1-29	Ord. No. 1006 § 2	5.04.070
13-1-30	Ord. No. 1006 § 2	5.04.070
13-1-31	Ord. No. 1006 § 2	5.04.070
13-1-32	Ord. No. 1006 § 2; Ord. No. 1304 § 10	5.04.080
13-1-33	Ord. No. 1006 § 2; Ord. No. 1228 § 6; Ord. No. 1427 § 3; Ord. No. 1455 § 3	5.04.080
13-1-34	Ord. No. 1006 § 2; Ord. No. 1228 § 7	5.04.080
13-1-35	Ord. No. 1006 § 2	5.04.080
13-2-1	Ord. No. 1065 § 2	5.08.010
13-2-2	Ord. No. 1065 § 2	5.08.020
13-2-3	Ord. No. 1065 § 2	5.08.030
13-2-4	Ord. No. 1065 § 2	5.08.030
13-2-5	Ord. No. 1065 § 2	5.08.030
13-2-6	Ord. No. 1065 § 2	5.08.040
13-3-1	Ord. No. 1006 § 2	5.12.010
13-3-2	Ord. No. 1006 § 2	5.12.020
13-3-3	Ord. No. 1006 § 2	5.12.030
13-3-4	Ord. No. 1006 § 2	5.12.040
13-3-5	Ord. No. 1006 § 2	5.12.050
13-3-6	Ord. No. 1006 § 2	5.12.060
13-4-1		Repealed by Ord. No. 1123
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13-4-4		Repealed by Ord. No. 1123
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13-4-6		Repealed by Ord. No. 1123
13-4-7		Repealed by Ord. No. 1123
13-4-8		Repealed by Ord. No. 1123
13-4-9		Repealed by Ord. No. 1123
13-4-10		Repealed by Ord. No. 1123
13-5-1	Ord. No. 1188 § 2	5.16.010
13-5-2	Ord. No. 1188 § 2	5.16.020
13-5-3	Ord. No. 1188 § 2	5.16.030
13-5-4	Ord. No. 1188 § 2	5.16.040
13-5-5	Ord. No. 1188 § 2	5.16.050
13-5-6	Ord. No. 1188 § 2	5.16.060
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13-5-8	Ord. No. 1188 § 2	5.16.080
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13-5-10	Ord. No. 1188 § 2	5.16.100
13-5-11	Ord. No. 1188 § 2	5.16.110
13-5-12	Ord. No. 1188 § 2	5.16.120
13-5-13	Ord. No. 1188 § 2	5.16.130
13-5-14	Ord. No. 1188 § 2	5.16.140
13-5-15	Ord. No. 1188 § 2	5.16.150
13-5-16	Ord. No. 1188 § 2	5.16.160
13-5-17	Ord. No. 1188 § 2	5.16.170
13-5-18	Ord. No. 1188 § 2	5.16.180
13-5-19	Ord. No. 1188 § 2	5.16.190
13-5-20	Ord. No. 1188 § 2	5.16.200
13-5-21	Ord. No. 1188 § 2	5.16.210
13-5-22	Ord. No. 1188 § 2; Ord. No. 1311 § 2	5.16.220
13-6-1	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.010
13-6-2	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.020
13-6-3	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.030
13-6-4	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.040
13-6-5	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.040
13-6-6	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.040
13-6-7	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.050
13-6-8	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.050
13-6-9	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.050
13-6-10	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.050
13-6-11	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.060
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13-6-13	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.080
13-6-14	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.090
13-6-15	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.090
13-6-16	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.100
13-6-17	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.110
13-6-18	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.120
13-6-19	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.130

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13-6-20	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.140
13-6-21	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.150
13-6-22	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.160
13-6-23	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.170
13-6-24	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.180
13-6-25	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.190
13-6-26	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.200
13-6-27	Ord. No. 1269; Ord. No. 1507 § 3, 2009	5.20.210
13-6-28	Ord. No. 1507 § 3, 2009	5.20.220
13-6-29	Ord. No. 1507 § 3, 2009	5.20.230
13-7-1	Ord. No. 1490 § 5	5.24.120
13-7-2	Ord. No. 1490 § 5	5.24.130
13-7-3	Ord. No. 1490 § 5	5.24.140
13-7-4	Ord. No. 1490 § 5	5.24.150
13-7-5	Ord. No. 1490 § 5	5.24.160
13-7-6	Ord. No. 1490 § 5	5.24.170
13A-1-01	Ord. No. 1630 § 1	5.28.010
13A-1-02	Ord. No. 1630 § 1	5.28.020
13A-1-03	Ord. No. 1630 § 1	5.28.030
13A-1-04	Ord. No. 1630 § 1	5.28.040
13A-1-05	Ord. No. 1630 § 1	5.28.050
13A-1-06	Ord. No. 1630 § 1	5.28.060
13A-1-07	Ord. No. 1630 § 1	5.28.070
13A-1-08	Ord. No. 1630 § 1	5.28.080
13A-1-09	Ord. No. 1630 § 1	5.28.090
13A-1-10	Ord. No. 1630 § 1	5.28.100
13A-2-01	Ord. No. 1630 § 1	5.28.110
13A-2-02	Ord. No. 1630 § 1	5.28.120
13A-2-03	Ord. No. 1630 § 1	5.28.130
13A-2-04	Ord. No. 1630 § 1	5.28.140
13A-3-01	Ord. No. 1630 § 1	5.28.150
13A-3-02	Ord. No. 1630 § 1	5.28.160
13A-3-03	Ord. No. 1630 § 1	5.28.170
13A-3-04	Ord. No. 1630 § 1	5.28.180
13A-3-05	Ord. No. 1630 § 1	5.28.190
13A-3-06	Ord. No. 1630 § 1	5.28.200
13A-3-07	Ord. No. 1630 § 1	5.28.210
13A-3-08	Ord. No. 1630 § 1	5.28.220
13A-3-09	Ord. No. 1630 § 1	5.28.230
13A-3-10	Ord. No. 1630 § 1	5.28.240
13A-4-01	Ord. No. 1630 § 1	5.28.250
13A-4-02	Ord. No. 1630 § 1	5.28.260
13A-4-03	Ord. No. 1630 § 1	5.28.270
13A-4-04	Ord. No. 1630 § 1	5.28.280
13A-4-05	Ord. No. 1630 § 1	5.28.290
13A-4-06	Ord. No. 1630 § 1	5.28.300
13A-4-07	Ord. No. 1630 § 1	5.28.310
13A-4-08	Ord. No. 1630 § 1	5.28.320

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13A-4-09	Ord. No. 1630 § 1	5.28.330
13A-4-10	Ord. No. 1630 § 1	5.28.340
13A-4-11	Ord. No. 1630 § 1	5.28.350
14-1-1	Ord. No. 938 § 1	10.04.010
14-1-2	Ord. No. 938 § 1	10.04.020
14-1-3	Ord. No. 938 § 1	10.04.030
14-1-4	Ord. No. 938 § 1	10.04.030
14-1-5	Ord. No. 938 § 1	10.04.030
14-1-6	Ord. No. 938 § 1	10.04.030
14-1-7	Ord. No. 938 § 1	10.04.030
14-1-8	Ord. No. 938 § 1	10.04.030
14-1-9	Ord. No. 938 § 1	10.04.030
14-1-10	Ord. No. 938 § 1	10.04.030
14-1-11	Ord. No. 938 § 1	10.04.030
14-1-12	Ord. No. 938 § 1	10.04.030
14-1-13	Ord. No. 938 § 1	10.04.030
14-1-14	Ord. No. 938 § 1	10.04.030
14-1-15	Ord. No. 938 § 1	10.04.030
14-1-16	Ord. No. 938 § 1	10.04.030
14-1-17	Ord. No. 938 § 1	10.04.030
14-1-18	Ord. No. 1457 § 3	10.04.030
14-1-19	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-20	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-21	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-22	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-23	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-24	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-25	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-26	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-27	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-28	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-29	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-30	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-1-31	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.04.030
14-2-1	Ord. No. 938 § 1	10.04.040
14-2-2	Ord. No. 938 § 1	10.04.050
14-2-3	Ord. No. 938 § 1	10.04.060
14-2-4	Ord. No. 938 § 1	10.04.070
14-2-5	Ord. No. 938 § 1	10.04.080(A)
14-2-6	Ord. No. 938 § 1; Ord. No. 1111 § 1	10.04.080(B)
14-2-7	Ord. No. 938 § 1	10.04.080(C)
14-2-8	Ord. No. 1139 § 2	10.04.090(A)
14-2-9	Ord. No. 1139 § 2	10.04.090(B)
14-2-10	Ord. No. 938 § 1	10.04.090(C)
14-2-11	Ord. No. 938 § 1	10.04.090(D)
14-3-1	Ord. No. 938 § 1	10.04.100(A)
14-3-2	Ord. No. 938 § 1	10.04.100(B)
14-3-3	Ord. No. 938 § 1	10.04.100(C)

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14-3-4	Ord. No. 938 § 1	10.04.100(D)
14-3-5	Ord. No. 938 § 1	10.04.100(E)
14-3-6	Ord. No. 938 § 1	10.04.100(F)
14-3-7	Ord. No. 938 § 1	10.04.110
14-3-8	Ord. No. 938 § 1	10.04.120
14-3-9	Ord. No. 938 § 1	10.04.130
14-3-10	Ord. No. 938 § 1	10.04.140
14-3-11	Ord. No. 938 § 1	10.04.150
14-3-12	Ord. No. 938 § 1	10.04.160
14-3-13	Ord. No. 1241 § 4	10.04.170
14-3-14	Ord. No. 1241 § 4	10.04.180
14-4-1	Ord. No. 938 § 1	10.04.190
14-4-2	Ord. No. 938 § 1	10.04.200
14-4-3	Ord. No. 938 § 1	10.04.210
14-4-4	Ord. No. 938 § 1	10.04.220
14-5-1	Ord. No. 1111 § 2	10.08.010(A)
14-5-2	Ord. No. 1111 § 2	10.08.010(B)
14-5-3	Ord. No. 1111 § 2	10.08.010(C)
14-6-1	Ord. No. 938 § 1	10.08.020
14-6-2	Ord. No. 938 § 1	10.08.030
14-6-3	Ord. No. 938 § 1	10.08.040
14-6-4	Ord. No. 1413 § 3	10.08.050
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14-6-6	Ord. No. 938 § 1	10.08.070
14-6-7	Ord. No. 938 § 1	10.08.080
14-6-8	Ord. No. 938 § 1	10.08.090
14-6-9	Ord. No. 938 § 1; Ord. No. 1410 § 3; Ord. No. 1424 § 3; Ord. No. 1491 § 3; Ord. No. 1526 § 4, 2011	10.08.100
14-6-10	Ord. No. 938 § 1; Ord. No. 1128 § 1	10.08.110
14-6-11	Ord. No. 938 § 1	10.08.120
14-6-12	Ord. No. 938 § 1	10.08.130
14-6-13	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.08.140
14-6-14	Ord. No. 1320 § 2; Ord. No. 1457 § 3	10.08.150
14-7-1	Ord. No. 1111 § 3; Ord. No. 1620 § 3, 2017	10.08.160(A)
14-7-2	Ord. No. 938 § 1	Repealed by Ord. No. 1111
14-7-3	Ord. No. 1111 § 5	10.08.160(B)
14-7-4	Ord. No. 1111 § 6	10.08.160(C)
14-7-5	Ord. No. 938 § 1	10.08.170
14-7-6	Ord. No. 938 § 1	Repealed by Ord. No. 1111
14-7-7	Ord. No. 938 § 1	10.08.180
14-7-8	Ord. No. 938 § 1	10.08.190
14-7-8.1	Ord. No. 1620 § 4, 2017	10.08.160(D)
14-7-9	Ord. No. 1111 § 8	10.08.200
14-7-10	Ord. No. 1221 § 6	10.08.210(A)
14-7-10.1	Ord. No. 1221 § 6	10.08.210(B)
14-7-10.2	Ord. No. 1221 § 6	10.08.210(C)
14-7-10.3	Ord. No. 1221 § 6	10.08.210(D)
14-7-10.4	Ord. No. 1221 § 6	10.08.220(A)

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14-7-10.6	Ord. No. 1221 § 6	10.08.210(E)
14-7-10.7	Ord. No. 1221 § 6	10.08.220(C)
14-7-10.8	Ord. No. 1221 § 6	10.08.220(D)
14-7-10.9	Ord. No. 1221 § 6; Ord. No. 1587 § 1, 2015	10.08.220(E)
14-7-10.10	Ord. No. 1221 § 6	10.08.220(F)
14-7-10.11	Ord. No. 1221 § 6	10.08.220(G)
14-7-10.12	Ord. No. 1221 § 6	10.08.220(H)
14-8-1	Ord. No. 938 § 1	10.08.230(A)
14-8-2	Ord. No. 938 § 1	10.08.230(B)
14-8-3	Ord. No. 938 § 1; Ord. No. 1457 § 3	10.08.230(C)
14-8-4	Ord. No. 938 § 1	10.08.230(D)
14-8-5	Ord. No. 1039 § 1	10.08.230(E)
14-8-6	Ord. No. 1039 § 1; Ord. No. 1290 § 2	10.08.230(F)
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14-9-1	Ord. No. 938 § 1; Ord. 1082;	Repealed by Ord. No. 1111
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14-9-4	Ord. No. 938 § 1	Repealed by Ord. No. 1111
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14-10-1	Ord. No. 938 § 1	10.08.240(A)
14-10-2	Ord. No. 938 § 1	10.08.240(B)
14-11-1	Ord. No. 988 § 1	Repealed by Ord. No. 1104
14-12-1	Ord. No. 938 § 1	Repealed by Ord. No. 1215
14-12-2	Ord. No. 938 § 1	Repealed by Ord. No. 1215
14-12-3	Ord. No. 938 § 1	Repealed by Ord. No. 1215
14-12-4	Ord. No. 938 § 1; Ord. No. 1014	Repealed by Ord. No. 1215
14-12-5	Ord. No. 938 § 1; Ord. No. 1014	Repealed by Ord. No. 1215
14-12-6	Ord. No. 938 § 1; Ord. No. 1014	Repealed by Ord. No. 1215
14-12-7	Ord. No. 938 § 1	Repealed by Ord. No. 1215
14-12-8	Ord. No. 938 § 1	Repealed by Ord. No. 1215
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14-13-3	Ord. No. 1399 § 3	10.12.030
14-13-4	Ord. No. 1399 § 3	10.12.040
14-13-5	Ord. No. 1399 § 3	10.12.050
14-13-6	Ord. No. 1399 § 3	10.12.060
14-13-7	Ord. No. 1399 § 3	10.12.070
14-13-8	Ord. No. 1399 § 3	10.12.080
14-13-9	Ord. No. 1399 § 3	10.12.090

