



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

March 19, 2019
6:00 PM

CITY COUNCIL

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

1. SUBJECT: Long Range Calendar

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

F. MINUTES

2. SUBJECT: City Council Meeting Minutes of February 26, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the Special City Council Meeting minutes of February 26, 2019.

G. PRESENTATIONS

3. SUBJECT: Women's History Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim March 2019 as Women's History Month, themed "Visionary Women: Champions of Peace and Nonviolence".

H. CONSENT CALENDAR

4. SUBJECT: Public Works Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of December 2018 through February 2019.

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

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, 1) amending the consultant services agreement with Associated Engineering Consultants, Inc. for the Spring Lake Central Phase 5 Subdivision in the amount of \$10,000 for a total contract amount of \$87,020 and 2) amending the consultant services agreement with Associated Engineering Consultants, Inc. for the Cal-West Phase 3 & 4 Subdivisions in the amount of \$17,000 for a total contract amount of \$152,914; and authorize the City Manager to execute the agreement.

6. SUBJECT: Approve Consultant Services Agreement for County Road 25A (Miekle Ave. to Promenade Dr.) Improvement Project, CIP 19-09

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement with Cunningham Engineering Consultants, in the amount of \$94,200.00 for the County Road 25A(Miekle Ave. to Promenade Dr.) Improvement Project, CIP 19-09 and authorize the City Manager to execute the agreement.

7. SUBJECT: Appropriate Project Funding for 2018 WPCF Pond 7 Biosolids Drying and Removal, CIP 18-06.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Approving the reallocation of \$34,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to 2018 WPCF Pond 7 Biosolids Drying and Removal, CIP 18-06; and 2) Approving construction contingencies of up to \$31,000 (6.3% of the contract award amount of \$429,000) for a total contract amount of \$693,000.

8. SUBJECT: Award Construction Contract for the Water Pollution Control Facility (WPCF) South Pond Pump Station (SPPS) Rehabilitation, CIP #18-07

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) Award a construction contract in the amount of \$486,000 to W. M. Lyles Co. for CIP 18-07, WPCF South Pond Pump Station Rehabilitation and authorize a contract contingency of up to 10% (\$48,600); and
2) Approve the appropriation of \$540,000 from CIP 14-02, Water Pollution Asset Replacement Project to CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

9. SUBJECT: 2019 ADA Improvement Project, CIP 19-08; Approve Plans and Specifications, Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2019 ADA Improvement Project, CIP 19-08, and authorizing bid advertisement.

10. SUBJECT: Approve First Amendment to Consultant Agreement for Professional Services for Building Division Chief Building Official, Plan Review and Inspections Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve the first amendment to a contract agreement with Interwest Consulting Group for Building Division Chief Building Official, Plan Review and Inspections Services, to extend the contract time from July 1, 2019 to June 30, 2020 and to increase the amount of compensation in accordance in accordance with the Professional Services Agreement dated July 1, 2018 for an amount not to exceed \$230,000.00.

11. SUBJECT: Approval of Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope) Funded through the 2018 Continuum of Care Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2018 Continuum of Care program competition in the aggregate amount of \$268,888 and authorizes the Finance Officer to amend the budget as necessary.

I. REPORTS OF THE CITY MANAGER

12. SUBJECT: Award Construction Contract for the North Regional Pond and Pump Station, CIP #17-21

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, to 1) Reject the bid protest filed by T&S Construction Co., Inc. as meritless; and 2) Award a Construction Contract to Myers & Sons Construction, LLC for \$6,674,875 for the North Regional Pond and Pump Station, CIP #17-21 ("Project") and authorize a contract contingency of up to 10% (\$667,488); and 3) Approve the transfer of \$1,000,000 from Fund 681 – SLIF Storm Drain to the Project.

13. SUBJECT: Amend the FY 19/20 Capital Budget to appropriate funds to the 2020 Road Rehabilitation Project, CIP 19-05

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, amending the FY 19/20 Capital Budget to appropriate Road Maintenance and Rehabilitation Account funds to the 2020 Road Rehabilitation Project, CIP 19-05.

14. SUBJECT: Increase Budget Appropriation for Homeless-Related Activities and Amendments to 1) Memorandum of Understanding for the Operation of the Temporary Emergency Shelter, and 2) Joan Planell Professional Services Agreement for Homeless Consultation Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) approving additional appropriations of \$71,250 to the General Fund for homeless-related activities; and 2) authorize the City Manager to execute Amendment #1 to the Memorandum of Understanding (MOU) among the City of Woodland, County of Yolo, and Yolo Wayfarer Center in order to extend the operation of the Temporary Emergency Shelter through June 30, 2019; and 3) authorize the City Manager to execute Amendment #3 to the professional services agreement with Joan Planell for homeless consultation services.

15. SUBJECT: Adopt Urban Forest Master Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the Urban Forest Master Plan.

16. SUBJECT: Woodland Fire Services Standards of Coverage and Headquarters Capacity Review

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and accept the Citygate Associates' study and direct staff to develop a multiyear plan for phased implementation of the study's recommendations.

17. SUBJECT: Commercial Cannabis Program Oversight

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) amending the FY2018/19 budget appropriating anticipated revenues from the City's Commercial Cannabis Program, 2) authorizing the augmentation of 2.5 staff positions to be supported by Commercial Cannabis Program revenues.

J. 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 March 19, 2019 was posted on March 15, 2019 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

A handwritten signature in black ink, appearing to read 'Ana B. Gonzalez', with a stylized flourish at the end.

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: March 19, 2019
ITEM #: E.1.
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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



Paul Navazio
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

MARCH 26TH	SPECIAL MEETING
Spring Budget Workshop	

APRIL 2ND	REGULAR MEETING
City Council Minutes of March 5 th and 19 th U.S. Census Resolution – April 2 nd Kick-off Woodland Research & Technology Park Update Animal Services/Shelter Update I-5 / CR 102 Landscape Project	

APRIL 16TH	REGULAR MEETING
Say-Yolo Mosquito & Vector Control Community Service Award Nominees Recreation / Sports Facilities - Update & Funding Priorities Development Impact Fee Update Neighborhood Traffic Calming Program	

MAY 7TH	CANCELED	CAP-TO-CAP
Make-Up Meeting Date (TBD)		

MAY 21ST	REGULAR MEETING
Presentation: Proposed Budget General Plan Status Report / Annual Housing Update	

Future Topics / Study Sessions:

June Board and Commission Appointmnets FY 2019/20 Budget Adoption Tree Preservation Ordinance	July PH – Waste Mgmt Liens – July 16 th
August	TBD Mobile Food Vendor Permits Non-Conforming Use Zoning Update Sewer Rates (Prop 218)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: F.2.
SUBJECT: Special City Council Meeting Minutes of February 26, 2019

Recommendation for Action:

Staff recommends that the City Council adopt the Special City Council Meeting minutes of February 26, 2019.

Staff Contact:

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

A handwritten signature in black ink, reading "Paul Navazio".

Paul Navazio
City Manager

Attachments:

1. 02_26_19 DRAFT SPECIAL CC MINS

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, February 26, 2019

6:00 PM

City Council

**CITY COUNCIL
CLOSED SESSION
5:30 PM**

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Gov't Code § 54956.9(d)(1))
City of Woodland v. Mark D. Milton & Victoria M. Matucci, et al., Yolo County Superior Court, Case No. ED 16-557

**CITY COUNCIL SPECIAL MEETING
6:00 PM**

C. CALL TO ORDER

Meeting called to order at 06:07 PM

D. ROLL CALL

Present: Barajas, Fernandez, Lansburgh and Rodriguez
Absent: Stallard

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Diane Adams.

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.

Laura Mendez and Kimberly Cargile spoke regarding Cannibas dispensaries.

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.

2. SUBJECT: Long Range Calendar

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

H. PRESENTATIONS

3. SUBJECT: Woodland Public Library Annual Report FY 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Woodland Public Library Annual Report 2017-2018 presented by the Woodland Public Library Board of Trustees.

Presentation by Diane Adams, President of Library Board of Trustees and Greta Galindo, Library Services Director.

I. CONSENT CALENDAR

4. SUBJECT: Designation of March 2, 2019 as Arbor Day

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, designating March 2, 2019 as Arbor Day in the City of Woodland.

Adopted RESOLUTION NO. 7219, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DESIGNATING MARCH 2, 2019 AS ARBOR DAY IN THE CITY OF WOODLAND.

5. SUBJECT: Fire Department Annual Status Report for 2018

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Annual Status Report for 2018.

Accepted the Fire Department Annual Status Report for 2018.

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

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department Quarterly Status Report for October 2018 through December 2018.

Accepted the Police Department Quarterly Status Report for October 2018 through December 2018.

7. SUBJECT: Police Officer Recruit Classification

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, adopting the revisions to the Police Officer Recruit / Police Officer Job Description and approve the salary range for the Police Officer Recruit and applicable benefits package.

Adopted RESOLUTION NO. 7220, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A JOB DESCRIPTION FOR POLICE OFFICER RECRUIT WITHIN THE POLICE DEPARTMENT.

8. SUBJECT: Approval of Scope Change for Fiscal Year 2017/18 and 2018/19 Community Development Block Grant Funding Allocations Awarded the Yolo Wayfarer Center DBA Fourth & Hope

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a scope change for Fiscal Year 2017/18 and 2018/19 Community Development Block Grant (CDBG) Funding allocations awarded the Yolo Wayfarer Center DBA Fourth & Hope in order for Fourth & Hope to rehabilitate restrooms, the laundry room and replace equipment, and the office area including the addition of a caretaker's living space.

Adopted RESOLUTION NO. 7221, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A SCOPE CHANGE FOR THE FY 2017/18 AND 2018/19 COMMUNITY DEVELOPMENT BLOCK GRANT CONSTRUCTION FUNDS AWARDED THE YOLO WAYFARER CENTER DBA FOURTH & HOPE.

9. SUBJECT: Ratification of Minor Corrections to Implementing Agreement for Yolo Habitat Conservation Plan/Natural Community Conservation Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council ratify minor corrections to the Implementing Agreement for the Yolo Habitat Conservation Plan/Natural Community Conservation Plan

Ratified minor corrections to the Implementing Agreement for the Yolo Habitat Conservation Plan/Natural Community Conservation Plan.

10. SUBJECT: Approve Professional Services Agreement Amendment with Ponticello Enterprises for Utility Engineering Staff Augmentation Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. ____ authorizing the City Manager to execute the consultant services amendment with Ponticello Enterprises for Utility Engineering Staff Augmentation Services for an amount up to \$80,000.

Adopted RESOLUTION NO. 7222, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PROFESSIONAL SERVICES AGREEMENT AMENDMENT WITH PONTICELLO ENTERPRISES FOR UTILITY ENGINEERING STAFF AUGMENTATION SERVICES.

11. SUBJECT: Approval of Final Map 5137, Oyang South Phase 2, and the associated Subdivision Improvement Agreement.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) approving Final Map 5137, Oyang South Phase 2; 2) approving the Subdivision Improvement Agreement for Final Map 5137 Phase 2 and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Adopted RESOLUTION NO. 7223, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5137, AND A SUBDIVISION IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WITH LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION.

J. REPORTS OF THE CITY MANAGER

12. SUBJECT: Fiscal Year 2018/19 Mid-Year Budget Update

RECOMMENDATION FOR ACTION: Information purposes only; no action required.

Received informational report regarding the Fiscal Year 2018/19 Mid-Year Budget Amendments from Kimberly McKinney, Finance Officer.

13. SUBJECT: Fiscal Year 2018/19 Mid-Year Budget Amendments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the amendments to the Fiscal Year 2018/19 Budget totaling \$7,301,807.

On a motion by Council Member Fernandez, seconded by Mayor Pro Tem Lansburgh and carried on a 4-0-1 vote, Council Members adopted RESOLUTION NO. 7224, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2018-2019 ANNUAL BUDGET.

AYES: Barajas, Fernandez, Lansburgh and Rodriguez

NOES: None

ABSENT: Stallard

14. SUBJECT: Commercial Cannabis Program Oversight

RECOMMENDATION FOR ACTION: THIS ITEM HAS BEEN MOVED TO THE REGULAR CITY COUNCIL MEETING OF MARCH 5TH

This item was moved to the Regular City Council Meeting of March 5, 2019.

15. SUBJECT: City Council Priority Goals: 2019 – 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an informational report updating its Priority Goals for 2019-2020.

Received an informational report from Paul Navazio, City Manager updating its Priority Goals for 2019-2020.

K. ADJOURN

Meeting adjourned at 7:35 PM.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: G.3.
SUBJECT: Women's History Month

Recommendation for Action: Staff recommends that the City Council proclaim March 2019 as Women's History Month, themed "Visionary Women: Champions of Peace and Nonviolence".

Staff Contact:

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

Discussion:

Council has shown their support in the past for Women's History Month via issuance of a proclamation.

The theme for this year is "Visionary Women: Champions of Peace & Nonviolence." This year we honor women who have led efforts to end war, violence, and injustice and pioneered the use of nonviolence to change society.

For generations, women have resolved conflicts in their homes, schools, and communities. They have rejected violence as counterproductive and stressed the need to restore respect, establish justice, and reduce the causes of conflict as the surest way to peace. From legal defense and public education to direct action and civil disobedience, women have expanded the American tradition of using inclusive, democratic and active means to reduce violence, achieve peace, and promote the common good.

From women's rights and racial justice to disarmament and gun control, the drive for nonviolent change has been championed by visionary women. These women consciously built supportive, nonviolent alternatives and loving communities as well as advocating change. They have given voice to the unrepresented and hope to victims of violence and those who dream of a peaceful world.

This is the opportunity for the Council to recognize not just State and National women who have helped shape our Country, but also those of local importance in many areas of politics, education, local governmental entities, volunteer organizations and community involvement.

Prepared by: Ana B. Gonzalez, City Clerk


Paul Navazio
City Manager

Attachments:

1. 2019 Womens History Month Proclamation

CITY OF WOODLAND

PROCLAMATION

RECOGNIZING MARCH 2019 AS “WOMEN’S HISTORY MONTH”

WHEREAS, American women have historically made significant contributions to every aspect of our culture and society; and

WHEREAS, Women’s History Month began as a local celebration in Santa Rosa, California; and

WHEREAS, the Education Task Force of the Sonoma County Commission on the Status of Women planned and executed a “Women’s History Week” celebration in 1978; and

WHEREAS, organizers selected the week of March 8 to correspond with International Women’s Day; and the movement spread across the country as other communities organized their own Women’s History Week celebrations the following year; and

WHEREAS, in 1980, a coalition of women’s groups and historians – led by the National Women’s History Project (now the National Women’s History Alliance) – lobbied for national recognition; and

WHEREAS, In February 1980, President Carter issued the first Presidential Proclamation declaring the week of March 8th 1980 as National Women’s History Week; and

WHEREAS, in 1987 Congress passed Public Law 100-9, designating March as “Women’s History Month; and

WHEREAS, the first Yolo County Women’s History Month event was held in 1987; and

WHEREAS, the 2019 Women’s History Month theme is “Visionary Women: Champions of Peace & Nonviolence”.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Woodland proclaims the month of March 2019 as “Women’s History Month” and joins in honoring women who have led efforts to end war, violence and injustice and pioneered the use of nonviolence to change society.

Dated this 19th day of March, 2019

Xóchitl Rodriguez, Mayor

Rich Lansburgh, Mayor Pro Tempore Angel Barajas, Council Member

Enrique Fernandez, Council Member Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: H.4.
SUBJECT: Public Works Quarterly Status Report

Recommendation for Action: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of December 2018 through February 2019.

Staff Contract: Johanna Currie, Senior Management Analyst, 530-661-5902,
johanna.currie@cityofwoodland.org

Fiscal Impact: None

Background: This quarterly report covers the period of December 2018 through February 2019. The report presents a summary of Service Requests and Work Orders received, and also contains a narrative description of major work performed and/or notable department highlights.

Conclusion: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of December 2018 through February 2019.

Prepared By: Johanna Currie, Senior Management Analyst

Reviewed By: Craig Locke, Public Works Director


Paul Navazio
City Manager

Attachments:

1. Dec 18-Feb 19 PW Quarterly Report



Public Works Department

Quarterly Status Report

December 2018 through February 2019

Public Works

Service and Work Order Requests

For the Months of Dec 18 thru Feb 19		
Division	Service Requests	Work Orders
Administration	475	-
Electrical	70	44
Environmental Services	-	429
Facilities	169	210
Fleet	-	393
Pretreatment	-	219
Sewer	60	505
Signs & Markings	5	146
Storm Drain	26	75
Streets	116	209
WPCF	-	94
Water	750	349
Grand Total	1,671	2,673

Service Requests – Every time a request for Public Works services is made by phone call, written request, emailed request, or an actual one-on-one request to a PW employee, a **'Service Request'** is generated. This builds a computerized record of all requests made.

Work Orders – A **'Work Order'** is created each time a work crew or individual is assigned a task as a result of either service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

Total for Calendar Year 2019

Through 02/28/19

Service Requests

1,351

Work Orders

1,925

61 Working Days This Quarter =

28 Requests for Service per Day

Environmental Services Division

- Climate Action Plan: The City submitted its 2017 municipal greenhouse gas inventory to the California Climate Registry; this marks the sixth annual Registry.
- Solar project: Received first quarter Asset Management Report for the City's solar photovoltaic (PV) system for fiscal year 2018-2019. From the report: "An analysis of the PV system production shows that over the course of the first quarter, the City's PV systems produced 87% of what would be expected in a typical weather adjusted year. This general underperformance was primarily due to soiled arrays during the quarter. TerraVerde has been in contact with NextEra regarding their maintenance of these systems. As a result, the Community Center was washed on July 11, 2018, the City Hall was washed on July 12, 2018, the Municipal Services Center was washed on August 31, 2018, and the Police Station was washed on September 1, 2018. These wash dates correspond to increases in production seen in the data. NextEra's maintenance contractor is still working to wash and clear vegetation from

the two WPCF systems. We will continue to monitor the performance of the systems and expect to see improved performance in the second quarter. ...the electricity usage from PG&E has been reduced by 59% over this period as compared to the baseline year. This is a result of utility electricity being offset by solar electricity. The City has used approximately 1% less electricity overall compared to the baseline year.”

- Household Hazardous Waste: Consumer Product Safety Commission (CPSC) has started County-wide recruitment of retailers for refillable 1 lb. propane cylinders and, so far, seven retailers (four of which are in Woodland) have expressed interest in selling and/or refilling the refillable cylinders. Environmental Services is working with CPSC and the other Yolo County jurisdictions to plan a collection and exchange event for 1 lb. propane cylinders and fluorescent light bulbs and tubes tentatively scheduled for this spring.
- Solid waste – Bulky Waste Event: Following growing indications over the past few years that the annual Bulky Waste Event has outgrown its traditional venue, including feedback from the public, Environmental Services staff worked with Waste Management to redesign the event to increase flexibility and availability for residents. This year, all Woodland residents will receive a voucher they can use to take their load of bulky waste items directly to the Yolo County Central Landfill any time during the month of April (with limited exceptions). Drop-offs with the voucher will be free. Vouchers will be mailed to residents by Waste Management during the month of March.
- Solid waste: Waste Management has begun a rollout of “smart truck” technology utilizing streaming video feeds monitoring the condition and content of carts being collected. The system will provide documentation of truck and driver performance, as well as of the condition and content of carts. This will allow Waste Management to identify carts in need of repair or replacement and to document cases of overfilled or contaminated carts.
- Energy: The City participated in a successful regional grant application, in partnership with the City of Davis and Yolo County, through Sacramento Area Council of Governments’ (SACOG’s) Green Region Grant Program to fund a network of electric vehicle chargers. The City will receive approximately \$150,000 of the \$2.9 million awarded to the partnership.
- Water conservation: Continued outreach for residents and business owners to register for Aquahawk Alerting. Currently the program has over 3,740 registrants; water losses are reduced through targeted leak notifications and leak detection resources – initiated 131 new leak detection conversations with residents or businesses during the quarter. Continued outreach regarding water conservation and City programs, such as rebates, through multiple channels, such as direct emails and social media. Gave out 6 rebates during the quarter (4 YTD), mostly for mulch and weather-based irrigation controllers.

Fleet & Facilities Division

- Fleet Services: The Fleet Shop has been providing timely customer service while understaffed. We achieved a 93.4% Fleet Availability rate for the quarter, which is a measure of the percent of vehicles that are on the road performing the mission. There is currently zero backlog service requests and only one vehicle overdue for preventative maintenance inspection in February.

- Fleet Services: 14 of 20 new vehicles have been either placed on order or already received this fiscal year. Fleet Services is currently working out the details on purchasing 3 or 4 all-electric work trucks for the Water and Sewer departments. We received a preliminary cost estimate in the amount of \$73,881 per vehicle, which includes the use of the Sacramento Metropolitan AQMD grant funds and other state-funded incentives. In addition to the vehicle costs, the City would also like to purchase two Level III EV Charging Stations for the Municipal Services Center for a total out-of-pocket expense of around \$12,000 for both stations. The next step for staff will be to analyze the financial feasibility of this opportunity and develop a funding strategy.
- Facilities Services –Facility Condition Assessments: Facilities Staff completed an on-site condition assessment of City Hall in January and identified 82 discrepancies. Most of the discrepancies will be resolved through routine maintenance. Facilities Services is in the process of developing a project listing to address work that will require contracted services. Our next step will be to engage City Hall leadership on the list of projects to rank and prioritize which projects will be recommended based on the impact they will have on the department's mission, health and safety. Facilities Services is planning on completing condition assessments of all City-owned buildings ahead of the next year's budget cycle.

Right of Way Division

- Electrical - Surveillance Monitoring Equipment: The Electrical group has installed cameras at various parks, City Hall, and well sites, with several more park and City facility locations slated for Spring 2019. The intent is to deter crime and vandalism in order to protect the public, as well as City property. This will be an ongoing project as more problem areas are identified.
- Electrical - Control System Security: The Electrical and Technology Services (TS) groups are working in a joint effort to test the security and reliability of our Industrial and Traffic Control Systems. We are working in conjunction with Homeland Security to eliminate potential targeted attacks on the City's Water, Wastewater and Traffic infrastructure. This project is expected to take one to two years to complete.
- Electrical-Solar LED Street Light:
The Electrical Group is currently testing solar powered street lighting to see if this could be a viable replacement fixture for our old antiquated series light circuits. Being that these circuits are so old, replacement parts are becoming very difficult to find. To compound this issue, PG&E has exhausted many of their replacement parts that supply the power to this specialized system; once they're gone, PG&E won't be able to repair their end of the system.

So far we are seeing positive results. Our test units have motion sensors attached to them that allow them to drop to 40% power when there is no movement, and then jumping to 100% when a car or pedestrian is nearby. If we continue to have positive results, these could be a cost effective way of dealing with these older lighting circuits. We are expecting to have final results in by end of the summer 2019.

- Sign & Markings - Overhead Sign Replacements: The Signs & Markings group is in the process of replacing the last 8 remaining intersection overhead street name signs. This project is necessary due to the loss of reflectivity value of the designated sign areas. Once this project is complete, the entire City's overhead sign inventory

will meet the current California Manual on Uniform Traffic Control Devices (CAMUTCD) reflectivity standards. This project has been underway since winter 2013 and we had set a targeted completion time of spring 2019. We are roughly 80% complete with this portion of the project.

- Streets – Road Maintenance: Responded to, and proactively filled, numerous pot holes throughout the City. Focused primarily on Gibson Road and West Main Street. Streets also crack sealed the gutter line and around the valve boxes and man holes on Kentucky Ave between West St and East St.
- Streets – Equipment Maintenance: This past quarter, the Streets group has performed routine maintenance on all of their small equipment, and had the needed repairs made on the larger equipment.

Utilities - Sewer and Storm Division

- The Collection Division responded to 59 Sewer & 27 Storm related Service Requests this last quarter, which generated over 490 work orders. Average response time was 22 minutes.
- Collection crews completed routine maintenance on City Lift Stations and inspected 14 miles of open channel storm ditch, removing tules/debris and performing weed abatement. County Probation & Woodland PD Host program crews have worked closely with Collection crews in the cleanup of multiple homeless camps & debris in various locations.
- Collection crews worked closely with Community Development Department on plan review & inspection for the new infrastructure within the Spring Lake Development. Carried out inspections on Cal-West Phase 1 and Spring Lake Central Phase 1, 2, and 5.
- Collections, in conjunction with Utility Engineering, have focused on multiple Capital Improvement Projects; i.e., the 2018 Annual Water & Sewer project where 89 Sewer Laterals have been lined to mitigate root intrusion, along with the lining of 5,263 feet of Sewer Gravity Main, and currently in the process of installing Sewer tap main line top hats & the Kentucky Widening Project. This ultimately improves the City's Sanitary Sewer Master Plan (SSMP) goals on maintaining the sewer system, as well as minimizing after-hours calls.
- Additionally, City Staff have been gathering information for the upcoming 2019 Back of Walk project, North Regional Pond pump station, 103 Lift Station Storm Inflow and Infiltration (I & I) issues, and manhole rehabilitation projects, along with putting together a plan and agenda to address Sewer Gravity Main Infiltration issues out in Spring Lake.
- Collections Preventive Maintenance crews cleaned 93,313 feet last quarter of sewer mainline pipe, followed by 59,893 feet of mainline pipe inspected, all while dealing with downtime due to equipment breakdown and/or staffing shortages.
- Collection crews performed closed-circuit television (CCTV) inspections on sewer laterals capturing 4,798 feet, along with rodding 455 feet due to root intrusion found in the City-owned portion of the sewer service laterals.
- Collection crews have replaced/repared over 700 feet of sewer lateral pipe, and over 70 feet of sewer mainline, along with installing and/or replacing over 23 City sewer clean outs.

Utilities - Water Production and Distribution Division

- Pigging demonstration for other municipalities: City of Elk Grove, City of Davis, and UC Davis were interested in seeing how we “PIG” our water mains. We were able to demonstrate and train these municipalities on how we accomplish this maintenance technique. They were very impressed and appreciated that we allowed them to attend.
- Wells: All groundwater wells are currently off or in the “standby” position.
- ASR: Aquifer Storage and Recovery (ASR) Wells 28 & 30 are currently injecting 2.6 million gallons per day (MGD).
- Water Treatment Plant: On March 8th, the water treatment plant lost one of its transformers, which ultimately lead to a plant shutdown. This unscheduled shutdown lasted 24 hours, which required City staff to adjust the way we operate our water distribution system and switch over to our ASR wells 29 & 30. This was the first time City staff needed to make this switch. Crews were prepared and able to make necessarily adjustments to the system, which ultimately lead to a smooth ASR transition. Both ASR wells preformed exactly how we thought they would, which led to zero water quality complaints, as well as maintaining adequate system pressure throughout the City during this shutdown.
- Distribution Division: Crews continue working on system repairs and improvements. CIP 18-09 (Water Main Replacement Project) is moving along smoothly and is about 50% complete.
- Preventive Maintenance: Crews continue to strive to meet the expectations of our valve exercising program.
- Water Main Breaks: 36
- Water Main Valves, Fire Hydrants Replaced: 0
- Water Main Valves Exercised: 186
- Water Meters Tested 96
- Water Meters Repaired 49
- Water Meters Replaced 47
- Water Quality Calls 16

Wastewater Operations Division

Laboratory

- Our laboratory recertification was submitted at the end of February 2019; we are still waiting for results of the audit conducted at the end of last year.
- Staff continued to test final effluent for coliform bacteria 7-days/week in support of the recycled water project.
- Laboratory staff has been attending training on The NELAC Institute (TNI) regulations that are expected to roll out in 2019.
- Performed Toxicity Testing for the First quarter of 2019.
- Laboratory staff is working on improving certification level by attend training at the annual Pretreatment, Pollution Prevention and Stormwater (P3S) California Water Environment Association (CWEA) Conference.

Pretreatment

- Performed Local Limits Monitoring for the first quarter of 2019.
- Pretreatment Staff attend annual CWEA P3S Conference.

- Worked with Significant Industrial Users and Businesses of Concern to incorporate process modifications into their discharge permits.
- Placed public outreach messages for the Pollution Prevention Program (no trash down the toilet, proper disposal of fats, oils, and grease, only rain down the storm drain, etc.) on the City's new electronic billboard on Interstate 5.
- Performed Local Limits Monitoring for first quarter of 2019.

Regulatory Compliance

- Prepared and submitted Annual and Monthly reports to the Regional Board in accordance with our National Pollutant Discharge Elimination System (NPDES) Permit.
- Continued participation in the Central Valley Clean Water Association (CVCWA) special studies on Methyl Mercury, Freshwater Mussels, and Low-Level Toxicity.
- Laboratory staff have attended California Water Environment Association (CWEA) sponsored training sessions on implementation of forthcoming Environmental Laboratory Accreditation Program (ELAP) regulations.
- Pretreatment staff distributed questionnaires and information packets to local dental practices in compliance with Environmental Protection Agency's (EPA) 2017 Dental Industrial User rule. The response rate has been encouraging.

Water Pollution Control Facility

- Plant Operations: The Treatment Plant staff continues to operate the upgraded facility. Learning how the plant responds to upsets, changes in operating procedures, and changing weather are being evaluated with careful attention to how it affects effluent quality. Operations and Maintenance has been working on preventative maintenance like replacing UV lamps, changing oil, repairing stuck or broken valves on clarifier #3 and ponds, cleaning and replacing high speed blower air filters, working with electrical & instrumentation replacing process meters, and adding some solids level monitoring meters to the clarifiers to help with operation and treatment of the system.
- Recycled Water Delivery: The City is delivering recycled water to the system's primary customer, Biomass. Staff from Wastewater Operations, Water Distribution/Production, and Utilities Engineering continue to work together to provide our customers with recycled water. Utilities Engineering is researching additional storage capacity, and operations is fine-tuning the system in order to better serve our customers, and to ensure a consistent and reliable recycled water supply. Water Production has been monitoring offsite infrastructure and maintaining surge tanks.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: H.5.
SUBJECT: Approve Consultant Amendment for Construction Management and Inspection Services for Improvements associated with Spring Lake Central Phase 5 and the Cal-West Phase 3&4 Subdivisions

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, 1) amending the consultant services agreement with Associated Engineering Consultants, Inc. for the Spring Lake Central Phase 5 Subdivision in the amount of \$10,000 for a total contract amount of \$87,020; and 2) amending the consultant services agreement with Associated Engineering Consultants, Inc. for the Cal-West Phase 3 & 4 Subdivisions in the amount of \$17,000 for a total contract amount of \$152,914; and authorize the City Manager to execute the agreement.

Staff Contact

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

Fiscal Impact

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

There is no impact to the general fund.

Background

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

On October 17 2017, City Council approved the original consultant contracts in the amount of \$77,020.00 for the Spring Lake Central Phase 5 and \$135,914.00 for the Cal-West Phase 3 & 4 Subdivisions. Construction of the Spring Lake Central Phase 5 and Cal-West Phase 3 & 4 Subdivisions began in October 2017 and are now nearing completion.

The original contract with Associated Engineering Consultants was for approximately 1 year. Since construction has exceeded that timeframe, the increase in cost will cover finishing out inspection for the remaining construction of these subdivisions. The increase in cost will be funded by fees paid by the developer for this purpose.

Discussion

The construction of the Spring Lake Central Phase 5 and Cal-West Phase 3&4 Subdivisions include improvements that will be City owned once complete. As such, the City is required to provide construction management and inspection for these projects. The recommended action to execute amendment #1 to the agreement will provide these construction services.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, 1) amending the consultant services agreement with Associated Engineering Consultants, Inc. for the Spring Lake Central Phase 5 Subdivision in the amount of \$10,000 for a total contract amount of \$87,020; and 2) amending the consultant services agreement with Associated Engineering Consultants, Inc. for the Cal-West Phase 3 & 4 Subdivisions in the amount of \$17,000 for a total contract amount of \$152,914; and authorize the City Manager to execute the agreement.

Reviewed by: Katie Wurzel, Principal Civil Engineer

Brent Meyer, City Engineer

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



Paul Navazio
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AMENDMENT FOR CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES ASSOCIATED WITH SPRING LAKE CENTRAL PHASE 5
AND THE CALWEST PHASE 3&4 SUBDIVISIONS**

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

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

WHEREAS, On October 17, 2017, City Council approved the original Spring Lake Central Phase 5 consultant services agreement for construction management and inspection with Associated Engineering Consultants in the amount of \$77,020 and City Council wishes to approve amendment #1 in the amount of \$10,000 for a total contract amount of \$87,020; and

WHEREAS, On October 17, 2017, City Council approved the original Cal-West Phase 3 & 4 consultant services agreement for construction management and inspection with Associated Engineering Consultants in the amount of \$135,914 and City Council wishes to approve amendment #1 in the amount of \$17,000 for a total contract amount of \$152,914; and

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

Section 1. The City Council hereby approves the consultant services amendment and authorizes and directs the City Manager to execute 1) amendment #1 in the amount of \$10,000 for the Spring Lake Central Phase 5 Subdivision and 2) amendment #1 in the amount of \$17,000 for the Cal-West Phase 3 & 4 Subdivisions. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

PASSED AND ADOPTED this _____ day of _____ 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: March 19, 2019
ITEM #: H.6.
SUBJECT: Approve Consultant Services Agreement for County Road 25A(Miekle Ave. to Promenade Dr.) Improvement Project, CIP 19-09

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving a consultant services agreement with Cunningham Engineering Consultants, in the amount of \$94,200.00 for the County Road 25A (Miekle Ave. to Promenade Dr.) Improvement Project, CIP 19-09 and authorize the City Manager to execute the agreement.

Staff Contact:

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

Fiscal Impact:

The Spring Lake Infrastructure Financing (SLIF) Plan includes an estimated \$2.0 million for the design and construction of the segment of Road 25A from Promenade Avenue to Miekle Avenue. The FY2018/19 approved Capital Budget includes \$165,000 in funding for the design phase of this project, funded entirely from SLIF fees. The recommended contract award is for a not-to-exceed amount of \$94,200. .

There is no impact to the General Fund.

Background:

This project includes the construction of CR25A, from Miekle Avenue to Promenade Drive. This project is included in the Spring Lake CIP and is needed to provide adequate traffic circulation. CR25A will be a 2-lane road and the project is anticipated to include a roundabout, water and storm drain utilities, street lighting and other improvements necessary for the complete roadway.

Discussion:

The City received Statement of Qualifications from consultants in response to the Request for Qualifications advertised in October of 2018. Staff reviewed, scored and ranked the statements received and Cunningham Engineering Consultants was the top rated consultant, among a total of 4 applicants. Staff is requesting that Council approve the consultant agreement in the amount of \$94,200.00. With this action, staff anticipates executing the contract in April with project design complete and ready for bid in late 2019. This timeline will allow construction to begin in early spring 2020.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving a consultant services agreement with Cunningham Engineering Consultants, in the amount of \$94,200.00 for the County Road 25A (Miekle Ave. to Promenade Dr.) Improvement Project, CIP 19-09 and authorize the City Manager to execute the agreement.