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Prior Code Section	Prior Ordinance History	Section Herein
14-13-10	Ord. No. 1399 § 3	10.12.100
14-13-11	Ord. No. 1399 § 3	10.12.110
14-13-12	Ord. No. 1399 § 3	10.12.120
14-13-13	Ord. No. 1399 § 3	10.12.130
14-13-14	Ord. No. 1399 § 3	10.12.140
14-13-15	Ord. No. 1399 § 3	10.12.150
14-13-16	Ord. No. 1399 § 3	10.12.160
14-13-17	Ord. No. 1399 § 3	10.12.170
14-13-18	Ord. No. 1399 § 3	10.12.180
14-13-19	Ord. No. 1399 § 3	10.12.190
14-13-20	Ord. No. 1399 § 3	10.12.200
14-14-1	Ord. No. 1606 § 1, 2016	10.16.010
14-14-2	Ord. No. 1606 § 1, 2016	10.16.020
14-14-3	Ord. No. 1606 § 1, 2016	10.16.030
14-14-4	Ord. No. 1606 § 1, 2016	10.16.040
14-14-5	Ord. No. 1606 § 1, 2016	10.16.050
14-14-6	Ord. No. 1606 § 1, 2016	10.16.060
14-14-7	Ord. No. 1606 § 1, 2016	10.16.070
14-14-8	Ord. No. 1606 § 1, 2016	10.16.080
14-14-9	Ord. No. 1606 § 1, 2016	10.16.090
14-14-10	Ord. No. 1606 § 1, 2016	10.16.100
14-14-11	Ord. No. 1606 § 1, 2016	10.16.110
14-14-12	Ord. No. 1606 § 1, 2016	10.16.120
14-14-13	Ord. No. 1606 § 1, 2016	10.16.130
14-14-14	Ord. No. 1606 § 1, 2016	10.16.140
14-14-15	Ord. No. 1606 § 1, 2016	10.16.150
14-14-16	Ord. No. 1606 § 1, 2016	10.16.160
14-14-17	Ord. No. 1606 § 1, 2016	10.16.170
14-14-18	Ord. No. 1606 § 1, 2016	10.16.180
14-15-1	Ord. No. 1526 § 5, 2011	10.20.010
14-15-2	Ord. No. 1526 § 5, 2011	10.20.020
14-15-3	Ord. No. 1526 § 5, 2011	10.20.030
14-15-4	Ord. No. 1526 § 5, 2011	10.20.040
14-15-5	Ord. No. 1526 § 5, 2011	10.20.050
14-15-6	Ord. No. 1526 § 5, 2011	10.20.060
14-15-7	Ord. No. 1526 § 5, 2011	10.20.070
14-15-8	Ord. No. 1526 § 5, 2011	10.20.080
14-15-9	Ord. No. 1526 § 5, 2011	10.20.090
14-15-10	Ord. No. 1526 § 5, 2011	10.20.100
14-15-11	Ord. No. 1526 § 5, 2011	10.20.110
14-15-12	Ord. No. 1526 § 5, 2011	10.20.120
14A-1-1	Ord. No. 1081	9.04.010
14A-1-2	Ord. No. 1081; Ord. No. 1306 § 2; Ord. No. 1459 § 3; Ord. No. 1623 § 1	9.04.020

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14A-1-3	Ord. No. 1081; Ord. No. 1260 § 2; Ord. No. 1306 § 3; Ord. No. 1320 § 2; Ord. No. 1392 § 3; Ord. No. 1457 § 3; Ord. No. 1459 § 3; Ord. No. 1522 § 14, 2010; Ord. No. 1556 § 9, 2013; Ord. No. 1577 § 1, 2015; Ord. No. 1603 § 9, 2016; Ord. No. 1632 § 2	9.04.030(A), (B)
14A-1-3.1	Ord. No. 1306 § 4; Ord. No. 1632 § 2	9.04.030(C)
14A-1-3.2	Ord. No. 1632 § 3	9.04.040
14A-1-4	Ord. No. 1081	9.04.050
14A-1-5	Ord. No. 1081	9.04.050(A)
14A-1-5.1	Ord. No. 1306 § 5	9.04.050(B)
14A-1-6	Ord. No. 1214 § 1	9.04.060
14A-2-1	Ord. No. 1081	9.04.070(A)
14A-2-2	Ord. No. 1081; Ord. No. 1214 § 2(A)	9.04.070(B)
14A-2-3	Ord. No. 1081; Ord. No. 1261 § 2	9.04.070(C)
14A-3-1	Ord. No. 1081; Ord. No. 1214 § 3; Ord. No. 1495 § 3	9.04.080
14A-3-2	Ord. No. 1081; Ord. No. 1495 § 3	9.04.090
14A-3-3	Ord. No. 1081; Ord. No. 1495 § 3	9.04.100
14A-3-4	Ord. No. 1081; Ord. No. 1266; Ord. No. 1495 § 3	9.04.110
14A-3-5	Ord. No. 1081; Ord. No. 1495 § 3; Ord. No. 1632 § 4	9.04.120
14A-3-6	Ord. No. 1081; Ord. No. 1495 § 3	9.04.130
14A-3-7	Ord. No. 1081; Ord. No. 1495 § 3	9.04.140
14A-3-8	Ord. No. 1081; Ord. No. 1495 § 3	9.04.150
14A-4-1	Ord. No. 1215 § 4	9.08.010
14A-4-2	Ord. No. 1215 § 4	9.08.020
14A-4-3	Ord. No. 1215 § 4	9.08.030
14A-4-4	Ord. No. 1215 § 4	9.08.040
14A-4-5	Ord. No. 1215 § 4	9.08.050
14A-4-6	Ord. No. 1215 § 4	9.08.060
14A-4-7	Ord. No. 1215 § 4	9.08.070
14A-4-8	Ord. No. 1215 § 4	9.08.080
14A-4-9	Ord. No. 1215 § 4	9.08.090
14A-4-10	Ord. No. 1215 § 4	9.08.100
14A-4-11	Ord. No. 1215 § 4	9.08.110
14A-4-12	Ord. No. 1215 § 4	9.08.120
14A-4-13	Ord. No. 1215 § 4	9.08.130
14A-4-14	Ord. No. 1215 § 4	9.08.140
14A-4-15	Ord. No. 1215 § 4	9.08.150
14A-4-16	Ord. No. 1215 § 4	9.08.160
14A-4-17	Ord. No. 1215 § 4	9.08.170
14A-5-1	Ord. No. 1435 § 3	9.12.010
14A-5-2	Ord. No. 1435 § 3	9.12.020
14A-5-3	Ord. No. 1435 § 3	9.12.030
14A-5-4	Ord. No. 1435 § 3	9.12.040
14A-5-5	Ord. No. 1435 § 3	9.12.050
14A-5-6	Ord. No. 1435 § 3	9.12.060
14A-5-7	Ord. No. 1435 § 3	9.12.070
14A-5-8	Ord. No. 1435 § 3	9.12.080
14A-5-9	Ord. No. 1435 § 3	9.12.090

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14A-5-10	Ord. No. 1435 § 3	9.12.100
14A-5-11	Ord. No. 1435 § 3	9.12.110
14A-6-1	Ord. No. 1476 § 3	9.16.010
14A-6-2	Ord. No. 1476 § 3	9.16.020
14A-6-3	Ord. No. 1476 § 3	9.16.030
14A-6-4	Ord. No. 1476 § 3	9.16.040
14A-6-5	Ord. No. 1476 § 3	9.16.050
14A-6-6	Ord. No. 1476 § 3	9.16.060
14A-6-7	Ord. No. 1476 § 3	9.16.070
14A-7-1	Ord. No. 1443 § 3	9.20.010
14A-7-2	Ord. No. 1443 § 3; Ord. No. 1551 § 3, 2013	9.20.020
14A-7-3	Ord. No. 1443 § 3; Ord. No. 1551 § 4, 2013	9.20.030
14A-7-4	Ord. No. 1443 § 3	9.20.040
14A-7-5	Ord. No. 1443 § 3	9.20.050
14A-7-6	Ord. No. 1443 § 3	9.20.060
14A-7-7	Ord. No. 1443 § 3	9.20.070
14A-7-8	Ord. No. 1443 § 3	9.20.080
14A-7-9	Ord. No. 1443 § 3; Ord. No. 1551 § 5, 2013	9.20.090
14A-7-10	Ord. No. 1443 § 3	9.20.100
14A-7-11	Ord. No. 1443 § 3	9.20.110
14A-7-12	Ord. No. 1443 § 3	9.20.120
14A-7-13	Ord. No. 1443 § 3	9.20.130
14A-7-14	Ord. No. 1443 § 3	Repealed by Ord. No. 1551
14A-8-1	Ord. No. 1492 § 3	9.24.010
14A-8-2	Ord. No. 1492 § 3	9.24.020
14A-8-3	Ord. No. 1492 § 3	9.24.030
14A-8-4	Ord. No. 1492 § 3	9.24.040
14A-8-5	Ord. No. 1492 § 3	9.24.050
14A-8-6	Ord. No. 1492 § 3	9.24.060
14A-8-7	Ord. No. 1492 § 3	9.24.070
14A-8-8	Ord. No. 1492 § 3	9.24.080
14A-8-9	Ord. No. 1492 § 3	9.24.090
14A-8-10	Ord. No. 1492 § 3	9.24.100
14A-8-11	Ord. No. 1492 § 3	9.24.110
14B-1-1	Ord. No. 1181; Ord. No. 1461 § 3	9.40.010
14B-1-2	Ord. No. 1181; Ord. No. 1461 § 3	9.40.020
14B-1-3	Ord. No. 1181; Ord. No. 1461 § 3	9.40.030
14B-1-4	Ord. No. 1461 § 3	9.40.040
14B-2-1	Ord. No. 1181	9.40.050
14B-2-2	Ord. No. 1181; Ord. No. 1470 § 3	9.40.060
14B-2-3	Ord. No. 1181; Ord. No. 1468 § 3	9.40.070
14B-2-4	Ord. No. 1181	9.40.080
14B-2-5	Ord. No. 1181; Ord. No. 1468 § 3	9.40.090
14B-2-6	Ord. No. 1181; Ord. No. 1468 § 3	9.40.100
14B-3-1	Ord. No. 1181	9.40.110
14B-3-2	Ord. No. 1181; Ord. No. 1468 § 3	9.40.120
14B-3-3	Ord. No. 1181; Ord. No. 1468 § 3	9.40.130
14B-3-4	Ord. No. 1181	9.40.140

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14B-3-5	Ord. No. 1181	9.40.150
14C-1-1	Ord. No. 1341; Ord. No. 1615 § 2	9.44.010
14C-1-2	Ord. No. 1615 § 2	9.44.020
14C-1-3	Ord. No. 1341; Ord. No. 1615 § 2	9.44.030
14C-1-4	Ord. No. 1615 § 2	9.44.040
14C-1-5	Ord. No. 1341; Ord. No. 1615 § 2	9.44.050
14C-1-6	Ord. No. 1341; Ord. No. 1615 § 2	9.44.060
14C-1-7	Ord. No. 1341; Ord. No. 1615 § 2	9.44.070
14C-1-8	Ord. No. 1615 § 2	9.44.080
14C-1-9	Ord. No. 1341; Ord. No. 1615 § 2	9.44.090
14C-1-10	Ord. No. 1341; Ord. No. 1615 § 2	9.44.100
14C-1-11	Ord. No. 1341; Ord. No. 1615 § 2	9.44.110
14C-1-12	Ord. No. 1341; Ord. No. 1615 § 2	9.44.120
14C-1-13	Ord. No. 1341; Ord. No. 1615 § 2	9.44.130
14C-1-14	Ord. No. 1341; Ord. No. 1615 § 2	9.44.140
14C-1-15	Ord. No. 1615 § 2	9.44.150
14C-1-16	Ord. No. 1341; Ord. No. 1615 § 2	Repealed by Ord. No. 1615
14C-1-17	Ord. No. 1341	Repealed by Ord. No. 1615
14C-1-18	Ord. No. 1341	Repealed by Ord. No. 1615
14C-1-19	Ord. No. 1341	Repealed by Ord. No. 1615
14C-1-20	Ord. No. 1341; Ord. No. 1615 § 2	Repealed by Ord. No. 1615
14D-01-10	Ord. No. 1364 § 1	9.52.010
14D-02-10	Ord. No. 1364 § 1	9.52.020
14D-02-20	Ord. No. 1364 § 1	9.52.030
14D-02-30	Ord. No. 1364 § 1	9.52.040
14D-03-10	Ord. No. 1364 § 1	9.52.050
14D-03-20	Ord. No. 1364 § 1	9.52.050
14D-03-30	Ord. No. 1364 § 1	9.52.050
14D-03-40	Ord. No. 1364 § 1	9.52.050
14D-03-50	Ord. No. 1364 § 1	9.52.050
14D-03-60	Ord. No. 1364 § 1	9.52.050
14D-03-70	Ord. No. 1364 § 1	9.52.050
14D-04-10	Ord. No. 1364 § 1	9.52.060(A)
14D-04-20	Ord. No. 1364 § 1	9.52.060(B)
14D-05-10	Ord. No. 1364 § 1	9.52.070(A)
14D-05-20	Ord. No. 1364 § 1	9.52.070(B)
14D-06-10	Ord. No. 1364 § 1	9.52.080(A)
14D-06-20	Ord. No. 1364 § 1	9.52.080(B)
14D-06-30	Ord. No. 1364 § 1	9.52.080(C)
14D-06-40	Ord. No. 1364 § 1	9.52.080(D)
14D-06-50	Ord. No. 1364 § 1	9.52.080(E)
14D-07-10	Ord. No. 1364 § 1	9.52.090
14D-08-10	Ord. No. 1364 § 1	9.52.100
15-1	Ord. No. 352 § 1	9.28.010(A)
15-2	Ord. No. 352 § 1	9.28.010(B)
15-3	Ord. No. 57 § 18; Ord. No. 154 § 1	9.28.020
15-4	Ord. No. 226 § 1	9.28.030(A)
15-5	Ord. No. 226 § 2	9.28.030(B)

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15-6	Ord. No. 339 § 6	9.28.040
15-7		Repealed by Ord. No. 1087
15-8	Ord. No. 86 § 1	9.28.050
15-9	Ord. No. 1045 § 1; Ord. No. 1204 § 2(A)	9.28.060
15-10		Repealed by Ord. No. 673
15-11		Repealed by Ord. No. 673
15-12		Repealed by Ord. Nos. 972 and 1001
15-13		Repealed by Ord. No. 1267 § 1
15-14		Repealed by Ord. No. 1267 § 1
15-15	Ord. No. 507 § 2	9.28.070(A)
15-16	Ord. No. 507 § 3	9.28.070(B)
15-17	Ord. No. 507 § 4	9.28.070(C)
15-18	Ord. No. 507 § 6	9.28.070(D)
15-19	Ord. No. 535 § 1; Ord. No. 1122 § 1; Ord. No. 1194 § 2(A)	9.28.080(A), (B)
15-20	Ord. No. 535 § 2; Ord. No. 1194 § 2(B)	9.28.080(C)
15-21	Ord. No. 535 § 3	9.28.080(D)
15-22		Repealed by Ord. No. 1325
15-23	Ord. No. 661 § 1; Ord. No. 1458 § 3	9.28.090(A)
15-24	Ord. No. 661 § 2; Ord. No. 1458 § 3	9.28.090(B)
15-25	Ord. No. 661 § 3; Ord. No. 1458 § 3	9.28.090(C)
15-26	Ord. No. 673 § 1; Ord. No. 1504 § 4	9.28.100
15-27	Ord. No. 688 § 1	9.28.110
15-28	Ord. No. 1231 § 5	9.28.120
15-29	Ord. No. 1231 § 5	9.28.130
15-30	Ord. No. 1133 § 2; Ord. No. 1294 § 2	9.28.140
15-31	Ord. No. 1100	9.28.150
15-32	Ord. No. 927 § 1	9.28.160
15-33	Ord. No. 993 § 1; Ord. No. 1226 § 3; Ord. No. 1502 § 3, 2008	9.28.170
15-34	Ord. No. 993 § 1; Ord. No. 1226 § 3; Ord. No. 1502 § 3, 2008	9.28.180
15-35	Ord. No. 993 § 1	9.28.190
15-36	Ord. No. 993 § 1	9.28.200
15-37	Ord. No. 1021 § 1	9.28.210
15-38	Ord. No. 1027 § 1	9.28.220
15-39	Ord. No. 1118 § 1; Ord. No. 1204 § 2	9.28.230
15-40	Ord. No. 1257 § 2; Ord. No. 1440 § 3; Ord. No. 1514 § 3, 2009; Ord. No. 1567 § 2, 2014	9.28.240
15-41	Ord. No. 1329 § 1; Ord. No. 1567 § 3, 2014	9.28.250
15-42	Ord. No. 1483 § 3; Ord. No. 1567 § 4, 2014	9.28.260
15-43	Ord. No. 1582 § 1, 2015	9.28.270
15-50	Ord. No. 1278 § 2	9.28.280
15-51	Ord. No. 1332 § 3	9.32.010
15-52	Ord. No. 1332 § 4	9.32.020
15-53	Ord. No. 1326 § 2	9.36.010
15-54	Ord. No. 1407 § 3; Ord. No. 1409 § 4	9.36.020
15-55	Ord. No. 1408 § 3	9.28.290

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15-56	Ord. No. 1409 § 3; Ord. No. 1591 § 1, 2015	9.28.300
15A-1-1	Ord. No. 1087; Ord. No. 1552 § 3, 2013	9.56.010
15A-1-2	Ord. No. 1087; Ord. No. 1552 § 3, 2013	9.56.020
15A-1-3	Ord. No. 1087; Ord. No. 1552 § 3, 2013	9.56.030
15A-1-4	Ord. No. 1087; Ord. No. 1264; Ord. No. 1552 § 3, 2013	9.56.040
15A-1-5	Ord. No. 1087; Ord. No. 1410 § 2; Ord. No. 1552 § 3, 2013	9.56.050
15A-1-6	Ord. No. 1087; Ord. No. 1552 § 3, 2013	9.56.060
15A-1-7	Ord. No. 1087; Ord. No. 1552 § 3, 2013	9.56.070
15A-2-1	Ord. No. 1552 § 4, 2013	9.56.080(A)
15A-2-2	Ord. No. 1552 § 4, 2013	9.56.080(B)
15A-2-3	Ord. No. 1552 § 4, 2013	9.56.080(C)
15A-2-4	Ord. No. 1552 § 4, 2013	9.56.080(D)
16-1	Ord. No. 337 § 1; Ord. No. 1490 § 3	5.24.010
16-2	Ord. No. 337 § 1	5.24.020
16-3	Ord. No. 337 § 2	5.24.030
16-4	Ord. No. 337 § 3; Ord. No. 1490 § 3	5.24.040
16-5	Ord. No. 337 § 3	5.24.040
16-6	Ord. No. 337 § 3	5.24.040
16-7	Ord. No. 337 § 3	5.24.040
16-8	Ord. No. 337 § 7; Ord. No. 1490 § 3	5.24.050
16-9	Ord. No. 337 § 7	5.24.060
16-10	Ord. No. 337 § 4; Ord. No. 1490 § 3	5.24.070
16-11	Ord. No. 1490 § 4	5.24.080
16-12	Ord. No. 1490 § 4; Ord. No. 1498 § 3	5.24.090
16-13	Ord. No. 1490 § 4	5.24.100
16-14	Ord. No. 1490 § 4	5.24.110
16A-1-1	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.010
16A-1-2	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.020
16A-1-3	Ord. No. 935 § 2; Ord. No. 1035; Ord. No. 1094 § 1	2.32.030
16A-1-4	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.040
16A-1-5	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.050
16A-1-6	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.060
16A-1-7	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.070
16A-1-8	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.080
16A-1-9	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.090
16A-1-10	Ord. No. 935 § 2; Ord. No. 1094 § 1	2.32.100
16A-1-11	Ord. No. 935 § 2; Ord. No. 1035; Ord. No. 1305 § 2	2.32.110
16A-2-1	Ord. No. 935 § 3	2.32.120
16B-1	Ord. No. 1362 § 1	5.40.010
16B-2	Ord. No. 1362 § 1	5.40.020
16B-3	Ord. No. 1362 § 1	5.40.030
16B-4	Ord. No. 1362 § 1	5.40.040
16B-5	Ord. No. 1362 § 1	5.40.050
16B-6	Ord. No. 1362 § 1	5.40.060
16B-7	Ord. No. 1362 § 1	5.40.070
16B-8	Ord. No. 1362 § 1	5.40.080
16B-9	Ord. No. 1362 § 1	5.40.090
16B-10	Ord. No. 1362 § 1	5.40.100

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16B-11	Ord. No. 1362 § 1	5.40.110
16B-12	Ord. No. 1362 § 1	5.40.120
16B-13	Ord. No. 1362 § 1	5.40.130
16B-14	Ord. No. 1362 § 1	5.40.140
16B-15	Ord. No. 1362 § 1	5.40.150
17A-1-1	Ord. No. 935 § 4; Ord. No. 937 § 1; Ord. No. 1219 § 3; Ord. No. 1258 § 2; Ord. No. 1460 § 3	13.68.010
17A-1-2	Ord. No. 935 § 4; Ord. No. 937 § 1; Ord. No. 1219 § 3; Ord. No. 1258 § 2; Ord. No. 1460 § 3	13.68.020
17A-1-3	Ord. No. 1460 § 3	13.68.030
17A-1-4	Ord. No. 1460 § 3	13.68.040
17A-1-5	Ord. No. 1460 § 3	13.68.050
17A-1-6	Ord. No. 1460 § 3	13.68.060
17A-1-7	Ord. No. 1460 § 3	13.68.070
17A-1-8	Ord. No. 1460 § 3	13.68.080
17A-2-1	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-2	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-3	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-4	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-5	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-6	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-7	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-8	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-9	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-10	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-11	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-12	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-13	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-14	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-15	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
17A-2-16	Ord. No. 934; Ord. No. 937	Repealed by Ord. No. 1474
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17B-020	Ord. No. 1544 § 3, 2012	3.32.020
17B-030	Ord. No. 1544 § 3, 2012	3.32.030
17B-040	Ord. No. 1544 § 3, 2012	3.32.040
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19-3-3	Ord. No. 1271 § 1	8.04.230
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20A-1-060	Ord. No. 1300; Ord. No. 1412; Ord. No. 1510	12.48.060
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21-7-1	Ord. 1500 § 3	16.28.010
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21-9-3	Ord. 1500 § 3	16.36.030
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21-9-5	Ord. 1500 § 3	16.36.050
21-9-6	Ord. 1500 § 3	16.36.060
21-9-7	Ord. 1500 § 3	16.36.070
21-9-8	Ord. 1500 § 3	16.36.080
21-9-9	Ord. 1500 § 3	16.36.090
21-9-10	Ord. 1500 § 3	16.36.100
21-10-1	Ord. 1500 § 3	16.40.010
21-10-2	Ord. 1500 § 3	16.40.020
21-10-3	Ord. 1500 § 3	16.40.030
21-10-4	Ord. 1500 § 3	16.40.040
21-10-5	Ord. 1500 § 3	16.40.050
21-10-6	Ord. 1500 § 3	16.40.060
21-10-7	Ord. 1500 § 3	16.40.070
21-11-1	Ord. 1500 § 3	16.44.010
21-11-2	Ord. 1500 § 3	16.44.020
21-11-3	Ord. 1500 § 3	16.44.030

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21-11-4	Ord. 1500 § 3	16.44.040
21-11-5	Ord. 1500 § 3	16.44.050
21-11-6	Ord. 1500 § 3	16.44.060
21-11-7	Ord. 1500 § 3	16.44.070
21-11-8	Ord. 1500 § 3	16.44.080
21-11-9	Ord. 1500 § 3	16.44.090
21-11-10	Ord. 1500 § 3	16.44.100
21-11-11	Ord. 1500 § 3	16.44.110
21-11-12	Ord. 1500 § 3	16.44.120
21-11-13	Ord. 1500 § 3	16.44.130
21-11-14	Ord. 1500 § 3	16.44.140
21-11-15	Ord. 1500 § 3	16.44.150
21-11-16	Ord. 1500 § 3	16.44.1460
21-11-17	Ord. 1500 § 3	16.44.170
21-11-18	Ord. 1500 § 3	16.44.180
21-11-19	Ord. 1500 § 3	16.44.190
21-11-20	Ord. 1500 § 3	16.44.200
21-11-21	Ord. 1500 § 3	16.44.210
21-11-22	Ord. 1500 § 3	16.44.220
21-11-23	Ord. 1500 § 3	16.44.230
21-11-24	Ord. 1500 § 3	16.44.240
21-11-25	Ord. 1500 § 3	16.44.250
21-11-26	Ord. 1500 § 3	16.44.260
21-11-27	Ord. 1500 § 3	16.44.270
21-11-28	Ord. 1500 § 3	16.44.280
21-11-29	Ord. 1500 § 3	16.44.290
21-12-1	Ord. 1500 § 3	16.48.010
21-12-2	Ord. 1500 § 3	16.48.020
21-12-3	Ord. 1500 § 3	16.48.030
21-12-4	Ord. 1500 § 3	16.48.040
21-12-5	Ord. 1500 § 3	16.48.050
21-12-6	Ord. 1500 § 3	16.48.060
21-12-7	Ord. 1500 § 3	16.48.070
21-13-1	Ord. 1500 § 3	16.52.010
21-13-2	Ord. 1500 § 3	16.52.020
21-13-3	Ord. 1500 § 3	16.52.030
21-14-1	Ord. 1500 § 3	16.56.010
21-14-2	Ord. 1500 § 3	16.56.020
21-15-1	Ord. 1500 § 3	16.60.010
21-15-2	Ord. 1500 § 3	16.60.020
21-16-1	Ord. 1500 § 3	16.64.010
21-16-2	Ord. 1500 § 3	16.64.020
21-16-3	Ord. 1500 § 3	16.64.030
21-16-4	Ord. 1500 § 3	16.64.040
21-16-5	Ord. 1500 § 3	16.64.050
21-16-6	Ord. 1500 § 3	16.64.060
21-16-7	Ord. 1500 § 3	16.64.070
21-16-8	Ord. 1500 § 3	16.64.080