Prepared By: Miguel Chavez, Sr. Construction Project Manager

Reviewed By: Katie Wurzel, Principal Civil Engineer

Brent Meyer, City Engineer

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



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Services Proposal

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE THE CONSULTANT SERVICES AGREEMENT WITH CUNNINGHAM
ENGINEERING CONSULTANTS FOR THE COUNTY ROAD 25A(MIEKLE AVE. TO
PROMENADE DR.) IMPROVEMENT PROJECT, CIP 19-09**

WHEREAS, the CR25A (Miekle Ave. to Promenade Dr.) Improvement Project, CIP 19-09 is included in the Spring Lake CIP and is needed to provide adequate traffic circulation; and

WHEREAS, the CR25A (Miekle Ave. to Promenade Dr.) Improvement Project, CIP 19-09 is included in the FY 18/19 Capital Budget with a total budget of \$165,000.00; and

WHEREAS, the City received Statement of Qualifications from consultants in October 2018 and Cunningham Engineering Consultants was the top rated consultant, among a total of 4 applicants; and

WHEREAS, the City wishes to enter into and approve the consultant services agreement with Cunningham Engineering Consultants 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 Cunningham Engineering Consultants, in the amount of \$94,200.00 for the CR25A (Miekle Ave. to Promenade Dr.) Improvement Project, CIP 19-09 and authorize the City Manager to execute the agreement.

PASSED AND ADOPTED this 19th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor
ATTEST:

Ana B. Gonzalez, City Clerk

EXHIBIT A
SCOPE OF SERVICES
CIVIL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES
COUNTY ROAD 25A –MIEKLE TO PROMENADE
CIP PROJECT NO. 19-09
For
City of Woodland

Cunningham Engineering Corporation (CEC) (Consultant) will perform the tasks listed below (Tasks to be performed by Consultant), related to the design and construction of County Road 25A (CR 25A) from the intersection of Miekle Avenue to Promenade Drive in Woodland, CA (Project). The design team includes Morrow Surveying, KD Anderson, and Geocon as subconsultants to CEC. Our Client for this project is the City of Woodland and our point of contact at the City will be Miguel Chavez.

This scope of services is based on the Request for Qualifications (RFQ) dated 24 September, 2018. Our understanding is the Project will consist of preparation of Plans, Specifications, and Estimate (PS&E) for the subject section of roadway as discussed in further detail below:

Pavement for CR 25A currently extends from CR 102 westward approximately 700 feet to and including the intersection with Promenade Drive. Along the north side of the roadway there is a Class 1 bike path, roadside drainage swale and landscaped area that is identified in the Spring Lake Specific Plan (SLSP) as an “urban forest.” The urban forest (including the pathway) was extended westward, beyond the extent of the roadway, to the future intersection with Miekle Avenue. It is understood that the Oyang South subdivision (Lennar) is responsible for construction of the urban forest between Miekle Avenue and the eastern edge of their property along CR25A.

Landscaping along the south side of the roadway between Promenade and Miekle has not yet been installed; however, it has been designed to consist of a roadside vegetated swale with trees, but no Class 1 pathway. Immediately south of the roadside swale is the existing access/maintenance gravel roadway for the regional Interceptor Conveyance Facility (aka “ag interceptor”) which conveys stormwater runoff to the east beneath CR 102. Existing drainage pipes have been installed along CR 25A connecting the north and south roadside ditches to the ag interceptor.

The subject improvements will consist of extending the road pavement from Promenade to Miekle including the roadside swale along the south, design of a roundabout at the intersection with Miekle, shifting of the ag interceptor to the south to accommodate the Miekle roundabout, and design of any associated landscape and street lighting (limited to just the southern edge and the roundabout).



Land acquisition documents for additional property necessary to construct the Miekle roundabout have been prepared as part of the Heritage Remainder Area conditions of approval. An agreement between Turn of the Century, LLC and the L & A Russell Family Partnership (Russell) exists to convey the property and CEC is in possession of a Grant Deed executed by Russell conveying said properties to the City of Woodland. The Grant Deed has yet to be accepted and recorded by the City of Woodland. Said Grant Deed will be finalized and recorded with this project.

It is understood that electrical services for both street lights and irrigation have been stubbed to the project area; hence, it is not anticipated that PG&E or other utility applications for service will be required.

The size of the land disturbance area is anticipated to be greater than one acre, thus a Stormwater Pollution Prevention Plan (SWPPP) will be required for the project and is included as a task herein. The contractor awarded the project will need to include the Qualified SWPPP Practitioner services related to implementation of the SWPPP and monitoring of the site during construction.

TASKS TO BE PERFORMED BY CLIENT

In order for Cunningham Engineering to effectively perform necessary services for this project, there are a number of coordination and performance issues that need to be overseen by the Client. Client will provide, or direct others to provide, the following information and services, and Consultant shall be able to rely on such information during the course of its work under this Scope of Services:

- Full civil engineering and landscape plans, including final, dimensioned layout in AutoCAD format for the Oyang South urban forest plans from the Oyang east edge to Miekle Avenue.
- Project programming information, including, any landscape concept preferences or other site-specific development requirements that differ from the current conceptual plans and design plans for CR 25A.
- Arrange for processing and recordation of Grant Deed and associated documents with Title Company.
- Specifications template in Word format.

TASKS TO BE PERFORMED BY CONSULTANT

A. PRELIMINARY DESIGN / RESEARCH

This proposal is based on one 30% submittal of a single set of drawings. Client comments, if any will be addressed in the Construction Documents.

1. Kick-off Meeting: Attend a kick-off meeting with the Client to establish the goals and expectations for the Project.



2. Topographic Survey: Obtain the services of Morrow Surveying (Subconsultant) to prepare a topographic survey in AutoCAD format for the project site area.
3. Site Visit: Attend one (1) site visit meeting to observe existing site conditions and review the topographic survey. Obtain Soil sample and submit for soil fertility analysis as required by the water conservation ordinance.
4. Data Collection & Utility Investigation: Collect and review existing record drawings and other available materials and advise Client of any apparent constraints to site development and/or utility connections.
5. Geotechnical Engineering Investigation: Subcontract with Geocon Consultants to provide a geotechnical engineering investigation to provide earthwork parameters for subgrade preparation, pavement sections, and grading of the ag interceptor side slopes.
6. Civil Engineering Preliminary Roadway Plan: Prepare and submit 30% plans indicating general road profile, cross section, drainage, and civil utility design concepts as required the roadway extension and roundabout design. Plan will be submitted to Client and KD Anderson (subconsultant) for review, comment and discussion. KD Anderson's input will focus on final roundabout geometry and lighting design.
7. Engineering and Landscape Design Memo: Prepare a brief (1 to 2 page) memo addressing improvements necessary to complete the project and any input requested by the Client. Memo will be submitted to the client by way of email as a PDF.
8. Preliminary Roundabout Landscape Plan: Prepare Preliminary Roundabout Landscape Plan including hardscape and interior wall layout, and conceptual planting plan. Scope assumes landscape concepts will generally be similar to the other roundabouts in the Spring Lake Area (aside from those on Harry Lorenzo which have a unique wall layout).

B. CONSTRUCTION DOCUMENTS – CIVIL AND LANDSCAPE

This scope is based on two submittals (90% and 100%) of a single set of drawings based on the approved plans from the previous design phase. Client comments for each submittal will be addressed in the subsequent submittal. *In addition, Consultant will combine this set of construction documents with plans being prepared by Consultant for the Heritage Parkway Mid-Block Crossing (Contract No. XXXXXX) Deliverable for each submittal include 5 hard copies of the plans and any accompanying documents. Upon project approval, final electronic Autocad files for the project drawings will be provided.*

1. Civil Roadway Improvement Plan: Prepare roadway improvement plans for the project. Includes plan and profile design including, horizontal control, detail of new



surface materials, typical sections, ag interceptor modifications, street light locations, curb cut location, signing and stripping plans, and details, as necessary.

2. Civil Utility Improvement Plan: Prepare civil utility improvement plans for the roadway extension. Aside from lighting and any electrical service, utilities are anticipated to be limited to extension of an existing water main to service proposed fire hydrants along the roadway.
3. Landscape Improvement Plans: Prepare layout plans, planting plans, and irrigation plans for public landscape areas designated above. Planting design to consist of continuation of the landscape concept designed for the south side of the road, namely, drought tolerant landscaping; and low-volume irrigation system in compliance with the City's Water Conservation Ordinance. Obtain a soils fertility report and include soil amendment specifications. Prepare Water Efficient Landscape Ordinance calculations and paperwork for City submittal. Fee also includes coordination with the lighting designer to coordinate electrical service, if necessary. Fee assumes that a booster pump will not be necessary for the irrigation design.
4. Erosion Control Plan: Prepare plan in accordance with City requirements.
5. Streetlight Plans: KD Anderson, as a subconsultant to CEC, will design the additional streetlighting along the south side of the roadway. Excludes lighting along the north side and/or in the urban forest as that light should already exist for the subject segment of road.
6. Opinion of Probable Construction Costs: Based on the improvement plans, prepare opinion of probable costs for the proposed improvements for use in estimating bid budget amounts.
7. Specifications: Prepare technical specifications for work we design. Client to provide specification format. Includes preparation of bid template for the project based on estimated project quantities.
8. Meetings: Attend up to three (3) meetings with Client and other members of the design team to determine key design criteria and to coordinate various issues. If necessary, additional meetings can be performed as an Additional Service.

C. STORMWATER POLLUTION PREVENTION PLAN

This task is based on the Statewide Construction General Permit requirements (Order No. 2009-0009-DWQ) that has been adopted by the State Water Resources Control Board and effective as of July 1, 2010. The Order mentioned above was amended by Order No. 2010-0014-DWQ, effective as of February 14, 2011 and Order No. 2012-0006-DWQ, effective as of July 17, 2012.



1. Permit Registration Documents (PRDs): Assist Client in preparing the initial PRDs for submittal to the State Water Resources Control Board which includes the submittal of the Notice of Intent (NOI) form, Risk Assessment, Site Map and fees (to be paid by Client).
2. SMARTS Electronic Filing: Assist Client in setting up an account as the Legally Responsible Person (LRP) and providing access to Consultant as the Qualified SWPPP Developer (QSD) on SMARTS. Once we are provided access to the State Water Board's online system, Stormwater Multi-Application and Report Tracking System (SMARTS), we will submit the Notice of Intent (NOI) electronically through SMARTS.
3. SWPPP Preparation: A Stormwater Pollution Prevention Plan (SWPPP) is required by the State Water Resources Control Board, when construction activities disturb an area of 1-acre or greater in size. We will prepare the plan as the project QSD and assist the Client with the filing of the documentation through the SMARTS system with the State Water Resources Control Board.

Please be aware that issues regarding construction site stormwater are constantly changing in California, both in terms of regulatory requirements and various and possibly contradictory interpretations of the requirements. We will use reasonable professional effort and judgment to interpret applicable requirements as they relate to the SWPPP for this project. We cannot and do not warrant or guarantee that our plan will comply with all current and future interpretations of the requirements.

There are several tasks related to NPDES compliance that will need to be performed during the life of this project and which are the responsibility of the project owner / LRP, the Qualified SWPPP Practitioner (QSP), or other qualified party; not the responsibility of Cunningham Engineering. These tasks include, but are not limited to: implementation of the SWPPP, construction and maintenance of Best Management Practices (BMP's), inspections of construction site prior to and after storm events, monitoring for compliance, training of employees and contractors, distribution of the SWPPP to appropriate contractors and others, periodic amendments to the SWPPP, corrections and updates to the SWPPP, and on-going reporting and documentation. Client agrees to indemnify Consultant for any claims arising out of the failure to perform such tasks related to the implementation of the SWPPP for this project.



D. RIGHT-OF-WAY AND EASEMENT ACQUISITION FACILITATION

Coordinate with Turn of the Century to provide the City with recordable Grant Deeds for the dedication of land for the additional right-of-way and drainage easement required to construct the Mickle roundabout. Excludes modifications to said Grant Deed, plat, and/or legal description from that prepared in 2017 in the event that the design process results in a larger required area than planned. Said modifications will be billed as an Additional Service paid for in accordance with the Consultant's then current Schedule of Fees.

E. BID PHASE SERVICES

City will take the lead role in advertising and facilitating the bid process. Consultant will provide the following support services:

1. Pre-bid Conference: Attend one (1) pre-bid conference meeting at the Project site or at the City offices.
2. Plan Interpretation: Interpret intent of civil engineering, landscape architecture and street light drawings in response to inquiries from Contractors. Prepare responses and/or plan revisions, as necessary, to address said inquiries.

F. CONSTRUCTION PHASE SERVICES

As requested (by Client, general contractor or agency personnel), provide services during bidding and construction such as plan interpretation, responses to RFI's, review of shop drawings, preparation of record drawings and periodic visits to site (as requested) to observe construction for general conformance with design concepts. Construction contractor(s) will be fully responsible for properly completing all work and for its construction methods and job site safety.

EXCLUSIONS

This Scope does not include the following list of services. Please note we can provide or help coordinate some of the services listed below, as an additional work task.

1. Agency fees (to be paid by City).
2. Revisions of completed or partially completed designs that incur cost to Consultant and which are the result of action by City or otherwise necessitated by factors beyond the Consultant's control. If required, this additional work shall be paid for in accordance with the Consultant's then current Schedule of Fees.
3. Soundwall, retaining wall, or fencing design or layout.
4. Preparation or attendance at public meetings.
5. Attendance at additional meetings other than those listed above.



6. Services related to existing underground storage tanks and/or sites of potential contamination. Services related to potential soil or water contamination or unsuitable soils.
7. Coordinate with gas, electrical, telephone and cable utility companies, except as noted. Joint trench design or coordination.
8. Traffic studies or area-wide (offsite) drainage studies.
9. Off-site utility capacity studies.
10. Shoring or trenching plans. Traffic control plans.
11. Negotiations or meetings with adjoining property owners.
12. Compaction and materials testing and observation.
13. Preparation and processing of encroachment permits.
14. Color rendered plans, exhibits and/or mounted presentation drawings.
15. Preparation of plans in Civil 3D.
16. *Potholing / Underground utility locating to verify utility locations and depths, if necessary.*

COMPENSATION

Consultant shall be paid on an hourly basis, in accordance with Consultant's then current Schedule of Fees, with not-to-exceed budgets shown below:

<u>Task</u>	<u>Civil Fee Amount</u>	<u>Landscape Fee Amount</u>
Task A: Preliminary Design / Research	\$30,000*	\$4,500
Task B: Construction Documents – Civil and Landscape	\$25,800	\$11,500
Task C: SWPPP	\$7,000	\$0
Task D: Right-of-Way & Easement Acquisition Facilitation	\$2,000	\$0
Task E: Bid Phase Services	\$1,500	\$500
Task F: Construction Phase Services	\$5,000	\$3,900
Subtotals:	\$71,300	\$20,400
Reimbursable Expenses:		\$2,500
Total:		\$94,200

**\$20,000 of this amount is for topographic survey, geotechnical investigation, and streetlight/roundabout consultants.*

CONTRACT TERMS

Reimbursables: Printing of plans and postage/deliveries, SWPPP materials and project travel expenses are estimated in the above fees.

Additional Services: Services requested by Client beyond those specifically listed above shall be considered Additional Services of the Consultant, and will be billed in accordance with Consultant's then current Schedule of Fees, a current copy of which is attached as Exhibit B.



Form of Agreement: Fees are based on execution of Client's Professional Services Agreement for Professional Engineer Services, subject to previously negotiated terms and conditions.

We assume that this project will be designed in one (1) phase.

This proposal is firm for sixty (60) days from date noted below. Should our work on this project be delayed or put on hold for a period of ninety (90) days or more, we reserve the option to negotiate a start-up fee.

Client shall pay the costs of all fees, permits, applicable taxes on professional services, similar fees or taxes imposed on services provided herein by any public agency.

All professional civil engineering and landscape architecture services provided by this firm will be performed using the standard of care and skill ordinarily used by members of the civil engineering and landscape architecture profession practicing under similar circumstances at the same time and in the same locality. The firm makes no warranties, express or implied, or otherwise, in connection with the assignment. Landscape architects are licensed by the State of California. All professional landscape architecture services provided by this firm will be under the supervision of Michael Engle RCLA 4672, at 2940 Spafford Street, Suite 200, Davis, CA 95618.

Proper maintenance is required after project is completed. A lack of, or improper, maintenance in areas such as, but not limited to, irrigation schedules or equipment, drainage conveyances, or dead and diseased plant material may result in damage to property or persons. Consultant shall not be held responsible for the results of any lack of, or improper, maintenance.

SCHEDULE

Based on our current understanding of the project objectives and provided we receive necessary site plans and other information in a timely manner, we anticipate the following schedule for our initial tasks while the remaining project schedule will match that of the design team:

Task A: Preliminary Design / Research: 8 wks after contract authorization

Task B: CDs 1st Submittal: 8 wks after City confirmation of base alignment

Prepared 11 January 2019, *Revised 21 February 2019.*

S:\Projects\1700\1751 County Road 25A - Woodland\Scopes, Contracts, Fee Budgets\Back-up\1751 CR25A Scope of Services_CE&LS Revised 2019-02-21.docx



EXHIBIT B
SCHEDULE OF FEES
CUNNINGHAM ENGINEERING CORPORATION
January 2019

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 245.00
Project Manager II	\$ 214.00
Project Manager I	\$ 187.00
Senior Engineer / Hydrologist	\$ 218.00
Senior Engineer	\$ 211.00
Project Engineer III	\$ 170.00
Project Engineer II	\$ 157.00
Project Engineer I	\$ 143.00
Project Planning Manager	\$ 176.00
Staff Engineer II	\$ 132.00
Staff Engineer I	\$ 115.00
Sr. Landscape Architect/Project Manager	\$ 176.00
Sr. Landscape Architect/Planner	\$ 148.00
Landscape Architect II	\$ 139.00
Landscape Architect I	\$ 129.00
Landscape Architect	\$ 124.00
Sr. Landscape Designer	\$ 119.00
Landscape Designer II	\$ 111.00
Landscape Designer I	\$ 98.00
Project Coordinator II	\$ 117.00
Project Coordinator I	\$ 85.00
Senior Technician	\$ 136.00
Technician/Drafter III	\$ 132.00
Technician/Drafter II	\$ 105.00
Technician/Drafter I	\$ 79.00
Business Manager	\$ 123.00
Clerical	\$ 78.00

Reimbursable Expenses/Outside Services: Cost + 15%
Overtime / Expedited Rate: 35%
Fees subject to change.





TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: March 19, 2019

ITEM #: H.7.

SUBJECT: Appropriate Project Funding for 2018 WPCF Pond 7 Biosolids Drying and Removal, CIP 18-06.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, 1) Approving the reallocation of \$34,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to 2018 WPCF Pond 7 Biosolids Drying and Removal, CIP 18-06; and 2) Approving construction contingencies of up to \$31,000 (6.3% of the contract award amount of \$429,000) for a total contract amount of \$693,000.

Staff Contact:

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

Fiscal Impact:

The 2018 WPCF Pond 7 Biosolids Drying and Removal Project, CIP #18-06, was created July 18, 2017 with a budget of \$575,000. The funding source is the Sewer Enterprise Fund. The final project cost for the drying and hauling work is \$705,000 including construction, construction contingency, construction management, and project management. In December 2018, Council approved an increase in the construction contingency for a total contract amount of \$662,000 and a total project cost of \$671,000. Concurrently, the project was deemed complete.

Following project acceptance, additional project costs for disposing of the biosolids were discovered, researched and found to be valid project expenses. The additional \$34,000 is needed to cover these additional costs.

The construction contract was awarded for \$429,000 with a \$107,250 (25%) contingency. The final biosolids quantity exceeded the bid quantity by 62%, resulting in change orders totaling \$263,207 and a final construction cost of \$692,748. Project management and construction management costs were approximately \$12,250 making the total project cost \$705,000.

There is no impact to the General Fund.

Background:

The City's Water Treatment Control Facility (WPCF) generates biosolids as a result of the wastewater treatment process. The WPCF utilizes a series of ponds to accumulate and stabilize the biosolids over time. Over the past few decades, a significant quantity of biosolids have accumulated. Staff have not maintained records as to the volume of biosolids deposited in the ponds.

A 25% contingency was included at project award due to the uncertainty in the quantity of accumulated biosolids. The pond was loaded with biosolids in the 1990's and there is no documentation as to the quantity or duration of time that biosolids accrued in the pond. There was additional uncertainty as to the configuration of the pond. Each pond is 11 acres in size, however, there are no records as to whether the bottom of the pond is flat or sloped.

Another factor is the moisture content of the biosolids. The project specifications require the contractor to dry the material to at least 50% dry prior to hauling. The project pays the contractor on a dry weight basis to encourage the contractor to dry the material more thoroughly and reduce project costs through reduced hauling and tipping fees. The contractor dried the material to an average of 75% dry.

During construction it was observed that the pond bottom was sloped and approximately 12-18 inches deeper on the east end than the west end. This sloped configuration resulted in a significantly higher quantity of biosolids than was originally estimated. The ponds are maintained with a water cap to prevent odors, so this sloped configuration was not visible during design or even during the initial drying period in construction.

The total amount of biosolids hauled from Pond 7 was 9,728 dry tons compared with the bid quantity of 6,000 dry tons. Staff negotiated the cost of the extra work and the contractor agreed to hold the bid price for drying and hauling the additional biosolids.

The WPCF Waste Discharge Permit requires the WPCF to make a good faith effort to begin disposal of this material.

Discussion:

Two change orders were previously executed during the project, resulting in a total amount of \$233,000. The primary catalyst for the change orders was the discovery of the sloped bottom condition of the pond and resultant increase in amount of stored biosolids over the estimate. This is not surprising for a project of this nature when no records are available on the construction of the ponds or the amount of biosolids that had accrued in the pond.

During construction of the project, payments were made to the contractor based on paper hauling tickets from the Yolo County Landfill. Several weeks after construction was completed, the contractor received a report from the landfill which totaled haul trucks that were weighed at the landfill. The landfill report reported 458 additional dry tons hauled that were not reflected in the paper tickets. Staff researched the issue and determined that the additional tonnage is justified and that the missing tickets were generally at the end of the day when the truck driver did not return to the WPCF to turn in the tickets.

See below for a breakdown of the project costs:

Construction	\$429,000
Change Orders	\$232,141
Additional hauled biosolids	\$31,607
Total Construction Cost	\$692,748
Project/Construction Management	\$12,250
Total Project Costs	\$705,000

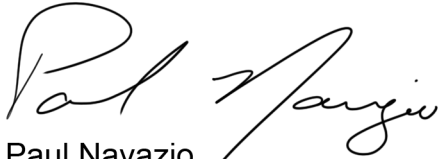
Conclusion:

Staff recommends that the City Council adopt Resolution No. ____, 1) Approving the reallocation of \$34,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to 2018 WPCF Pond 7 Biosolids Drying and Removal, CIP 18-06; and 2) Approving construction contingencies of up to \$31,000 (6.3% of the contract award amount of \$429,000) for a total contract amount of \$693,000.

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

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROPRIATE PROJECT FUNDING FOR THE 2018 WPCF POND 7 BIOSOLIDS DRYING
AND REMOVAL PROJECT, CIP 18-06.**

WHEREAS, the City Council approved the plans and specifications for 2018 WPCF Pond 7 Biosolids Drying and Removal, CIP 18-06 (the “Project”) and authorized advertisement for bids on August 22, 2017; and the City of Woodland advertised for bids on February 13, 2018; and

WHEREAS, the City Council, on April 3, 2018, approved the construction contract with Sierra National Construction, Inc. in the amount of \$429,000 and approved a 25% construction contingency in the amount of \$107,250; and

WHEREAS, the construction of the Project began on May 7, 2018 and was completed in October 2018; and

WHEREAS, the City Council, on December 4, 2018, approved the reallocation of \$96,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to 2018 WPCF Pond 7 Biosolids Drying and Removal Project, CIP 18-06; and

WHEREAS, the City Council, on December 4, 2018, approved construction contingencies of up to \$233,000 (55% of the contract award amount of \$429,000) for a total contract amount of \$662,000.

WHEREAS, the actual quantity of biosolids exceeded the bid quantity by 62% resulting in a need for increased budget and contingency authorization.

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

Section 1. The City Council hereby approves the reallocation of \$34,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to 2018 WPCF Pond 7 Biosolids Drying and Removal Project, CIP 18-06.

Section 2. The City Council hereby approves additional construction contingencies of up to \$31,000 for a total contract amount of \$693,000.

PASSED AND ADOPTED this 19th day of March 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: March 19, 2019

ITEM #: H.8.

SUBJECT: Award Construction Contract for the Water Pollution Control Facility (WPCF) South Pond Pump Station (SPPS) Rehabilitation, CIP #18-07

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) Award a construction contract in the amount of \$486,000 to W. M. Lyles Co. for CIP 18-07, WPCF South Pond Pump Station Rehabilitation and authorize a contract contingency of up to 10% (\$48,600); and 2) Approve the appropriation of \$540,000 from CIP 14-02, Water Pollution Asset Replacement Project to CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

Staff Contact:

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

Fiscal Impact:

Funding for CIP #18-07, WPCF South Pond Pump Station Rehabilitation, is included in the Capital Budget approved by City Council on June 19, 2018. The project currently has a total budget of \$200,000, funded by the Sewer Enterprise Fund. The current budget only covers the costs for design and miscellaneous expenses. On January 15, 2019, the Council passed Resolution #7207 which authorized City staff to authorize bid advertisement for the project. At the time, City staff indicated they would come back to the Council at the time of bid award to appropriate the necessary funds to complete the project by transferring funds from CIP 14-02, Water Pollution Asset Replacement Project, to CIP 18-07, WPCF South Pond Pump Station Rehabilitation. The engineer's estimate for construction costs was \$700,000. On February 28, 2019, the City received 10 bids and W. M. Lyles Co. was determined to be the lowest responsive bidder with a base bid amount of \$486,000. Staff is requesting that \$540,000 of available Sewer Enterprise Funds be reallocated from CIP 14-02, Water Pollution Asset Replacement Project to CIP 18-07 to cover the additional project expenses which include costs for design, construction, inspection services, and construction contingencies.

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

Background:

City staff is continually reviewing the status of assets at the City's WPCF that allow the facility to work as designed. Through this process, staff has identified the existing SPPS for restoration due to corroded screw pumps and other inefficiencies. The existing SPPS was originally installed in 1983 to pump waste sludge into the South Ponds for stabilization and has been regularly maintained thenceforth, but the equipment is now in need of replacement. The most recent evaluation of the SPPS indicated that rehabilitation with in-kind equipment was warranted.

Discussion:

The SPPS serves to recirculate activated sludge in the pond system on the southern part of the WPCF. It is a screw pump system that relies on the screws to lift effluent in an inclined concrete channel. Years of exposure to corrosive activated sludge effluent has deteriorated the facility to the point of significant lost pumping capacity. Both of the SPPS screw pumps, three slide gates, and one motor have reached the end of their useful

lives and are in need of replacement. The City has contracted with Carollo Engineering, Inc. for design services and the City Council approved the resultant plans and specifications for bid advertisement on January 15, 2019.

The City advertised for bids on January 25, 2019. On February 28, 2019, the City received 10 bids for CIP 18-07 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	W.M. Lyles Co.	\$486,000.00
2	Cushman Contracting Corp.	\$499,000.00
3	GSE Construction Company Inc.	\$518,600.00
4	Syblon Reid Construction	\$576,000.00
5	Hess Construction Co. Inc.	\$597,629.00
6	Myers & Sons	\$599,000.00
7	Conco West Inc.	\$621,000.00
8	TNT Industrial Contractors	\$624,059.00
9	Valentine Corporation	\$737,369.00
10	Aztec Consultants	\$822,475.00

The engineer's estimate for the project construction was \$700,000. Staff has performed due diligence in reviewing the bids. W.M. Lyles 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 240 calendar days for completion of the project. Staff anticipates completion of the project by the end of 2019.

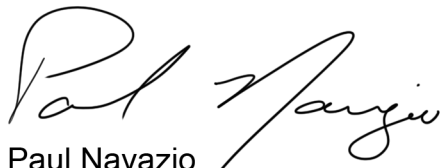
Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to 1) Award a construction contract in the amount of \$486,000 to W. M. Lyles Co. for CIP 18-07, WPCF South Pond Pump Station Rehabilitation and authorize a contract contingency of up to 10% (\$48,600); and 2) Approve the appropriation of \$540,000 from CIP 14-02, Water Pollution Asset Replacement Project to CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

Prepared by: Chris Fong, 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 APPROVING A CONSTRUCTION CONTRACT WITH W. M. LYLES CO. FOR THE WATER POLLUTION CONTROL FACILITY SOUTH POND PUMP STATION REHABILITATION, CIP 18-07

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with W. M. Lyles Co. for CIP 18-07, Water Pollution Control Facility (WPCF) South Pond Pump Station Rehabilitation; and

WHEREAS, the City of Woodland wishes to approve a Construction Contract contingency of up to 10% (\$48,600); and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on January 15, 2019; and the City of Woodland advertised for bids on January 25, 2019; and

WHEREAS, on February 28, 2019, the City of Woodland received 10 bids, and W. M. Lyles Co. was determined to be the lowest responsive, responsible bidder with a base bid of \$486,000; and

WHEREAS, the City Council wishes to appropriate \$540,000 from CIP 14-02, Water Pollution Asset Replacement Project to CIP 18-07, WPCF South Pond Pump Station Rehabilitation; and

WHEREAS, the City Council of the City of Woodland wishes to approve a Construction Contract with W. M. Lyles Co. for \$486,000 for the WPCF South Pond Pump Station Rehabilitation, CIP #18-07, and authorize its execution through adoption of this Resolution; and

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

Section 1. The City Council hereby approves the Construction Contract for the WPCF South Pond Pump Station Rehabilitation, CIP 18-07, with W. M. Lyles Co. in the amount of \$486,000 and approves a ten (10%) percent construction contingency in the amount of \$48,600. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

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

Section 3. The City Council hereby authorizes the appropriation of \$540,000 from CIP 14-02, Water Pollution Asset Replacement Project to CIP 18-07, WPCF South Pond Pump Station Rehabilitation.

PASSED AND ADOPTED this Nineteenth day of March 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: March 19, 2019
ITEM #: H.9.
SUBJECT: 2019 ADA Improvement Project, CIP 19-08; Approve Plans and Specifications, Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the 2019 ADA Improvement Project, CIP 19-08, and authorizing bid advertisement.

Staff Contact:

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

Fiscal Impact:

The total project budget is \$215,624 as identified in the current Capital Budget as CIP 19-08. The project funding is \$190,624 in Community Development Block Grant (CDBG) funding and \$25,000 in Water Enterprise Funds to fund improvements associated with water utility conflicts.

The Engineer's estimate of base bid construction cost is \$100,000-120,000. The difference between the total project budget and the engineer's estimate is the amount budgeted for design, construction management, inspection and construction contingency.

Background:

The City of Woodland applies for CDBG funds annually from the United States Department of Housing and Urban Development (HUD). CDBG funds must be used for activities that assist lower-income persons and to eliminate conditions of blight from the community.

In 2018, the Engineering Division applied for and received \$190,000 in CDBG grant funding for access improvements for persons with disabilities to various locations within the City.

Discussion:

The project conforms to the requirements of the CDBG grant, the Americans with Disabilities Act (ADA), and is in conformance with the overall ADA Program/Priority Route which was identified in conjunction with the City's ADA citizen's advisory committee. Wherever reasonable, construction hours will be limited such that work is completed in a manner that minimizes disruption to local businesses, schools and residents.

The project locations were selected from the City's priority route, which is coordinated with YoloBus routes. These routes connect government buildings, medical facilities, parks, schools and other high use facilities throughout the City.

Upon Council authorization, project bids will be solicited and staff anticipates construction to start in June 2019.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and

specifications for the 2019 ADA Improvement Project, CIP 19-08, and authorizing bid advertisement.

Prepared by: Diana Ayón, Senior Associate Civil Engineer

Reviewed by: Brent Meyer, City Engineer

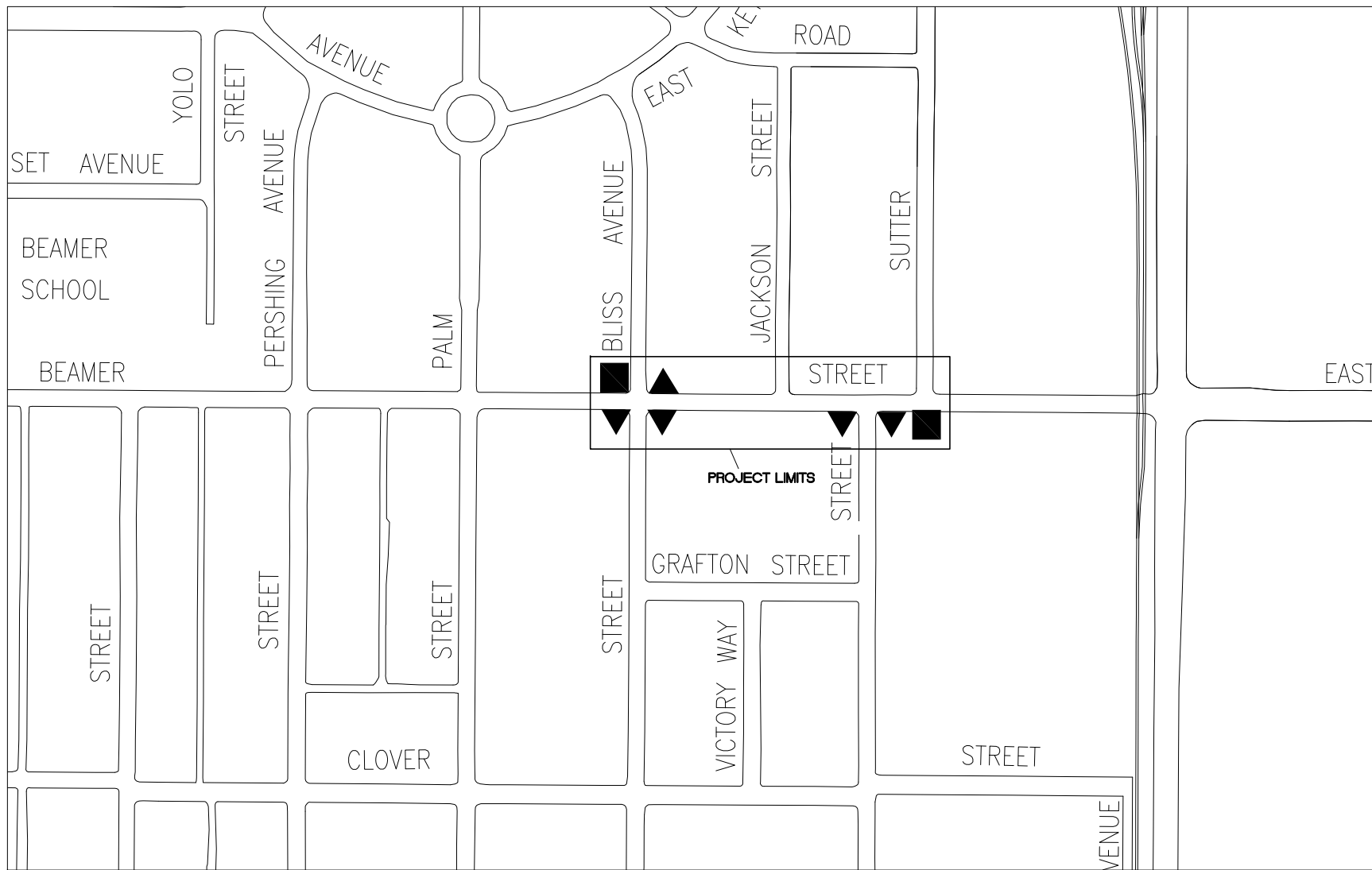
Ken Hiatt, Assistant City Manager/Community and Economic Development Director



Paul Navazio
City Manager

Attachments:

1. Project Location Map
2. Resolution



SHEET NOTES

■ CALTRANS DETAIL A88A ADA RAMP MODIFIED CASE F

▲ CALTRANS DETAIL A88A ADA RAMP MODIFIED CASE C



PROJECT #19-08 2019 ADA IMPROVEMENT PROJECT BASE BID ADA PROJECT LAYOUT

BENCH MARK:
ELEVATION: N/A DATUM: N/A
DESCRIPTION:

CITY OF WOODLAND
APPROVED BY:

Brent Meyer
City Engineer
DATE: 03/14/2019

PROJECT ENGINEER'S SIGNATURE
BY: Diana R. Ayon
Senior Associate Civil Engineer
DATE: 03/14/2019 P.E. C73038
REGISTRATION EXP.: 12/31/2020

SCALE:
HORIZ. NOT TO SCALE VERT. NOT TO SCALE
DATE: 03/14/2019

DESIGNED BY
DIANA R. AYON

DRAWN BY
ALEXIS CORONA

REVIEWED BY
KATHLEEN WURZEL

FILE:

REVISIONS				
NO.	DESCRIPTION	BY	DATE	
		APPR.	DATE	

2019 ADA IMPRV. PROJECT

SHEET 4 OF 4

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2019 ADA
IMPROVEMENT PROJECT, CIP 19-08; AND AUTHORIZING BID
ADVERTISEMENT**

WHEREAS, the City of Woodland has a total project budget of \$215,624, including \$190,624 in Community Development Block Grant (CDBG) and \$25,000 in Water Enterprise funds identified in the Capital Budget for access improvements for persons with disabilities, referred to as the 2019 ADA Improvement Project, CIP 19-08 (the “Project”); and

WHEREAS, the City Council desires to expend the funds and to construct the Project;
and

WHEREAS, the Project conforms to the requirements of the CDBG grant, the Americans with Disabilities Act (ADA), and is in conformance with the overall ADA Program/Priority Route which was identified in conjunction with the City’s ADA citizen’s advisory committee; and

WHEREAS, the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is considered exempt under the Existing Facilities exemption, CEQA Guideline 15301(c).