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21-16-9	Ord. 1500 § 3	16.64.090
21-17-1	Ord. 1500 § 3	16.68.010
21-17-2	Ord. 1500 § 3	16.68.020
21-17-3	Ord. 1500 § 3	16.68.030
21-18-1	Ord. 1500 § 3	16.72.010
21-18-2	Ord. 1500 § 3	16.72.020
21-18-3	Ord. 1500 § 3	16.72.030
21-19-1	Ord. 1500 § 3	16.76.010
21-19-2	Ord. 1500 § 3	16.76.020
21-19-3	Ord. 1500 § 3	16.76.030
21-19-4	Ord. 1500 § 3	16.76.040
21-19-5	Ord. 1500 § 3	16.76.050
21-19-6	Ord. 1500 § 3	16.76.060
21-19-7	Ord. 1500 § 3	16.76.070
21-20-1	Ord. 1500 § 3	16.80.010
21-20-2	Ord. 1500 § 3	16.80.020
21-20-3	Ord. 1500 § 3	16.80.030
22-1-10	Ord. No. 1637 § 2	15.32.010
22-1-20	Ord. No. 1637 § 2	15.32.020
22-1-30	Ord. No. 1637 § 2	15.32.030
22-1-40	Ord. No. 1637 § 2	15.32.040
22-1-50	Ord. No. 1637 § 2	15.32.050
22-1-60	Ord. No. 1637 § 2	15.32.060
22-1-70	Ord. No. 1637 § 2	15.32.070
22-1-80	Ord. No. 1637 § 2	15.32.080
22-1-90	Ord. No. 1637 § 2	15.32.090
22-1-100	Ord. No. 1637 § 2	15.32.100
23-1	Ord. No. 307 § 6	3.04.010
23-2	Ord. No. 307 § 33	3.04.020
23-3		Repealed by Ord. No. 638
23-4		Repealed by Ord. No. 638
23-5		Repealed by Ord. No. 638
23-6		Repealed by Ord. No. 638
23-7		Repealed by Ord. No. 638
23-8		Repealed by Ord. No. 638
23-9		Repealed by Ord. No. 638
23-10		Repealed by Ord. No. 638
23-11		Repealed by Ord. No. 638
23-12		Repealed by Ord. No. 638
23-13		Repealed by Ord. No. 638
23-14		Repealed by Ord. No. 638
23-15		Repealed by Ord. No. 638
23-16		Repealed by Ord. No. 638
23-17		Repealed by Ord. No. 638
23-18		Repealed by Ord. No. 638
23-19		Repealed by Ord. No. 638
23-20		Repealed by Ord. No. 638
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23-26		Repealed by Ord. No. 638
23-27		Repealed by Ord. No. 638
23-28		Repealed by Ord. No. 638
23-29		Repealed by Ord. No. 638
23-30		Repealed by Ord. No. 638
23-31		Repealed by Ord. No. 638
23-32		Repealed by Ord. No. 638
23-33		Repealed by Ord. No. 638
23-34		Repealed by Ord. No. 638
23-35		Repealed by Ord. No. 638
23-36		Repealed by Ord. No. 638
23-37		Repealed by Ord. No. 638
23-38		Repealed by Ord. No. 638
23-38-1	Ord. No. 658 § 2; Ord. No. 1046 § 1	3.04.030
23-38-2	Ord. No. 658 § 3	3.04.040
23-39	Ord. No. 844 § 1	3.08.010
23-40	Ord. No. 844 § 2	3.08.020
23-41	Ord. No. 844 § 3	3.08.030
23-42	Ord. No. 844 § 4	3.08.040
23-43	Ord. No. 844 § 5	3.08.050
23-44	Ord. No. 844 § 6	3.08.060
23-45	Ord. No. 844 § 7	3.08.070
23-46	Ord. No. 844 § 8	3.08.080
23-46-1	Ord. No. 844 § 9	3.08.080
23-46-2	Ord. No. 844 § 10	3.08.090
23-46-3	Ord. No. 844 § 11; Ord. No. 1042 § 1	3.08.100
23-46-4	Ord. No. 844 § 12; Ord. No. 1042 § 2	3.08.110
23-46-5	Ord. No. 844 § 13; Ord. No. 1042 §§ 3, 4	3.08.120
23-46-6	Ord. No. 844 § 14	3.08.130
23-46-7	Ord. No. 844 § 15	3.08.140
23-46-8	Ord. No. 844 § 16	3.08.150
23-46-9	Ord. No. 844 § 18	3.08.160
23-47	Ord. No. 669 § 1	3.12.010
23-48	Ord. No. 669 § 2	3.12.020
23-49	Ord. No. 669 § 3; Ord. 753 § 1; Ord. 1209 § 2	3.12.030
23-50	Ord. No. 669 § 4; Ord. 680 § 1	3.12.040
23-51	Ord. No. 669 § 5	3.12.050
23-52	Ord. No. 669 § 6	3.12.060
23-53	Ord. No. 669 § 7	3.12.070
23-54	Ord. No. 669 § 8; Ord. No. 1426 § 3	3.12.080
23-55	Ord. No. 669 § 9	3.12.090
23-56	Ord. No. 669 § 10	3.12.100
23-57	Ord. No. 669 § 11	3.12.110
23-58	Ord. No. 669 § 12	3.12.120
23-59	Ord. No. 669 § 13	3.12.130

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23-60	Ord. No. 669 § 14	3.12.140
23-61	Ord. No. 732 § 1	3.16.010
23-62	Ord. No. 732 § 2; Ord. No. 1210 § 2; Ord. No. 1619 § 1	3.16.020
23-63	Ord. No. 732 § 3	3.16.030
23-64	Ord. No. 732 § 4	3.16.040
23-65	Ord. No. 732 § 5	3.16.050
23-66	Ord. No. 732 § 6	3.16.060
23-67	Ord. No. 732 § 7	3.16.070
23-68	Ord. No. 732 § 8	3.16.080
23-69	Ord. No. 732 § 9	3.16.090
23-70	Ord. No. 732 § 10	3.16.100
23-71	Ord. No. 732 § 11	3.16.110
23-72		Repealed by Ord. No. 1451 § 2
23-73	Ord. No. 1451 § 3; Ord. No. 1599 § 2, 2016	3.20.010
23-74	Ord. No. 1451 § 3; Ord. No. 1516 § 3, 2010	3.20.020
23-75	Ord. No. 1451 § 3	3.20.030
23-76	Ord. No. 1451 § 3	3.20.040
23-77	Ord. No. 1451 § 3	3.20.050
23-78	Ord. No. 1451 § 3	3.20.060
23-79	Ord. No. 1451 § 3	3.20.070
23-80	Ord. No. 1451 § 3	3.20.070
23-81	Ord. No. 1451 § 3	3.20.080
23-82	Ord. No. 1451 § 3	3.20.090
23-83	Ord. No. 1451 § 3	3.20.100
23-84	Ord. No. 1451 § 3	3.20.110
23-85	Ord. No. 1451 § 3	3.20.120
23-86	Ord. No. 1404 § 4	3.24.010
23-87	Ord. No. 1404 § 4	3.24.020
23-88	Ord. No. 1404 § 4	3.24.030
23-89	Ord. No. 1404 § 4	3.24.040
23-90	Ord. No. 1404 § 4	3.24.050
23-91	Ord. No. 1404 § 4	3.24.060
23-92	Ord. No. 1404 § 4; Ord. No. 1568 § 3, 2014	3.24.070
23-93	Ord. No. 1404 § 4; Ord. No. 1426 § 4	3.24.080
23-94	Ord. No. 1404 § 4	3.24.090
23-95	Ord. No. 1404 § 4	3.24.100
23-96	Ord. No. 1404 § 4	3.24.110
23-97	Ord. No. 1404 § 4	3.24.120
23-98	Ord. No. 1404 § 4	3.24.130
23-99	Ord. No. 1516 § 2, 2010	3.28.010
23-100	Ord. No. 1516 § 2, 2010; Ord. No. 1558 § 2, 2014	3.28.020
23-101	Ord. No. 1516 § 2, 2010	3.28.030
23-102	Ord. No. 1516 § 2, 2010	3.28.040
23-103	Ord. No. 1516 § 2, 2010	3.28.050
23-104	Ord. No. 1516 § 2, 2010	3.28.060
23-105	Ord. No. 1516 § 2, 2010	3.28.070
23-106	Ord. No. 1516 § 2, 2010	3.28.080
23-107	Ord. No. 1516 § 2, 2010	3.28.080

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23-107.1	Ord. No. 1516 § 2, 2010	3.28.090
23-108	Ord. No. 1516 § 2, 2010	3.28.100
23-109	Ord. No. 1516 § 2, 2010	3.28.110
23-110	Ord. No. 1516 § 2, 2010	3.28.120
23A	Ord. No. 1089	Repealed by Ord. No. 1486
23B.1	Ord. No. 713 § 2	13.48.010
23B.2	Ord. No. 713 § 2	13.48.020
23B.3	Ord. No. 713 § 2	13.48.030
23B.4	Ord. No. 713 § 2	13.48.040
23B.5	Ord. No. 713 § 2	13.48.050
23B.6	Ord. No. 742 § 1	13.48.060
23B.7	Ord. No. 975 § 2; Ord. No. 742 § 2	13.48.070
23B.8	Ord. No. 742 § 3	13.48.080
23B.9	Ord. No. 742 § 4	13.48.090
23B.10	Ord. No. 742 § 5	13.48.100
23B.11	Ord. No. 742 § 6	13.48.110
23B.12	Ord. No. 742 § 7	13.48.120
23B.13	Ord. No. 742 § 8	13.48.130
23B.14	Ord. No. 742 § 9	13.48.140
23B.15	Ord. No. 742 § 10	13.48.150
23B.16	Ord. No. 742 § 11	13.48.160
23B.17	Ord. No. 742 § 12	13.48.170
23C-1-1	Ord. No. 1038 § 1	13.04.010
23C-1-2	Ord. No. 1038 § 1	13.04.020
23C-1-3	Ord. No. 1038 § 1	13.04.030
23C-1-4	Ord. No. 1038 § 1	13.04.030
23C-1-5	Ord. No. 1038 § 1	13.04.030
23C-1-6	Ord. No. 1038 § 1	13.04.030
23C-1-7	Ord. No. 1038 § 1	13.04.030
23C-1-8	Ord. No. 1038 § 1	13.04.030
23C-1-9	Ord. No. 1038 § 1	13.04.030
23C-1-10	Ord. No. 1038 § 1	13.04.030
23C-1-11	Ord. No. 1038 § 1	13.04.030
23C-1-12	Ord. No. 1038 § 1	13.04.030
23C-1-13	Ord. No. 1038 § 1	13.04.030
23C-1-14	Ord. No. 1038 § 1	13.04.030
23C-1-15	Ord. No. 1038 § 1	13.04.030
23C-1-16	Ord. No. 1038 § 1	13.04.030
23C-1-17	Ord. No. 1038 § 1	13.04.030
23C-1-18	Ord. No. 1038 § 1	13.04.030
23C-1-19	Ord. No. 1038 § 1	13.04.030
23C-1-20	Ord. No. 1038 § 1	13.04.030
23C-1-21	Ord. No. 1038 § 1	13.04.030
23C-1-22	Ord. No. 1038 § 1	13.04.030
23C-1-23	Ord. No. 1038 § 1	13.04.030
23C-1-24	Ord. No. 1038 § 1	13.04.030
23C-1-25	Ord. No. 1038 § 1	13.04.030
23C-1-26	Ord. No. 1038 § 1	13.04.030

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23C-1-27	Ord. No. 1038 § 1	13.04.030
23C-1-28	Ord. No. 1038 § 1	13.04.030
23C-1-29	Ord. No. 1038 § 1	13.04.030
23C-1-30	Ord. No. 1038 § 1	13.04.030
23C-1-31	Ord. No. 1038 § 1	13.04.030
23C-1-32	Ord. No. 1038 § 1	13.04.030
23C-1-33	Ord. No. 1038 § 1	13.04.030
23C-1-34	Ord. No. 1038 § 1	13.04.030
23C-1-35	Ord. No. 1038 § 1	13.04.030
23C-1-36	Ord. No. 1038 § 1	13.04.030
23C-1-37	Ord. No. 1038 § 1	13.04.030
23C-1-38	Ord. No. 1038 § 1	13.04.030
23C-1-39	Ord. No. 1038 § 1	13.04.030
23C-1-40	Ord. No. 1038 § 1	13.04.030
23C-1-41	Ord. No. 1038 § 1	13.04.030
23C-1-42	Ord. No. 1038 § 1	13.04.030
23C-1-43	Ord. No. 1038 § 1	13.04.030
23C-1-44	Ord. No. 1038 § 1	13.04.030
23C-1-45	Ord. No. 1038 § 1	13.04.030
23C-1-46	Ord. No. 1038 § 1	13.04.030
23C-1-47	Ord. No. 1038 § 1	13.04.030
23C-1-48	Ord. No. 1038 § 1	13.04.030
23C-1-49	Ord. No. 1038 § 1	13.04.030
23C-1-50	Ord. No. 1038 § 1	13.04.030
23C-2-1	Ord. No. 952 § 2	13.04.040
23C-2-2	Ord. No. 952 § 2	13.04.050
23C-2-3	Ord. No. 952 § 2	13.04.060
23C-2-4	Ord. No. 952 § 2	13.04.070
23C-2-5	Ord. No. 952 § 2	13.04.080
23C-2-6	Ord. No. 952 § 2; Ord. No. 1503 § 5, 2009	13.04.090
23C-2-7	Ord. No. 952 § 2	13.04.100
23C-2-8	Ord. No. 952 § 2	13.04.110
23C-3-1	Ord. No. 952 § 2; Ord. No. 1503 § 5, 2009	13.04.120
23C-3-2	Ord. No. 952 § 2	13.04.130
23C-3-3	Ord. No. 952 § 2	13.04.140
23C-3-4	Ord. No. 952 § 2	13.04.150
23C-3-5	Ord. No. 952 § 2	13.04.160
23C-3-6	Ord. No. 952 § 2	13.04.170
23C-3-7	Ord. No. 952 § 2; Ord. No. 1038 § 2	13.04.180
23C-3-8	Ord. No. 952 § 2	13.04.190
23C-4-1	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.010
23C-4-2	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.020
23C-4-3	Ord. No. 952 § 2; Ord. No. 1038 § 3; Ord. No. 1114	13.08.030
23C-4-4	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.040
23C-4-5	Ord. No. 952 § 2; Ord. No. 1038 § 3; Ord. No. 1536 § 2, 2011	13.08.050
23C-4-6	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.060
23C-4-7	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.070