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

Section 1. The City Council hereby approves the plans and specifications for the 2019 ADA Improvement Project, CIP 19-08, which are available on file with the City Clerk.

Section 2. The City Council authorizes City staff to advertise the 2019 ADA Improvement Project, CIP 19-08 for bids, with construction anticipated to begin in June 2019.

Section 3. The City Council finds that the Project is exempt from CEQA pursuant to CEQA Guideline 15301(c).

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: March 19, 2019
ITEM #: H.10.
SUBJECT: Approve First Amendment to Consultant Agreement for Professional Services for Building Division Chief Building Official, Plan Review and Inspection Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve the first amendment to a contract agreement with Interwest Consulting Group for Building Division Chief Building Official, Plan Review and Inspection Services, to extend the contract time from July 1, 2019 to June 30, 2020 and to increase the amount of compensation in accordance with the Professional Services Agreement dated July 1, 2018 for an amount not to exceed \$230,000.00.

Staff Contact:

Stephen Coyle, Deputy Community Development Director, (530)661-5910,
stephen.coyle@cityofwoodland.org

Fiscal Impact:

Council approved the addition of \$180,000 to the Building Division's Operations and Maintenance Budget funding through the mid-year budget adjustments approved February 26, 2019. This proposed amendment to the Interwest consultant contract allows for the addition of that funding to the terms of the agreement. In addition to the mid-year funding, staff is requesting that an additional \$50,000 be added to the contract terms. This is the amount that is in the Building Division's baseline budget for plan check and will be available beginning July 1st in the FY2020 budget. Only the \$180,000 will be available for expenditure during the current fiscal year. Adding the plan check baseline budget of \$50,000 into this amendment and extending the term of the contract through June 30, 2020, will allow for uninterrupted service into the new fiscal year. Given the current level of construction activity, the demand for building inspection and plan check services continue to outpace our ability to provide these services with in-house staff resources.

Background:

California building departments are required to have qualified staff in place and available for timely plan review and inspections. The City continues to rely on the support services of consultants during extended periods of heightened workloads by outside firms like Interwest. Currently, calls for inspections vary from 15 to 50 per day and require Interwest's continued assistance. In late Spring of this year, the volume will increase as home construction in six housing subdivisions demand both multiple plan reviews and construction inspections, all in addition to submission of commercial and industrial projects. Contract authority limits under the current contract with Interwest has been reached, necessitating an amendment to the contract in order to continue services for the remainder of FY19/20 and into first half of FY20/21.

Discussion:

Building staff requires the assistance of outside building plans reviewers and construction inspections particularly during peak building activity periods that can last months or longer. When Interwest was contracted to assist with plans review, inspections and chief building official services last July, 2018, the contract amount of \$150,000 coincided with the available budget and included \$100,000 of one-time salary savings from the vacant Chief Building Official position. With the volume of new building construction and

renovation applications, this budget was quickly exhausted. In order to meet current construction demands and in anticipation of an increase in activity during the late Spring and Summer, staff must continue to rely on Interwest's ability to review plans and perform inspections.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve the first amendment to a contract agreement with Interwest Consulting Group for Building Division Chief Building Official, Plan Review and Inspection Services, to extend the contract time from July 1, 2019 to June 30, 2020 and to increase the amount of compensation in accordance with the Professional Services Agreement dated July 1, 2018 for an amount not to exceed \$230,000.00.

Prepared By: Stephen Coyle, Deputy Community Development Director

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



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE FIRST AMENDMENT TO AN AGREEMENT WITH INTERWEST
CONSULTING GROUP FOR BUILDING DIVISION CHIEF BUILDING OFFICIAL,
PLAN REVIEW AND INSPECTIONS SERVICES**

WHEREAS, the services of Interwest Consulting Group are still required to provide as-needed Chief Building Official, plan review and inspections services through FY2020; and

WHEREAS, the City's current amount of building plans review and construction inspections continue to increase, thus requiring Interwest's services beyond the contract time and contract amount included in the Interwest contract; and

WHEREAS, the City's contract with Interwest Consulting Group dated July 1, 2018 through June 30, 2019 requires a time extension to maintain services through the end of FY2020; and

WHEREAS, the City's contract with Interwest Consulting Group dated July 1, 2018 in the amount not to exceed \$150,000 is insufficient to maintain services through the end of FY2019; and

WHEREAS, the City of Woodland wishes to approve an amendment to the agreement with Interwest Consulting Group that extends the contract time by one year and increases the contract amount not to exceed \$230,000; and

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

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

Section 1. The City Council hereby approves the First Amendment to the Agreement with Interwest Consulting Group to extend the contract time from July 1, 2019 to June 30, 2020 and to increase in an amount not to exceed \$230,000 and authorizes the City Manager to execute the Agreement.

Section 2. A copy of the Amendment to the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 19th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

ARTICLE 1. PARTIES AND DATE

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

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated July 1, 2018 (“Agreement”), whereby Consultant agreed to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Chief Building Official, Building Plan Check and Building Inspection consulting services necessary for the Project (“Services”), until June 30, 2019. The Agreement includes an Extension of Time provision that may be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement. The Services are more particularly described in Exhibit “A” in the Agreement. 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.

2.2 City and Consultant now desire to amend the Agreement to extend the contract time from July 1, 2019 to June 30, 2020 and to increase the amount of compensation in accordance with the Professional Services Agreement dated July 1, 2018, attached hereto. The total compensation for the First Amendment shall not exceed \$230,000.00.

ARTICLE 3. TERMS

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**First Amendment To Professional Services Agreement Between The City Of Woodland
And Interwest Consulting Group, Inc. CM# 000786**

City Of Woodland

Interwest Consulting Group, Inc

By: _____
Paul Navazio
City Manager

By: _____
Ron Beehler, SE, CBO

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: H.11.
SUBJECT: Approval of Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope) Funded through the 2018 Continuum of Care Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2018 Continuum of Care program competition in the aggregate amount of \$268,888 and authorizes the Finance Officer to amend the budget as necessary.

Staff Contact:

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

Fiscal Impact:

The U.S. Department of Housing and Urban Development (HUD) will provide a portion of the three grants, \$16,753, for administration in order to defray the City's costs in administering the grants.

Background:

The City has been receiving Continuum of Care (CoC) grants from HUD since at least 1994 to provide permanent supportive and transitional housing programs for individuals and families. In most instances the programs have been operated by the Yolo Wayfarer Center.

Discussion:

In 2018, the City applied for four separate CoC grants. HUD awarded the City three renewal grants and has issued grant agreements/scopes of work for the grant awards: Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2018 (\$152,936 award), Consolidated Permanent Supportive Housing for Chronically Homeless 2018 (\$91,191 award), and Bonus Project (2016) for Chronically Homeless 2018 (\$24,761 award).

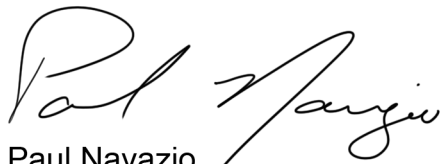
HUD did not award funds for the fourth grant application, Bonus Project Expansion Permanent Supportive Housing for Chronically Homeless 2018 (\$28,569 grant request). The awarded grants will be used by the Yolo Wayfarer Center to provide permanent supportive housing for chronically homeless individuals and families. All of the individuals assisted by the grant will receive supportive services.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2018 Continuum of Care program competition in the aggregate amount of \$268,888 and authorizes the Finance Officer to amend the budget as necessary.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" being more prominent than the last name "Navazio".

Paul Navazio
City Manager

Attachments:

1. CC Reso Subrecip Agmts March 19 2019
2. Subrecipient Agreement Reallocation
3. Subrecipient Agreement Consolidated
4. Subrecipient Agreement Bonus

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND TO EXECUTE SUBRECIPIENT
AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR 2018 CONTINUUM OF CARE
PROGRAM GRANTS**

WHEREAS, the Continuum of Care Program is authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended;

WHEREAS, the City of Woodland has received Continuum of Care Program grants since at least 1994;

WHEREAS, the Continuum of Care grants received by the City assist with the funding of the Yolo Wayfarer Center's permanent supportive housing programs for families and individuals.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute three subrecipient agreements in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the following amounts and any other documents necessary to implement this program.

1. Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2018, \$152,936 grant award
2. Consolidated Permanent Supportive Housing for Chronically Homeless 2018, \$91,191 grant award
3. Bonus Project (2016) for Chronically Homeless 2018, \$24,761 grant award

Section 2: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

Section 3: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 19th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodríguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

**2018 CONTINUUM OF CARE PROGRAM
(Reallocation, 2015, Permanent Supportive Housing for Chronically
Homeless 2018)**

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this _____ day of _____, 2019 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

- A.** WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) for the Calendar Year 2018 (payment year 2019/20).
- B.** SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2018 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.
- D.** SUBRECIPIENT’s application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND’s MCKINNEY-VENTO ACT Application for Calendar Year 2018 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.
- E.** On or about January 26, 2019, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2018 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

- F. WOODLAND and SUBRECIPIENT (jointly, the “Parties”) desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT’s provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

“**Agreement**” means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

“**MCKINNEY-VENTO ACT**” is defined in Recital A hereof.

“**MCKINNEY-VENTO ACT Funds**” is defined in Recital A hereof.

“**C.F.R.**” means the Code of Federal Regulations.

“**Community Services Director**” means the Director of Community Services for the City of Woodland, or designee.

“**Conditions to Disbursement**” is defined in Section 2.3.2 hereof.

“**Costs**” means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

“**Covenants Re: Use of Federal Funds**” means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

“**Date of Agreement**” is defined in the initial paragraph of this Agreement.

“**Default**” is defined in Section 7.1 hereof.

“**Disbursement Schedule**” is defined in Section 2.3.1 hereof.

“**Effective Date**” is defined in Section 10.14 hereof.

“**Grant**” is defined in Section 2.1 hereof.

“Grant Proceeds” means the proceeds of the Grant.

“HUD” is defined in Recital A hereof.

“Operating Budget” is defined in Section 6 hereof.

“Parties” is defined in Recital F hereof.

“Salary and Benefits” means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

“Schedule of Performance” means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

“Scope of Services” means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

“Services” is defined in Section 4.1 of this Agreement.

“Staff” means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

“SUBRECIPIENT” means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT’s Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT’s Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or the context should otherwise require.

“SUBRECIPIENT’s Representative” means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

“WOODLAND” means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the “City Manager”), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of One Hundred Fifty-Two Thousand, Nine Hundred Thirty-Six Dollars (\$152,936) (less administrative costs of \$9,450 retained by City) (the Grant”) subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the “Disbursement Schedule”):

- A. The sum of One Hundred Fifty-Two Thousand, Nine Hundred Thirty-Six Dollars (\$152,936) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND’s customary conditions for a Grant (the “Conditions of Disbursement”). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

- A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.
- B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.
- C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents

executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Services Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the “Term”) shall commence on February 1, 2019 and shall terminate on January 31, 2020 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the “Services”) as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT’s Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT’s application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT from any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT's risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAND. WOODLAND assumes no liability for

SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

- A. Workers' Compensation Insurance as required by California statutes;
- B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability,

Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form; and

- C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.

The City Manager, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695.”

“It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy.”

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

“The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland.”

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be

SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

- A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;
- C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or

nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attorneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

7.8 Immediate Termination for SUBRECIPIENT's Default. In the event of any Default by SUBRECIPIENT, WOODLAND may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by SUBRECIPIENT of written notice from WOODLAND. In such event, SUBRECIPIENT shall have no further rights hereunder; WOODLAND shall have all other rights and remedies as provided by law.

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

8.1 Data to be Furnished by WOODLAND. WOODLAND shall furnish to SUBRECIPIENT such documents and materials pertinent to the provision of Services hereunder as WOODLAND may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by WOODLAND to SUBRECIPIENT pursuant to Section 8.1 hereof shall remain the property of WOODLAND and shall be returned to WOODLAND upon termination of this Agreement.

Section 9. Audit of Records.

SUBRECIPIENT shall keep such books and records as shall be necessary to perform the Services required by this Agreement and to enable WOODLAND to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles.

WOODLAND shall have the right to audit SUBRECIPIENT's records pertaining to this Agreement and the services to be performed hereunder at SUBRECIPIENT's office location as set forth in Section 10.2 hereof. SUBRECIPIENT agrees to make available all pertinent records for the purpose of conducting such an audit at that location, during normal business hours.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by WOODLAND or SUBRECIPIENT with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either WOODLAND or SUBRECIPIENT of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands, or other writings to be made, given, or sent hereunder, or which may be so given or made or sent by either WOODLAND or SUBRECIPIENT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to WOODLAND:

City Clerk
City of Woodland
300 First Street
Woodland, California 95695
FAX No. (530) 661-5813

With copies to:

City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT:

Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to "WOODLAND" or "SUBRECIPIENT" shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the “Effective Date.”

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
AS OF THE RESPECTIVE DATES SET FORTH BELOW.**

“WOODLAND”

CITY OF WOODLAND
a municipal corporation and charter city

Dated: _____

By: _____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _____
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit public benefit corporation

Dated: _____

By: _____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the “Services”):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95695.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT’s Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

- A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
- B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports

submitted by SUBRECIPIENT. From the grant amount of One Hundred Fifty-Two Thousand, Nine Hundred Thirty-Six Dollars (\$152,936), WOODLAND shall retain a total of Nine Thousand Four Hundred Fifty Dollars (\$9,450) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Reallocation, 2015, Permanent Supportive Housing for Chronically Homeless 2018) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of One Hundred Fifty-Two Thousand, Eight Hundred Thirty-Six Dollars (\$152,936) less City administrative costs of (\$9,450) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars (\$25,000), then such real property shall either be:

- A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or
- B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the “Department”), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers’ representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

- A. The copyright in any work developed under the Grant or this Agreement;
- B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;
- C. The patent for any invention developed under the Grant or this Agreement; and
- D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 (“the Act”), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIENT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the final disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the “Federal Funding Accountability and Transparency Act” through reporting required information at <https://www.fsrs.gov/>.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND’s audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more

than one (1) year and an acquisition cost of Three Hundred Dollars (\$300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars (\$300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars (\$300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars (\$50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;
- C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

- A. SUBRECIPIENT has made false certification under Section 26.1;
- B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or
- C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2019 and terminating on January 31, 2020.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	60,281		
2. Supportive Services*	38,400		
3. Operations**	44,805		
4. HMIS ***	0		
5. SHP Request (subtotal lines 1 thru 4)	143,486		
6. Administration	9,450		
7. Total CoC Request (total lines 5 and 6)	152,936		

* By law, CoC can pay no more than 80% of the total supportive services budget.

** By law, CoC can pay no more than 75% of the total operating budget.

*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

**2018 CONTINUUM OF CARE PROGRAM
(Consolidated Permanent Supportive Housing for Chronically Homeless
2018)**

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this _____ day of _____, 2019 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

- A.** WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) for the Calendar Year 2018 (payment year 2019/20).
- B.** SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2018 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.
- D.** SUBRECIPIENT’s application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND’s MCKINNEY-VENTO ACT Application for Calendar Year 2018 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.
- E.** On or about January 26, 2019, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2018 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

- F. WOODLAND and SUBRECIPIENT (jointly, the “Parties”) desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT’s provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

“**Agreement**” means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

“**MCKINNEY-VENTO ACT**” is defined in Recital A hereof.

“**MCKINNEY-VENTO ACT Funds**” is defined in Recital A hereof.

“**C.F.R.**” means the Code of Federal Regulations.

“**Community Services Director**” means the Director of Community Services for the City of Woodland, or designee.

“**Conditions to Disbursement**” is defined in Section 2.3.2 hereof.

“**Costs**” means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

“**Covenants Re: Use of Federal Funds**” means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

“**Date of Agreement**” is defined in the initial paragraph of this Agreement.

“**Default**” is defined in Section 7.1 hereof.

“**Disbursement Schedule**” is defined in Section 2.3.1 hereof.

“**Effective Date**” is defined in Section 10.14 hereof.

“**Grant**” is defined in Section 2.1 hereof.

“Grant Proceeds” means the proceeds of the Grant.

“HUD” is defined in Recital A hereof.

“Operating Budget” is defined in Section 6 hereof.

“Parties” is defined in Recital F hereof.

“Salary and Benefits” means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

“Schedule of Performance” means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

“Scope of Services” means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

“Services” is defined in Section 4.1 of this Agreement.

“Staff” means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

“SUBRECIPIENT” means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT’s Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT’s Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or the context should otherwise require.

“SUBRECIPIENT’s Representative” means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

“WOODLAND” means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the “City Manager”), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Ninety-One Thousand, One Hundred Ninety-One Dollars (\$91,191) (less administrative costs of \$5,618 retained by City) (the Grant”) subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the “Disbursement Schedule”):

- A. The sum of Ninety-One Thousand, One Hundred Ninety-One Dollars (\$91,191) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND’s customary conditions for a Grant (the “Conditions of Disbursement”). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

- A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.
- B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.
- C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and

binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

- D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Services Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the “Term”) shall commence on March 1, 2019 and shall terminate on February 28, 2020 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the “Services”) as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT’s Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT’s application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT from any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT's risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAND. WOODLAND assumes no liability for

SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

- A. Workers' Compensation Insurance as required by California statutes;
- B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability,

Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form; and

- C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.

The City Manager, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695.”

“It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy.”

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

“The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland.”

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be

SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

- A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;
- C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or

nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attorneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

7.8 Immediate Termination for SUBRECIPIENT's Default. In the event of any Default by SUBRECIPIENT, WOODLAND may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by SUBRECIPIENT of written notice from WOODLAND. In such event, SUBRECIPIENT shall have no further rights hereunder; WOODLAND shall have all other rights and remedies as provided by law.

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

8.1 Data to be Furnished by WOODLAND. WOODLAND shall furnish to SUBRECIPIENT such documents and materials pertinent to the provision of Services hereunder as WOODLAND may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by WOODLAND to SUBRECIPIENT pursuant to Section 8.1 hereof shall remain the property of WOODLAND and shall be returned to WOODLAND upon termination of this Agreement.

Section 9. Audit of Records.

SUBRECIPIENT shall keep such books and records as shall be necessary to perform the Services required by this Agreement and to enable WOODLAND to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles.

WOODLAND shall have the right to audit SUBRECIPIENT's records pertaining to this Agreement and the services to be performed hereunder at SUBRECIPIENT's office location as set forth in Section 10.2 hereof. SUBRECIPIENT agrees to make available all pertinent records for the purpose of conducting such an audit at that location, during normal business hours.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by WOODLAND or SUBRECIPIENT with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either WOODLAND or SUBRECIPIENT of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands, or other writings to be made, given, or sent hereunder, or which may be so given or made or sent by either WOODLAND or SUBRECIPIENT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to WOODLAND:

City Clerk
City of Woodland
300 First Street
Woodland, California 95695
FAX No. (530) 661-5813

With copies to:

City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT:

Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to "WOODLAND" or "SUBRECIPIENT" shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the “Effective Date.”

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
AS OF THE RESPECTIVE DATES SET FORTH BELOW.**

“WOODLAND”

CITY OF WOODLAND
a municipal corporation and charter city

Dated: _____

By: _____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _____
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit public benefit corporation

Dated: _____

By: _____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the “Services”):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95695.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT’s Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

- A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
- B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports

submitted by SUBRECIPIENT. From the grant amount of Ninety-One Thousand, One Hundred Ninety-One Dollars (\$91,191), WOODLAND shall retain a total of Five Thousand Six Hundred Eighteen Dollars (\$5,618) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Consolidated Permanent Supportive Housing for Chronically Homeless 2018) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Ninety-One Thousand, One Hundred Ninety-One Dollars (\$91,191) less City administrative costs of (\$5,618) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars (\$25,000), then such real property shall either be:

- A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or
- B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the “Department”), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers’ representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

- A. The copyright in any work developed under the Grant or this Agreement;
- B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;
- C. The patent for any invention developed under the Grant or this Agreement; and
- D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 (“the Act”), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIENT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the final disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the “Federal Funding Accountability and Transparency Act” through reporting required information at <https://www.fsrs.gov/>.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND’s audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more

than one (1) year and an acquisition cost of Three Hundred Dollars (\$300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars (\$300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars (\$300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars (\$50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;
- C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

- A. SUBRECIPIENT has made false certification under Section 26.1;
- B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or
- C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on March 1, 2019 and terminating on February 28, 2020.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	46,960		
2. Supportive Services*	16,251		
3. Operations**	22,362		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	85,573		
6. Administration	5,618		
7. Total CoC Request (total lines 5 and 6)	91,191		

* By law, CoC can pay no more than 80% of the total supportive services budget.

** By law, CoC can pay no more than 75% of the total operating budget.

*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

**2018 CONTINUUM OF CARE PROGRAM
(Bonus, 2016, Project Permanent Supportive Housing for Chronically
Homeless 2018)**

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this _____ day of _____, 2019 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

- A.** WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) for the Calendar Year 2018 (payment year 2019/20).
- B.** SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2018 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.
- D.** SUBRECIPIENT’s application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND’s MCKINNEY-VENTO ACT Application for Calendar Year 2018 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.
- E.** On or about January 26, 2019, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2018 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

- F. WOODLAND and SUBRECIPIENT (jointly, the “Parties”) desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT’s provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

“**Agreement**” means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

“**MCKINNEY-VENTO ACT**” is defined in Recital A hereof.

“**MCKINNEY-VENTO ACT Funds**” is defined in Recital A hereof.

“**C.F.R.**” means the Code of Federal Regulations.

“**Community Services Director**” means the Director of Community Services for the City of Woodland, or designee.

“**Conditions to Disbursement**” is defined in Section 2.3.2 hereof.

“**Costs**” means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

“**Covenants Re: Use of Federal Funds**” means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

“**Date of Agreement**” is defined in the initial paragraph of this Agreement.

“**Default**” is defined in Section 7.1 hereof.

“**Disbursement Schedule**” is defined in Section 2.3.1 hereof.

“**Effective Date**” is defined in Section 10.14 hereof.

“**Grant**” is defined in Section 2.1 hereof.

“Grant Proceeds” means the proceeds of the Grant.

“HUD” is defined in Recital A hereof.

“Operating Budget” is defined in Section 6 hereof.

“Parties” is defined in Recital F hereof.

“Salary and Benefits” means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

“Schedule of Performance” means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

“Scope of Services” means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

“Services” is defined in Section 4.1 of this Agreement.

“Staff” means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

“SUBRECIPIENT” means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT’s Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT’s Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or the context should otherwise require.

“SUBRECIPIENT’s Representative” means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

“WOODLAND” means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the “City Manager”), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Twenty-Four Thousand, Seven Hundred Sixty-One Dollars (\$24,761) (less administrative costs of \$1,685 retained by City) (the Grant”) subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the “Disbursement Schedule”):

- A. The sum of Twenty-Four Thousand, Seven Hundred Sixty-One Dollars (\$24,761) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND’s customary conditions for a Grant (the “Conditions of Disbursement”). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

- A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.
- B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.
- C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and

binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

- D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Services Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the “Term”) shall commence on April 1, 2019 and shall terminate on March 30, 2020 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the “Services”) as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT’s Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT’s application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT from any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT's risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAND. WOODLAND assumes no liability for

SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

- A. Workers' Compensation Insurance as required by California statutes;
- B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability,

Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form; and

- C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form.

The City Manager, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

“This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695.”

“It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy.”

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

“The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland.”

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be

SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

- A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;
- C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or

nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attorneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

7.8 Immediate Termination for SUBRECIPIENT's Default. In the event of any Default by SUBRECIPIENT, WOODLAND may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by SUBRECIPIENT of written notice from WOODLAND. In such event, SUBRECIPIENT shall have no further rights hereunder; WOODLAND shall have all other rights and remedies as provided by law.

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

8.1 Data to be Furnished by WOODLAND. WOODLAND shall furnish to SUBRECIPIENT such documents and materials pertinent to the provision of Services hereunder as WOODLAND may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by WOODLAND to SUBRECIPIENT pursuant to Section 8.1 hereof shall remain the property of WOODLAND and shall be returned to WOODLAND upon termination of this Agreement.

Section 9. Audit of Records.

SUBRECIPIENT shall keep such books and records as shall be necessary to perform the Services required by this Agreement and to enable WOODLAND to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles.

WOODLAND shall have the right to audit SUBRECIPIENT's records pertaining to this Agreement and the services to be performed hereunder at SUBRECIPIENT's office location as set forth in Section 10.2 hereof. SUBRECIPIENT agrees to make available all pertinent records for the purpose of conducting such an audit at that location, during normal business hours.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by WOODLAND or SUBRECIPIENT with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either WOODLAND or SUBRECIPIENT of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands, or other writings to be made, given, or sent hereunder, or which may be so given or made or sent by either WOODLAND or SUBRECIPIENT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to WOODLAND:

City Clerk
City of Woodland
300 First Street
Woodland, California 95695
FAX No. (530) 661-5813

With copies to:

City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT:

Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to "WOODLAND" or "SUBRECIPIENT" shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the “Effective Date.”

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
AS OF THE RESPECTIVE DATES SET FORTH BELOW.**

“WOODLAND”

CITY OF WOODLAND

a municipal corporation and general law city

Dated: _____

By: _____

Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _____

Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER

a California non-profit public benefit corporation

Dated: _____

By: _____

Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the “Services”):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95695.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT’s Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

- A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
- B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports

submitted by SUBRECIPIENT. From the grant amount of Twenty-Four Thousand, Seven Hundred Sixty-One Dollars (\$24,761), WOODLAND shall retain a total of One Thousand, Six Hundred Eighty-Five Dollars (\$1,685) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Bonus, 2016, Project Permanent Supportive Housing for Chronically Homeless 2018) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Twenty-Four Thousand, Seven Hundred Sixty-One Dollars (\$24,761) less City administrative costs of (\$1,685) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars (\$25,000), then such real property shall either be:

- A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or
- B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the “Department”), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers’ representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

- A. The copyright in any work developed under the Grant or this Agreement;
- B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;
- C. The patent for any invention developed under the Grant or this Agreement; and
- D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 (“the Act”), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIENT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the final disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the “Federal Funding Accountability and Transparency Act” through reporting required information at <https://www.fsrs.gov/>.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND’s audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more

than one (1) year and an acquisition cost of Three Hundred Dollars (\$300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars (\$300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars (\$300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars (\$50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;
- C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

- A. SUBRECIPIENT has made false certification under Section 26.1;
- B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or
- C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on April 1, 2019 and terminating on March 30, 2020.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	21,016		
2. Supportive Services*	0.00		
3. Operations**	2,060		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	23,076		
6. Administration	1,685		
7. Total CoC Request (total lines 5 and 6)	24,761		

* By law, CoC can pay no more than 80% of the total supportive services budget.

** By law, CoC can pay no more than 75% of the total operating budget.

*** By law, CoC can pay no more than 5% of the total HMIS request.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: I.12.
SUBJECT: Award Construction Contract for the North Regional Pond and Pump Station, CIP #17-21

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____, to 1) Reject the bid protest filed by T&S Construction Co., Inc. as merit less; and 2) Award a Construction Contract to Myers & Sons Construction, LLC for \$6,674,875 for the North Regional Pond and Pump Station, CIP #17-21 ("Project") and authorize a contract contingency of up to 10% (\$667,488); and 3) Approve the transfer of \$1,000,000 from Fund 681 – SLIF Storm Drain to North Regional Pond and Pump Station Project, CIP #17-21

Staff Contact:

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

Fiscal Impact:

The current overall Project budget is \$8,000,000 from the Spring Lake Infrastructure Storm Drain fund as identified in the approved FY 2017-18 budget. This overall Project budget accounts for design services, construction management and inspection, and contingency. However, subsequent to approval of this overall Project budget, the scope of work expanded to explore alternative alignments due to utility conflicts, additional environmental work to comply with the recently adopted Yolo HCP/NCCP Habitat Conservation Plan/Natural Community Resources Plan, and the construction cost estimate was revised to reflect the recent increase in steel prices. Staff is requesting another \$1,000,000 to be appropriated from the Spring Lake bond refunding proceeds to account for these increases in design, construction and environmental consulting services costs, bringing the total overall Project budget to \$9,000,000.

The North Regional Pond was previously used and maintained by the City Water Pollution Control Facility (WPCF) as part of the facility's sewage treatment process. The North Regional Pond has since been cleaned, portion of it has been provided as land for the Woodland Davis Clean Water Agency's (WDCWA's) Regional Water Treatment Facility (RWTF). The operational and electrical costs of running the previous storm water pump station is currently paid from storm drain funds for the East Main Pump Station. Once the Project is complete, the North Regional Pond and associated pump station will be operationally run and funded by the City's storm drainage fund. A to be determined percentage of such storm drainage funding will be provided by the Spring Lake L&L District.

There is no impact to the General Fund.

Background:

The South Urban Growth Area Storm Drainage Facilities Master Plan (SUGA-SDFMP) was updated between 2016 and 2018 and identified the North Regional Pond and Pump Station as the most significant storm drainage facilities project in the south area of the City. The North Regional (NR) Pond is yet to be connected to the drainage system and the NR pump station at the downstream terminus of the South Canal needs replacement. This Project's improvements at the pump station and NR Pond will mitigate the increase in storm drainage flows resulting from development of the SUGA for up to the 100-year, 10-day storm event. Other development areas that will benefit from the Project (and be obligated to pay for their fair share of the cost)

include the Woodland Research and Technology Park (WRTP) and the development areas east of CR102.

Along with a new pump station, the Project will also install weirs and culverts to allow the NR Pond to function as a storm water quality pond, treating storm flows from the Gibson Channel and allowing the NR Pond to function as a detention basin. The NR Pond will allow for increased storm water treatment capacity; improved capacity of and access to culverts underneath Interstate-5 and E. Main Street; new force main and outfall piping from the pump station to the outfall channel; and improved access to the outfall channel at the piping terminus.

Discussion:

The City advertised for bids on January 25, 2019. On February 26, 2019 the City received 8 bids for CIP# 17-21 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	Myers & Sons Construction, LC	\$6,674,875.00
2	T & S Construction Co., Inc.	\$7,062,025.00
3	McGuire and Hester	\$7,177,151.00
4	Syblon Reid	\$7,393,208.00
5	Steve P. Rados, Inc.	\$7,621,607.00 ¹
6	GSE Construction Company Inc.	\$7,627,800.00
7	Sierra Mountain Cascade	\$8,454,375.00
8	Thompson Builders Corp.	\$9,195,824.00 ¹

¹ Bids adjusted due to minor tabulation errors

The engineer's estimate for construction was \$5.6 million. All bids came in significantly higher than estimated. Staff suspects the higher pricing is attributable to the recent increase in steel prices.

After bid opening, a bid protest dated February 28, 2019, was filed by the second lowest bidder, T&S Construction Co., Inc. ("T&S"), claiming that the first lowest bidder, Myers & Sons Construction, LLC ("Myers"), submitted a non-responsive bid due to an omission of an electrical system supplier in the electrical contractor qualifications package. A copy of the T&S bid protest is attached hereto as Attachment B. Thereafter, Myers submitted a response to the T&S bid protest dated March 4, 2019. A copy of the Myers response to bid protest is attached hereto as Attachment C.

Staff and the City Attorney's office performed an independent review of the bid submitted by Myers and determined the alleged error in the Myers bid is in fact not an error and is the result of a misinterpretation of the bidding instructions by T&S. There is, therefore, no basis to deem the bid submitted by Myers non-responsive. A notice of intent to reject the bid protest filed by T&S as meritless dated March 11, 2019, was delivered by the City to T&S. A copy of the notice of intent to reject bid protest is attached hereto as Attachment D.

Based on the foregoing, Myers is the lowest responsible bidder submitting a responsive bid and should be awarded a contract to provide construction services for the Project. As an alternative to this, Council has the discretion to reject all bids and rebid the project.

Conclusion:

Staff recommends that City Council adopt Resolution No. _____, to 1) Reject the bid protest filed by T&S Construction Co., Inc. as merit less; and 2) Award a Construction Contract to Myers & Sons Construction, LLC for \$6,674,875 for the North Regional Pond and Pump Station, CIP #17-21 ("Project") and authorize a contract contingency of up to 10% (\$667,488); and 3) Approve the transfer of \$1,000,000 from Fund 681 – SLIF Storm Drain to North Regional Pond and Pump Station Project, CIP #17-21

Prepared By: Chris Fong, Associate 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. T&S Bid Protest
3. Myers Response to Bid Protest
4. City of Woodland Notice

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING A BID PROTEST AS MERITLESS AND APPROVING A CONSTRUCTION CONTRACT WITH MYERS AND SONS CONSTRUCTION, LLC FOR CIP 17-21, NORTH REGIONAL POND AND PUMP STATION PROJECT

WHEREAS, the work for the North Regional Pond and Pump Station Project (“Project”) is covered under a CEQA Categorical Exemption. City staff will certify consistency with the Yolo HCP/NCCP (Habitat Conservancy Plan & Natural Community Conservation Plan) prior to issuance of the Notice to Proceed and the project will implement all identified Avoidance and Minimization Measures (AMMs); and

WHEREAS, the City of Woodland (“City”) wishes to approve a Construction Contract with Myers & Sons Construction, LLC (“Myers”) for CIP 17-21, North Regional Pond and Pump Station Project; and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 10% (\$667,488); and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on January 15, 2019; and the City advertised for bids on January 25, 2019; and

WHEREAS, on February 26, 2019 the City received 8 bids and Myers was determined to be the lowest responsible bidder submitting a responsive bid with a base bid of \$6,674,875; and

WHEREAS, a bid protest dated February 28, 2019, was filed by T&S Construction Co., Inc. (“T&S”), alleging Myers’s bid was non-responsive due to Myers’s omission of an electrical system integrator with their electrical subcontractor qualification package; and

WHEREAS, Myers submitted a response to bid protest dated March 4, 2019; and

WHEREAS, a bid may be considered responsive even if there is a discrepancy in the bid, as long as the discrepancy is inconsequential, that is, the discrepancy must not affect the amount of the bid or give a bidder an advantage over others (see *Ghilotti Constr. Co. v. City of Richmond* (1996) 45 Cal.App.4th 897; *Bay Cities Paving & Grading, Inc. v. San Leandro* (2014) 223 Cal.App.4th 1181.); and

WHEREAS, upon review of the bids and bid protest, it was determined by the City that the bid protest filed by T&S is premised on a misreading of the obligation imposed by Construction Contract Specification Section 16010-5, 1.04; and

WHEREAS, the correct application of the foregoing specification results in a finding of no material errors in the Myers bid; and

WHEREAS, Construction Contract Specification Section 16010-5, 1.04D additionally affords the City sole discretion to determine whether to reject a bid that does not strictly comply with the requirements of that section; and

WHEREAS, based on a thorough independent review of the Myers bid, the City determined there to be no material errors and, therefore, no basis for rejection of the Myers bid as nonresponsive; and

WHEREAS, the City delivered a notice of intent to reject bid protest as meritless dated March 11, 2019, to T&S; and

WHEREAS, the City Council wishes to approve a Construction Contract with Myers for \$6,674,875 for the Project, and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to transfer \$1,000,000 from Fund 681 – SLIF Storm Drain to the Project (North Regional Pond and Pump Station, CIP 17-21).

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

Section 1. The City Council hereby rejects the bid protest filed by T&S as meritless.

Section 2. The City Council hereby finds Myers to be the lowest responsible bidder submitting a responsive bid and approves and awards the Construction Contract to Myers in the amount of \$6,674,875 and approves a ten (10%) percent construction contingency in the amount of \$667,488. The City Manager is hereby authorized and directed to execute the Construction 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 3. Copies of the Construction Contract are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

Section 4. The City Council hereby approves a transfer in FY 18/19 for \$1,000,000 from Fund 681 – SLIF Storm Drain to the Project (North Regional Pond and Pump Station, CIP 17-21).

PASSED AND ADOPTED this 19th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

T & S CONSTRUCTION CO., INC.
GENERAL ENGINEERING CONSTRUCTION

02/28/19

City of Woodland
300 First Street
Woodland, CA 95695

ATTN: Christopher Fong, P.E.

RE: Bid Protest of Myers & Sons, Construction LLC's bid for North
Regional Pond and Pump Station CIP #17-21

On Tuesday February 26th at 2pm, the City of Woodland opened bids for the North Regional Pond and Pump Station project. Myers & Sons Construction, LLC. was the low bidder and T&S Construction Co., Inc. was 2nd low bidder. Upon review of Myers & Sons' bid, it was discovered that they did not list system integrator with their electrical subcontractor qualification package due with their bid. T&S did include theirs, listing Primex. Not listing a systems supplier would allow for a contractor to price shop this after bid time and creates an unfair financial advantage for Myers & Sons. Under project specifications section 16010-5, 1.04 Electrical Contractor Qualifications, Part C. "Contractor shall submit the proposed Electrical Subcontractor and system supplier with bid documents that will be used on this project". Due to having this unfair financial advantage, T&S Construction Co., Inc. requests that the City of Woodland deem Myers & Sons Construction, LLC's bid non-responsive and award the project to the lowest responsive bidder, T&S Construction Co., Inc.

Respectfully,

 2-28-19

Anthony Spinella
Corporate Secretary
T&S Construction Co., Inc.

1.04 ELECTRICAL CONTRACTOR QUALIFICATIONS

- A. It is the intent of this Division that the complete responsibility for management and installation of the electrical and instrumentation required for this project be by a qualified Electrical Contractor. This responsibility includes, but not limited to, supervision and coordination of work performed by all suppliers of Division 16.
- B. Uncertified electricians shall not perform electrical work for which certification is required per Labor Code Section 3099. Electricians shall be required to carry proof of certification on their person at all times. Electricians found on the jobsite without proof of certification will be asked to leave, prohibited from working on-site until proof of certification has been provided and may be reported to the Contractors State License Board (CSLB).
- C. Contractor shall submit the proposed Electrical Subcontractor and System Supplier with bid documents that will be used on this project.
- D. If the Contractor, Electrical Subcontractor, and System Supplier listed in bid documents are deemed not qualified by Owner, they will have their bid rejected at the Owner's sole discretion and the next qualified bidder selected.
- E. The Electrical Subcontractor shall meet the following minimum qualifications:
 - 1. Has a current C-10 Electrical Subcontractor's License.
 - 2. Has regularly engaged in similar electrical contracting for the Municipal Water Industry.
 - 3. Has successfully performed work of similar or greater complexity on at least five previous projects under one company name and under the present company name.
 - 4. Has all persons performing work as electricians certified by the California Apprenticeship Council per California Labor Code Section 3099.
 - 5. Has been actively engaged in the type of electrical and instrumentation work specified in this Division for a minimum of two years.
- F. Bid package shall include a list of five (5) completed projects of similar size and nature for water treatment plants the Electrical Contractor has completed:
 - 1. Provide completion dates of projects.
 - 2. References of Owner Representative in charge of project, including contact name and telephone number.

1.05 SYSTEM SUPPLIER QUALIFICATIONS

- A. General:
 - 1. It is the intent of this Division that complete responsibility in the supplying of the MCC/PLC, and all instrumentation in Appendix "B" Device Index

March 4, 2019

VIA EMAIL [CHRIS.FONG@CITYOFWOODLAND.ORG] AND U.S. MAIL

City of Woodland
300 First Street
Woodland, CA 95695
Attn: Chris Fong, Senior Associate Civil Engineer

Re: Response to T & S Construction Co., Inc.'s Protest of Myers & Sons Construction, LLC's bid for North Regional Pond and Pump Station CIP #17-21

Dear Mr. Fong:

My office represents Myers & Sons Construction, LLC ("Myers") the lowest responsive, responsible bidder on the City of Woodland's North Regional Pond and Pump Station, CIP # 17-21 (the "Contract"). We are in receipt of the bid protest submitted by T & S Construction Co., Inc. ("T & S") and submit this letter in response.

T & S is attempting to impose additional bidding criteria on Myers that is not required by the plain language of the specifications section that T & S cites. T & S quotes Specifications Section 16010-5, 1.04 ("Section 1.04") which states "Contractor shall submit the proposed Electrical Subcontractor and System Supplier *with bid documents* that will be used on this project." T & S attempts to construe this language to require bidders to list a systems supplier *with their bid*, but this is not what the specifications require.

The Notice Inviting Bids states "The first, second and third low bidders will be required to *escrow bid documents* as specified in the Instructions to Bidders." (Notice Inviting Bids, Section A-6). The Instructions to Bidders states "The Contractor is required to present all documentation used by the Contractor in arriving at the bid upon which the Contract was awarded ("Bid Documentation") to the Engineer *in accordance with the conditions in Section B-11 of the Supplemental Conditions.*" (Instructions to Bidders, Section B-20). Section B-11 of the Supplemental Conditions states "the Contractor is required to submit one (1) copy of all documentary information generated in preparation of the bid price for the Project to the Engineer to be held in escrow of the duration of the *Contract within three (3) working days of bid opening.*" Thus, the plain language of Section 1.04 actually requires Myers to submit the system supplier information with the bid documents being escrowed *within three working days of bid opening*, not with the bid itself as T & S suggests.

T & S's argument that the opportunity for bid shopping is created by the Specifications requirement of Section 1.04 is also without merit. The Bid Proposal Form, and Public Contract Code section 4104, require a bidder to list any subcontractor of the bidder that exceeds one half of one percent of the total bid. This is exactly what Myers did when it listed its electrical subcontractor Bockmon & Woody Electric Co., Inc. ("Bockmon") as 10.4% of Myers' bid. There is no risk of bid shopping as Myers is committed to using Bockmon as its electrical subcontractor in accordance with the subcontractor disclosure form. Subsequent submission of the system supplier utilized by Bockmon with the escrowed bid documents simply allows the City to verify prior to award that the three lowest bidders correctly used a pre-qualified system supplier. The system supplier submission has no relation to bid shopping, which is protected against by the subcontractor disclosures in the Bid Proposal Form, and which Myers fully complied with.

The position taken by T & S is without merit, as demonstrated by the plain language of the bid instructions and specifications. Accordingly, Myers should be awarded the Contract as the lowest, responsive, responsible bidder.

Very truly yours,

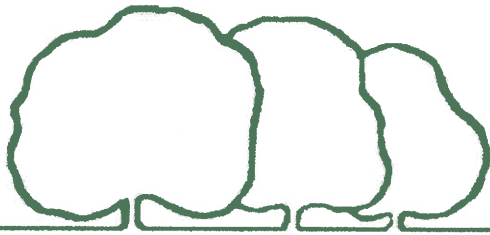
DOWNEY BRAND LLP

A handwritten signature in dark ink, appearing to read "Matthew J. Weber", with a small flourish at the end.

Matthew J. Weber

MJW

1548014.1



City of Woodland

Community Development Engineering 300 First Street, Woodland, CA 95695 (530) 661-5820 www.cityofwoodland.org

March 11, 2019

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

T&S Construction Co., Inc.
ATTN: Anthony Spinella
6100 Hedge Avenue
Sacramento, CA 95829

SUBJECT: City of Woodland
North Regional Pond and Pump Station – CIP #17-21
Notice of Intent to Reject Bid Protest

Dear Mr. Anthony Spinella:

The City of Woodland (“City”) has reviewed the bid protest letter filed by T&S Construction Co., Inc. (“TSC”) dated February 28, 2019 (“Protest”) with regards to the above captioned project (“Project”). Based on our review, the Protest is meritless as it pertains to the bid submitted by the low bidder on the Project – Myers & Sons Construction, LLC (“Myers”).

As a threshold matter, a bid must conform to the material terms of the bid package. (*DeSilva Gates Constr. v. Department of Transp.* (2015) 242 Cal.App.4th 1409; *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175.) A bid is responsive if it promises to do what the bidding instructions demand. (*Williams v. Clovis Unified Sch. Dist.* (2007) 146 Cal.App.4th 757; *Valley Crest Landscape Inc. v. City of Davis* (1996) 41 Cal.App.4th 1432, 1438.) Responsiveness should be determined from the face of the bid. (*Great W. Contractors, Inc. v. Irvine Unified Sch. Dist.* (2010) 187 Cal.App.4th 1425.) However, a bid may be responsive even if there is a discrepancy in the bid, as long as the discrepancy is inconsequential, that is, the discrepancy must not affect the amount of the bid or give a bidder an advantage over others. (*Ghilotti Constr. Co. v. City of Richmond* (1996) 45 Cal.App.4th 897; *Bay Cities Paving & Grading, Inc. v. San Leandro* (2014) 223 Cal.App.4th 1181.) A deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders. These considerations must be evaluated from a practical rather than hypothetical standpoint, with reference to the factual circumstances of the case. (*Ghilotti Constr. Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 908-09, internal citations omitted.)

With the foregoing in mind, TSC alleges Myers’s bid is nonresponsive based on the failure by Myers to include the Electrical Subcontractor and System Supplier with the bid documents as

required by Specification Section 16010-5, 1.04. This allegation is premised on a misreading of the obligation imposed by Section 1.04. Specifically, we note the information related to the Electrical Subcontractor and System Supplier is only required to be submitted with the bid documents which are due to the City by the three lowest bidders within three working days of bid opening. (See Instructions to Bidders, § B-20, Supplemental Conditions, § B-11.) Myers has complied with this requirement by submitting bid documentation that includes information related to the Electrical Subcontractor and System Supplier within the three working day window.

With respect to the claim regarding the financial advantage resulting from bid shopping and bid peddling, we do not agree that such an advantage was conferred to Myers. The Subletting and Subcontracting Fair Practices Act (Pub. Contract Code, § 4100 *et seq.*) requires bidders on public works projects to provide subcontractor information for all first tier subcontractors with subcontracts in excess of 0.5% of the total bid. The purpose of the Act is to prevent the evils of bid shopping and bid peddling. Based on our review of the Myers bid, we did not find any form of noncompliance with the subcontractor listing requirements under the Act and found no evidence of bid shopping or bid peddling on the part of Myers.

Finally, we note Specification Section 16010-5, 1.04D affords the City sole discretion to determine whether to reject a bid that does not strictly comply with the requirements of that section. The City has exercised that discretion in this case and determined there is no basis under Section 1.04 to reject the bid submitted by Myers.

The City intends to consider award of this contract at its meeting on March 19, 2019. City staff will recommend the City Council reject the bid protest submitted by TSC as meritless and award the contract to Myers, the lowest responsible bidder submitting a responsive bid.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Fong".

Chris Fong, P.E.
Senior Associate Civil Engineer

cc: Brent Meyer, City Engineer



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: March 19, 2019

ITEM #: I.13.

SUBJECT: SUBJECT: Amend the FY 19/20 Capital Budget to appropriate funds to the 2020 Road Rehabilitation Project, CIP 19-05

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, amending the FY 19/20 Capital Budget to appropriate Road Maintenance and Rehabilitation Account funds to the 2020 Road Rehabilitation Project, CIP 19-05.

Staff Contact:

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

Fiscal Impact:

In fiscal year 19/20, the City will receive an estimated \$1,000,000 from the Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017. The estimated total project budget is \$4.5M with the design phase estimated as \$400,000.

Total RMRA funding previously appropriated to the 2020 Road Rehabilitation Project, CIP #19-05 equals \$1,315,000. Staff will return annually (prior to May 1 each year) to establish the City's priority for receipt of RMRA funding.

There is no impact to the General Fund.

Background:

In April 2017, Senate Bill 1 (SB1) was passed by the Legislature and signed into law by Governor Jerry Brown to address the significant funding shortfall for road maintenance and repair in the state. The bill includes funding for State transportation infrastructure, public transportation and cities and counties. The bill includes annual accountability provisions for cities and counties that ensure the community has access to information on projects proposed for SB1 funding and requirements to report on actual funding expenditures. Beginning in November 2017, the State Controller began depositing SB1 funding into the RMRA, a portion of which is distributed by formula directly to cities and counties.

For the City of Woodland to continue receiving its allocation, the City must annually amend each fiscal year's budget to include SB1 funded projects and appropriate RMRA funding. Additionally, Staff submits project details and budget documentation to the CTC by May 1 each year for verification of compliance with SB1 requirements. The process of including projects in the Capital Budget and reporting to the CTC is an annual requirement of SB1 funding.

Discussion:

The SB1 funded 2020 Road Rehabilitation Project is defined as the rehabilitation of Matmor Road from Main Street to Gibson Road and Gum Avenue from East Street to Matmor Road. The project will rehabilitate the existing asphalt roadway, repair damaged curb, gutter and sidewalk as needed and improve ADA access at intersections within the corridors. The project will widen and improve delineation of the existing bike lanes to encourage bicycle transportation to nearby shopping centers and elementary schools within the project area.

The Matmor Road and Gum Avenue corridors were identified as the 2020 Road Rehabilitation project because these segments are known to be failing and are identified in the City's pavement management system with pavement condition indexes (PCI) at or below 55.

The annual submittal of project details to the CTC does not preclude the City from amending the funded projects to align with City needs and priorities as long as all projects are consistent with RMRA priorities and are eligible road maintenance and rehabilitation projects.

SB1 funding has a requirement that funded projects be identified in the City's Capital Improvement Budget. However, the City is only required to identify one year at a time. Thus, the current Council action for budget amendment and appropriation only addresses the next fiscal year. Future year's project funding shown in the project budget is for informational purposes and will be appropriated annually as the SB1 funding is received.

The City was estimated to receive \$325,000 for FY18 and the actual revenue received was \$349,323. The estimated revenue for FY19 was \$990,000 and for FY20 is \$1,000,000. The actual revenue will be reported by staff with the next annual appropriation. The projected revenue to the City of Woodland for the first ten years of SB1 is just over \$16 million.

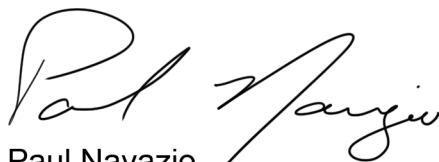
Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, amending the FY 19/20 Capital Budget to appropriate Road Maintenance and Rehabilitation Account funds to the 2020 Road Rehabilitation Project, CIP 19-05.

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
2. CIP Project Sheet 19-05

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
AMEND THE FY 19/20 CAPITAL BUDGET TO APPROPRIATE ROAD
MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) FUNDING TO THE
2020 ROAD REHABILITATION PROJECT, CIP 19-05**

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 was signed into law by the Governor in April 2017 to address the statewide transportation funding shortfall; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure residents are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include in the Capital Budget all projects proposed for RMRA funding including a complete project description, estimated schedule and useful life; and

WHEREAS, the City will receive an estimated \$1,000,000 in RMRA funding in Fiscal Year 2019/20 from SB1; and

WHEREAS, the 2020 Road Rehabilitation project will rehabilitate Matmor Road and Gum Avenue which are identified as needs in the City's Pavement Management Program; and

WHEREAS, the City has a desire to continue accruing RMRA funds towards the cost of design and construction of the 2020 Road Rehabilitation Project, CIP 19-05, utilizing the projected RMRA revenue.

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

Section 1. The City Council hereby approves the amendment to the FY 19/20 Capital Budget to appropriate Road Maintenance and Rehabilitation Account funding to fund the 2020 Road Rehabilitation Project, CIP 19-05, in the estimated amount of \$1,000,000, to be adjusted to equal the actual revenue.

PASSED AND ADOPTED this 19th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

CITY OF WOODLAND
CAPITAL IMPROVEMENT PROJECT INFORMATION SHEET

Project Name: 2020 Road Rehabilitation

Project Proponent: Katie Wurzel

Project #: 19-05

Project Manager: TBD

MPFP:

Funding Source(s): Fund 361 - RMRA

User Department: Public Works

Project Costs				
	Fund 361 - RMRA			
Prior Year Allocation	\$0	\$0	\$0	\$0
Fiscal Year				
2017-18	\$325,000	\$0	\$0	\$0
2018-19	\$990,000	\$0	\$0	\$0
2019-20	\$1,020,000	\$0	\$0	\$0
2020-21	\$1,050,000	\$0	\$0	\$0
2021-22	\$1,115,000	\$0	\$0	\$0
Subtotal	<u>\$4,500,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL	<u>\$4,500,000</u>			
Cost Estimate	Pre-Design/Environmental/Studies:	<u>\$100,000</u>		
By Category:	Design Costs:	<u>\$400,000</u>		
	Construction Costs:	<u>\$4,000,000</u>		
	Land Acquisition:	<u>\$0</u>		

ABOUT THE PROJECT:

Project Description: Project will rehabilitate Matmor Road from E. Main Street to Gibson Road and Gum Avenue from East Street to Matmor Road. Improvements include rehabilitation of the existing asphalt roadway, repair of damaged curb, gutter and sidewalk as needed and improvements to ADA access at intersections within the corridors. The project will widen and improve delineation of the existing bike lanes to encourage bicycle transportation to nearby shopping centers and elementary schools within the project area. The estimated useful life of the project is 15-20 years.

Justification Matmor Road and Gum Avenue are known to be failing and are identified in the City's Pavement Management System as having PCI less than or equal to 55. The roadways are both corridors that carry significant local and regional vehicular traffic as well as local bicycle traffic accessing adjacent neighborhoods, shopping centers, schools, parks and the Yolo County Fairgrounds.

Pertinent Issue: The project will repair existing failing roadways within the City. Work will be coordinated with major utility repair work to maximize cost efficiencies for the road and utility programs. Revenue projections for RMRA are as follows: FY18: \$340,000, FY19: \$989,986, FY 20: \$1,019,686, FY21: \$1,050,276, and FY22: \$1,081,784. This project will likely begin construction in FY21 and conclude in FY22. This allows adequate revenue to build project in its entirety.



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: March 19, 2019

ITEM #: I.14.

SUBJECT: Increase Budget Appropriation for Homeless-Related Activities and Amendments to 1) Memorandum of Understanding for the Operation of the Temporary Emergency Shelter, and 2) Joan Planell Professional Services Agreement for Homeless Consultation Services

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, 1) approving additional appropriations of \$71,250 to the General Fund for homeless-related activities; and 2) authorize the City Manager to execute Amendment #1 to the Memorandum of Understanding (MOU) among the City of Woodland, County of Yolo, and Yolo Wayfarer Center in order to extend the operation of the Temporary Emergency Shelter through June 30, 2019; and 3) authorize the City Manager to execute Amendment #3 to the professional services agreement with Joan Planell for homeless consultation services.

Fiscal Impact:

The recommended action would provide additional appropriations within the FY18/19 budget in support of the City's efforts addressing homelessness. While an appropriation of \$71,250 is requested, the net impact is \$20,000 as Yolo County is providing funds in the amount of \$51,250 to assist with the costs of extending the operation of the Temporary Emergency Shelter through June 30, 2019. The extended period will run from January 20 – June 30 at an estimated cost of \$102,500 with the cost shared equally by the City and County. Funding of \$20,000 will be combined with current appropriated funds to cover the City's share of extending the shelter operation (therefore an additional appropriation in the amount of \$20,000 from the general fund is being requested to cover this effort). Current appropriated funds are available to cover the contract increase in the amount of \$13,400 increase for an amended professional services agreement with Joan Planell for homeless consultation services.

Background:

Since December 6, 2018, the Old County Jail has been used to provide temporary emergency shelter. Initially, the shelter was slated to accommodate 30 individuals for 45 days who had been displaced from the encampment in the adjacent parking lot with the possibility the operation may be extended beyond the 45-day period. Use of the shelter has been paired with supportive services including mandatory case management. This includes vulnerability screenings (for tracking and prioritizing individuals through the local homeless management information system), health screenings, signing up individuals for mainstream benefits (identification cards, Supplemental Security Income, Medi-Cal, CalFresh, Veterans benefits, etc.), connecting individuals to mental health services, providing case management, ASAM (American Society of Addiction Medicine) screenings for Substance Use Treatment (as of July 1, 2018, Drug Medi-Cal is available for all Medi-Cal recipients seeking treatment), and getting individuals into housing whenever possible. While occupancy of the shelter for the 30 project participants has varied and the available beds have been backfilled by other individuals on occasion, all of the project participants continue to be connected to services. Overall, an average of 14 participants have resided daily in the shelter. Currently, two persons have been housed and additional two individuals will be housed by the end of March. The City and County have agreed that it is in the best interest of the agencies and homeless individuals to continue the operation of the Temporary Emergency Shelter.

Joan Planell has been providing homeless consultation services for the City since January 2018. Most recently she was instrumental in the efforts to submit the No Place Like Home application for permanent supportive housing.

Discussion:

The County has prepared Amendment #1 to the MOU among the City, County, and Yolo Wayfarer Center for extending the operation of the Temporary Emergency Shelter through June 30, 2019.

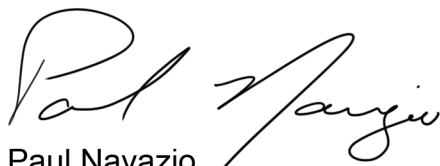
Although Planell has completed her contracted services for the City, additional assistance to support the City's homeless efforts are needed. Planell is leading efforts to engage private foundations as well as obtain funds through the Federal Home Loan Bank Board's Affordable Housing Program in support of the No Place Like Home application submitted to the State in January for permanent supportive housing. City staff will prepare Amendment #3 to the professional services agreement with Joan Planell for homeless consultation services to increase the compensation by \$13,400 (from \$69,500 to \$82,900).

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, 1) approving additional appropriations of \$71,250 to the General Fund for homeless-related activities; and 2) authorize the City Manager to execute Amendment #1 to the Memorandum of Understanding (MOU) among the City of Woodland, County of Yolo, and Yolo Wayfarer Center in order to extend the operation of the Temporary Emergency Shelter through June 30, 2019; and 3) authorize the City Manager to execute Amendment #3 to the professional services agreement with Joan Planell for homeless consultation services.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
Community Services Director



Paul Navazio
City Manager

Attachments:

1. Reso Homeless Budget
2. Temporary Shelter MOU Amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING ADDITIONAL APPROPRIATIONS OF \$71,250 IN HOMELESS FUNDS
AND AMENDING MEMORANDUM OF UNDERSTANDING AND PROFESSIONAL
SERVICES AGREEMENT FOR HOMELESS-RELATED SERVICES**

WHEREAS, the City of Woodland is collaborating with Yolo County and other project partners to support a Temporary Emergency Shelter and permanent supportive housing through a No Place Like Home (NPLH) loan application; and

WHEREAS, Yolo County has provided the City with an amended memorandum of understanding to extend the operation of the temporary emergency shelter through June 30, 2019 while equally sharing in the costs of the extended period (January 20 – June 30, 2019); and

WHEREAS, Yolo County will provide \$51,250 in funds to support extending the operation of the Temporary Emergency Shelter; and

WHEREAS, the City desires to extend consultation services with Joan Planell for homeless consultation services to continue efforts to engage private foundations in support of the NPLH application; and

WHEREAS, the City's existing homeless budget does not include appropriations to cover the entire City portion of the Temporary Emergency Shelter.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council does hereby:

- (1) Approve and amend the FY 19 budget to add an additional \$71,250 in homeless funds (Fund 101) for operation of the temporary emergency shelter through June 30, 2019 (\$51,250 from Yolo County and \$20,000 from the general fund);
- (2) Authorize the City Manager to execute Amendment #1 to the Memorandum of Understanding among the City of Woodland, County of Yolo, and Yolo Wayfarer Center to extend the operation of the Temporary Emergency Shelter through June 30, 2019. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Amendment does not change; and
- (3) Authorize the City Manager to execute Amendment #3 for professional services agreement for homeless consultation services with Joan Planell to increase the agreement's budget by \$13,400 (from \$69,500 to \$82,900).

PASSED AND ADOPTED by the City Council this 19th day of March, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Amendment # 1 to Memorandum of Understanding (MOU)
Among the City of Woodland, County of Yolo, and Yolo Wayfarer Center dba Fourth and Hope
For Temporary Emergency Shelter

This First Amendment to the above-referenced MOU is made this ____ day of ____, 2019 by and between the City of Woodland, a municipal corporation of the State of California (“City”), the County of Yolo, a political subdivision of the State of California (“County”), and the Yolo Wayfarer Center dba Fourth and Hope, a California not for profit corporation (“Fourth and Hope”), who agree as follows:

1. To extend the term of the MOU through June 30, 2019; and
2. Add associated funding in the amount of \$102,493 for a new maximum amount of \$130,963.

1. Section 2 of MOU is hereby amended to read as follows:

2. **Term.** The term of this MOU shall begin on **December 6, 2018 and terminate on June 30, 2019**, unless extended in writing by all parties. Nothing in this MOU shall prevent the parties from further collaborating to address the needs of the City’s or County’s unsheltered homeless population.

2. Section 7 of MOU is hereby amended to read as follows:

7. **Compensation.** The total compensation payable by City and County pursuant to this MOU shall not exceed **One Hundred Thirty Thousand Nine Hundred Sixty Three Dollars (\$130,963)**, half by County and half by City, without prior written approval of the City’s City Manager and the County’s County Administrator and an amendment to this MOU, as set forth in the table below:

	Fourth & Hope Staffing	Supplies	Hand-washing/ portable restrooms	
CITY	\$50,485	\$11,746.50	\$3,750	\$65,981.50
COUNTY	\$50,485	\$10,746.50	\$3,750	\$64,981.50
TOTAL	\$100,970	\$22,493	\$7,500	\$130,963.00

3. Section 7(A) of the MOU is hereby amended to read as follows:

A. Included Costs. The costs set forth in the table above include the following:

- (1) supplies for use in operating and/or equipping the emergency shelter, in an amount of approximately \$22,493;
- (2) staffing to operate the shelter, specifically including overnight monitors, at a cost of approximately \$100,970; and
- (3) rental of the hand-washing station and two portable restrooms in the amount of \$7,500.

3. Except as specifically amended by this First Amendment, the MOU shall remain in full and effect according to its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first written above by affixing their signatures hereafter.

CITY OF WOODLAND:

By _____
Paul Navazio, City Manager

Date: _____

COUNTY OF YOLO:

By _____
Patrick Blacklock, County Administrator

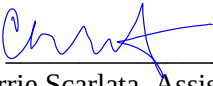
Date: _____

FOURTH AND HOPE:

By _____
Doug Zeck, Fourth & Hope CEO

Date: _____

Approved as to Form:
Philip J. Pogledich, County Counsel

By  _____
Carrie Scarlata, Assistant County Counsel



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: I.15.
SUBJECT: Adopt Urban Forest Master Plan

Recommendation for Action: Staff recommends that the City Council adopt the Urban Forest Master Plan

Fiscal Impact:

There is no direct impact with the action requested from the Council as part of this agenda item. However, implementation of the goals identified in the Urban Forest Master Plan could result in a significant fiscal impact to the extent that recommendations require resources that exceed the level of funding currently provided for in the budget for urban forest management. As noted in the Master Plan, implementation of the goals are dependent upon available resources/funding. The approval of the document does not commit the City to expending financial resources.

Background:

In July 2017, the City initiated a three year grant project with funding from the Urban and Community Forestry California Climate Investment Grant Projects, through CalFire, to plant 1,200 trees and prepare an Urban Forest Master Plan. The preparation of the Urban Forest Master Plan and public involvement associated with it are consistent with General Plan Policy 7.B.10 to create an Urban Forest Master Plan and Urban Forest and Open Space Objective 1 "Increase Community Tree Canopy" of the 2035 Climate Action Plan to develop an Urban Forest Master Plan.

As part of the grant, in August 2017, the City Council authorized an agreement with Davey Resource Group to prepare an Urban Forest Master Plan. To develop the Master Plan, Davey Resource Group met with stakeholders, held a public meeting, and analyzed the City's existing urban forest.

On November 26, 2018, The Parks & Recreation Commission received a presentation on the draft Urban Forest Master Plan. The Commission provided feedback on the plan related to fire risks as well as implementation of solar projects relative to tree maintenance, removals, and/or plantings. On December 18, 2018, the City Council received a presentation on the draft Urban Forest Master Plan. The City Council did not have any feedback on the draft plan. The draft plan has been revised to address fire risk concerns as well as concerns related to solar projects.

At the December 18, 2018 City Council meeting, council also received information on proposed changes to the City's tree ordinance related to regulating trees on private property (residential and commercial) and modifying regulations related to development projects. A citizen group is advocating that the City revise it's tree ordinance to protect all trees, especially oaks, with a diameter at breast height of 12 inches or greater that are located on residential properties. Staff is also recommending changes to the ordinance related to development projects and will explore changes to the ordinance related to trees on commercial properties. Council directed staff to evaluate options for protecting trees located on residential property, a voluntary program and a mandated program. While staff continues to explore protections of trees on residential property, staff is continuing to identify changes to the ordinance for protecting trees impacted by development projects and for trees located on commercial properties. Changes to the ordinance related to development projects will be brought back to

council prior to and separate from the proposed program to protect trees located on private/residential property and commercial properties. In regards to trees located on residential properties, a citizen group is convening a study group to explore changes to the ordinance. The study group participants would include those that could be affected by a revised ordinance, an arborist, and a representative that works for a local government that has similar requirements. While this study group is a separate effort from those that staff would take to obtain public input on a revised ordinance, staff will attend the study group meetings to be kept apprised of the public's opinions on this issue. The study group meetings will be held in the Spring. At the conclusion of the study group meetings, staff will meet with the citizen group to discuss next steps with possible revisions to the ordinance and/or a voluntary program to protect trees on residential properties.

Discussion:

The Parks & Recreation Commission approved the Urban Forest Master Plan at the February 25, 2019 commission meeting.

The Master Plan has identified that of the City's over 14,000 publicly-owned trees, more than 170 unique species are represented in the City. Additionally, the plan notes that Woodland's urban forest covers about 1,394 acres and provides an average 15% canopy cover across the community. Since 2009, the City's tree canopy increased from 6.9% to 14.5%.

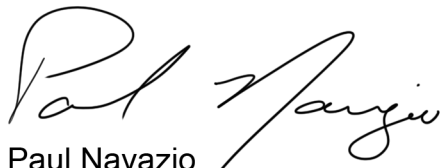
In addition to background information, the report identifies measureable goals and specific actions to guide the City's urban forest planning for the next 20 years (achievement of the goals will be dependent on funding availability). The goals and actions in the Master Plan are organized in four areas: Tree Canopy, Community Tree Resource, Urban Forestry Programming, and Partners. The plan includes 14 goals, 5 existing policies, and comprehensive actions.

Goals included in the Master Plan are as follows:

- 1) Preserve and enhance canopy cover
- 2) Plant trees
- 3) Periodically review Tree Ordinance and Engineering Standards
- 4) Maintain public tree inventory data
- 5) Maintain public trees on a 7-year cycle
- 6) Manage the public tree inventory for species diversity
- 7) Periodically calculate/review ecosystem benefits
- 8) Optimize urban forestry programming
- 9) Ensure planning documents reference the Urban Forest Master Plan
- 10) Annually review Urban Forest Master Plan
- 11) Develop sustainable Urban Forestry Funding
- 12) Conduct community outreach and engagement
- 13) Collaborate with partners
- 14) Prepare "State of the Urban Forest Report"

Conclusion:

Staff recommends that the City Council adopt the Urban Forest Master Plan.



Paul Navazio
City Manager

Attachments:

1. UFMP Final WoodlandCA_20190227-compressed

CITY OF WOODLAND

URBAN FOREST MASTER PLAN

2019



"THE CREATION OF A THOUSAND FORESTS IS IN ONE ACORN."
- RALPH WALDO EMERSON



CITY OF WOODLAND

URBAN FOREST MASTER PLAN

2019

Prepared For:

City of Woodland
300 First Street
Woodland, CA 95695
Phone: 530-661-5800
www.cityofwoodland.org

Prepared By:

Davey Resource Group, Inc.
6005 Capistrano Ave. Suite A
Atascadero, California 93422
Phone: 805-461-7500
www.davey.com/drg

ACKNOWLEDGMENTS

Woodland City Council

Xochitl Rodriguez, Mayor
Rich Lansburgh, Mayor Pro Tempore
Angel Barajas, Council Member
Enrique Fernandez, Council Member
Tom Stallard, Council Member

Parks and Recreation Commission

Rashid Ali
Andrew Foraker
Jon-Paul Valcarenghi
Carla White-Snyder

City Staff and Departments

Christine Engel, Community Services Director
Westley Schroeder, Parks Superintendent
Rebecca Ramirez, City Fire Chief
Administrative Services
Community Services
Community Development
Parks and Urban Forestry
Public Works
Environmental Services



YCPARMIA

PG&E

Woodland Tree Foundation

Davey Resource Group, Inc.