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23C-4-8	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.080
23C-4-9	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.090
23C-4-10	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.100
23C-4-11	Ord. No. 952 § 2; Ord. No. 1038 § 3	13.08.110
23C-4-12	Ord. No. 952 § 2; Ord. No. 1038 § 3; Ord. No. 1114; Ord. No. 1503 § 5, 2009	13.08.120
23C-4-13	Ord. No. 952 § 2; Ord. No. 1038 § 3; Ord. No. 1114	13.08.130
23C-4-14	Ord. No. 952 § 2; Ord. No. 1472 § 3; Ord. No. 1479 § 3	13.08.140
23C-4-15	Ord. No. 1114	13.08.150
23C-4-16	Ord. No. 1479 § 4	13.08.160
23C-5-1	Ord. No. 1242 § 2	13.12.010
23C-6-1	Ord. No. 952 § 2	13.12.020
23C-6-2	Ord. No. 952 § 2	13.12.030
23C-6-3	Ord. No. 952 § 2	13.12.040
23C-6-4	Ord. No. 952 § 2	13.12.050
23C-6-5	Ord. No. 952 § 2	13.12.060
23C-6-6	Ord. No. 952 § 2; Ord. No. 1193 § 4(a)	13.12.070
23C-6-7	Ord. No. 952 § 2	13.12.080
23C-6-8	Ord. No. 952 § 2	Repealed by Ord. No. 1272
23C-6-9	Ord. No. 952 § 2	Repealed by Ord. No. 1272
23C-6-10	Ord. No. 952 § 2	13.12.090
23C-6-11	Ord. No. 952 § 2	13.12.100
23C-6-12	Ord. No. 952 § 2; Ord. No. 1031 § 1	13.12.110
23C-6-13	Ord. No. 952 § 2	Repealed by Ord. No. 1272
23C-6-14	Ord. No. 952 § 2	Repealed by Ord. No. 1272
23C-6-15	Ord. No. 1031 § 1	13.12.120
23C-7-1	Ord. No. 1113 § 1	13.16.010
23C-7-2	Ord. No. 952 § 2	13.16.020
23C-7-3	Ord. No. 952 § 2; Ord. No. 1529 § 2, 2010	13.16.030
23C-7-4	Ord. No. 952 § 2; Ord. No. 1511 § 5, 2009	13.16.040
23C-7-5	Ord. No. 952 § 2	13.16.050
23C-7-6	Ord. No. 952 § 2	13.16.060
23C-7-7	Ord. No. 952 § 2	13.16.070
23C-7-8	Ord. No. 952 § 2	13.16.080
23C-7-9	Ord. No. 952 § 2	13.16.090
23C-7-10	Ord. No. 952 § 2; Ord. No. 1113 § 2; Ord. No. 1564 § 2, 2014	13.16.100
23C-7-10.1	Ord. No. 1564 § 2, 2014	13.16.110
23C-7-10.2	Ord. No. 1564 § 2, 2014	13.16.120
23C-7-10.3	Ord. No. 1564 § 2, 2014	13.16.130
23C-7-10.4	Ord. No. 1564 § 2, 2014	13.16.140
23C-7-10.5	Ord. No. 1564 § 2, 2014	13.16.150
23C-7-11	Ord. No. 952 § 2	13.16.160
23C-7-12	Ord. No. 952 § 2	13.16.170
23C-7-13	Ord. No. 952 § 2	13.16.180
23C-7-14	Ord. No. 952 § 2	13.16.190
23C-8-1	Ord. No. 1113 § 3	13.20.010
23C-8-2	Ord. No. 1113 § 3	13.20.020
23C-8-3	Ord. No. 1113 § 3	13.20.030

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23C-8-7	Ord. No. 1113 § 3	13.20.070
23C-8-8	Ord. No. 1113 § 3	13.20.080
23C-9-1	Ord. No. 1113 § 4	13.24.010
23C-9-2	Ord. No. 1113 § 4	13.24.020
23C-9-3	Ord. No. 1113 § 4	13.24.030
23C-9-4	Ord. No. 1113 § 4	13.24.040
23C-10-1	Ord. No. 1113 § 5	13.28.010
23C-10-2	Ord. No. 1113 § 5; Ord. No. 1511 § 4, 2009	13.28.020
23C-11-1	Ord. No. 1564 § 2, 2014	13.32.010
23C-11-2	Ord. No. 1564 § 2, 2014	13.32.020
23C-11-3	Ord. No. 1564 § 2, 2014	13.32.030
23C-11-4	Ord. No. 1564 § 2, 2014	13.32.040
23C-11-5	Ord. No. 1564 § 2, 2014	13.32.050
23C-11-6	Ord. No. 1564 § 2, 2014	13.32.060
23C-11-7	Ord. No. 1564 § 2, 2014	13.32.070
23C-12-1	Ord. 1208 § 3; Ord. 1536 § 3, 2011; Ord. No. 1541 § 3, 2012	13.36.010
23C-12-2	Ord. 1208 § 3; Ord. 1536 § 3, 2011; Ord. No. 1541 § 3, 2012	13.36.020
23C-12-3	Ord. 1208 § 3; Ord. 1536 § 3, 2011; Ord. No. 1541 § 3, 2012	13.36.030
23C-12-4	Ord. 1208 § 3; Ord. 1536 § 3, 2011; Ord. No. 1541 § 3, 2012	13.36.040
23C-12-5	Ord. 1208 § 3; Ord. 1536 § 3, 2011; Ord. No. 1541 § 3, 2012	13.36.050
23C-12-6	Ord. 1208 § 3; Ord. 1536 § 3, 2011; Ord. No. 1541 § 3, 2012	13.36.060
23C-12-7	Ord. 1208 § 3; Ord. 1536 § 3, 2011; Ord. No. 1541 § 3, 2012	13.36.070
23C-12-8	Ord. 1208 § 3; Ord. 1536 § 3, 2011; Ord. No. 1541 § 3, 2012	13.36.080
23C-13-1	Ord. No. 1469 § 3; Ord. No. 1608 § 3, 2016	13.40.010
23C-13-2	Ord. No. 1469 § 3; Ord. No. 1608 § 3, 2016	13.40.020
23C-13-3	Ord. No. 1469 § 3; Ord. No. 1608 § 3, 2016	13.40.030
23C-13-4	Ord. No. 1469 § 3	13.40.040
23C-13-5	Ord. No. 1469 § 3; Ord. No. 1608 § 3, 2016	13.40.050
23C-13-6	Ord. No. 1469 § 3; Ord. No. 1608 § 3, 2016	13.40.060
23C-13-7	Ord. No. 1469 § 3	13.40.070
23C-13-8	Ord. No. 1469 § 3; Ord. No. 1608 § 3, 2016	13.40.080
23C-13-9	Ord. No. 1469 § 3; Ord. No. 1608 § 3, 2016	13.40.090
23C-13-10	Ord. No. 1469 § 3	13.40.100
23C-14-1	Ord. No. 1580 § 2, 2015	13.44.010
23C-14-2	Ord. No. 1580 § 2, 2015	13.44.020
23C-14-3	Ord. No. 1580 § 2, 2015; Ord. No. 1592 § 2, 2015	13.44.030
23C-14-4	Ord. No. 1580 § 2, 2015	13.44.040
23C-14-5	Ord. No. 1580 § 2, 2015	13.44.050
23C-14-6	Ord. No. 1580 § 2, 2015	13.44.060
23C-14-7	Ord. No. 1580 § 2, 2015	13.44.070
23C-14-8	Ord. No. 1580 § 2, 2015	13.44.080
23C-14-9	Ord. No. 1580 § 2, 2015	13.44.090
23C-14-10	Ord. No. 1580 § 2, 2015	13.44.100
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23C-14-15	Ord. No. 1580 § 2, 2015	13.44.150
23C-14-16	Ord. No. 1580 § 2, 2015	13.44.160
23C-14-17	Ord. No. 1580 § 2, 2015	13.44.170
23C-14-18	Ord. No. 1580 § 2, 2015	13.44.180
23C-14-19	Ord. No. 1592 § 3, 2015	13.44.190
23C-14-20	Ord. No. 1580 § 2, 2015; Ord. No. 1592 § 3, 2015	13.44.200
23D-1-10	Ord. No. 1577 § 6, 2015	8.08.010
23D-1-20	Ord. No. 1577 § 6, 2015	8.08.020
23D-1-30	Ord. No. 1577 § 6, 2015	8.08.030
23D-1-40	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-50	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-60	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-70	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-80	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-90	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-100	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-110	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-120	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-130	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-140	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-150	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-160	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-170	Ord. No. 1577 § 6, 2015	8.08.040
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23D-1-240	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-250	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-260	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-270	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-280	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-290	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-300	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-310	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-320	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-330	Ord. No. 1577 § 6, 2015	8.08.040
23D-1-340	Ord. No. 1577 § 6, 2015	8.08.040
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23D-1-380	Ord. No. 1577 § 6, 2015	8.08.040
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23D-3-20	Ord. No. 1577 § 6, 2015	8.08.060
23D-3-30	Ord. No. 1577 § 6, 2015	8.08.060
23D-3-40	Ord. No. 1577 § 6, 2015	8.08.060
23D-3-50	Ord. No. 1577 § 6, 2015	8.08.060
23D-4-10	Ord. No. 1577 § 6, 2015	8.08.070
23D-4-20	Ord. No. 1577 § 6, 2015	8.08.070
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23D-5-10	Ord. No. 1577 § 6, 2015	8.08.080
23D-6-10	Ord. No. 1577 § 6, 2015	8.08.090
23D-7-10	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-20	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-30	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-40	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-50	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-60	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-70	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-80	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-90	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-100	Ord. No. 1577 § 6, 2015	8.08.100
23D-7-110	Ord. No. 1577 § 6, 2015	8.08.100
24-1-10	Ord. No. 1218 § 3	2.36.010
24-2-10	Ord. No. 1218 § 3	2.36.020
24-3-10	Ord. No. 1218 § 3; Ord. No. 1244 § 1	2.36.030
24-3-20	Ord. No. 1218 § 3	2.36.040
24-4-10	Ord. No. 1218 § 3	2.36.050
24-5-10	Ord. No. 1218 § 3	2.36.060
24-5-20	Ord. No. 1218 § 3	2.36.070
24-6-10	Ord. No. 1218 § 3	2.36.080
24A-1-10	Ord. No. 1295	17.156.010
24A-1-20	Ord. No. 1295	17.156.020
24A-1-30	Ord. No. 1295	17.156.030
24A-1-40	Ord. No. 1295	17.156.040
24A-2-10	Ord. No. 1295	17.156.050
24A-2-20	Ord. No. 1295	17.156.060
24A-2-30	Ord. No. 1295	17.156.070
24A-2-40	Ord. No. 1295	17.156.080
24A-2-50	Ord. No. 1295	17.156.090
24A-2-60	Ord. No. 1295	17.156.100
24A-3-10	Ord. No. 1295	17.156.110
24A-3-20	Ord. No. 1295	17.156.120
24A-3-30	Ord. No. 1295	17.156.130
24A-3-40	Ord. No. 1295	17.156.140
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24A-3-80	Ord. No. 1295	17.156.180
24A-3-90	Ord. No. 1295	17.156.190
24A-3-100	Ord. No. 1295	17.156.200
24A-3-110	Ord. No. 1295	17.156.210
25-1-10	Amended during the March 2009 supplement	17.04.010
25-1-20	Amended during the March 2009 supplement	17.04.020
25-1-30	Amended during the March 2009 supplement	17.04.030
25-1-40	Amended during the March 2009 supplement	17.04.040
25-1-50	Amended during the March 2009 supplement	17.04.050
25-1-60	Amended during the March 2009 supplement	17.04.060
25-2-10	Amended during the March 2009 supplement	17.08.010
25-2-20	Amended during the March 2009 supplement	17.08.020
25-2-30	Amended during the March 2009 supplement	17.08.030
25-2-40	Amended during the March 2009 supplement ; Ord. No. 1513 § 4, 2009; Ord. No. 1577 § 2, 2015	17.08.040
25-2-50	Amended during the March 2009 supplement	17.08.050
25-3-10	Amended during the March 2009 supplement ; Ord. No. 1547 § 4, 2013; Ord. No. 1569 § 2, 2014	17.12.010.
25-3-20	Amended during the March 2009 supplement	17.12.020
25-4-01	Amended during the March 2009 supplement	17.16.010
25-4-10	Ord. No. 1513 § 5, 2009; Ord. No. 1547 § 5, 2013; Ord. No. 1569 § 2, 2014	17.16.020
25-4-20	Amended during the March 2009 supplement ; Ord. No. 1547 § 5, 2013; Ord. No. 1569 § 2, 2014	17.16.030
25-5-10	Amended during the March 2009 supplement	17.20.010
25-5-20	Amended during the March 2009 supplement	17.20.020
25-5-30	Amended during the March 2009 supplement	17.20.030
25-5-40	Amended during the March 2009 supplement	17.20.040
25-5-50	Amended during the March 2009 supplement	17.20.050
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25-6-10	Amended during the March 2009 supplement	17.24.020
25-6-20	Amended during the March 2009 supplement	17.24.030
25-6-30	Amended during the March 2009 supplement	17.24.040
25-6-40	Amended during the March 2009 supplement	17.24.050
25-6.5-01	Amended during the March 2009 supplement	17.28.010
25-6.5-10	Amended during the March 2009 supplement	17.28.020
25-6.5-20	Amended during the March 2009 supplement	17.28.030
25-6.5-30	Amended during the March 2009 supplement	17.28.040
25-6.5-40	Amended during the March 2009 supplement	17.28.050
25-7-01	Amended during the March 2009 supplement	17.32.010
25-7-10	Amended during the March 2009 supplement	17.32.020
25-7-20	Amended during the March 2009 supplement	17.32.030
25-7-30	Amended during the March 2009 supplement	17.32.040
25-7-40	Amended during the March 2009 supplement	17.32.050
25-8-01	Amended during the March 2009 supplement	17.36.010
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25-8-30	Amended during the March 2009 supplement	17.36.040