Special Thanks to Community Participants

**This project was made possible in part
through funding from CAL FIRE**

Photo Credits

Davey Resource Group, Inc.
David Wilkinson
Westley Schroeder
City of Woodland



SCOPE AND PURPOSE

The purpose of the Woodland Urban Forest Master Plan (UFMP) is to provide a framework for the long-term care, preservation, and expansion of the community's public trees. The UFMP recognizes the significance of environmental and socioeconomic benefits from urban trees and their relationship with community values and expectations for a high quality of life. It is intended to support and guide urban forest programming over the next 20 years. Specifically, the UFMP aims to:

- Provide direction for the management of the community tree resource to maximize resilience, benefits, and health
- Explore opportunities and solutions for sustainable funding and tree maintenance activities
- Engage the community to increase awareness and appreciation for trees and canopy
- Promote a shared vision and goal for canopy cover across the community

The UFMP identifies goals and actions for the long and short-term support of these purposes. It identifies appropriate resources to adequately manage community trees. It is intended to remain flexible and dynamic, allowing for the exploration and implementation of the actions as funding and resources permit. The development of the UFMP included a comprehensive review of existing policies and regulations, current funding and maintenance levels, analysis of the extent, condition, and composition of the existing resources (i.e., trees), stakeholder concerns, and community input.

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EXECUTIVE SUMMARY

Woodland has a long-standing appreciation for trees and a reputation for proactive stewardship of its natural resources. Also known as the "City of Trees", Woodland was named for its beginning in a grove of oak trees. A number of heritage oaks dating back to the 1800's are still standing and contributing to the urban forest.

An urban forest is the collection of trees, public and private, that grow within a city or town. A resilient urban forest supports the resilience of the community. Woodland's community urban forest includes more than 14,000 publicly-managed trees on streets, in parks, and at City facilities. The Urban Forest Master Plan (UFMP) provides long-term goals for promoting the health and resilience of this vital community resource.

The structure of the UFMP is based on the understanding of what we have, what we want, how we get there, and how we are doing. This structure, referred to as adaptive management, is commonly used for resource planning and management (Miller, R.W.) and provides a good conceptual framework for urban forest programming.

"AS STEWARDS OF COMMUNITY TREES, WOODLAND'S URBAN FOREST MANAGERS RECOGNIZE THE IMPORTANCE OF MAXIMIZING THE VALUE OF AVAILABLE RESOURCES THROUGH EFFICIENT OPERATIONS AND PROACTIVE PROGRAMMING TO PROVIDE THE GREATEST RETURN ON THE COMMUNITY'S INVESTMENT."
– CITY OF WOODLAND URBAN FOREST MASTER PLAN, 2019



WHAT DO WE HAVE?

The planning process for the UFMP included a comprehensive review and assessment of:

- Land cover across the community (Map 1), including tree canopy, impervious surface, grass/low-lying vegetation, bare soils, and open water
- The community tree resource (public tree inventory), including composition and structure, benefits, and the benefit versus investment ratio
- Forestry operations, including funding and current service levels
- Guiding documents, including the General Plan 2035, the Climate Action Plan (2035 CAP), City Ordinance, state law, and other regulatory and policy documents.
- Vision and guidance provided by partners and stakeholders

The review process established that Woodland has built a firm foundation for an exceptional urban forestry program. The community places a strong emphasis on preserving natural resources. An assessment of 2017 land cover revealed that the average canopy cover (public and private) across Woodland

WHAT DO WE WANT?

is 14.5%. This resource has sequestered (i.e., stored) more than 148,000 tons of carbon and annually provides \$568,075 in benefits to air quality and stormwater runoff reduction.

A previous canopy assessment in 2009, established an initial benchmark of 6.9% average tree canopy. Since that time, Woodland's tree canopy has increased from 667 acres, in 2009, to 1,394 acres as of 2017. That's more than a 100% increase! This amazing growth is attributable to established trees that have continued to mature as well as ongoing tree planting in vacant sites and in new developments.

Analysis of the community tree resource (public trees) found 14,166 trees currently in the inventory. Since the previous analysis in 2010, the inventory has increased by 1,026 trees (7.8%). Each year, public trees are providing nearly \$1.7 million in environmental and socioeconomic benefits. To replace the community tree resource with trees of the same size, species, and condition would cost nearly \$30.5 million.

Woodland's forestry crew strives to maintain community trees on a 7-year pruning schedule, dependent upon available resources. Most tree work is funded by the General Fund, with the exception of neighborhoods that are covered by a Landscape and Lighting District that provides funding for additional services.

Each year, proactive planting programs replace over-mature trees that require removal and add new trees where space allows. In addition to the forestry crew, Woodland benefits from the support of the Woodland Tree Foundation. Since their formation in 2000, the Foundation has planted nearly 5,000 trees on public and private property. The Woodland Tree Foundation was also instrumental in securing grant funding from CAL FIRE to support the development of the UFMP.

Besides forestry staff, there are multiple stakeholders, internal and external, who play a role in the planning, design, care, and advocacy of the urban forest. The development of the UFMP included engagement and collaboration with City leadership and staff, utility providers, the Woodland Tree Foundation, and members of the public who participated in a community meeting and online survey. In addition to input received from partners and stakeholders, multiple guiding documents including the General Plan 2035 and 2035 CAP provided vision for the UFMP.

Woodland's Urban Forest Benchmarks	
Urban Tree Canopy (Public and Private)	
Acres	1,394
Average Canopy Cover	14.5%
Carbon Stored (tons)	148,194
Total Annual Benefits:	\$568,075
Community Tree Resource (Public Trees)	
Number of Trees	14,166
Number of Species	170
Prevalence of Top Ten Species	52.1%
Species Exceeding Recommended 10%	2
Stocking Level	99.4%
Replacement Value	\$30,446,427
Carbon Stored (tons)	9,011
Total Annual Benefits:	\$1,656,735
Annual per Tree Benefit	\$116.95

Objectives identified in the 2035 CAP include increasing canopy cover to 25% by 2035. The Plan further recommends that the UFMP adopt a no-net-loss policy for the community tree resource and identify sustainable funding for forestry operations. In addition to this high-level direction, partners and stakeholders identified the following challenges and opportunities for the urban forest:

- Increase resilience in the urban forest to mitigate fluctuations in weather and changes in climate
- Maintain a recommended palette of tree species appropriate for a variety of different spaces and landscapes
- Maintain the community tree resource through best management practices to promote the health, safety, and longevity of public trees
- Promote efficiency and effectiveness in urban forestry programming
- Preservation of large, mature trees, particularly heritage oaks
- Maximize the benefits from trees and preserve the quality of life for residents and visitors
- Engage with the community and partners to increase awareness, appreciation, and knowledge of trees, tree maintenance, and canopy

As a result, the UFMP identifies four key areas of focus:

- Tree Canopy
- Community Tree Resource
- Urban Forestry Programming
- Partners

How Do We Get There?

To address the four areas of focus, the UFMP identifies 15 goals for promoting tree canopy, enhancing the value and benefits of the community tree resource, optimizing urban forestry programming, and engaging and collaborating with partners. Each of these goals is supported by comprehensive actions and sub-actions. It takes a community to steward an urban forest and the UFMP includes specific actions for increasing outreach and education. Additionally, there are five existing policies that provide direction and identify actions effecting urban forestry operations.

Existing Policies include:

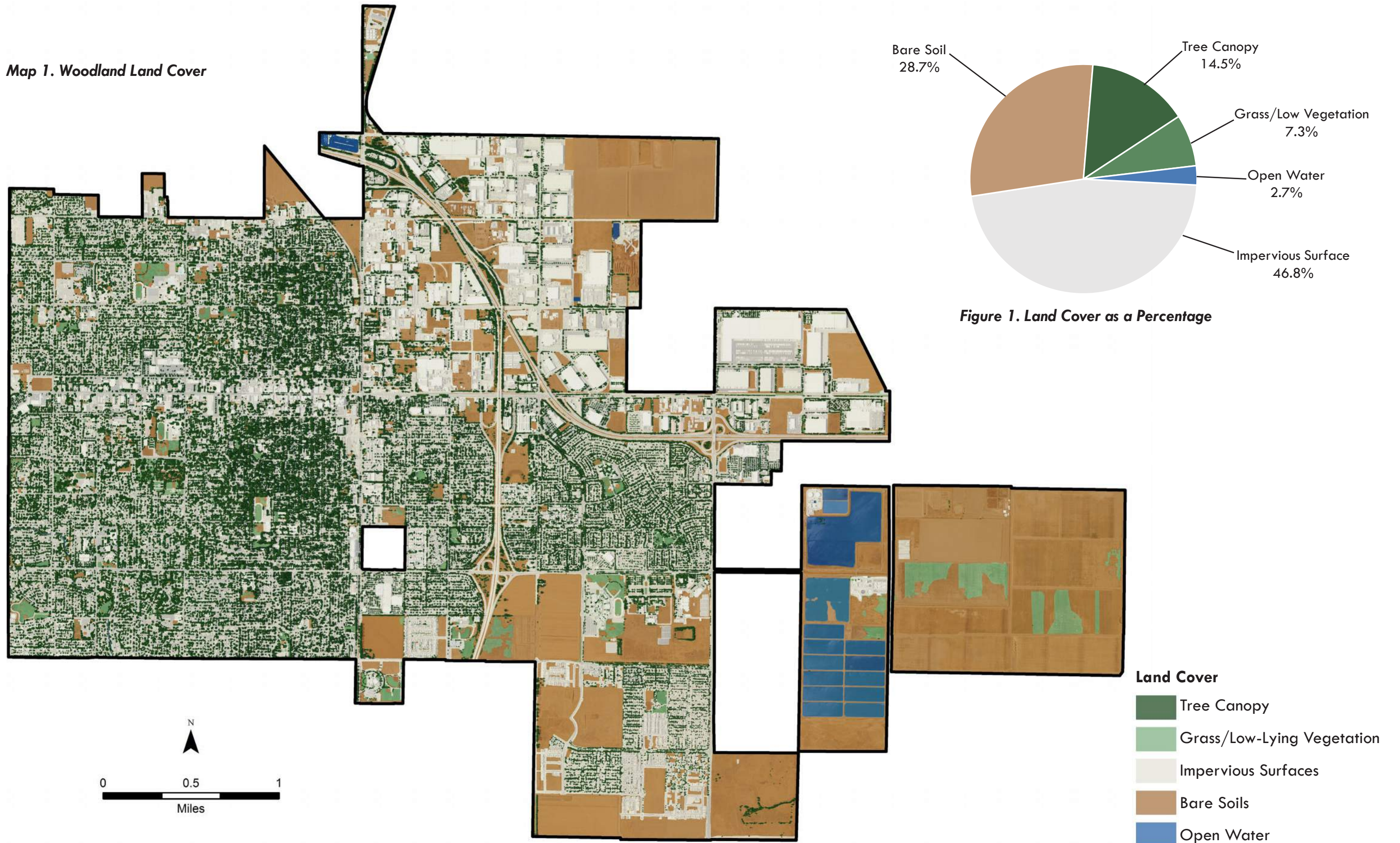
- 1. 2035 Climate Action Plan (2035 CAP)
- 2. California Model Water Efficient Landscape Ordinance (MWELO)
- 3. City Ordinances and Standards
- 4. Approved Tree List
- 5. Best Management Practices

How Are We Doing?

The long-term success of the UFMP will be measured through the realization of plan goals and demonstrated through increased value and environmental services from the urban forest. The Plan identifies methods of measurement, priorities, potential partners, and estimated costs. The UFMP is intended to be a dynamic tool that can and should be updated in response to available resources and opportunities. One of the greatest measures of success for the UFMP will be its level of success in meeting community expectations for the care and preservation of Woodland's urban forest.

Focus	Tree Canopy	Community Tree Resource	Urban Forestry Programming	Partners
Policy	• 2035 Climate Action Plan • California Model Water Efficient Landscape Ordinance (MWELO) • Ordinances and Standards	• Approved Tree List (public trees)	• Best Management Practices	
Goals	• Preserve and enhance canopy cover • Plant trees • Periodically review Tree Ordinance and Engineering Standards	• Maintain public tree inventory data • Maintain public trees on a 7-year cycle • Manage the public tree inventory for species diversity • Periodically calculate/review ecosystem benefits	• Optimized urban forestry programming • Ensure planning documents reference the Urban Forest Master Plan • Annually review the Urban Forest Master Plan and revise every 10 years • Sustainable Urban Forestry Funding	• Community outreach and engagement • Collaborate with Partners • State of the Urban Forest Report
Primary Actions	• Increase canopy cover to 25% by 2035 • Review and implement tree preservation requirements in city ordinance • Evaluate incentives for tree planting on residential and private property • Explore community support for heritage and significant tree protection on private property • Use GIS data to identify and prioritize planting sites • Conduct urban tree canopy assessment every 10-years • Review design and construction standards to trees and planting sites	• Maintain Approved Tree List • Develop an annual work plan • Maintain all public trees on a 7-year pruning and maintenance cycle (dependent upon funding/resources) • Standardize and create a policy guide for tree inspection protocol • Complete a resource analysis every 10-years • Review Approved Tree List at minimum every 5-years • Review changes to benefits, composition, and benefit versus investment ratio	• Continue to follow best management practices • Develop a Policy and Procedures Manual for urban forestry • Develop a Risk Management Plan and policy for urban forestry operations • Define quality assurance protocols for urban forestry operations • Explore community support for a Park District overlay that would provide dedicated funding to parks and urban forestry • Identify opportunities for additional sources of revenue • Qualify and apply for TCIA Accreditation	• Engage the community in the analysis, alternatives, and recommendations for further urban forestry related planning processes and potential code changes • Continue to collaborate with City departments, nonprofits, and neighborhood groups • Continue to promote outreach materials that communicate information about trees and the urban forest • Maintain Tree City USA status • Explore partnerships that can identify and support opportunities for grants and financial assistance for low-income residents • Continue to develop the urban forest web page

Map 1. Woodland Land Cover





INTRODUCTION

COMMUNITY

Woodland is located in the Central Valley of California. The Yolo Bypass and the Sacramento River are to the east of Woodland and the Capay Valley and Coast Mountain Range are to the west. Woodland enjoys a Mediterranean climate, 69-feet above sea level. With an average of 269-days of sunshine a year, residents enjoy ample opportunity for outdoor activities (Sperling’s, 2018). The average annual precipitation is 21.4-inches. Most precipitation occurs during the rainy season from October through April. January has the lowest average temperature of 38°F. Typical hot and dry summers provide average high temperatures of 96°F in July (Western Regional Climate Center, 2016).

Changes in climate and weather patterns will continue to impact the species of trees that can successfully establish and thrive in Woodland. Climate change alters precipitation seasons and patterns, fire occurrence and severity, and regional temperature norms. These changes blur the lines of established plant hardiness zones and the species that can be grown in a given region. Around the world, foresters are reviewing plant material lists in a proactive effort to ensure that urban

tree planting efforts result in increased resiliency and species diversity in anticipation of climate shifts and escalations in disease and invasive pests.

Woodland has a strong appreciation for its natural resources and civic pride in the relationship between people and the land. The community is mostly surrounded mainly by farms and agricultural land. Woodland combines historic, small-town charm with plentiful outdoor amenities. Historically, the economy has largely been based on agriculture. Due to the fertility of the Central Valley, Yolo County remains one of the largest crop producers in the state to this day.

Woodland enjoys a small-town population of 60,426 (California Department of Finance, 2018). The 2010 population density for Woodland was 3,624.7 people per square mile. Woodland is a diverse community with a rich racial makeup; 34,904 (62.9%) White, 855 (1.5%) African American, 726 (1.3%) Native American, 3,458 (6.2%) Asian, 169 (0.3%) Pacific Islander, 12,488 (22.5%) from other races. Respondents who identified as Hispanic or Latino of any race were 26,289 persons (47.4%)

HISTORY

Woodland began to boom with the arrival of the railroad in 1869. Shortly thereafter, in 1871, the town was formally incorporated. Regular train and telegraph service connected residents to the outside world, and they soon enjoyed a full range of City services, including gas, water electricity and telephones, streetlights, and graveled streets. Main Street grew quickly and bustled with new stores, hotels restaurants, and banks.

By 1910, Woodland was the largest city in the county, with a population of 3,187. For the next 40-years, Woodland remained a remarkably stable community, growing slowly but steadily in population, businesses and industries. Its industrial plants were principally agricultural; three rice mills, a sugar beet refinery, and a tomato cannery were built during this period.

The post-war period meant explosive growth for California and for Woodland as well. Between 1950 and 1980, Woodland’s population tripled, and the town today is growing faster than ever. Industrial plants and distribution centers have grown up in the northeast, and there are new subdivisions and shopping centers around the town’s perimeter. Since the late 1960’s,

there has been a resurgence of interest in preserving the town's historic buildings, and an impressive number of them have been restored for use as homes, offices, stores and museums.

CITY OF WOODLAND MISSION

The City of Woodland is guided by principles that include quality of life, safety, community outreach, and effective planning. The adopted budget for the fiscal year 2018-2019 states that the mission of Woodland is:

"The City of Woodland will create and sustain community vitality by: Providing Quality Services, Programs and Facilities, Safeguarding Our Community, Promoting Community Involvement, and Planning for Our City's Future"

CITY OF WOODLAND VISION

The 2035 General Plan defines a vision for Woodland:

"In 2035, Woodland is a highly desirable community to live, learn, work, and recreate. It has maintained its small-town feel while maturing into an attractive, vibrant, and sustainable city that celebrates its architectural heritage and cultural diversity. Woodland is a healthy community with livable neighborhoods, a thriving downtown, well maintained infrastructure, excellent schools, recreational amenities, and a seamless network of trails and paths. The city is the region's center of agricultural technology and food production and is recognized globally as a leader in sustainable agriculture. The community is prosperous and fiscally sound, offering abundant employment opportunities to its diverse and creative workforce. Woodland has become a destination for visitors seeking to experience its unique agricultural, historical, recreational, cultural, and entertainment amenities."

GUIDING PRINCIPLES

The City of Woodland's guiding principles represent long-standing community values, vision, and commitment to quality of life issues. (2035 General Plan Update). Guiding principles that are directly supported by the Urban Forest Master Plan include:

- **Quality and Character:** Retain and enhance Woodland's quality of life, its distinctive identity and small-town characteristics.
- **Orderly Development:** Promote new growth while achieving an orderly pattern of community development, consistent with economic, social, fiscal and environmental needs.
- **Mobility Options:** Coordinate land use and transportation planning to provide a range of attractive and viable transportation options, such as bicycle, pedestrian, and transit.
- **Safety:** Ensure that Woodland remains a safe place to live, protected from natural and man-made hazards.
- **Environmental Stewardship:** Foster a sustainable community for the next generation and protect and improve the quality of the natural environment.
- **Health and Recreation:** Provide all residents with opportunities to live an active, healthy, and green lifestyle.

**"THE CARE OF THE EARTH IS OUR MOST ANCIENT AND MOST WORTHY, AND AFTER ALL, OUR MOST PLEASING RESPONSIBILITY."
- WENDELL BERRY**

TREE AND CANOPY BENEFITS

Trees in the urban forest work continuously to mitigate the effects of urbanization and development and protect and enhance lives within the community in many ways. Healthy trees are vigorous, producing more leaf surface and canopy cover area each year. The amount and distribution of leaf surface area are the driving force behind the urban forest’s ability to produce services for the community (Clark et al, 1997).

Services (i.e. benefits) include:

- Energy Savings
- Air Quality Improvements
- Carbon Dioxide Reductions
- Water Quality Improvements
- Aesthetics & Socioeconomics
- Health Benefits
- Wildlife

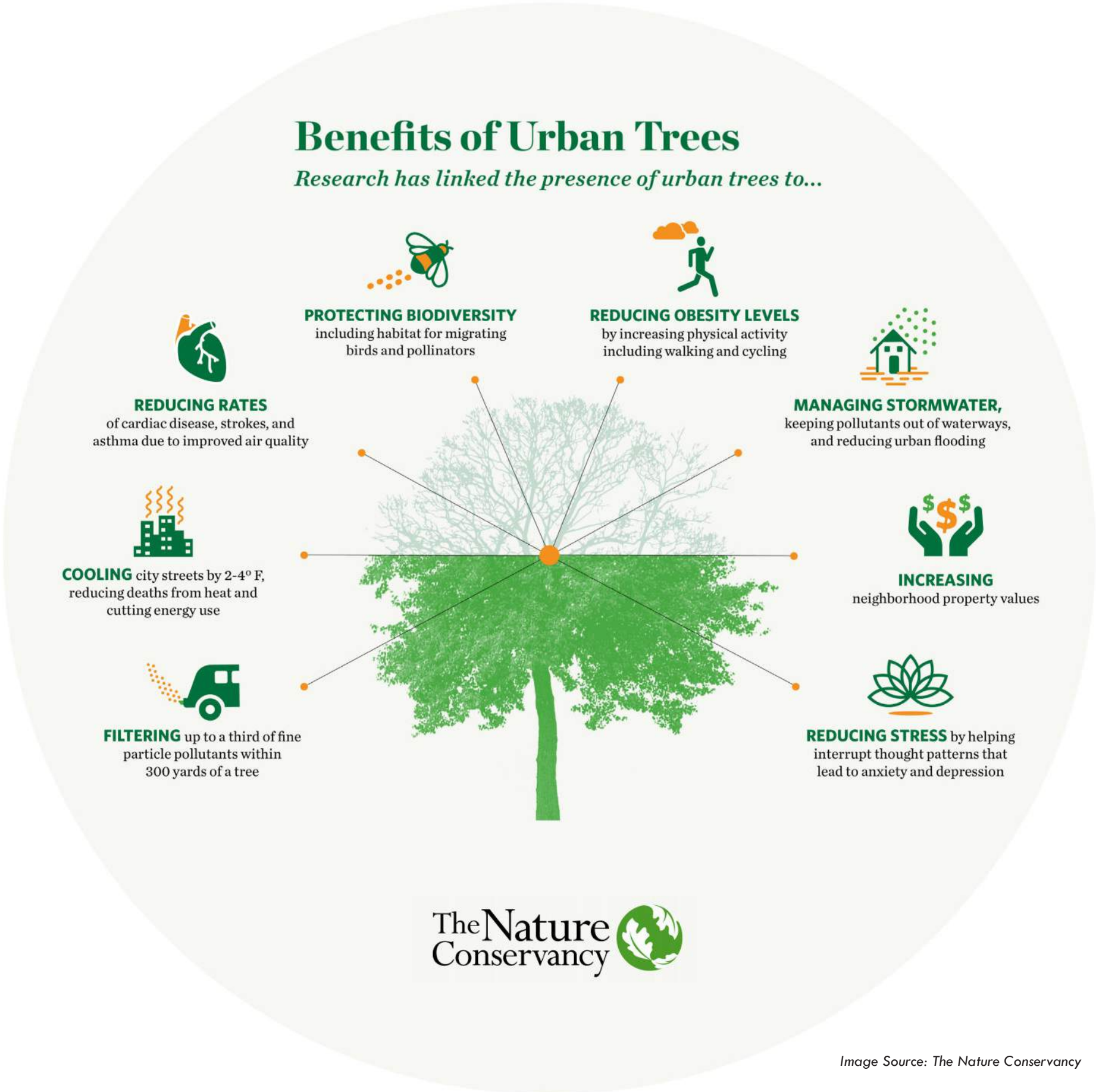


Image Source: The Nature Conservancy

ENERGY SAVINGS

Urban trees and forests modify climate and conserve energy in three principal ways:

- Producing shade for dwellings and hardscape reduces the energy needed to cool the building with air conditioning (Akbari et al., 1997)
- Tree canopies engage in evapotranspiration, which leads to the release of water vapor from tree canopies and cools the air (Lyle, 1996)
- Trees in dense arrangements may reduce mean wind speed and solar radiation below the top of the tree canopy by up to ~90% compared to open areas (Heisler and DeWalle, 1988)

An urban heat island is an urban area or metropolitan area that is significantly warmer than its surrounding rural areas due to human activities.

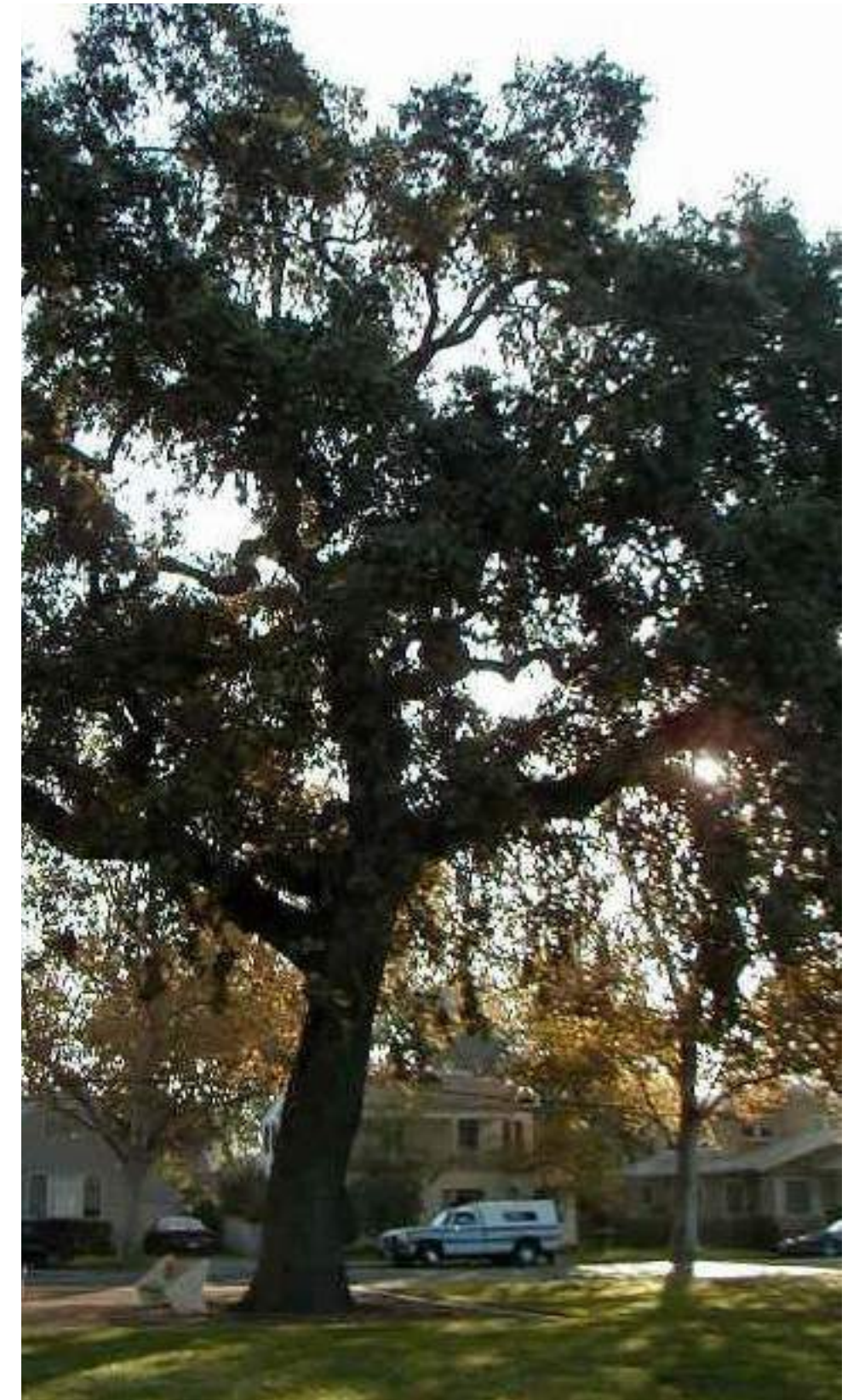
Trees reduce energy use in summer by cooling the surrounding areas and shading-built environments. Shade from trees reduces the amount of radiant energy absorbed and stored by hardscapes and other impervious surfaces, thereby reducing the heat island effect, a term that describes the increase in urban temperatures in relation to surrounding locations. Transpiration releases water vapor from tree canopies, which cools the surrounding area. Evapotranspiration, alone or in combination with shading, can help reduce peak summer temperatures by 2 to 9°F (1 to 5°C) (Huang et al., 1990). The energy-saving potential of trees and other landscape vegetation can mitigate urban heat islands directly by shading heat-absorbing surfaces, and indirectly through evapotranspirational cooling (McPherson, 1994). Studies on the heat island effect show that temperature differences of more than 9°F (5°C) have been observed between city centers without adequate canopy cover and more vegetated suburban areas (Akbari et al., 1997).

Trees also reduce energy use in winter by mitigating heat loss. Trees reduce wind speeds by up to 50% and influence the movement of warm air and pollutants along streets and out of urban canyons. Urban canyons are streets flanked by dense blocks of buildings, which can affect local conditions, including temperature, wind, and air quality.

By reducing air movement into buildings and against conductive surfaces (e.g., glass and metal siding), trees reduce conductive heat loss from buildings, translating into potential annual heating savings of 25% (Heisler, 1986).

Three trees properly placed around the home can save \$100-\$250 annually in energy costs. Shade from trees significantly mitigates the urban heat island effect - tree canopies provide surface temperature reductions on wall and roof surfaces of buildings ranging from 20-45°F and temperatures inside parked cars can be reduced by 45°F. Reducing energy use has the added bonus of reducing carbon dioxide (CO₂) emissions from fossil fuel power plants.

**A SINGLE 18 INCH DIAMETER VALLEY OAK ON
A RESIDENTIAL PROPERTY IN WOODLAND
ANNUALLY CONSERVES APPROXIMATELY 200
KILOWATT HOURS OF ELECTRICITY AND ONE
THERM OF NATURAL GAS.
– NATIONAL TREE BENEFIT CALCULATOR
(TREEBENEFITS.COM)**



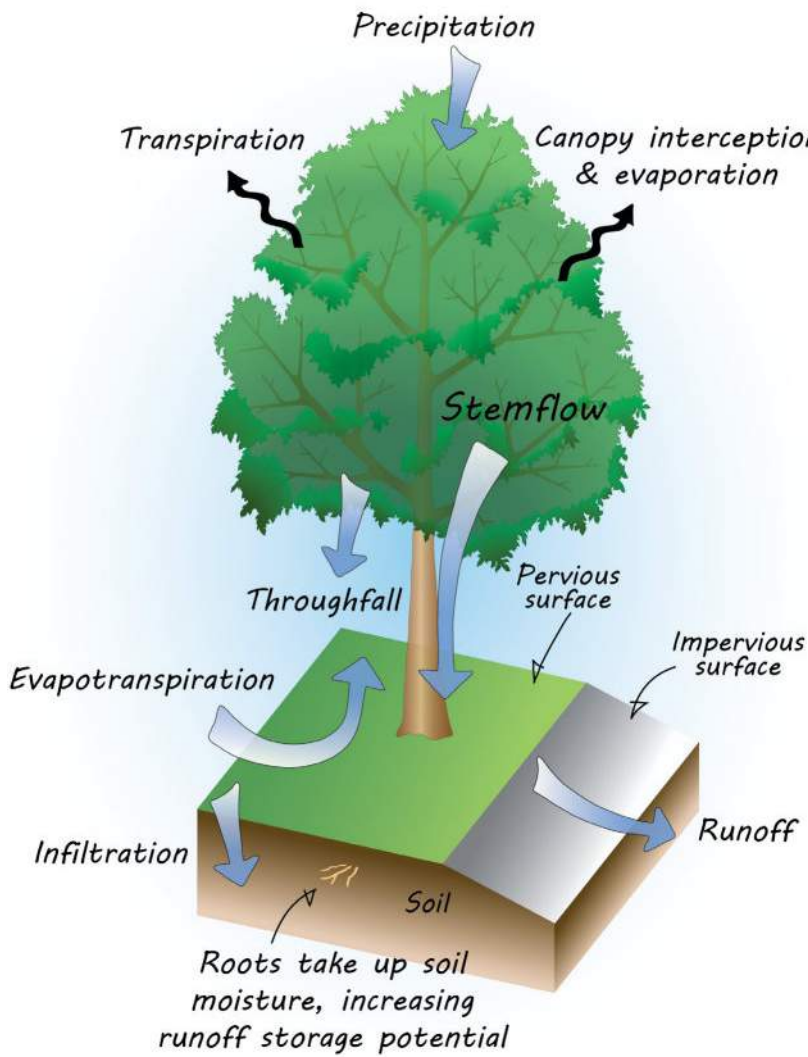
WATER QUALITY IMPROVEMENTS

Trees and forests improve and protect the quality of surface waters, such as creeks and rivers, by reducing the impacts of stormwater runoff through:

- Interception
- Increasing soil capacity and rate of infiltration
- Reducing soil erosion

Trees intercept rainfall in their canopy, which acts as a mini-reservoir (Xiao et al, 1998). During storm events, this interception reduces and slows runoff. In addition to catching stormwater, canopy interception lessens the impact of raindrops on barren soils. Root growth and decomposition increase the capacity and rate of soil infiltration by rainfall and snow-melt (McPherson et al, 2002). Each of these processes greatly reduces the flow and volume of stormwater runoff, avoiding erosion and preventing sediments and other pollutants from entering streams, rivers, and lakes.

Urban stormwater runoff is a major source of pollution for surface waters and riparian areas, threatening aquatic and other wildlife as well as human populations. Requirements for stormwater management are becoming more stringent and costly. Reducing runoff and incorporating urban trees in stormwater management planning has the added benefit of reducing the cost of stormwater management, including the expense of constructing new facilities necessary to detain and control stormwater as well as the cost of treatment to remove sediment and other pollutants.



AIR QUALITY IMPROVEMENTS

Trees improve air quality in five fundamental ways:

- Lessening particulate matter (e.g., dust and smoke)
- Absorbing gaseous pollutants
- Providing shade and transpiring
- Reducing power plant emissions by decreasing energy demand among buildings
- Increasing oxygen levels through photosynthesis

Trees protect and improve air quality by intercepting particulate matter (PM10), including dust, pollen, and smoke. The particulates are filtered and held in the tree canopy until precipitation rinses the particulates harmlessly to the ground. Trees absorb harmful gaseous pollutants like ozone (O₃), nitrogen dioxide (NO₂), and sulfur dioxide (SO₂). Shade and transpiration reduce the formation of O₃, which is created at higher temperatures. Scientists are now finding that some trees may absorb more volatile organic compounds (VOCs) than previously thought (Karl, T. 2010; Science Now, 2010). VOCs are carbon-based particles emitted from automobile exhaust, lawnmowers, and other human activities.

CARBON DIOXIDE REDUCTIONS

As environmental awareness continues to increase, governments are paying particular attention to global warming and the effects of greenhouse gas (GHG) emissions. As energy from the sun (sunlight) strikes the Earth's surface, it is reflected into space as infrared radiation (heat). Greenhouse gases absorb some of this infrared radiation and trap this heat in the atmosphere, increasing the temperature of the Earth's surface. Many chemical compounds in the Earth's atmosphere act as GHGs, including methane (CH₄), nitrous oxide (N₂O), carbon dioxide (CO₂), water vapor, and human-made gases/aerosols. As GHGs increase, the amount of energy radiated back into space is reduced and more heat is trapped in the atmosphere. An increase in the average temperature of the earth may result in changes in weather, sea levels, and land-use patterns, commonly referred to as "climate change." In the last 150-years, since large-scale industrialization began, the levels of some GHGs, including CO₂, have increased by 25% (U.S. Energy Information Administration).

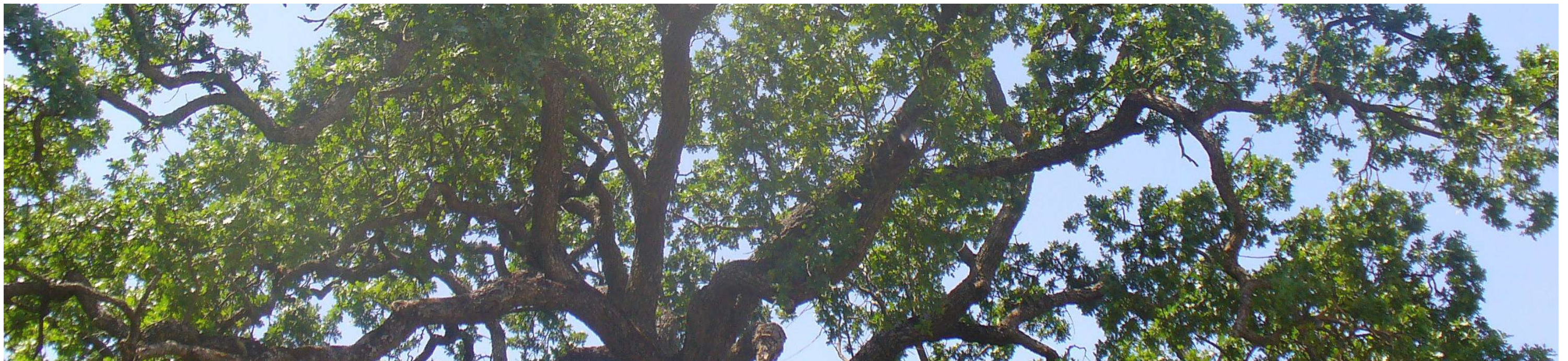
California's Global Warming Solutions Act (AB 32) passed in 2006 set the 2020 GHG emissions reduction goal into law. In December 2007, the California Air Resources Board (ARB) approved the 2020 emission limit of 427 million metric tons of carbon dioxide equivalent (CO₂). As of 2007, regulations require that the largest industrial sources of GHG must report and verify their emissions. In 2011, the ARB adopted the cap-and-trade regulation. Under a cap-and-trade system, an upper limit (or cap) is placed on GHG emissions. This cap can be applied to any source, industry, region, or other jurisdictional level (e.g., state, national, or global). Regulated entities are required to either reduce emissions to required limits or purchase (trade) emission offsets to meet the cap. In 2011, the ARB approved four offset protocols for issuing carbon credits under cap-and-trade, including the Forest Offset Protocol (ARB, 2011). This Protocol recognizes the key role forests play in fighting climate change.

The USDA Forest Service Urban Ecosystems and Social Dynamics Program (EUP) recently led the development of an Urban Forest Project Reporting Protocol. The Protocol, which

incorporates methods of the Kyoto Protocol and Voluntary Carbon Standard (VCS), establishes methods for calculating reductions, provides guidance for accounting and reporting, and guides urban forest managers in developing tree planting and stewardship projects that could be registered for GHG reduction credits (offsets). The Protocol can be applied to urban tree planting projects within municipalities, campuses, and utility service areas anywhere in the United States. Trees and forests reduce atmospheric carbon dioxide CO₂ in two ways:

- Directly, through growth and carbon sequestration
- Indirectly, by lowering the demand for energy

Trees and forests directly reduce CO₂ in the atmosphere through growth and sequestration of CO₂ in woody and foliar biomass. Indirectly, trees and forests reduce CO₂ by lowering the demand for energy and reducing the CO₂ emissions from the consumption of natural gas and the generation of electric power.



HEALTH BENEFITS

Exposure to nature, including trees, has a healthy impact on humans, such as reduced symptoms of Attention Deficit Hyperactivity Disorder (ADHD), and faster recovery from surgery (Ulrich, 1984). Additional benefits include:

- Fortification of human health
- Reduced illness decreased reliance on medication, and quicker recovery from injury or illness
- Higher test scores
- Increased worker productivity
- Reduced symptoms of ADHD

The importance of green spaces in urban areas and the role they play in reducing crime and aggressive behavior has been recognized by sociologists. Research shows that the greener a building's surroundings are, the fewer total crimes. This is true for both property crimes and violent crimes. Landscape vegetation around buildings can mitigate irritability, inattentiveness, and decreased control over impulses, all of which are well-established psychological precursors to violence. Residents in public housing reported 25.0% fewer domestic crimes when landscapes and trees were planted near their homes (Kuo, 2001).

A study of individuals living in 28 identical high-rise apartment units found residents who live near green spaces had a stronger sense of community, better mental health, coped better with stress and hardship, were less aggressive and violent and managed problems more effectively than those living away from green space (Kuo, 2001). Other research has revealed lower incidence of depressive symptoms in neighborhoods with greater access to green space (Jennings et al., 2016).

In addition to offering children a place to play, natural settings contribute to child development in at least three critical areas. Children who spend time in green settings have improved:

- Creativity
- Imagination and Cognitive function
- Intellect

Children with ADHD experienced reduced symptoms when exposed to green environments and spending time in nature (Faber, 2009).



WILDLIFE

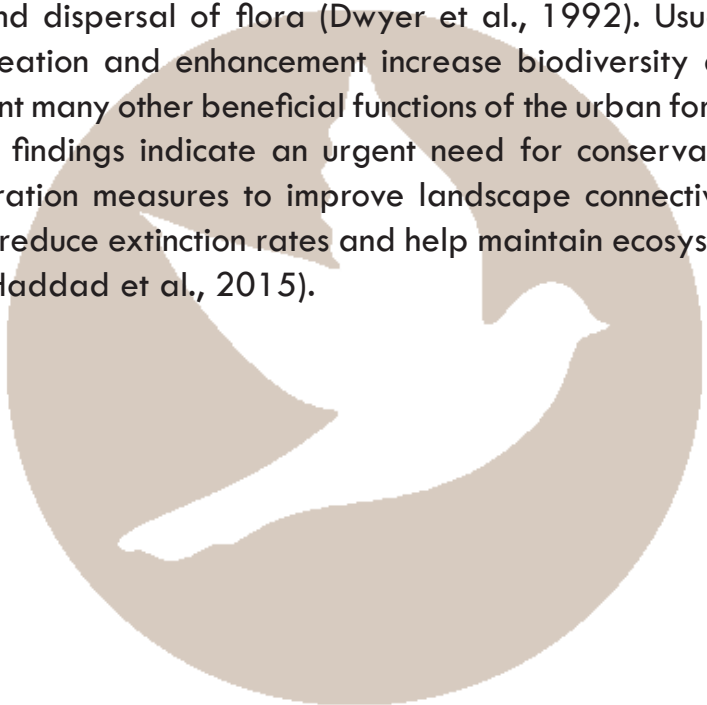
Trees provide important habitats for numerous birds, insects (including bees), and other animal species. Their greatest contributions include:

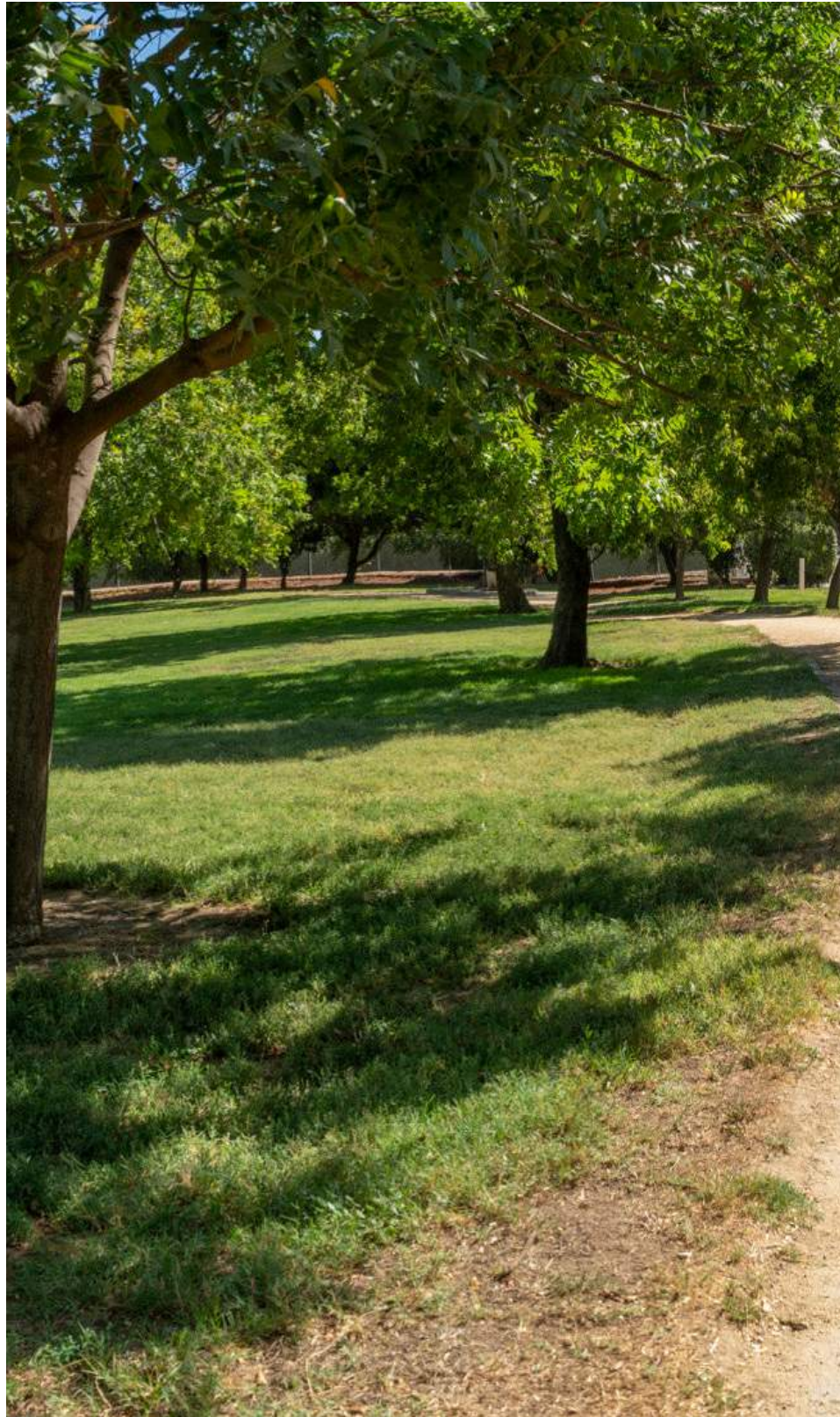
- Preservation and optimization of wildlife habitat
- Increase in movement corridors for wildlife

Furthermore, trees and forest lands provide critical habitat (for foraging, nesting, spawning, etc.) for mammals, birds, fish, and other aquatic species.

Trees can offer pollinators a valuable source of flowering plants. By including an array of flowering trees that provide pollen and nectar in the urban forest, bees are provided with additional food sources.

To enhance wildlife habitat, numerous communities have developed programs to preserve valuable existing natural areas and to restore the habitat on degraded lands. Restoration of urban riparian corridors and their linkages to surrounding natural areas have facilitated the movement of wildlife and dispersal of flora (Dwyer et al., 1992). Usually habitat creation and enhancement increase biodiversity and complement many other beneficial functions of the urban forest, and these findings indicate an urgent need for conservation and restoration measures to improve landscape connectivity, which will reduce extinction rates and help maintain ecosystem services (Haddad et al., 2015).





AESTHETICS & SOCIOECONOMICS

While perhaps the most difficult to quantify, aesthetic and socio-economic services from trees may be among their greatest contributions, including:

- Beautification, comfort, and aesthetics
- Increase in shade and privacy
- Opportunities for recreation
- Increased community walk-ability
- Reduction in violence
- Creation of a sense of place and history
- Increased property values

Some of these services are captured as a percentage of property values, through higher sales prices where individual trees and forests are located. While some of the services of forests are intangible and/or difficult to quantify (e.g., the impacts on physical and psychological health, crime, and violence), studies provide empirical evidence that these services do exist (Kaplan, 1989; Ulrich, 1986). There is limited knowledge about the physical processes at work, and their interactions make quantification imprecise. In addition, trees and forests have positive economic services for retailers. There is documented evidence that trees promote better business by stimulating more frequent and extended shopping and a willingness to pay more for goods and parking (Wolf, 2007).

CALCULATING TREE BENEFITS

Communities can calculate the benefits of their urban forest by using a complete inventory or sample data in conjunction with the USDA Forest Service i-Tree software tools. This state-of-the-art, peer-reviewed software suite considers regional environmental data and costs to quantify the ecosystem services unique to a given urban forest resource. Individuals can calculate the benefits of trees to their property by using the National Tree Benefit Calculator (www.treebenefits.com/calculator) or with i-Tree Design. (www.itreetools.org/design).





WHAT DO WE HAVE?

HISTORY OF URBAN FORESTRY IN WOODLAND

Officially named in 1859 with the establishment of the first post office, Woodland was named for its location in a grove of oak trees. Today, some of the original native valley oaks (dating back to the 1800's) are still standing, including some specimens that are included in the community tree inventory. Woodland has a long-standing connection and appreciation for its trees, further expressed by the valley oak tree that graces the City's official flag.

1900's

A 1940 ordinance strengthened tree management policies and created a Tree Commission to oversee the care of public trees and manage tree removal requests. Coordinated public tree planting efforts began in the 1950's when the City collaborated with the Chamber of Commerce to promote community shade and beautification.

2000's

The National Arbor Day Foundation first recognized Woodland as a Tree City USA in 2000. Also established in 2000, the Woodland Tree Foundation is a non-profit, volunteer-driven organization that supports urban forestry programing. To date, the group has planted over 4,500 trees on both public and private property and maintains a strong working relationship with the City.



In 2009, the City contracted with DRG to conduct a complete inventory of City-managed trees. The inventory identified the location (GPS), species, size, and condition of 13,140 trees on streets, in parks, and at City facilities. The data was used to develop a comprehensive analysis of the composition and benefits of the community tree resource and to establish benchmarks for measuring change. In conjunction with the inventory, DRG also completed a canopy assessment, benchmarking 2009 tree canopy cover (public and private trees) at 6.9%.

Also in 2009, the California Climate Action Registry recognized Woodland as a Climate Action Leader for demonstrated recognition of the impact a community can have on the environment at a local, state, and global level.

In 2014 the City adopted a Climate Action Plan (2020 CAP) with a target of increasing the canopy by 6,000 trees by 2020. By 2016 the community had reached over 50% of that goal. In 2017, the City updated the CAP (2035 CAP), identifying the urban forest and open space as one of six focus areas for addressing greenhouse gas emissions and climate change. 2035 CAP objectives include development and adoption of an urban forest master plan (UFMP) and expanding canopy

cover to 25%. The CAP encourages the UFMP to identify sustainable funding and to adopt a policy of no-net-loss for the community tree resource.

In 2016 the U.S. Conference of Mayors honored Woodland with a Climate Protection Award for its "2,400 Trees Campaign". The campaign was a joint effort between the City and the Woodland Tree Foundation, with funding from PG&E and the John & Eunice Davidson Fund, to plant 2,400 trees in a 24-month period (July 2014 through June 2016). In 2017, the City of Woodland contracted with DRG to develop an UFMP that will guide urban forestry programming over the next 20 years. The development process included an updated resource analysis of community trees and an updated tree canopy assessment (public and private trees). The City's General Plan 2035 provides an emphasis on historic preservation, agricultural sustainability, and environmental stewardship. True to their vision and stated strategy, the City of Woodland has taken positive steps to ensure the continued vitality, growth, and sustainability of the community and the urban forest.

Recognized by The National Arbor Day Foundation as a Tree City, USA since 2000, ample evidence exists throughout the community that Woodland takes great pride in being the "City of Trees." Woodland has endeavored to develop a healthy tree canopy which is reflected by the first celebration of Arbor Day in 1903.



URBAN TREE CANOPY

The development of the UFMP included an urban tree canopy (UTC) assessment to update the previous GIS tree canopy map layer produced in 2010 (Urban Forest Resource Analysis and Community Canopy Study, 2010). Tree canopy is the layer of leaves, branches, and stems of trees and other woody plants that cover the ground when viewed from above. Understanding the location and extent of tree canopy is critical to developing and implementing sound management strategies that will promote the smart growth and resiliency of Woodland’s urban forest and the invaluable services it provides.

The UTC assessment provides a bird’s-eye-view of the entire urban forest and includes consideration of tree canopy along with other primary land cover, including impervious surface, bare soils, and water. This information helps managers better understand tree canopy in relation to other geospatial data, including:

- Distribution of tree canopy within the community
- Geopolitical patterns in canopy distribution
- Identification of potential planting areas

The 2017 UTC assessment updates tree canopy benchmarks and provides a historical perspective for measuring changes that have occurred the urban forest since 2010 (Urban Tree Canopy Assessment, 2018). The analysis does not distinguish between trees on public and private property since the benefits of trees extend beyond property lines. The information can be used by urban forest managers to explore tree canopy in conjunction with other available metrics, including geography, land use, and community demographics. This information also establishes a baseline for assessing future change.

LAND COVER SUMMARY

The City of Woodland encompasses approximately 15 square miles (9,624 acres), of which approximately 1,394 acres are tree canopy. Excluding impervious surface and other areas that are unsuitable or unlikely to support canopy (e.g., sports fields, cemeteries), and open water (260 acres), Woodland contains approximately 3,469 additional acres which have the potential to support tree canopy. The following characterizes land cover in Woodland:

- 14.5% existing canopy including, trees and woody shrubs.
- 46.8% (4,500 acres) impervious surface, which includes; roads, parking lots, and structures.
- 35.2 acres of canopy in parks, an average of 30.1% canopy cover.
- 73.2% of tree canopy is in fair or better condition.
- 148,194 tons of stored carbon in woody and foliar biomass.
- 50.5% canopy potential (including existing canopy and potential planting acres).
- \$568,075 in annual benefits to air quality and stormwater runoff
- Since 2009, overall canopy has increased by 727 acres (109%) and the percentage of tree canopy cover has increased from 6.9% to 14.5%.
- Since 2009, canopy in parks has increased by 7.69 acres (27.9%) and the percentage of tree canopy cover in parks has increased from 16.8% to 19.6%.

TREE CANOPY HEALTH

Canopy health can be determined using near-infrared imagery and Normalized Difference Vegetation Index (NDVI) transformation. NDVI values are averaged over time to establish normal growing conditions in a region. Further analysis can then characterize the health of vegetation relative to the established normal condition. This allows identification of where plants are in very good condition and where they are in decline. The results of this analysis provided detailed canopy health information when viewed and analyzed in GIS software (Map 2).

In Woodland, 73.2% of the canopy is comprised of trees in fair or better condition. Healthy trees are vigorous, often producing more leaf surface area each year (Figure 2). 14.8% of Woodland’s canopy is made up of trees in poor condition or dead or dying. The remaining 11.9% from this analysis are considered shadows or unclassified. This important baseline data can contribute to understanding forest health over time. The data can also be used as a comparison should emerging pests or disease become an issue.



Close-up of canopy health assessment

Map 2. Woodland Canopy Health

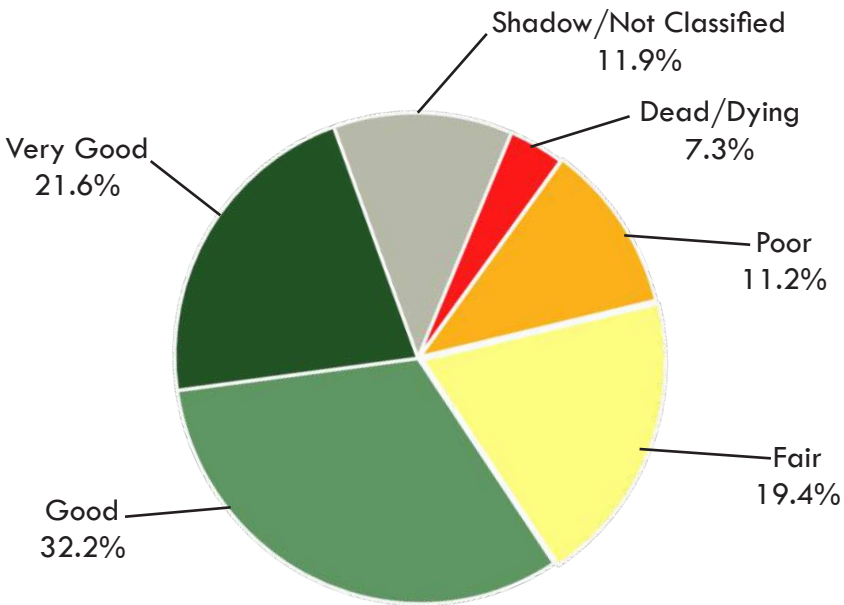
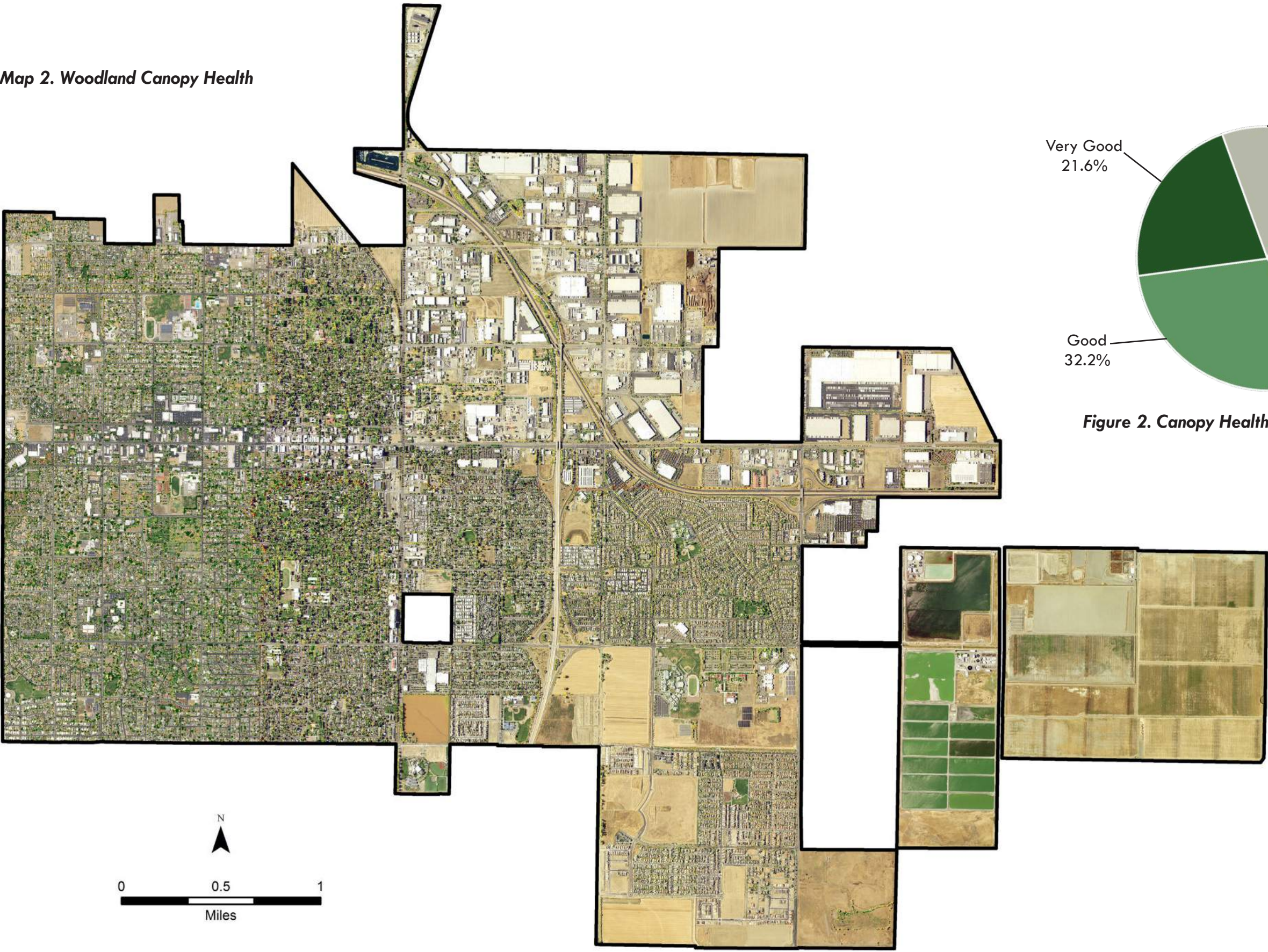
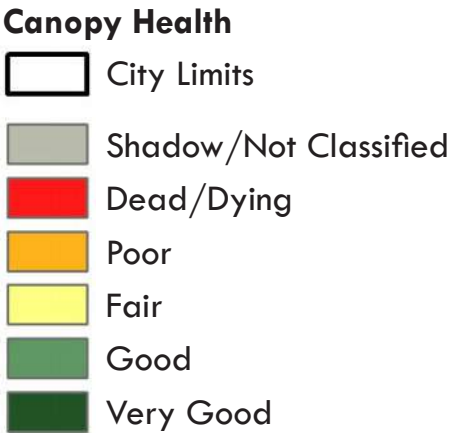


Figure 2. Canopy Health as a Percentage



TREE CANOPY BY COUNCIL DISTRICTS

Woodland is divided into five Council Districts (Map 3). Second District has the highest average canopy cover at 32%, followed by Third District (25%) and First District (25%). Each of these are in older and more established areas where most trees have reached maturity and are providing the greatest area of canopy.

Fifth District has the lowest average canopy cover at 6.1%. This District is also the largest in area (3,414 acres). Within this district, there is a great deal of undeveloped open space and younger neighborhoods. These newly developed neighborhoods have a large number of young trees that are still quite small. As they grow to maturity, the average canopy cover within this District will increase. Fourth District, which includes many industrial parcels, has an average canopy cover of 9.8%.

LANDSCAPE AND LIGHTING DISTRICTS

There are six neighborhood districts in Woodland where residents pay a fee to support a higher level of tree care along with other amenities (e.g., street lights). These areas are referred to as Landscape and Lighting Districts (LLDs) (Table 1). Spring Lake Maintenance District covers the most area (525 acres) and currently has an average canopy cover of 4.8%. This LLD is within the Fifth Council District. Spring Lake neighborhoods are fairly new (12-14 years) and while there have been a lot of trees planted, tree establishment and mortality has been an issue. Soils in the area are typically heavy clay and include high concentrations of boron. However, a change in the water supply (from well to surface water) is

helping to leach out the boron and existing trees are showing signs of improved health. As soil conditions improve and trees become better established, canopy cover is expected to increase as well.

The smallest LLD, Gateway (0.88 acres) also has issues with heavy clay and boron that have had an impact on tree establishment and mortality. However, this LLD also has a high degree of impervious surface (93%) due to business/industrial parcels. The existing canopy is 1.3% and the maximum canopy potential for this LLD is 6.7%.

Westwood LLD (4.9 acres) is also newly developed with many young trees. Currently, this area has an average canopy cover of 21.7%.

Gibson Ranch/SEA LLD (344 acres) is more established (18-20 years), however existing trees have not yet reached full maturity. Currently, average canopy cover is nearly 27% and is expected to increase slightly as existing trees continue to grow.

North Park LLD (23 acres) consists of a park and approximately 30 residential parcels in a well-established neighborhood with large trees.

Streng Pond has the highest average canopy cover at 29.4%. This very small LLD (34 acres) is in an older part of town with well established trees and a large retention pond and drainage area.

COMMUNITY COMPARISON

To provide a better regional context for Woodland's urban forest tree canopy, the UFMP provides the tree canopy cover for several comparison communities (Figure 3). Woodland has a 14.5% canopy cover which is approximately equal to Roseville.

It is important to note that different communities may have different canopy cover for many reasons, including land use patterns, climate, soil conditions, natural precipitation, and budgets. Every city needs to develop canopy goals that are appropriate for their own community.

Name	Acres	Canopy Acres	Canopy %	Impervious %	Grass/Low Lying Veg. %	Bare Soil %	Preferred Plantable %	Preferred Plantable Acres	Maximum UTC
Spring Lake Maintenance District	525.43	24.99	4.76	36.88	5.28	53.08	58.36	306.64	63.12
Gibson Ranch/SEA Landscaping and Lighting District	344.18	92.68	26.93	64.70	7.40	0.97	8.37	28.82	35.30
Streng Pond Landscaping and Maintenance District	34.15	10.04	29.39	47.94	16.64	4.69	21.34	7.29	50.73
North Park Landscaping and Lighting District	23.04	6.30	27.34	56.23	10.45	5.98	16.43	3.79	43.77
Westwood Landscaping and Lighting District	4.85	1.05	21.66	67.93	9.11	1.29	10.40	0.50	32.07
Gateway Landscaping and Lighting District	0.88	0.01	1.33	93.25	5.32	0.00	5.32	0.05	6.65

Table 1. Tree Canopy by Landscape and Lighting Districts

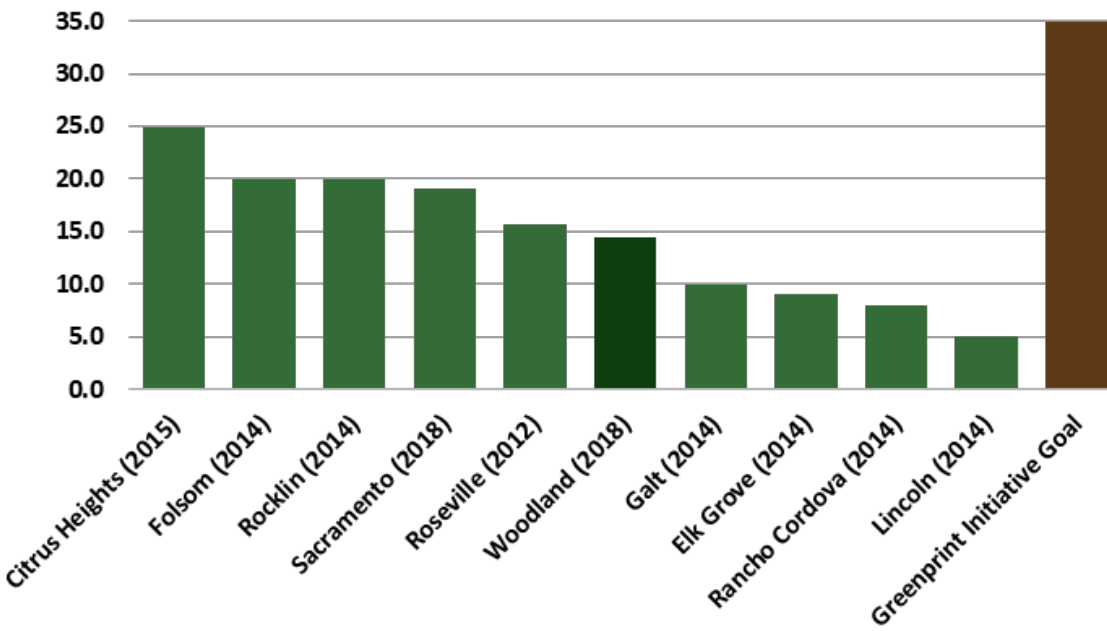
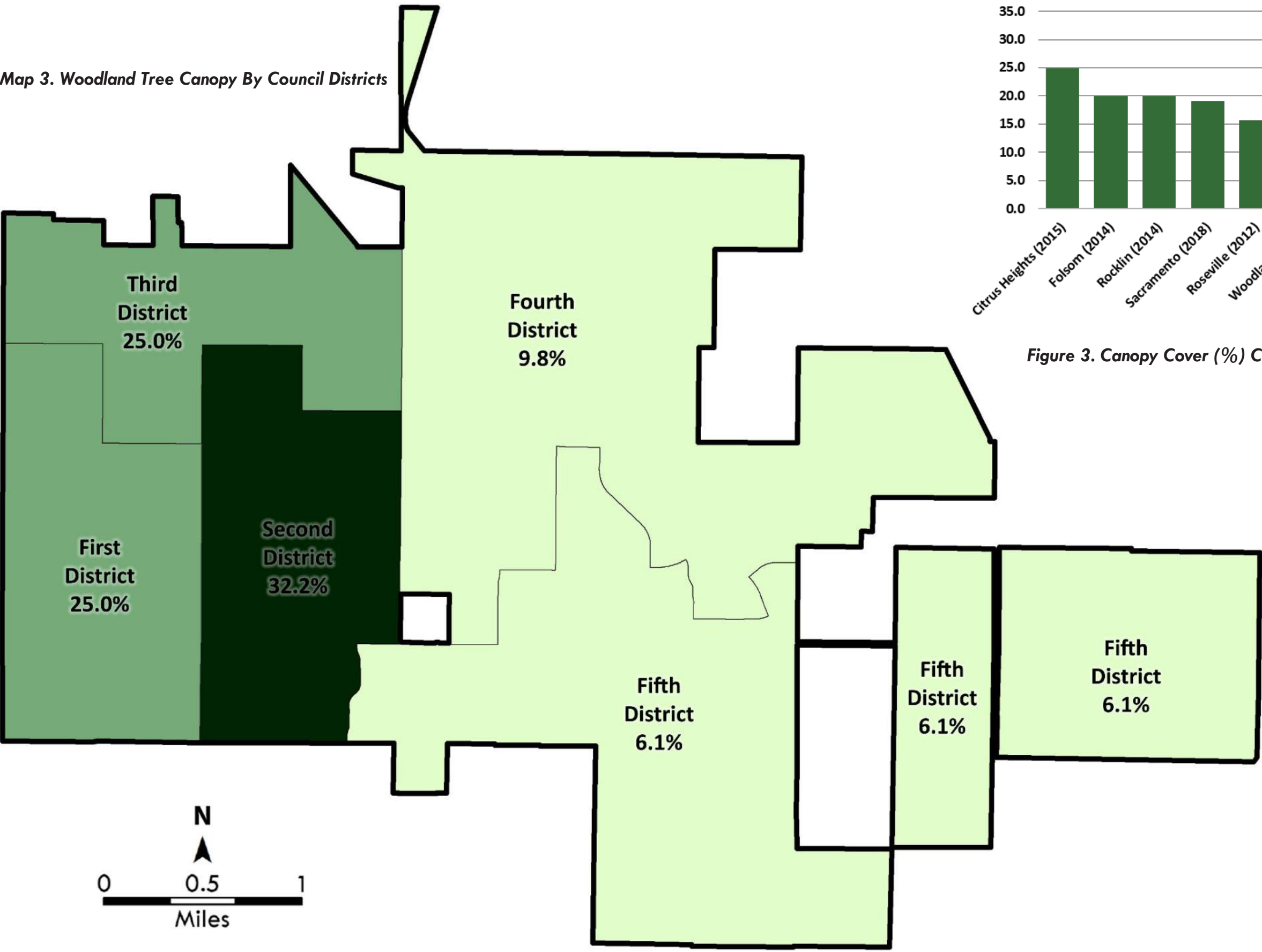
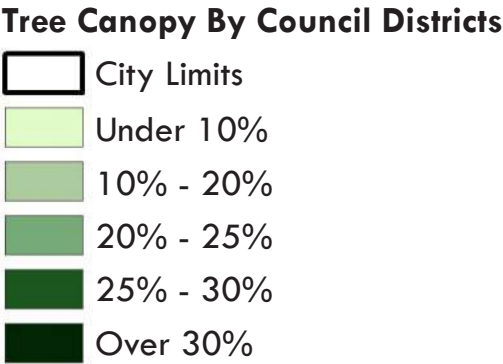


Figure 3. Canopy Cover (%) Comparison with nearby communities



TREE CANOPY BY PARKS

The City of Woodland has 32 areas designated as parks. The form and use of these areas varies from ball fields to detention ponds to open green spaces. The availability of space to plant trees is limited by these types of parks. For example, ball fields are unsuitable sites for trees. These areas are not included in the later planting priority analysis. However, they are included in this parks land cover analysis.