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25-9-10	Amended during the March 2009 supplement	17.40.020
25-9-20	Amended during the March 2009 supplement	17.40.030
25-9-30	Amended during the March 2009 supplement	17.40.040
25-9-40	Amended during the March 2009 supplement	17.40.050
25-10-01	Amended during the March 2009 supplement	17.44.010
25-10-10	Amended during the March 2009 supplement	17.44.020
25-10-20	Amended during the March 2009 supplement	17.44.030
25-10-30	Amended during the March 2009 supplement	17.44.040
25-10-40	Amended during the March 2009 supplement	17.44.050
25-10-50	Amended during the March 2009 supplement	17.44.060
25-10-60	Amended during the March 2009 supplement	17.44.070
25-11-01	Amended during the March 2009 supplement	17.48.010
25-11-10	Amended during the March 2009 supplement	17.48.020
25-11-20	Amended during the March 2009 supplement	17.48.030
25-11-30	Amended during the March 2009 supplement	17.48.040
25-11-40	Amended during the March 2009 supplement	17.48.050
25-12-01	Amended during the March 2009 supplement	17.52.010
25-12-10	Amended during the March 2009 supplement	17.52.020
25-12-20	Amended during the March 2009 supplement	17.52.030
25-12-30	Amended during the March 2009 supplement	17.52.040
25-12-40	Amended during the March 2009 supplement	17.52.050
25-12-50	Amended during the March 2009 supplement	17.52.060
25-12-60	Amended during the March 2009 supplement	17.52.070
25-12-70	Amended during the March 2009 supplement	17.52.080
25-12-80	Amended during the March 2009 supplement	17.52.090
25-12-90	Amended during the March 2009 supplement	17.52.100
25-12.5-01	Amended during the March 2009 supplement	17.56.010
25-12.5-02	Amended during the March 2009 supplement	17.56.020
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25-12.5-20	Amended during the March 2009 supplement	17.56.040
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25-12.5-40	Amended during the March 2009 supplement	17.56.060
25-13-01	Amended during the March 2009 supplement	17.60.010
25-13-10	Ord. No. 1513 § 6, 2009; Ord. No. 1547 § 6, 2013	17.60.020
25-13-20	Ord. No. 1513 § 6, 2009	17.60.030
25-13-30	Amended during the March 2009 supplement	17.60.040
25-13-40	Amended during the March 2009 supplement	17.60.050
25-14-01	Amended during the March 2009 supplement	17.64.010
25-14-10	Amended during the March 2009 supplement	17.64.020
25-14-20	Amended during the March 2009 supplement	17.64.030
25-14-30	Amended during the March 2009 supplement	17.64.040
25-14-40	Amended during the March 2009 supplement	17.64.050
25-14.5-01	Amended during the March 2009 supplement	17.68.010
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25-14.5-20	Amended during the March 2009 supplement	17.68.030
25-14.5-30	Amended during the March 2009 supplement	17.68.040

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25-15-10	Amended during the March 2009 supplement	17.72.020
25-15-20	Amended during the March 2009 supplement	17.72.030
25-15-30	Amended during the March 2009 supplement	17.72.040
25-15-40	Amended during the March 2009 supplement	17.72.050
25-15-50	Amended during the March 2009 supplement	17.72.060
25-15.5-01	Amended during the March 2009 supplement	17.76.010
25-15.5-10	Amended during the March 2009 supplement	17.76.020
25-15.5-20	Amended during the March 2009 supplement	17.76.030
25-15.5-30	Amended during the March 2009 supplement	17.76.040
25-15.5-40	Amended during the March 2009 supplement	17.76.050
25-16-01	Amended during the March 2009 supplement	17.80.010
25-16-10	Amended during the March 2009 supplement	17.80.020
25-16-20	Amended during the March 2009 supplement	17.80.030
25-16-30	Amended during the March 2009 supplement	17.80.040
25-16-40	Amended during the March 2009 supplement	17.80.050
25-16-50	Amended during the March 2009 supplement	17.80.060
25-17-01	Amended during the March 2009 supplement	17.84.010
25-17-10	Amended during the March 2009 supplement	17.84.020
25-17-20	Amended during the March 2009 supplement	17.84.030
25-17-30	Amended during the March 2009 supplement	17.84.040
25-17-40	Amended during the March 2009 supplement	17.84.050
25-17-50	Amended during the March 2009 supplement	17.84.060
25-17.5-01	Amended during the March 2009 supplement	17.88.010
25-17.5-10	Amended during the March 2009 supplement	17.88.020
25-17.5-20	Amended during the March 2009 supplement	17.88.030
25-17.5-30	Amended during the March 2009 supplement	17.88.040
25-17.5-40	Amended during the March 2009 supplement	17.88.050
25-17.5-50	Amended during the March 2009 supplement	17.88.060
25-18-01	Amended during the March 2009 supplement	17.92.010
25-18-10	Amended during the March 2009 supplement ; Ord. No. 1560 § 1, 2014	17.92.020
25-18-20	Amended during the March 2009 supplement	17.92.030
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25-18-40	Amended during the March 2009 supplement	17.92.050
25-18-50	Amended during the March 2009 supplement	17.92.060
25-18-60	Amended during the March 2009 supplement	17.92.070
25-19-01	Amended during the March 2009 supplement	17.96.010
25-19-10	Amended during the March 2009 supplement	17.96.020
25-19-20	Amended during the March 2009 supplement	17.96.030
25-19-30	Amended during the March 2009 supplement	17.96.040
25-19-40	Amended during the March 2009 supplement	17.96.050
25-19-50	Amended during the March 2009 supplement	17.96.060
25-20-01	Amended during the March 2009 supplement	17.100.010
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25-21-15	Amended during the March 2009 supplement	17.104.020
25-21-20	Amended during the March 2009 supplement	17.104.030
25-21-23	Ord. No. 1589 § 2, 2015	17.104.040
25-21-25	Amended during the March 2009 supplement	17.104.050
25-21-30	Amended during the March 2009 supplement	17.104.060
25-21-35	Amended during the March 2009 supplement	17.104.070
25-21-40	Ord. No. 1365, 2003; Amended during the March 2009 supplement	17.104.080
25-21-45	Amended during the March 2009 supplement ; Ord. No. 1569 § 2, 2014	17.104.090
25-21-50	Amended during the March 2009 supplement	17.104.100
25-21-55	Amended during the March 2009 supplement	17.104.110
25-21-60	Amended during the March 2009 supplement	17.104.120
25-21-65	Amended during the March 2009 supplement	17.104.130
25-21-70	Amended during the March 2009 supplement	17.104.140
25-21-75	Amended during the March 2009 supplement	17.104.150
25-21-80	Amended during the March 2009 supplement ; Ord. No. 1562 § 2, 2014	17.104.160
25-21-85	Amended during the March 2009 supplement	17.104.170
25-21.5-10	Ord. No. 1539 § 3, 2012; Ord. No. 1597 § 2, 2016	17.108.010
25-21.5-20	Ord. No. 1539 § 3, 2012	17.108.020
25-21.5-30	Ord. No. 1539 § 3, 2012; Ord. No. 1597 § 2, 2016	17.108.030
25-21.5-40	Ord. No. 1539 § 3, 2012; Ord. No. 1597 § 2, 2016	17.108.040
25-21.5-50	Ord. No. 1539 § 3, 2012; Ord. No. 1597 § 2, 2016	17.108.050
25-21.5-60	Ord. No. 1539 § 3, 2012; Ord. No. 1597 § 2, 2016	17.108.060
25-21.5-70	Ord. No. 1539 § 3, 2012	17.108.070
25-21.5-80	Ord. No. 1539 § 3, 2012	17.108.080
25-22-01	Amended during the March 2009 supplement	17.112.010
25-22-10	Amended during the March 2009 supplement; Ord. No. 1577 § 4, 2015	17.112.020
25-22-20	Amended during the March 2009 supplement; Ord. No. 1577 § 5, 2015	17.112.030
25-22-30	Amended during the March 2009 supplement	17.112.040
25-22-40	Amended during the March 2009 supplement	17.112.050
25-22-50	Amended during the March 2009 supplement	17.112.060
25-23-01	Amended during the March 2009 supplement	17.116.010
25-23-10	Amended during the March 2009 supplement	17.116.020
25-23-15	Ord. No. 1493 § 4	17.116.030
25-23-20	Amended during the March 2009 supplement	17.116.040
25-23-30	Amended during the March 2009 supplement	17.116.050
25-23-40	Amended during the March 2009 supplement	17.116.060
25-23-50	Amended during the March 2009 supplement	17.116.070
25-23-60	Amended during the March 2009 supplement	17.116.080
25-24-10	Amended during the March 2009 supplement	17.120.010
25-24-15	Amended during the March 2009 supplement; Ord. No. 1594, § 2, 2015	17.120.020

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25-24-30	Amended during the March 2009 supplement; Ord. No. 1594 §§ 3, 4, 2015	17.120.040
25-24-40	Amended during the March 2009 supplement	17.120.050
25-24-50	Amended during the March 2009 supplement	17.120.060
25-24-60	Amended during the March 2009 supplement	17.120.070
25-24-70	Amended during the March 2009 supplement	17.120.080
25-24-80	Ord. No. 1518 § 2, 2010	17.120.090
25-25-01	Amended during the March 2009 supplement	17.124.010
25-25-10	Amended during the March 2009 supplement	17.124.020
25-25-20	Amended during the March 2009 supplement	17.124.030
25-25-30	Amended during the March 2009 supplement	17.124.040
25-26-01	Amended during the March 2009 supplement	17.128.010
25-26-10	Amended during the March 2009 supplement	17.128.020
25-26-20	Amended during the March 2009 supplement	17.128.030
25-26-30	Amended during the March 2009 supplement	17.128.040
25-27-01	Amended during the March 2009 supplement	17.132.010
25-27-10	Amended during the March 2009 supplement	17.132.020
25-27-20	Amended during the March 2009 supplement	17.132.030
25-27-30	Amended during the March 2009 supplement	17.132.040
25-27-40	Amended during the March 2009 supplement	17.132.050
25-27-50	Amended during the March 2009 supplement	17.132.060
25-27-60	Amended during the March 2009 supplement	17.132.070
25-27-70	Amended during the March 2009 supplement	17.132.080
25-27-80	Amended during the March 2009 supplement	17.132.090
25-27-90	Amended during the March 2009 supplement	17.132.100
25-28-01	Amended during the March 2009 supplement	17.136.010
25-28-10	Amended during the March 2009 supplement	17.136.020
25-28-20	Amended during the March 2009 supplement	17.136.030
25-28-30	Amended during the March 2009 supplement	17.136.040
25-28-40	Amended during the March 2009 supplement	17.136.050
25-28-45	Amended during the March 2009 supplement	17.136.060
25-28-50	Amended during the March 2009 supplement	17.136.070
25-28-60	Amended during the March 2009 supplement	17.136.080
25-29-01	Amended during the March 2009 supplement	17.140.010
25-29-05	Amended during the March 2009 supplement	17.140.020
25-29-10	Amended during the March 2009 supplement	17.140.030
25-29-20	Amended during the March 2009 supplement	17.140.040
25-29-30	Amended during the March 2009 supplement	17.140.050
25-29-40	Amended during the March 2009 supplement	17.140.060
25-30-10	Amended during the March 2009 supplement	17.144.010
25-30-20	Amended during the March 2009 supplement	17.144.020
25-30-30	Amended during the March 2009 supplement	17.144.030
25-30-40	Amended during the March 2009 supplement	17.144.040
25-31-10	Amended during the March 2009 supplement	17.148.010
25-31-20	Amended during the March 2009 supplement	17.148.020
25-31-30	Amended during the March 2009 supplement	17.148.030

TABLES

Prior Code Section	Prior Ordinance History	Section Herein
25-31-40	Amended during the March 2009 supplement	17.148.040
25-31-45	Amended during the March 2009 supplement	17.148.050
25-31-50	Amended during the March 2009 supplement	17.148.060
25-32-10	Ord. No. 1547 § 8, 2013	17.152.010
25-32-20	Ord. No. 1547 § 8, 2013	17.152.020
25-32-30	Ord. No. 1547 § 8, 2013	17.152.030
25-32-40	Ord. No. 1547 § 8, 2013	17.152.040
26-1-10	Ord. No. 1343, § 3	17.160.220
26-1-20	Ord. No. 1343, § 3	17.160.230
26-1-30	Ord. No. 1343, § 3	17.160.240
26-1-40	Ord. No. 1343, § 3	17.160.250
26-2-10	Ord. No. 1343, § 3	17.160.260
26-2-20	Ord. No. 1343, § 3; Ord. No. 1396 § 1	17.160.280
26-2-25	Ord. No. 1548 § 2, 2013	17.160.290
26-2-30	Ord. No. 1343, § 3	17.160.290
26-2-40	Ord. No. 1343, § 3; Ord. No. 1521 § 2, 2010	17.160.300
26-2-50	Ord. No. 1343, § 3	17.160.310
26-2-60	Ord. No. 1343, § 3	17.160.320
26-2-70	Ord. No. 1521 § 3, 2010	17.160.330
26-3-10	Ord. No. 1343, § 3	17.160.340
26-3-20	Ord. No. 1343, § 3	17.160.350
26-3-30	Ord. No. 1343, § 3	17.160.360
26-3-40	Ord. No. 1343, § 3	17.160.370
26-4-10	Ord. No. 1343, § 3	17.160.380
26-4-20	Ord. No. 1343, § 3; Ord. No. 1548 § 3, 2013	17.160.390
26-4-30	Ord. No. 1343, § 3; Ord. No. 1548 § 4, 2013	17.160.400
26-4-40	Ord. No. 1343, § 3	17.160.410
26-5-10	Ord. No. 1343, § 3	17.160.420
26-5-11	Ord. No. 1343, § 3	17.160.430
26-5-12	Ord. No. 1343, § 3	17.160.440
26-6-10	Ord. No. 1343, § 3	17.160.450
26-7-5	Ord. No. 1548 § 5, 2013	17.160.460
26-7-10	Ord. No. 1343, § 3	17.160.470
27-1-1	Ord. No. 1377 § 3	1.16.010
27-1-2	Ord. No. 1377 § 3	1.16.020
27-1-3	Ord. No. 1377 § 3; Ord. No. 1428 § 3	1.16.030
27-1-4	Ord. No. 1377 § 3	1.16.040
27-1-5	Ord. No. 1377 § 3; Ord. No. 1428 § 4	1.16.050
27-1-6	Ord. No. 1377 § 3; Ord. No. 1428 § 5	1.16.060
27-1-7	Ord. No. 1377 § 3	1.16.070
27-1-8	Ord. No. 1377 § 3	1.16.080
27-2-1	Ord. No. 1561 § 1, 2014	1.16.090
27-2-2	Ord. No. 1561 § 1, 2014	1.16.100
27-2-3	Ord. No. 1561 § 1, 2014	1.16.110
27-2-4	Ord. No. 1561 § 1, 2014	1.16.120
27-2-5	Ord. No. 1561 § 1, 2014	1.16.130
27-2-6	Ord. No. 1561 § 1, 2014	1.16.140
27-2-7	Ord. No. 1574 § 1, 2015	1.16.150



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: K.16.
SUBJECT: Consideration of Funding Priorities for FY20 Community Development Block Grant Program and Receive Public Input on CDBG Program

Recommendation for Action

Staff recommends that the City Council provide staff with input on funding priorities for the Fiscal Year 2020 (July 1, 2019 – June 30, 2020) Community Development Block Grant (CDBG) program and receive public comment on the City's CDBG program.

Fiscal Impact

The Federal governments permits CDBG entitlement communities to use up to 20 percent of its annual entitlement and available program income (repaid CDBG loans) for administration which includes staff costs. During FY19, \$100,865 is available for the City's administration expenses [0.2 x (\$504,328 entitlement)]. Because the Federal government has not adopted a final budget for the Department of Housing and Urban Development which administers the CDBG program, the FY20 amount available for administration may be more or less than current amount of \$100,865. Staff does not expect the City to receive program income totaling \$25,000 or more in FY19. Pursuant to CDBG regulations, a CDBG grantee generating less than \$25,000 in program income during a fiscal year may transfer the funds to the general fund. If the amount is \$25,000 or more, a grantee must then use the program income for its CDBG program in the following year.

Background

The CDBG program is a flexible program that since 1974 has provided communities with resources to address a wide range of unique community development needs. Woodland participates in the CDBG Entitlement Communities Program Area and receives an annual grant on a formula basis to develop a viable community by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate-income persons. HUD determines the amount of each grant by using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas. Each eligible activity funded through CDBG with the exception of program administration and planning activities must satisfy one of three national objectives: (1) benefit to low and moderate income persons, (2) aid in the prevention of slums or blight, and (3) meet a need having a particular urgency (urgent need).

As a CDBG entitlement recipient, the City receives CDBG funds on an annual basis from the Federal government. The City's entitlement amount varies each year and HUD has not released the FY20 amount. The following information details how the funding of \$504,328 for the current fiscal year (FY19) has been allocated.

Public Infrastructure (Available CDBG funds \$330,624, 65% of total CDBG resources)

- Yolo Care Continuum, Safe Harbor Rehabilitation – \$70,000
- Yolo Wayfarer Center, Shelter Courtyard Phase 2 – \$70,000
- City of Woodland, ADA Accessibility Project – \$190,624

Notes: The funding available includes \$2,810 in unutilized funds from prior year construction activities. The

Yolo Wayfarer Center has submitted a scope change that will be considered by the City Council at a future meeting.

Public Services (Available CDBG funds \$75,649, 15% of total CDBG resources)

- Legal Services of Northern California, Fair Housing Services – \$10,000
- Empower Yolo, Shelter Services – \$8,000
- Yolo Community Care Continuum, New Dimensions Supported Housing – \$9,000
- Yolo Wayfarer Center DBA Fourth and Hope, Emergency Shelter Services – \$12,000
- City of Woodland, Social Services Manager – \$6,000
- Short Term Emergency Aid Committee, Woodland Homeless Prevention Program – \$8,000
- Meals on Wheels, Home Delivered Meals Program – \$10,649
- Northern California Children's Therapy Center, Project Hope for Children – \$6,000
- Yolo County Children's Alliance, MediCal & CalFresh Enrollment & Retention – \$6,000

Administration (Available CDBG funds \$100,865, 20% of total CDBG resources)

- Staff costs, public noticing, and other costs related to the administration of the CDBG program

CDBG regulations limit public service and administration expenditures to 15% and 20%, respectively, of the total CDBG resources (annual entitlement plus available program income funds). It has been the City's longstanding practice to reserve at least 40% of the available public service funds for food and shelter programs. For FY19, food and shelter programs are receiving 78.8% of the available public service funds. Food and shelter programs funded during FY19 are Empower Yolo, Yolo Community Care Continuum, Yolo Wayfarer Center, City of Woodland (Social Services Manager), Short Term Emergency Aid Committee, Empower Yolo, Meals on Wheels Yolo County, and the Yolo County Children's Alliance.

This month the City will release a CDBG notice of funding availability for the City's FY20 program. An applicant workshop will be held later this month and applications will be due in March. City staff will convene a CDBG Review Panel with at least three community members to review the submitted applications and make recommendations on funded applicants and the level of funding. A public meeting will be held in April to obtain public comments on the review panel's recommendations. By June or July, the City Council will review and finalize the funding allocations for FY20 during consideration of the City's FY20 CDBG Action Plan at a noticed public hearing.

Discussion

The Federal government has provided interim funding for HUD and a number of other agencies. Once Congress and the President agree on a final funding bill for HUD and other agencies, CDBG funding allocations will be determined for Woodland and other CDBG entitlement communities. At this time, the deadline for agreement is February 14. Otherwise, portions of the Federal government including HUD will be shut down again.

Conclusion

Staff recommends that the City Council provide staff with input on funding priorities for the Fiscal Year 2020 (July 1, 2019 – June 30, 2020) Community Development Block Grant (CDBG) program and receive public comment on the City's CDBG program.

Prepared by: Dan Sokolow
Senior Planner



Paul Navazio
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 5, 2019
ITEM #: K.17.
SUBJECT: Agricultural Mitigation Ordinance

Recommendation for Action: Staff recommends that the City Council waive the first reading of an Ordinance adding Chapter 33 to Title 15 of the City of Woodland Municipal Code Implementing the General Plan Policy pertaining to Agricultural Mitigation.

Staff Contact

Ken Hiatt, Assistant City Manager – (530) 661-5930, Ken.hiatt@cityofwoodland.org

Fiscal Impact

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

City Council Goals 2019-2020 (Draft)

Sustainability - Adoption of an agricultural mitigation ordinance consistent with General Plan policy objectives is listed as one of the critical initiatives under the Sustainability Objectives of the draft Council Goals for 2019-2020 which states an overall sustainability objective to:

“Foster a sustainable community for the next generation and protect and improve the quality of the natural environment and human well-being through stewardship of land, water, air, and energy resources and by providing all residents with opportunities to live active and healthy lifestyles.”

Background

The City of Woodland does not currently have an ordinance pertaining to the requirement for mitigation of agricultural land as a result of urban development. However, the City has required previous projects such as Spring Lake to mitigate for agricultural impacts as a mitigation measure under CEQA. The Local Agency Formation Commission (LAFCo) has a policy requirement that all annexations resulting in the loss of prime agricultural land mitigate at a ratio of 1:1.

The recently adopted City of Woodland 2035 General Plan incorporated a guiding principal and several policies pertaining to the preservation of agricultural land as well as mitigation of its loss due to planned future urban growth.

GP Guiding Principal #7 - Agricultural Heritage: *Preserve and protect prime agricultural lands and their uses within and surrounding the community.*

Woodland's surrounding agriculture is an important part of the community's heritage, plays a major role in the city's economy, and endows Woodland with a unique sense of place. To help maintain this important resource, the General Plan maintains the voter-approved Urban Limit Line within which urban development will be contained. Development will occur in an orderly, contiguous manner to

preserve agricultural use of land as long as possible. Outside the current city limits, the City will encourage and support continued agricultural use of land.

GP Land Use Policy 2.A.3 - Agricultural Mitigation. *For impacts to agricultural land within the ULL, require one acre to be permanently conserved for every acre converted to urban development (1:1 ratio). The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located outside of, but as close to the Woodland Urban Limit Line as possible.*

GP Sustainability, Conservation... Goal 7.C – Preserve Farmland. Promote preservation and economic viability of agricultural land surrounding the ULL.

Staff has drafted the proposed Agricultural Mitigation Ordinance to implement and further define the City's General Plan requirements pertaining to the impacts to agricultural land within the Urban Limit Line. Input on the ordinance was solicited from staff and representatives from a variety of stakeholders including; the Yolo Land Trust, Natural Resources Conservation Service, Yolo Habitat Conservancy, Yolo County, Local Agency Formation Commission, the Chamber of Commerce, and the development community. Comments received contributed significantly to the drafting of the proposed Ordinance.

Discussion

The following is a summary of the key provisions of the proposed ordinance that is attached to this report and recommended for approval:

Section 15.33.020 - Definitions.

The Ordinance defines several important terms used, the most significant of which is the definition of agricultural land or farmland which is defined as:

(a) Agricultural land or farmland. Those land areas of the city and/or unincorporated Yolo County, regardless of current General Plan and Zoning Designation, that are either currently used for agricultural purposes or that are substantially undeveloped and capable of agricultural production. Land that is determined to be incapable of supporting the production of agricultural commodities that would yield a reasonable economic return is excluded from this definition and does not require agricultural mitigation under this section. Any such determination shall be made by the City Council on a permit (or other) application upon review of evidence at the time of permit (or other) application.

Section 15.33.030 - Mitigation requirements.

This section defines what actions trigger the requirement of mitigation for loss of agricultural land, the amount of mitigation required, and the quality of the mitigation land relative to the land being converted. The following are excerpts from this section:

- (a) Mitigation for the loss of agricultural land shall be required whenever the City Council approves a General Plan Amendment and/or rezone for urban development on agricultural land or farmland as defined herein. For every acre converted to urban development, one (1) acre of mitigation shall be required (1:1 ratio), except as otherwise required herein.
- (b) Agricultural mitigation land shall be of same quality of land or higher than the land being converted. Determination of quality shall be based on the most current classification from the Farmland Mapping and Monitoring Program of the California

Department of Conservation, Division of Land Resource Protection and take into consideration any utilization of the property that may have changed the farmland quality.

The City may require assessment such as Revised Storie Index Rating or Use of Land Evaluation and Site Assessment (LESA) be conducted to determine the quality of converted and/or agricultural mitigation land to ensure equivalent quality of the agricultural mitigation land.

Additionally, Section 15.33.030 includes specific uses or activities that are exempt from the mitigation requirements. The uses and activities proposed within the ordinance to be exempt include:

- (i) Affordable housing projects, where all of the units are affordable to extremely low, very low, or low income households, as defined in Chapter 15.16 of the City of Woodland Municipal Code (Affordable Housing); and
- (ii) Public uses such as parks, greenbelts, schools, cultural institutions, and other public agency facilities and infrastructure that do not generate revenue. The applicability of this exemption to public facilities and infrastructure that generate revenue City Council may partly or entirely deny the exemption if it determines the additional cost of complying with this program does not jeopardize project feasibility and no other circumstances warrant application of the exemption.

Section 15.33.040 - Agricultural Mitigation Implementation

This section addresses where and how the mitigation is to be implemented. In addition to requiring that all mitigation lands must be at a minimum within Yolo County, the subsection (b) prescribes three factors that could adjust the amount of mitigation required based on location and quality of mitigation land.

- (b) Adjustment Factors. The following adjustment factors shall be applied, where relevant, to modify the base ratio:
 - (i) Mitigation of agricultural land or farmland occurring on lands beyond four (4) miles from the Urban Limit Line of the City of Woodland shall be mitigated at a ratio of 2 acres of conservation for every acre converted (2:1 ratio).
 - (ii) Mitigation of agricultural land or farmland consisting of an agricultural easement on land that is determined to be of lesser quality than the land being converted, but not lower than level of Statewide Importance, shall require a mitigation ratio of two (2) acres of conservation for every acre converted (2:1 ratio).
 - (iii) Mitigation of agricultural land or farmland that meets both factors above shall require a mitigation of three (3) acres of conservation for every acre converted (3:1 ratio).

As a means to incentivize the preservation of agricultural land that also serves as high value habitat land as identified within the Yolo Habitat Conservation Plan, a provision is proposed in this section that would allow under specific conditions an acre of agricultural mitigation credit for every acre of habitat conservation easement a project secures. The following excerpt describes the application of this credit.

- (iv) For projects that are required under CEQA to mitigate for habitat loss associated with conversion of agricultural land and that mitigate for such impact by providing a habitat conservation easement on agricultural land in a priority habitat conservation area and in a manner consistent with the Yolo Habitat Conservation Plan, shall receive one (1) acre of agricultural mitigation credit for every one (1) acre of habitat conservation easement that meets this criteria. To receive the credit, the habitat conservation easement lands must first be approved by the Yolo Habitat Conservancy Board. The City shall then make a determination whether the easement property meets the definition of agricultural land as

defined in Section 15.33.020 of this Chapter.

Section 15.33.050 - Compliance

This section addresses how compliance with the mitigation requirement will be satisfied. For projects of (20) acres or more, a farmland conservation easement shall be recorded on the mitigation lands and funds necessary to establish an endowment for on-going monitoring of compliance and enforcement to ensure that the conservation purposes of the easement are maintained in perpetuity. Projects that are less than 20 acres and require mitigation, shall pay a fee in-lieu of securing an easement. The City will aggregate these fees or use them in combination with other outside sources to secure agricultural mitigation on larger parcels. Due to the cost to establish and monitor the easements, it is recommended that this minimum size threshold be incorporated. Additional, if credits are available for purchase from a qualifying mitigation bank, projects may satisfy all or part of their mitigation through purchase of credits from the mitigation bank. The following are excerpts of the compliance section.