Of Woodland’s 32 parks, the top ten largest by acreage are summarized in Table 2. Woodland’s largest park is Woodland Community & Senior Center, which encompasses 43.4 acres

with 1.7 acres of canopy cover, or 4.0%, with a maximum UTC of 58.4%, which suggests that there is a large area suitable for planting trees. Among the top ten largest parks, John Ferns Park has the greatest percent canopy at 41.5%, with a maximum UTC of 83.4%. Other parks have lower maximum UTC percentages, possibly due to impervious surfaces or the presence of fields, which are not suitable sites for planting and were not considered in the preferred plantable acreage.

Park	Acres	Canopy Acres	Canopy %	Impervious Acres	Grass/Low Vegetation Acres	Bare Soil Acres	Water Acres	Preferred Plantable Acres	Maximum UTC
Woodland Community & Senior Center	43.39	1.74	4.02	12.63	11.07	12.51	0.00	23.58	58.37
Dave Douglass Park	12.84	0.73	5.68	2.13	8.09	1.89	0.00	9.98	83.38
Rick Gonzales, Sr. Park	10.14	0.01	0.06	0.13	0.00	10.00	0.00	10.00	98.70
Pioneer Park	10.05	2.65	26.38	1.84	5.56	0.00	0.00	5.56	81.68
John Ferns Park	9.29	3.85	41.48	1.54	3.66	0.23	0.00	3.90	83.43
Crawford Park	8.27	2.01	24.30	2.62	3.40	0.24	0.00	3.64	68.33
Woodside Park	8.21	3.25	39.62	1.24	3.00	0.60	0.12	3.60	83.44
Jack Slaven Park	7.95	0.32	4.05	1.34	5.01	1.28	0.00	6.28	83.14
Spring Lake Park	7.55	0.00	0.00	0.00	1.83	5.72	0.00	7.55	100.00
Dick Klenhard Park	7.24	1.47	20.27	1.58	3.49	0.70	0.00	4.19	78.20
All other parks	54.68	19.20	35.11	9.39	23.70	6.18	0.00	26.10	82.83
All parks total	179.6	35.24	19.62%	34.44	68.81	35.56	0.12	104.37	77.73%

Table 2. Woodland Tree Canopy By Parks

TREE CANOPY BY ZONING

Zoned areas encompass 8,032 acres of the overall area in Woodland (9,624 acres). Open space (1,735 acres) encompasses the greatest area, followed by single family residential (1,714 acres), and industrial (1,696 acres). Single family residential areas have the greatest amount of tree canopy (531 acres), but the highest canopy cover (39.8%) is found in areas with no designation followed by general commercial (37.3%)(Figure 3). The Spring Lake Specific Plan refers to a parcel in south Woodland near the freeway that will be developed into private homes. This area is represented as public space on the map (Map 3), but in the coming years will transition to residential.



Map 3. Woodland Tree Canopy By Zoning

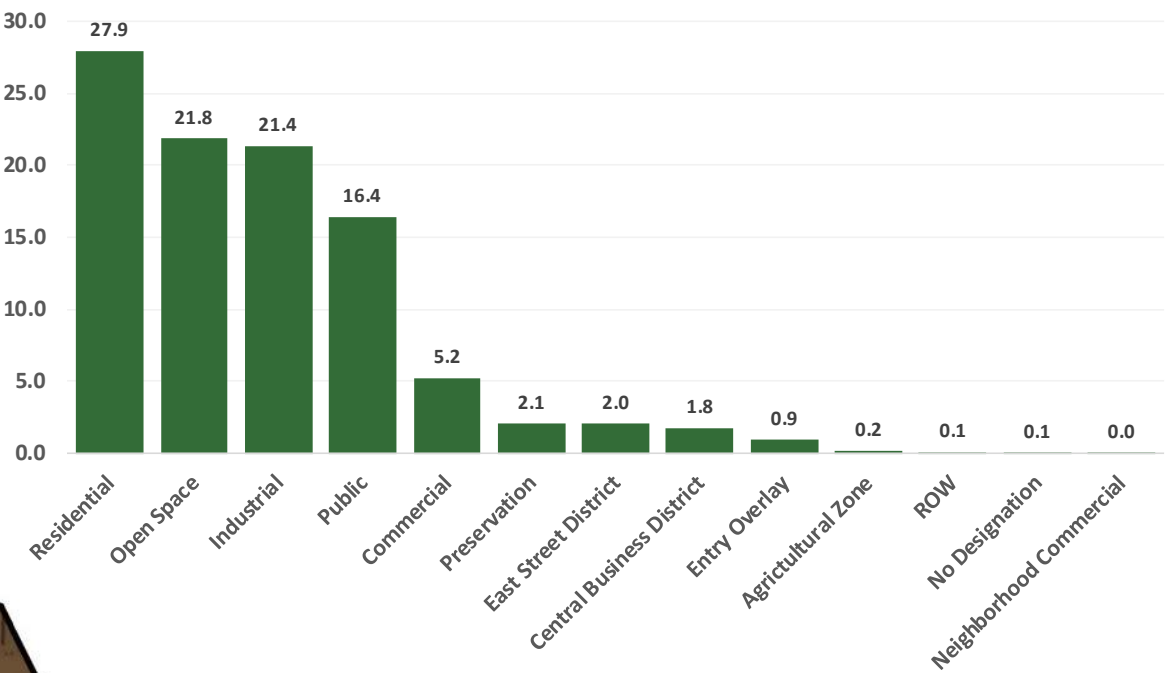
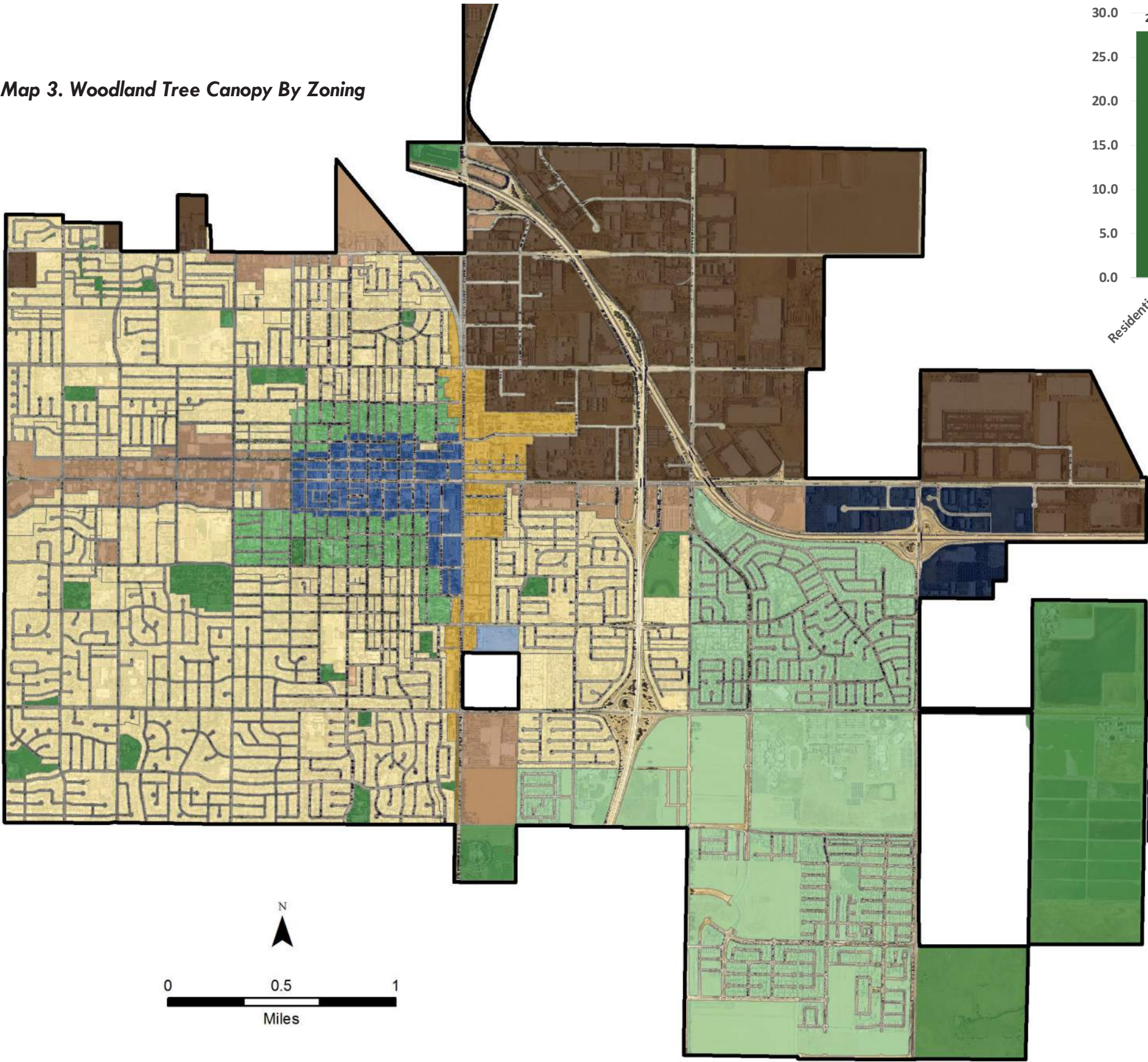
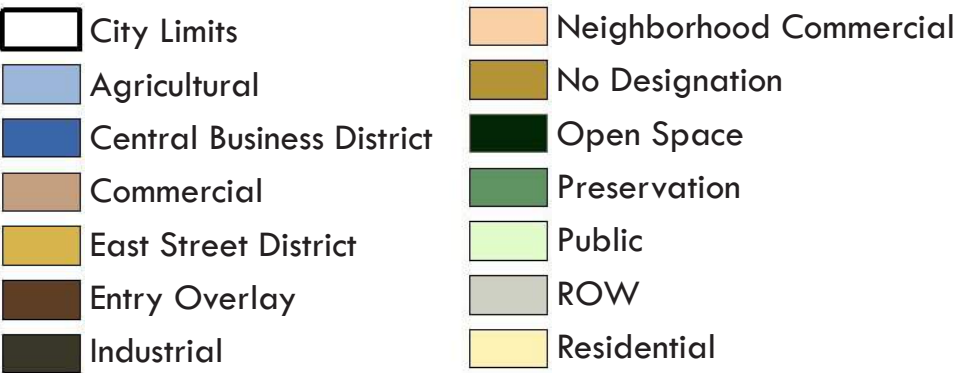


Figure 3. Canopy Cover (%) by Zoning

Tree Canopy By Zoning



HISTORIC CHANGE

Canopy data derived from 2009 NAIP imagery was used to determine change over the seven-year period. The 2009 canopy data was summarized for all features in each feature class data layer. Geospatial processing was conducted to get the acreages and percentages. These values were compared to the 2016 NAIP imagery to determine change acres, change percent, and absolute change. The accuracy of change acres and percentages were based on the accuracy of the 2009 tree canopy dataset.

Woodland encompasses 9,624 acres with a tree canopy that currently covers 1,394 acres or approximately 14.5% of the overall land cover. In 2009, tree canopy was covering 667 acres (6.9%). Since 2009, Woodland has added 727 acres of tree canopy, increasing overall tree canopy by 109% and increasing tree canopy as a percentage of all land cover from 6.9% to 14.5% (Table 3, Figure 4). Factors that have effected the increase in tree canopy include:

- 1,026 trees have been added to the community tree resource
- Tree canopy in parks has increased by 7.69 acres
- New developments have included new trees on public and private parcels
- Community members have planted new trees on private property
- Existing (2009) trees and new trees continue to increase in size and leaf surface

	Canopy Acres	Canopy %
Canopy 2009	667	6.93
Current canopy	1,394	14.49

Table 3: Historic Canopy Cover

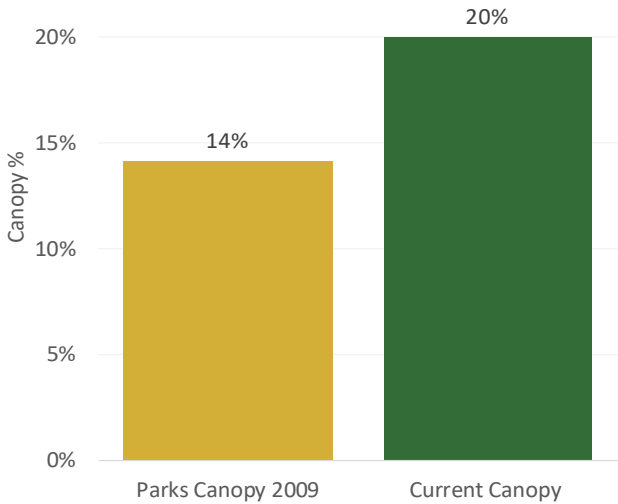


Figure 4: Parks Canopy Change from 2009 to 2018



PRIORITY PLANTING

It could be assumed that all pervious areas, including grass, shrubs, low-lying vegetation, and bare soil (4,864 acres) are potential tree planting locations. Realistically, not all of these areas are suitable planting sites due to intended site uses (e.g., agricultural fields, sports fields, developments) and because some of these areas are not appropriate for tree planting.

Potential plantable areas can be determined by excluding pervious areas that are unsuitable for planting and including impervious areas where trees could feasibly be added, such as in parking lot islands, along sidewalks, and near road edges. The Urban Tree Canopy analysis considered site design and environmental factors, including proximity to hardscape, canopy fragmentation, soil permeability, slope, and soil erosion factors to prioritize planting sites on both public and private property for the greatest potential return on investment. The analysis identified 3,469 acres of potential planting areas in Woodland, where 310 of these acres are high or very high priority planting areas (Map 4). This analysis provides a snapshot of current conditions. Some existing young trees may not be fully accounted for.

The UTC analysis prioritized potential planting areas with GIS remote sensing. Site visits are necessary to determine suitability and the actual number and location of planting sites. The potential canopy cover for Woodland is estimated to be 50.5%, which considers potential planting area (3,469 acres) and existing canopy (1,394 acres).

Map 4. Woodland Priority Planting Areas

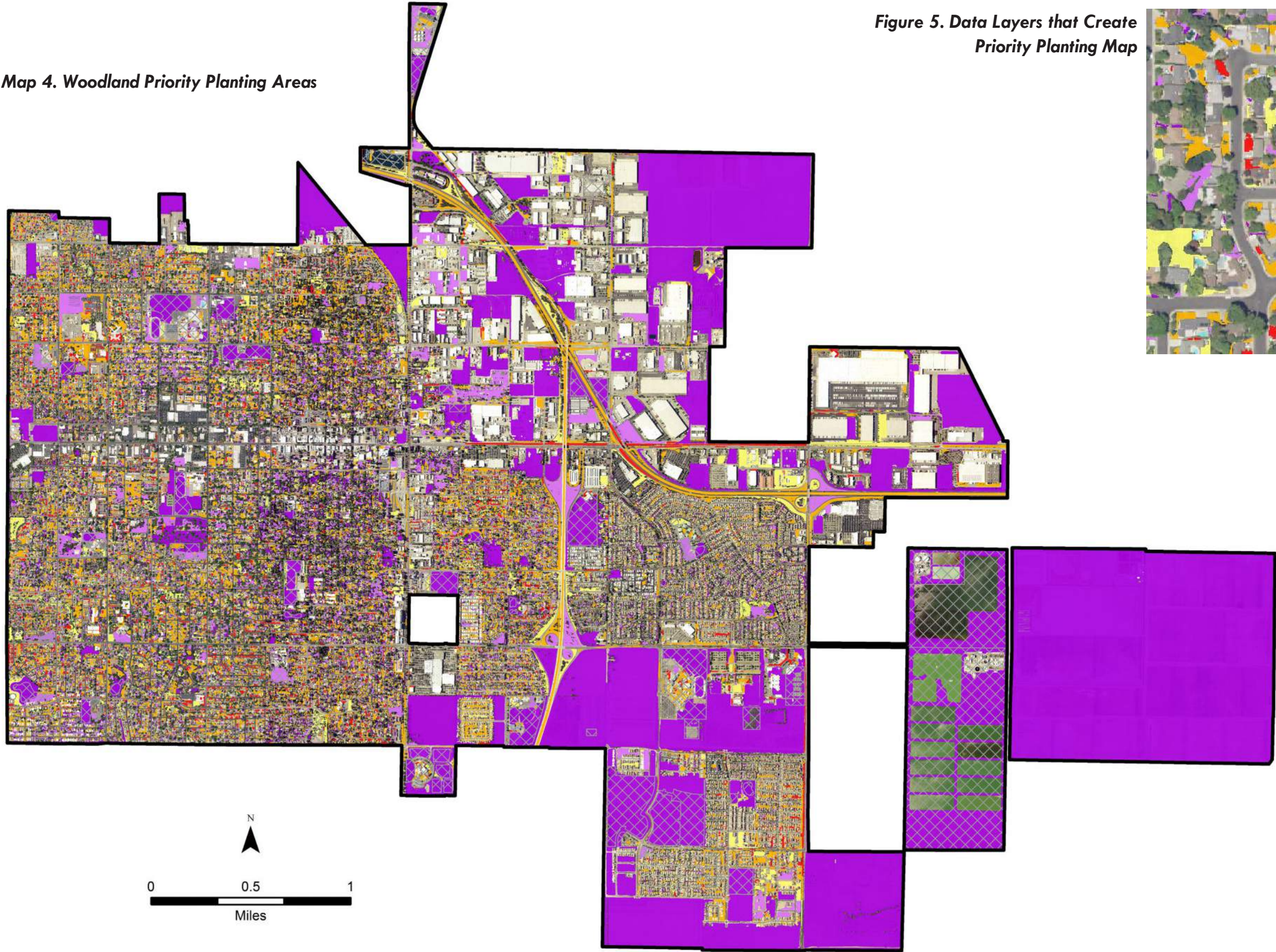
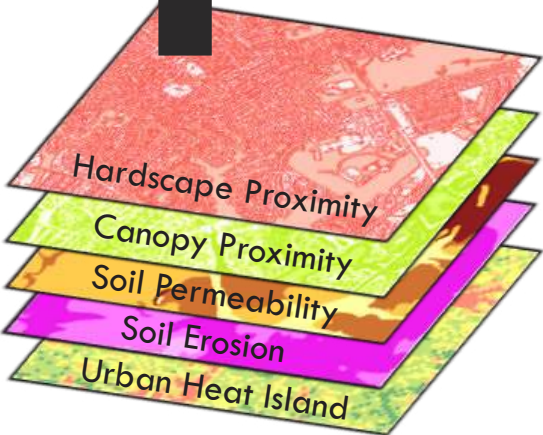


Figure 5. Data Layers that Create Priority Planting Map



- Priority Planting Areas**
- City Limits
 - Excluded
 - Very Low
 - Low
 - Moderate
 - High
 - Very High

COMMUNITY TREE RESOURCE

Community trees (publicly managed trees along City streets, in City parks, and on City facilities) play a vital role in the City of Woodland. They provide numerous tangible and intangible benefits to residents, visitors, and neighboring communities. Woodland recognizes that community trees are a valued resource, a vital component of the urban infrastructure, and part of the City’s identity.

To support the preservation and management of public trees, the City of Woodland contracted with DRG in 2009 to conduct a complete inventory of City-managed trees. Completed in 2010, the inventory collected data on 13,140 trees on streets, in parks, and at City facilities. Data collection included species, size, condition, maintenance needs, and geographic location. Since then, the community tree resource has increased in population, individual trees have grown, new trees have been planted, and some older trees have been replaced. A follow-up inventory was completed in 2017.

DRG used this data in conjunction with i-Tree Streets benefit-cost modeling software (itreetools.org) to develop a detailed and quantified analysis of the existing structure, function, and value of the community tree resource (Urban Forest Resource Analysis, 2018).



STRUCTURE

A structural analysis is the first step towards understanding the benefits provided by these trees as well as their management needs. As of 2018, Woodland’s community tree resource includes 14,166 trees and 170 unique species. Considering species composition and diversity, relative age distribution (diameter at breast height, DBH), condition, canopy coverage, and replacement value, DRG determined that the following information characterizes the community tree resource:

- Among all trees, the predominant tree species are London planetree (*Planatus x acerifolia*) (10.3%), Chinese pistache (*Pistacia chinensis*) (10.0%) and crapemyrtle (*Lagerstromia indica*) (7.3%).
- 74.6% of the population has a DBH of 12-inches or less.
- 13.9% of the population has a DBH of 18-inches or greater.
- 80.0% of trees in Woodland are broadleaf deciduous trees, while conifer evergreen trees are the second most common at 10.2%. 1.2% of the population is comprised of palms.
- It is estimated that community trees provide approximately 150 acres of canopy, 10.7% of all canopy cover in Woodland.
- Replacement with trees of similar size, species, and condition would cost nearly \$30.5 million.

SPECIES DIVERSITY

The number of unique species (170) in the community tree resource greatly exceeds the mean of 53 species reported by McPherson and Rowntree (1989) in their nationwide survey of street tree populations in 22 U.S. cities. The three most predominant species represent more than 27.6% of the overall resource (Figure 6). The prevalence of London planetree (10.3%) and Chinese pistache (10.0%) are on the verge

of exceeding the general rule that no single species should represent more than 10% of an urban forest resource (Clark et al. 1997). In light of significant pests and diseases, many cities are now opting to increase diversity to improve resilience. The 10-20-30 rule of thumb is a widely used standard that states that an urban tree population should consist of no more than 10% of any one species, 20% of any one genus, and 30% of any one family. The rule encourages greater genetic diversity, and thus, greater resilience. Only 25 of the 170 species in Woodland's community tree resource represent more than 1% of the overall population.

Dominance of any single species or genus can have detrimental consequences in the event of storms, drought, disease, pests, or other stressors that can severely affect a public tree resource and the flow of benefits and costs over time. Catastrophic pathogens, such as Dutch elm disease (*Ophiostoma ulmi*), emerald ash borer (*Agrilus planipennis*), Asian longhorned beetle (*Anoplophora glabripennis*), invasive shot hole borer (*Euwallacea* sp.), and Sudden Oak Death (*Phytophthora ramorum*) are some examples of unexpected, devastating, and costly pests and pathogens that highlight the importance of diversity and the balanced distribution of species and genera.

According to California’s Fourth Climate Change Assessment, the Sacramento Valley will likely experience an increase of 10°F in average daily maximum temperatures by the end-of-century (Houlton, et. al, 2018). Extremes in precipitation (drier versus wetter) are more likely to occur. A diverse urban forest will provide greater resiliency in the face of these extremes.

Future planting should focus on increasing diversity and reducing reliance on overused species. As over-represented species are removed and replaced, new species should be introduced when possible. These new species should be resistant to known pest issues that currently pose a threat to the region. In addition, consideration should be given to species that withstand higher temperatures and periods of drought.

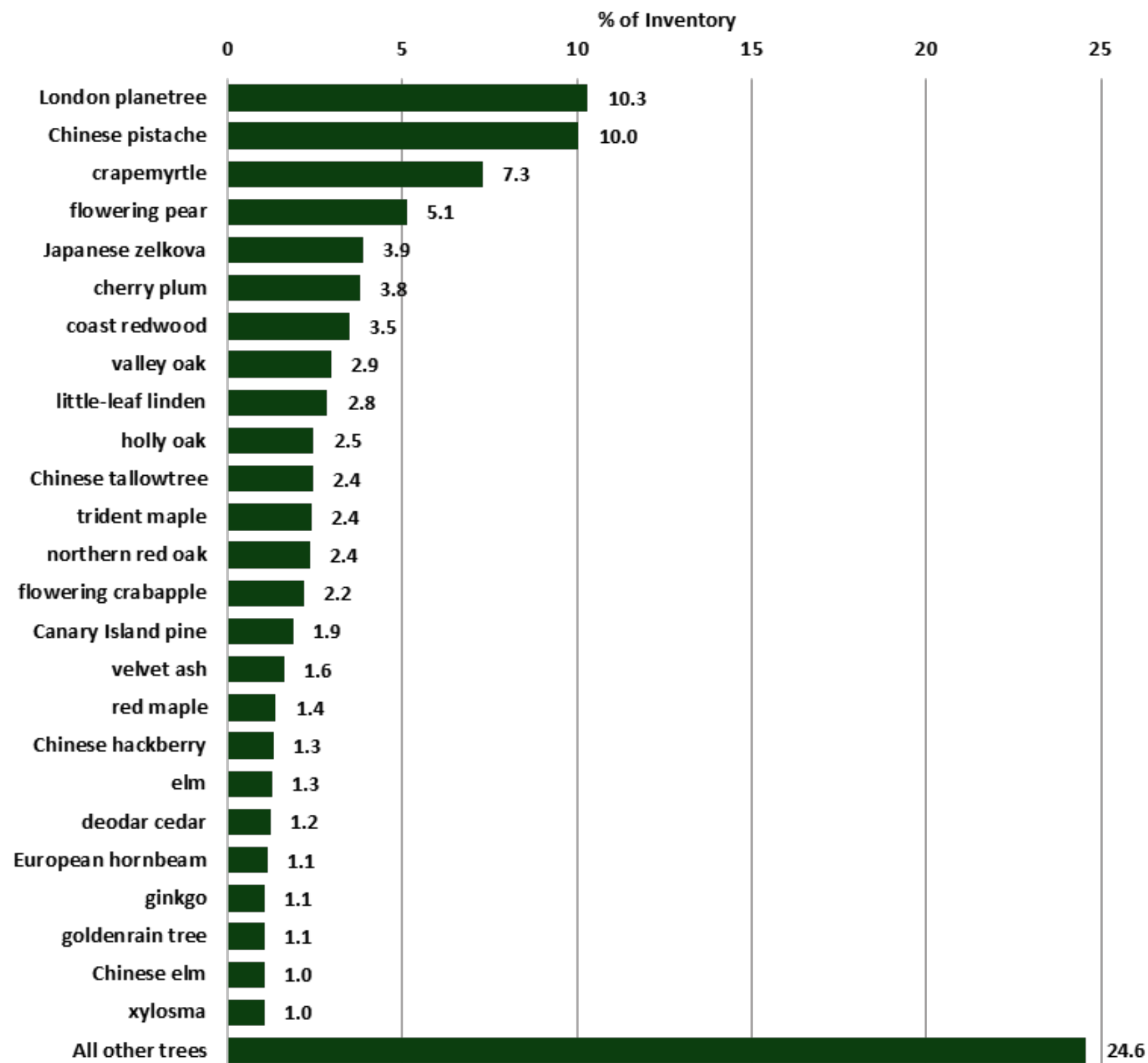


Figure 6: Most Prevalent Species (Representing >1 %) in Woodland's Community Tree Inventory



AGE DISTRIBUTION

Age distribution can be approximated by considering the DBH range of the overall inventory and of individual species. Trees with smaller diameters tend to be younger. It is important to note that palms do not increase in DBH over time, so they are not considered in this analysis. In palms, height more accurately correlates to age.

The age distribution of the urban forest is a key indicator and driver of maintenance needs. The age distribution of Woodland’s community tree resource (excluding palms) reveals that 75.4% of trees are 12-inches or less DBH and 6.4% of trees larger than 24-inches DBH (Figure 7). In 2010, approximately 72.7% of the tree population had a DBH of 12-inches or less.

Trees greater than 24-inches DBH require more regular inspections and routine maintenance as they mature. Managers can gain a better understanding of the specific risks that individual mature trees pose with regular inspection and risk assessment.

5,170 trees (35.5%) in the inventory are young (<6-inches DBH) medium and large-stature tree species that still have a lot of growing to do before they reach maturity. Training, defined as the selective pruning of small branches to influence the future shape and structure of a young tree, is critical at this stage to prevent costly structural issues and branch failures as these young trees mature into their final size in the landscape. 2,918 trees (20.6%) in the inventory are of intermediate age with a DBH between 7 and 12 inches. Of these, 2,408 are medium and large-stature species that will benefit from pruning to promote good structure.

3,121 trees (22%) are small-stature tree species that generally don't exceed 25 to 30-feet in height.

A high proportion of young, large, and medium-stature tree species is a positive indicator for future benefits from the urban forest, since large shade trees typically provide more shade, pollutant uptake, carbon sequestration, and rainfall interception than small trees.

898 trees (6.3%) in the inventory are mature, with a DBH exceeding 24-inches. When trees reach mature stature, they provide the greatest benefits. However, mature trees should be regularly assessed for health and risk factors as they approach or reach the end of their natural lifespan. They may have higher maintenance needs or require removal to reduce risk and liability.

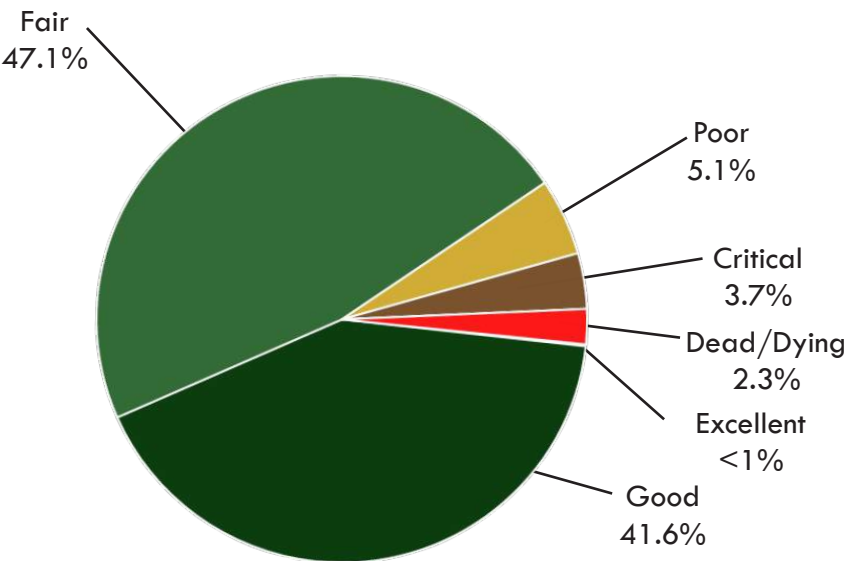


Figure 8. Tree Health as a Percentage

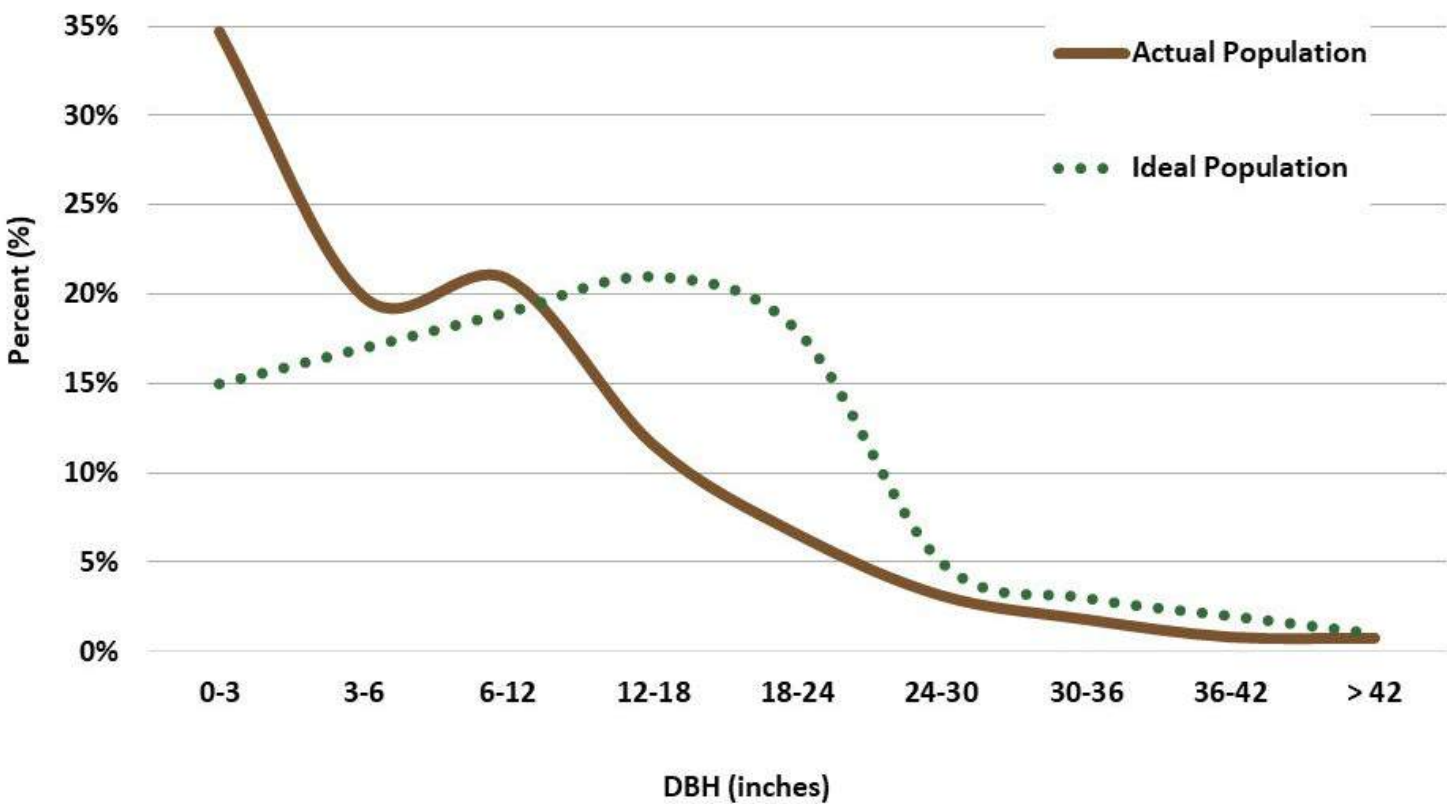


Figure 7: Most Prevalent Species (> 1%) in Woodland’s Community Tree Inventory

CONDITION

Tree condition is an indication of how well trees are managed and how well they are performing in each site-specific environment (e.g., street, median, parking lot, etc.). Condition ratings can help managers anticipate maintenance and funding needs. In addition, tree condition is an important factor for the calculation of public tree resource benefits. A condition rating of good assumes that a tree has no major structural problems, no significant mechanical damage, and may have only minor aesthetic, insect, disease, or structural problems, and is in good health. When trees are performing at their peak, as those rated as good or better, the benefits they provide are maximized.

The majority of community trees (88.9%) in Woodland are in fair or better condition (Figure 8). 47.1% of trees are in fair condition, 41.6% are in good condition, and 0.1% of trees are in excellent condition. Only 6.0% of trees are in critical or worse condition (Figure 8).

While there are some older, mature trees that require structural maintenance or removal, Woodland is fortunate to have a relatively young and healthy public tree population. Proactive management (especially timely training and structural pruning) is critical to maintain the condition of this valuable forest resource.