- (a) If the area to be converted is twenty (20) acres or more in size, subject to the exception in (c), below, compliance with this Ordinance shall consist of granting, in perpetuity by evidence of recording into the public record, a farmland conservation easement to a qualifying entity with the City of Woodland as a third party beneficiary, for the quantity and quality of land required herein, together with the provision of funds sufficient to compensate for all administrative costs incurred by the qualifying entity and the City as well as funds needed to establish an endowment to provide for monitoring, enforcement, and all other services necessary to ensure that the conservation purposes of the easement are maintained in perpetuity.
- (b) If the area to be converted is less than twenty (20) acres in size, compliance with this Ordinance shall consist of payment of an in-lieu fee established by the City to purchase a farmland conservation easement consistent with the provisions of this section; and the payment of fees in an amount established by the City to compensate for all administrative costs incurred by the City inclusive of endowment funds for the purposes set forth in subsection (a), above. The in-lieu fee, paid to the City, shall be used for agricultural mitigation purposes only (i.e. purchases of conservation easements and related transaction and administrative costs).
- (c) If the City or a qualifying entity establishes a local farmland mitigation bank and sufficient credits are available at a total cost not exceeding the in lieu fee (and all related transactional and similar costs), projects of 20 acres or less shall satisfy their farmland mitigation requirement by purchasing credits from the mitigation bank in a quantity sufficient to discharge the mitigation obligations of the project under this section. Projects converting more than twenty (20) acres of farmland may also purchase credits to discharge their farmland mitigation requirement, in lieu of providing an easement. A farmland mitigation bank must be approved by the City Council for local (i.e., within Yolo County) mitigation needs based upon a determination that it satisfies all of the farmland mitigation requirements of this section. Landowners and project applicants that conserve more farmland than necessary to satisfy their mitigation obligations may seek approval of a farmland mitigation bank through an application process to be developed by the City.

Recommendation for Action

Staff recommends that the City Council adopt Ordinance No. _____, establishing an Agricultural Mitigation

Ordinance for the conversion of agriculture land to urban development.

Prepared by: Ken Hiatt, Assistant City Manager/Community and Economic Development Director



Paul Navazio
City Manager

Attachments:

1. Ag Mitigation Ordinance
2. Ag Mitigation Boundaries

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND ADDING CHAPTER 33 TO TITLE 15 OF THE CITY OF
WOODLAND MUNICIPAL CODE IMPLEMENTING THE GENERAL
PLAN POLICY PERTAINING TO AGRICULTURAL MITIGATION**

WHEREAS, on May 16, 2017, the City Council of the City of Woodland adopted the 2035 General Plan and the 2035 Climate Action Plan; and

WHEREAS, the City of Woodland conducted numerous public workshops and community sessions seeking comments and participation on the 2035 General Plan update, including review of goals, policies, and implementation programs; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), on May 16, 2017, the City Council certified the Final Environmental Impact Report (FEIR) for the 2035 General Plan and 2035 Climate Action Plan; and

WHEREAS, the 2035 General Plan Land Use Policy 2.A.3 - Agricultural Mitigation reads, "For impacts to agricultural land within the ULL, require one acre to be permanently conserved for every acre converted to urban development (1:1 ratio). The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located outside of, but as close to the Woodland Urban Limit Line as possible."; and

WHEREAS, Implementation Program 2.26 of the 2035 General Plan calls for the development and adoption of an Agricultural Mitigation Ordinance that evaluates appropriate mitigation ratios and easement locations; and

WHEREAS, the City reviewed the proposed Agricultural Mitigation Ordinance with staff and representatives from the Yolo Habitat Conservancy, Local Agency Formation Commission, Yolo Land Trust, Natural Resources Conservation Service, and Chamber of Commerce and comments received contributed to drafting of the Ordinance.

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

Section 1. Authority. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 2. Chapter 33 of Title 15 is hereby added to the City of Woodland Municipal Code to read as follows:

CHAPTER 15.33 AGRICULTURAL MITIGATION

15.33.010	Purpose
15.33.020	Definitions
15.33.030	Mitigation Requirements
15.33.040	Agricultural Mitigation Implementation
15.33.050	Compliance

15.33.010 Purpose

(a) The purpose of this Chapter is to implement the agricultural land conservation policies contained in the City of Woodland 2035 General Plan with a program designed to permanently protect agricultural land located in Yolo County.

(b) The City Council of the City of Woodland finds that this chapter is necessary for the following reasons: California is losing farmland at a rapid rate; Yolo County farmland is of exceptional productive quality; loss of agricultural land is consistently a significant impact under CEQA in development projects; the Woodland 2035 General Plan has policies to preserve farmland; the city is surrounded by farmland; the continuation of agricultural operations preserves the landscape and environmental resources; loss of farmland to development is irreparable, and agriculture is an important component of the city's economy; and losing agricultural land will have a cumulatively negative effect on the economy of the city.

15.33.020 Definitions

For purposes of this chapter, the following definitions shall apply:

(a) **Agricultural land or farmland.** Those land areas of the city and/or unincorporated Yolo County, regardless of current General Plan and Zoning Designation, that are either currently used for agricultural purposes or that are substantially undeveloped and capable of agricultural production. Land that is determined to be incapable of supporting the production of agricultural commodities that would yield a reasonable economic return is excluded from this definition and does not require agricultural mitigation under this section. Any such determination shall be made by the City Council on a permit (or other) application upon review of evidence at the time of permit (or other) application.

(b) **Agricultural mitigation land.** Agricultural land encumbered by a farmland deed restriction, a farmland conservation easement, or such other farmland conservation mechanism acceptable to the city.

(c) **Agricultural use.** Use of land for the purpose of producing food, fiber, or livestock for commercial purposes.

(d) **Farmland conservation easement.** The granting of an easement over agricultural land for the purpose of restricting its use to agricultural uses. The interest granted pursuant to a farmland conservation easement is an interest in land that is less than fee simple.

(e) **Prime farmland.** Prime farmland shall generally mean farmland that meets the criteria applied by the Farmland Mapping and Monitoring Program of the California Department of Conservation, Division of Land Resource Protection. Farmland shall also be considered prime farmland for purposes of this section if it meets the definition of "prime agricultural land" in Government Code Section 51201. Additionally, land that is not currently in production shall also be considered prime farmland under this section if, in the reasonable judgment of the City Council, it would be considered prime farmland under either of the foregoing definitions if it was in active production.

(f) **Qualifying entity.** A nonprofit public benefit 501(c)(3) corporation or other entity eligible to hold a conservation easement for mitigation purposes under California law, including but not limited to Civil Code Section 815, operating in Yolo County for the purpose of conserving and protecting land in its natural, rural, or agricultural condition. The City will consider the following criteria when considering a proposed agricultural conservation entity for these purposes, and when monitoring the performance of qualifying entities over time:

(1) Whether the proposed entity is a non-profit organization or other entity eligible to hold a conservation easement for mitigation purposes under Civil Code Section 815.3 that is either based locally, is statewide, or is a regional branch of a national non-profit organization whose principal purpose is holding and administering agricultural conservation easements for the purposes of conserving and maintaining lands in agricultural production;

(2) Whether the entity has a long-term proven and established record for holding and administering easements for the purposes of conserving and maintaining lands in agricultural production;

(3) Whether the entity has a history of holding and administering easements in Yolo County for the foregoing purposes, including annual compliance monitoring;

(4) Whether the entity has adopted the Land Trust Alliance's "Standards and Practices" and is operating in compliance with those Standards and Practices; and

(5) Any other information that the City finds relevant under the circumstances. A local public agency may be an easement co-holder if that agency was the lead agency during the environmental review process or if otherwise authorized by the Board of Supervisors to co-hold a conservation easement. The City also favors that applicants transfer easement rights directly or indirectly (i.e., through a transaction involving a third party) to the qualifying entity in accordance with that entity's procedures. The City retains the discretion to determine whether the proposed agricultural conservation entity identified by the applicant has met the criteria delineated above.

(g) **Urban Development.** Development consisting of residential, industrial, commercial, and/or institutional uses.

15.33.030 Mitigation requirements

(a) Mitigation for the loss of agricultural land shall be required whenever the City Council approves a General Plan Amendment and/or rezone for urban development on agricultural land or farmland as defined herein. For every acre converted to urban development, one (1) acre of mitigation shall be required (1:1 ratio), except as otherwise required herein.

(b) Agricultural mitigation land shall be of same quality of land or higher than the land being converted. Determination of quality shall be based on the most current classification from the Farmland Mapping and Monitoring Program of the California Department of Conservation, Division of Land Resource Protection and take into consideration any utilization of the property that may have changed the farmland quality. The City may require assessment such as Revised Storie Index Rating or Use of Land Evaluation and Site Assessment (LESA) be conducted to determine the quality of converted and/or agricultural mitigation land to ensure equivalent quality of the agricultural mitigation land.

(c) The following uses and activities shall be exempt from the requirements of this Ordinance:

(i) Affordable housing projects, where all of the units are affordable to extremely low, very low, or low income households, as defined in Chapter 15.16 of the City of Woodland Municipal Code (Affordable Housing); and

(ii) Public facilities such as parks, greenbelts, schools, cultural institutions, and other public agency facilities and infrastructure that do not generate revenue. The applicability of this exemption to public facilities and infrastructure that do not generate revenue shall be evaluated by the City Council on a case-by-case basis. The City Council may partly or entirely deny the exemption if it determines the additional cost of complying with this program does not jeopardize project feasibility and no other circumstances warrant application of the exemption.

15.33.040 Agricultural Mitigation Implementation

Agricultural mitigation required by this section shall be implemented as follows:

(a) **Location, Generally.** Agricultural mitigation lands shall be located wholly within Yolo County.

(b) **Adjustment Factors.** The following adjustment factors shall be applied, where relevant, to modify the base ratio:

(i) Mitigation of agricultural land or farmland occurring on lands beyond four (4) miles from the Urban Limit Line of the City of Woodland shall be mitigated at a ratio of 2 acres of conservation for every acre converted (2:1 ratio).

(ii) Mitigation of agricultural land or farmland consisting of an agricultural easement on land that is determined to be of lesser quality than the land being converted, but not lower than level of Statewide Importance, shall require a mitigation ratio of two (2) acres of conservation for every acre converted (2:1 ratio).

(iii) Mitigation of agricultural land or farmland that meets both factors above shall require a mitigation of three (3) acres of conservation for every acre converted (3:1 ratio).

(iv) For projects that are required under CEQA to mitigate for habitat loss associated with conversion of agricultural land and that mitigate for such impact by providing a habitat conservation easement on agricultural land in a priority habitat conservation area and in a manner consistent with the Yolo Habitat Conservation Plan, shall receive one (1) acre of agricultural mitigation credit for every one (1) acre of habitat conservation easement that meets this criteria. To receive the credit, the habitat conservation easement lands must first be approved by the Yolo Habitat Conservancy Board. The City shall then make a determination whether the easement property meets the definition of agricultural land as defined in Section 15.33.020 of this Chapter.

15.33.050 Compliance

(a) If the area to be converted is twenty (20) acres or more in size, subject to the exception in (c), below, compliance with this Ordinance shall consist of granting, in perpetuity by evidence of recording into the public record, a farmland conservation easement to a qualifying entity with the City of Woodland as a third party beneficiary, for the quantity and quality of land required herein, together with the provision of funds sufficient to compensate for all administrative costs incurred by the qualifying entity and the City as well as funds needed to establish an endowment to provide for monitoring, enforcement, and all other services necessary to ensure that the conservation purposes of the easement are maintained in perpetuity.

(b) If the area to be converted is less than twenty (20) acres in size, compliance with this Ordinance shall consist of payment of an in-lieu fee established by the City to purchase a farmland conservation easement consistent with the provisions of this section; and the payment of fees in an amount established by the City to compensate for all administrative costs incurred by the City inclusive of endowment funds for the purposes set forth in subsection (a), above. The in-lieu fee, paid to the City, shall be used for agricultural mitigation purposes only (i.e. purchases of conservation easements and related transaction and administrative costs).

(c) If the City or a qualifying entity establishes a local farmland mitigation bank and sufficient credits are available at a total cost not exceeding the in lieu fee (and all related transactional and similar costs), projects of 20 acres or less shall satisfy their farmland mitigation requirement by purchasing credits from the mitigation bank in a quantity sufficient to discharge the mitigation obligations of the project under this section. Projects converting more than twenty (20) acres of farmland may also purchase credits to discharge their farmland mitigation requirement, in lieu of providing an easement. A farmland mitigation bank must be approved by the City Council for local (i.e., within Yolo County) mitigation needs based

upon a determination that it satisfies all of the farmland mitigation requirements of this section. Landowners and project applicants that conserve more farmland than necessary to satisfy their mitigation obligations may seek approval of a farmland mitigation bank through an application process to be developed by the City.

(d) Agricultural mitigation shall be completed as a condition of approval prior to the acceptance of a final parcel or subdivision map, or prior to the issuance of any building permit for development projects that do not involve a map.

Section 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 4. CEQA. The proposed adoption of an Agricultural Mitigation Ordinance is exempt from review under the California Environmental Quality Act (CEQA) under Section 15183, “Projects Consistent with a Community Plan or Zoning,” as it was directed by the Woodland General Plan 2035 through Policy 2.A.3 which was supported by the Woodland General Plan 2035 Environmental Impact Report. The requirement of agricultural mitigation is a protective measure, and seeks to aid in the preservation of farmland within the City’s Urban Limit Line.

Section 5. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

PASSED AND ADOPTED by the City Council of the City of Woodland on this 5th day of February, 2019, as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



City of Woodland
Ag Mitigation
Boundary Lines

-  Urban Limit Line - 4 mile Buffer
-  Urban Limit Line
-  Yolo County Boundary

1:100,000
0 1 2 4
Miles