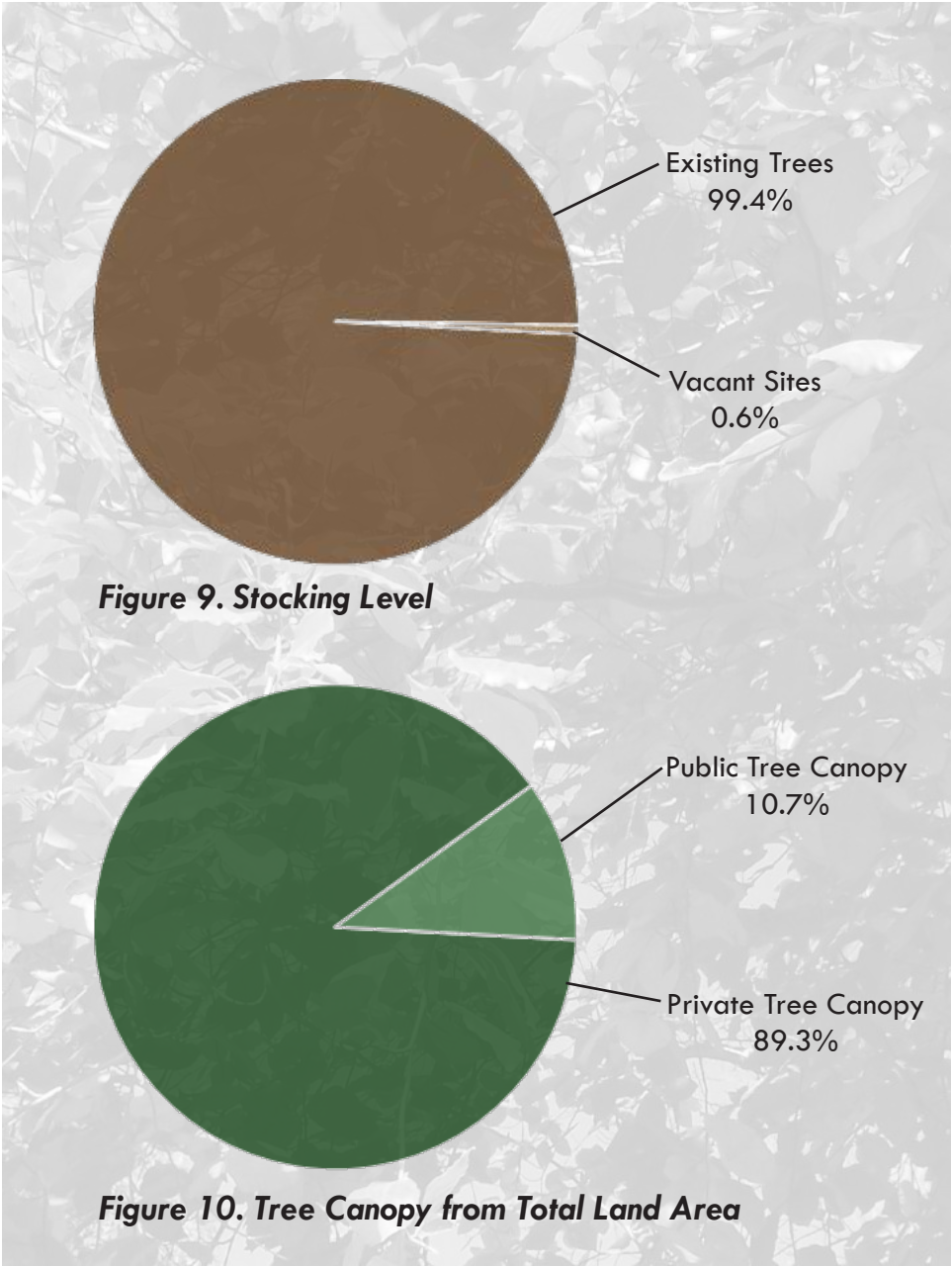
STOCKING LEVEL

Woodland’s public tree resource currently includes 85 available planting sites, including 29 vacant sites and 56 stumps. Considering the public tree inventory identified a total of 14,251 planting sites with 14,166 existing trees, the current stocking level of public trees is 99.4% (Figure 9).

CANOPY FROM PUBLIC TREES

The amount and distribution of leaf surface area is the driving force behind the public tree resource’s ability to produce benefits for the community (Clark et al., 1997). As canopy cover increases, so do the benefits afforded by leaf area. The City of Woodland covers an area of 15.3 square miles. i-Tree estimates that public trees are providing approximately 0.2 square miles (149.7 acres) of canopy cover which accounts for 1.5% of total land area (Figure 10).

“IT JUST FEELS LIKE A MORE STABLE, HAPPY, POSITIVE PLACE TO LIVE WHEN THERE ARE MATURE TREES ALL AROUND.”
– SURVEY RESPONDENT, UFMP 2018



BENEFITS

Trees in Woodland’s community resource provide an estimated 150 acres of canopy, approximately 10.7% of overall canopy cover. To date, trees in the community tree resource have sequestered 9,011 tons of carbon dioxide (CO2), valued at \$135,158.

Annually, public trees provide nearly \$1.7 million in benefits to the community at an average value of \$117 per tree (Figure 11). These benefits include:

- \$264,269 in energy use reduction (electricity and natural gas) through shading and climate effects; an average of \$18.66 per tree.
- \$11,723 in sequestered atmospheric CO2 (782 tons); an average of \$0.83 per tree.
- \$118,626 in air quality improvements; an average of \$8.37 per tree.
- \$56,051 in intercepted stormwater (7.2 million gallons); an average of \$3.96 per tree.
- \$1.2 million in increased property values and other socio-economic benefits; an average of \$85.14 per tree.

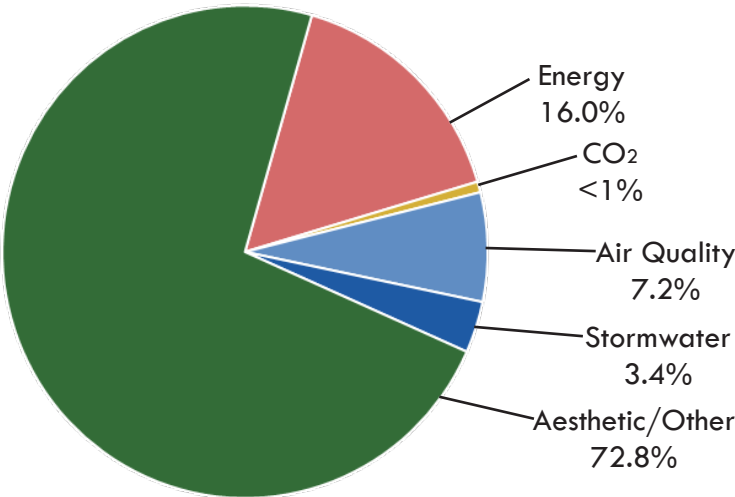


Figure 11. Community Benefits

RETURN ON INVESTMENT

Considering the estimated annual budget of \$661,140 currently invested to manage the community tree resource, the net annual benefit (benefits minus investment) to the community is \$995,595. The average net benefit for an individual tree in Woodland is \$16.70 (Table 4). In other words, for every \$1 invested in community trees, Woodland receives \$2.51 in benefits.

Benefits	Total (\$)	\$/Tree	\$/Capita
Energy	\$264,296	18.66	4.43
CO ₂	\$11,723	0.83	0.2
Air Quality	\$118,626	8.37	1.99
Stormwater	\$56,051	3.96	0.94
Aesthetic/Other	\$1,206,038	85.14	20.23
Total Benefits	\$1,656,735	\$116.95	\$27.79
Investments	Total (\$)	\$/Tree	\$/Capita
Purchasing Trees & Planting	10,449	0.74	0.18
Contract Pruning	212,872	15.05	3.57
Pest Management	2,572	0.18	0.04
Irrigation	2,443	0.17	0.04
Removal	51,211	3.62	0.86
Administration	346,623	24.51	5.81
Inspection/Service	2,354	0.17	0.04
Litter Clean-up	24,497	1.73	0.41
Liability/Claim	8,119	0.57	0.14
Total Expenditures	\$661,140	\$46.75	\$11.09
Net Benefits	\$995,595	\$70.28	\$16.70
Benefit-Investment Ratio	2.51		

Table 4. Health Benefits for Individual Trees

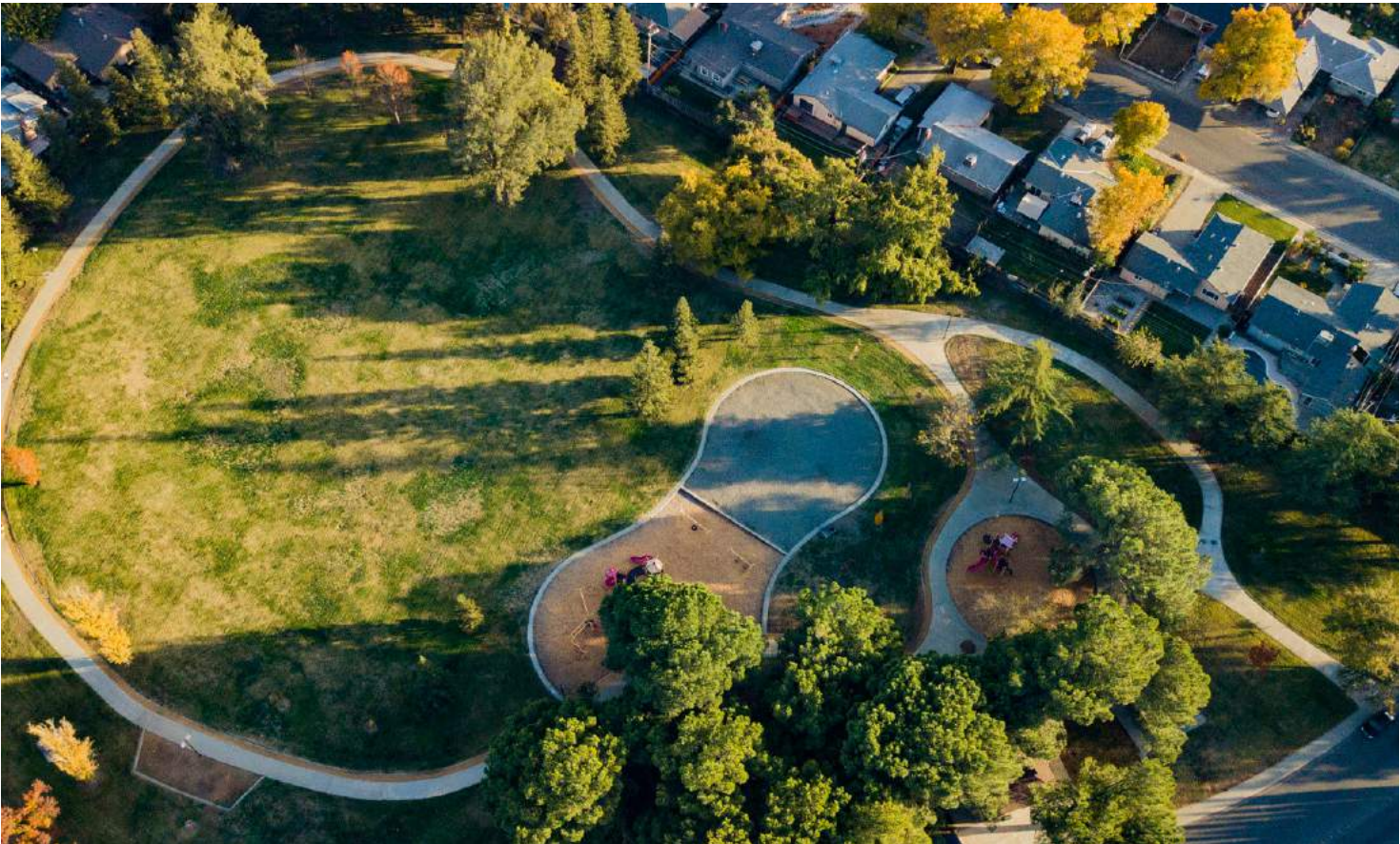
HISTORICAL CHANGE IN THE COMMUNITY TREE RESOURCE

Woodland’s community tree resource is a dynamic resource, changing over time. Since 2010:

- Since 2010, the inventory has grown by 1,026 trees (a 7.8% increase)
- The number of unique species has increased by 30 species (21.4%).
- Canopy cover from community trees has increased by 48.9 acres (11.2%).
- Annual energy benefits increased by \$142,289 (116.6%).
- Tree species exceeding 10% of the total population doubled, to a total of two species (a 100% increase).

Overall, environmental benefits from the community tree resource have increased 57.7% from 2010 to 2017. Annual energy benefits experienced the greatest increase, from \$122,007 to \$264,056. As existing young trees continue to grow, these benefits are expected to increase.







TREE CARE OPERATIONS

Several departments within the City of Woodland have influence over the management of the urban forest, including Community Development, Community Services, and Public Works.

STAFF, TRAINING, AND EQUIPMENT

Urban forestry operations are mainly led by the Park Superintendent of the Community Services department, and the Park Superintendent also serves as the Urban Forester. The Park Superintendent has authority over all City trees and handles the managerial responsibilities of urban forestry practices. One full-time senior tree trimmer supervises field work and pruning. The City provides hands-on training to any staff handling tree maintenance equipment, including chainsaw, chipper, and lift-truck safety. Field work is conducted by 5-6 temporary workers each year.

TREE MANAGEMENT

CYCLICAL TREE MAINTENANCE

It is generally beneficial to perform young tree training and specialized tree pruning of high-value and heritage trees in-house, with a greater understanding and control over the desired outcome. However, for routine and large-scale cyclical pruning operations, it is often more efficient and cost-effective to contract with a professional tree care company. Contracting high-volume, routine tree pruning also reduces the risk and liability to the City, especially on heavily trafficked arterial streets.

The City has a stated policy of providing cyclical maintenance to public trees on a 7-year cycle. In addition to timely maintenance and clearance pruning, a 7-year cycle allows for a regular assessment of the condition, structure, and overall

health of each tree. The current, approximately 10-year cycle is less than ideal and does not provide an opportunity for either identifying or resolving issues before they become critical. Trees in this maintenance cycle are pruned by contractors. The Parks Superintendent monitors and manages the pruning work from an administrative level while the Senior Tree Trimmer supervises contractors in the field.

The primary cause for delays in the maintenance cycle was the result of the economic recession in 2008. During 2008 and 2009 the forestry budget did not receive the annual \$100,000 to conduct contract pruning. Instead, they only received \$36,000 per year. Two years of reduced budget created delays in the pruning cycle. The \$100,000 for contract pruning is now a permanent component of the budget.

While there are no significant cycle buster species, some trees in core areas cost more and take more time to prune,. Managing those areas can delay the regular maintenance cycle. For instance, downtown trees could potentially throw off the pruning cycle if they were contracted out, so they are currently maintained in-house every 2-years.

PRUNING PLANS

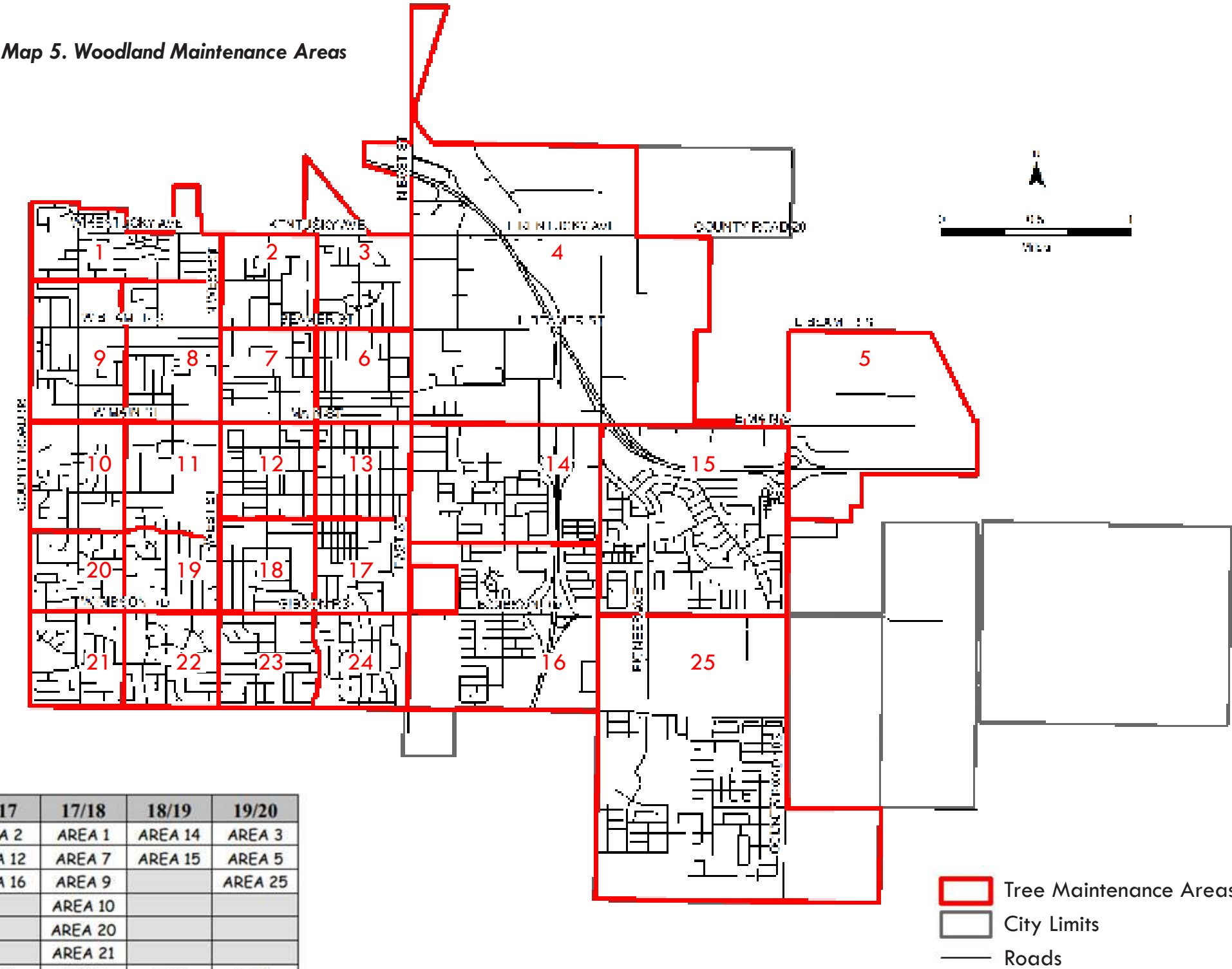
Written work plans are required for commercial contractors that identify the tree species, location, need for pruning, and the scope of pruning. When multiple reasons for pruning exist, they are prioritized from highest to lowest. A separate plan is needed for each tree. For groups of trees of the same species with similar pruning needs, one plan is sufficient.

For all City departments and agencies, work plans are developed either for individual trees or for groups of trees, such as trees along streets, in parks, or on the grounds of public buildings. Plans must include species, location, need for pruning and the scope of pruning. Pruning plans must also specify the species to be pruned. Work plans are required to be available at work sites during pruning operations.

TREE CANOPY BY TREE MAINTENANCE AREAS

To address the maintenance needs of trees in Woodland, the City has developed 25 maintenance zones where pruning and other maintenance are scheduled on a 7-year cycle (Figure 12, Map 5). Maintenance requirements are impacted when different parts of the City have significantly different numbers of public trees. A balanced distribution across maintenance zones distributes the pruning and maintenance needs more equally. This helps the City forecast the budget and manage worker hours.

The City provides a Woodland Tree Pruning Schedule and a Woodland Tree Pruning Service Zone Map from the City website.



Fiscal Year	13/14	14/15	15/16	16/17	17/18	18/19	19/20
	AREA 6	AREA 13	AREA 17	AREA 2	AREA 1	AREA 14	AREA 3
			AREA 18	AREA 12	AREA 7	AREA 15	AREA 5
				AREA 16	AREA 9		AREA 25
					AREA 10		
					AREA 20		
					AREA 21		
Status / Date Completed	Last Completed 14/15	Last Completed 15/16	Last Completed 17/18	Last Completed 16/17/18	Last Completed 08/09	Last Completed 09/10	Last Completed 12/13

Figure 12. Urban Forestry ROW Maintenance Schedule



TREE REMOVALS

The City of Woodland removes approximately 200 trees per year, of which approximately 40 are large trees with a DBH greater than 30 inches. Large trees are generally moved by contractors while smaller trees are removed by in-house crews. The City typically performs tree removals as part of a regional tree project. As such, annual tree removals generally occur during the same stretch of the year. A few months later the stumps are removed. The projects are ordered this way so that the City can plant new trees in autumn through spring. Stump removals cannot be performed by just one person, so work can be delayed when there are staffing gaps due to employment turnover.

The City also issues a tree pruning/removal permit for homeowners who would like to have a City tree pruned or removed at the homeowner's expense. Every situation is evaluated by the urban forest group before the permit is issued.

HAZARD RESPONSE REQUESTS AND RISK INSPECTIONS

The City responds to hazardous tree emergency calls during normal operational hours from 7:30 am to 4:00 pm. Residents are urged to contact the Yolo County Communications for afterhours tree emergencies.

The City does not have a formalized Risk Management Plan, but forestry workers aim to conduct a complete risk analysis every 5-years. Priority is given to large oaks in the downtown core, which are older trees that often contain structural bracing. Currently, two staff members are Tree Risk Assessment Qualified (TRAQ) certified.

HYBRID LIFT TRUCK IMPROVES EFFICIENCY AND CONSERVATION

In 2018, The City of Woodland replaced their older, worn out lift truck with a new hybrid high-reach bucket truck. The new truck runs on both electric and diesel and promotes greater efficiency, fuel economy, and results in less impacts on the environment.

The Altec High-Reach truck, which includes a chip dump box, replaces three older model and less fuel efficient vehicles, including a bucket truck (no chip box), a chip truck, and a large dump truck.

The new truck is better for the environment and will run up to 2-hours on the battery alone. Because the truck is very quiet, it reduces noise pollution and facilitates better crew communications and a safer work environment. In addition, the new truck has greater articulation in the boom, allowing tree workers better access to the canopy and increased safety around utilities. It allows tree workers to reach limbs that are 75 feet in the air (10 feet higher than the previous lift truck) in a safe and efficient manner.

A platform that is mounted over the cab includes a railing, non-skid surface, and tie off points for fall protection. This provides an ideal working surface and allows tree workers to easily reach and perform maintenance and address clearance issues

for street and right-of-way trees, often without employing the aerial lift.

Since the new truck qualifies for California's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) Program, the City received credits that reduced the overall purchase price by approximately 15%. The HVIP Program is a partnership between CALSTART and the California Air Resources Board, that offsets the higher purchasing price of cleaner trucks, recognizing that "trucks and buses are responsible for 37% of California's greenhouse gas and criteria emissions." (californiahvip.org). The hybrid lift truck also furthers the goals of Woodland's Climate Action Plan (2035 CAP).





TREE PLANTING AND TREE MITIGATION

The City of Woodland partners with the Woodland Tree Foundation to improve Woodland through the planting of trees. There are two types of plantings where the Woodland Tree Foundation and the City collaborate based on whether the site is public or private.

For plantings on private properties, the Woodland Tree Foundation first contacts USA North 811 to get a map of utilities on the site. As part of this process, Woodland Tree Foundation is required to take pictures of every site to document the process. The City delivers trees to the site and provide stakes, then volunteers plant the trees. These planting projects typically plant around 40 trees over a weekend. These projects are typically planting new trees.

For plantings on public properties, the City performs more tasks. First, the City contacts USA North 811 to get a map of utilities on the site. Then the City removes any existing dead trees, pre-digs holes, buys and delivers trees, and prepares the planting sites. The trees are planted by a combination of Woodland Tree Foundation volunteers and City staff. The Woodland Tree Foundation plants trees at public sites including; parks, rights-of-way, government parcels, schools, public and nonprofit housing sites, and fairgrounds (which are owned by the state but managed locally). These projects are typically planting replacement trees.

IRRIGATION PRACTICES

For many years, the City relied on well-water to irrigate newly planted trees. Because of the high mineral content of the well-water, tree establishment was hindered. In recent years, the City has utilized water from the river to irrigate and thus far, managers have observed more success with plantings, as well as, have been able to leach the high concentrations of Boron from the soil in some parts of the City.

REDUCING CARBON AND IMPROVING SOIL CONDITIONS = WIN, WIN!

Woodland is home to one of America's leading thermochemical biomass technology development facilities. West Biofuels Woodland Development Center conducts research and pilot testing for the advancement of biomass gasification technology and the conversion of organics into higher value fuels and chemicals (westbiofuels.com). One of their processes, a rotary gasification system, converts biomass (wood chips and nut shells from forestry, agricultural, and construction operations) into heat and/or power generation. A byproduct of this process is biochar.

Biochar, a type of charcoal that is highly stable, rich in carbon, and fine grained, is generating a great deal of interest as a valuable soil amendment for urban forestry and agricultural operations. Biochar is produced through a modern pyrolysis process that facilitates thermal decomposition of plant biomass



in an anaerobic environment (absent oxygen) to prevent combustion. Research in biochar is showing many potential benefits for trees and other crops, including:

- Increased soil fertility
- Increased water retention and availability
- Increased agricultural productivity
- Protection against some foliar and soil-borne diseases
- Carbon sequestration and mitigation of climate change

Interestingly, there is evidence that some pre-Columbian Amazon tribes produced biochar by smoldering agricultural wastes and then used the biochar to enhance soil productivity.



The City of Woodland is specifying the incorporation of biochar into the soil for new planting sites. Incorporation of biochar modifies and conditions heavy clay soils, promotes better soil texture, increases holding capacity and availability of water and nutrients, and promotes better tree establishment. Unlike other gasification systems, West Biofuels does not use the biochar to filter the product gas. As a result, the biochar remains free of tars and other undesirable contaminants and the natural filtering ability remains intact.

In addition to increased soil fertility and tree health, incorporating biochar into the soil removes carbon from the atmosphere. Biochar is high in carbon and very stable, when incorporated into the soil, it can sequester (or store) carbon for hundreds of thousands of years (Lehmann/Winsley, 2007). Biochar that is produced and used in Woodland further reduces the carbon footprint by eliminating the need to transport the material long distance. Sequestering the biochar into local soils supports the City's Climate Action Plan (2035 CAP). In the future, there may be opportunities to direct some of the biomass generated by forestry operations into the local biochar production.



Image Source: BiocharNow

FUNDING

Stable and predictable funding is critical to effective and efficient management of the urban forest. Trees are living organisms, constantly growing and changing over time and in response to their environment. There are several factors that affect tree health and structure, including nutrition, available water, pests, disease, wind, and humidity. While it might seem like most changes to trees take a long time to occur, some specific maintenance is critical at certain stages of life. For instance, young trees benefit greatly from early structural pruning and training. Minor corrections that are simple can be applied with low costs when a tree is young. However, if left unattended they can evolve into very expensive structural issues and increase liability as trees mature. At which point it may be impossible to correct the issue without causing greater harm. Then again, over-mature trees often require more frequent inspection and removal of dead or dying limbs to reduce the risk of unexpected failure. A stable budget allows urban forest managers to program the necessary tree care at the appropriate life stage when it is most beneficial and cost effective.

The 2018 forestry budget is funded through the General Fund and Landscape and Lighting Districts (Table 5). The level of maintenance for public trees is highly dependent upon location. Trees in residential areas are either in the Landscape and Lighting Districts (LLDs) or General Fund areas. For LLDs, maintenance is funded through Mello-Roos funds and/or a portion of property tax. The availability of funds can vary greatly between districts and funds from one district cannot legally be used to maintain trees in another. The amount of available funding has an impact on the timing and opportunities

for tree care within those districts. Because Woodland has experienced growth, the existing LLDs no longer have an equal population of trees.

Urban forestry funding from the General Fund (\$381,355) amounts to 0.7% of the overall General Fund (\$54,720,701) (Figure 13). However, the total urban forestry budget (\$661,140) for administration, maintenance, and tree planting (Table 6) is approximately 0.4% of the overall municipal budget (\$158,244,533). This is below the national average of 0.5% for municipalities with a population between 50,000 and 99,999 (Hauer and Peterson, 2016).

2018 Urban Forestry Budget	
2018 Urban Forestry General Fund budget	\$381,355
2018 Landscape and Lighting Districts budget	\$277,430
Total Budget	\$658,785

Table 5. 2018 Urban Forestry Budget

2018 Urban Forestry Budget Allocations	
Annual Tree Planting Budget	\$10,449
Annual Pruning Cost	\$212,872
Annual Tree and Stump Removal Costs	\$51,211
Annual Pest and Disease Control	\$2,572
Annual Storm and Litter Cleanup	\$24,497
Annual Litigation and Settlements of Tree Related Claims	\$8,119
Annual Establishment	\$2,443
Annual Administration Cost	\$346,623
Total Budget	\$658,785

Table 6. 2018 Urban Forestry Budget Allocations

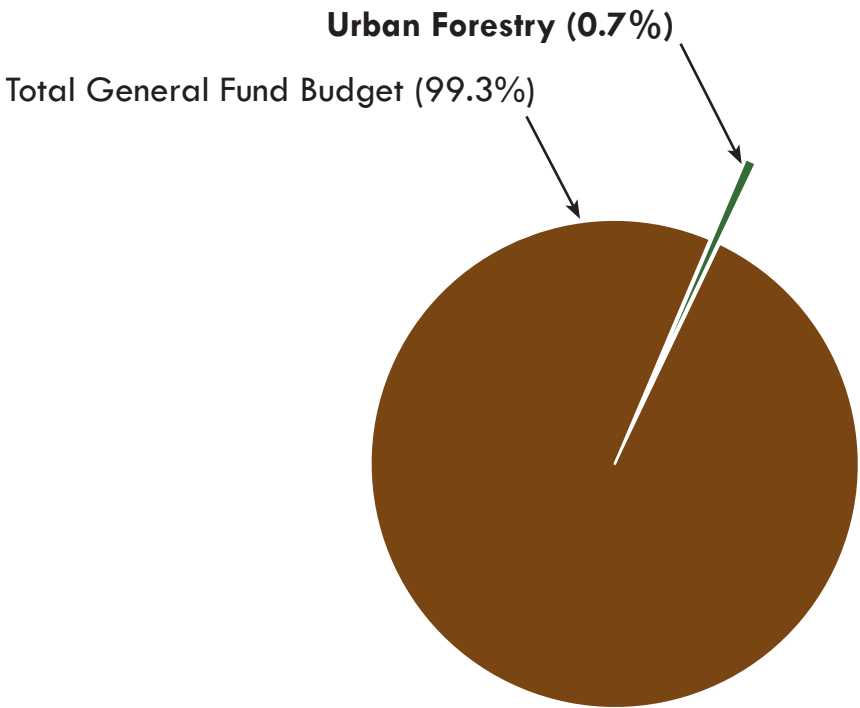


Figure 13. 2018 Urban Forestry allocation of the General Fund Annual Budget compared to the Total General Fund Budget



POLICIES AND REGULATIONS

STATE AND FEDERAL REGULATIONS

CALIFORNIA URBAN FORESTRY ACT

Section 4799.06-4799.12 of the California Public Resources Code defines a chapter known as the California Urban Forestry Act. The act defines trees as a “vital resource in the urban environment and as an important psychological link with nature for the urban dweller” The act also enumerates the many environmental, energy, economic, and health benefits that urban forests provide to communities.

The purpose of the act is to promote urban forest resources and minimize the decline of urban forests in the state of California. To this end, the act facilitates the creation of permanent jobs related to urban forestry and encourages coordination with state and local agencies to reduce or eliminate tree loss, and prevent the introduction and spread of pests. The act grants the authority to create agencies and mandates that urban forestry departments shall provide technical assistance to urban areas across many disciplines. The act also authorizes and recommends numerous funding tools to achieve these goals.

PUBLIC PARK PRESERVATION ACT

In addition to the protections provided by the California Urban Forestry Act, the Public Park Preservation Act of 1971 ensures that any public parkland converted to non-recreational uses is replaced to serve the same community.

MIGRATORY BIRD TREATY ACT

Passed by Congress in 1918, which defines that it is unlawful to pursue, hunt, take, capture, kill, possess, sell, purchase, barter, import, export, or transport any migratory bird, or any part, nest, or egg or any such bird, unless authorized under a permit issued by the Secretary of the Interior.

The Migratory Bird Treaty Act can impact forestry operations during times when birds are nesting and may delay work in order to avoid violating the MBTA.

ENDANGERED SPECIES ACT

Signed in 1973, the Endangered Species Act provides for the conservation of species that are endangered or threatened throughout all or a significant portion of their range, and the conservation of the ecosystems on which they depend.

The listing of a species as endangered makes it illegal to "take" (harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or attempt to do these things) that species. Similar prohibitions usually extend to threatened species. Model Water Efficient Landscape Ordinance.

To promote the conservation and efficient use of water and to prevent the waste of water, Model Water Efficient Landscape Ordinance (MWELo) was adopted in 2009 and later revised in 2015, requiring increases in water efficiency standards for new and retrofitted landscapes through the use of more efficient irrigation systems, graywater usage, and onsite stormwater capture, and by limiting the portion of landscapes that can be covered in turf.

CALIFORNIA SENATE BILL No. 606 AND No. 1668

Approved by Governor Jerry Brown in May 31, 2018 require cities and water districts to set permanent water conservation rules, even in non-drought years. Under the bills, each urban water provider will be required to set a target water use goals that must be approved by the State Water Resource Control Board by 2022, if agencies fail to meet these goals, potential fines as high as \$10,000 a day may be issued. Standards are based on 55 gallons per person per day for indoor water use (later decreasing to 50 gallons by 2030) and regional based standards for outdoor use.

CALIFORNIA SOLAR SHADE ACT

Passed in 1978, the Solar Shade Control Act supported alternative energy devices, such as solar collectors, and required specific and limited controls on trees and shrubs. Revised in 2009, the Act restricted the placement of trees or shrubs that cast a shadow greater than 10 percent of an adjacent existing solar collector’s absorption area upon the solar collector surface at any one time between the hours of 10am and 2pm.

The Act exempts trees or shrubs that were planted prior to the installation of a solar collector, trees or shrubs on land dedicated to commercial agricultural crops, replacement trees or shrubs that were planted prior to the installation of a solar collector and subsequently died or were removed (for the protection of public health, safety, and the environment) after the installation of a solar collector, and trees or shrubs subject to city and county ordinance

CITY ORDINANCE

Although City ordinance states that jurisdiction for public trees falls under Public Works, these responsibilities and powers are now the jurisdiction of Community Services.

CHAPTER 20A

References City ordinances related to trees, including: tree related definitions, role of the Director of Public Works, composition and procedural rules of the Parks and Recreation Commission, activities requiring tree permits, exempted tree activities, tree permits, appeals process for permits, tree plans for development projects, tree replacement programs, liability/responsibility, public nuisance, emergency response, stop work orders, stop work orders appeal process, and violation penalties.

The amended Chapter 20A was adopted on October 6, 2009 from Ord. No. 1510. The former Ch. 20A pertained to the same subject matter and derived from Ord. No. 1230; Ord. No. 1300; and Ord. No. 1412. The amendment updated Chapter 20A in its entirety. As such, all sections in this chapter were also updated on October 6, 2009.

SEC. 20A-1-090

States that an application for a development project shall be accompanied by a tree plan which includes a contour map, identification of protected trees, a program to preserve protected trees, a program to replace trees, and any proposed changes to existing trees.

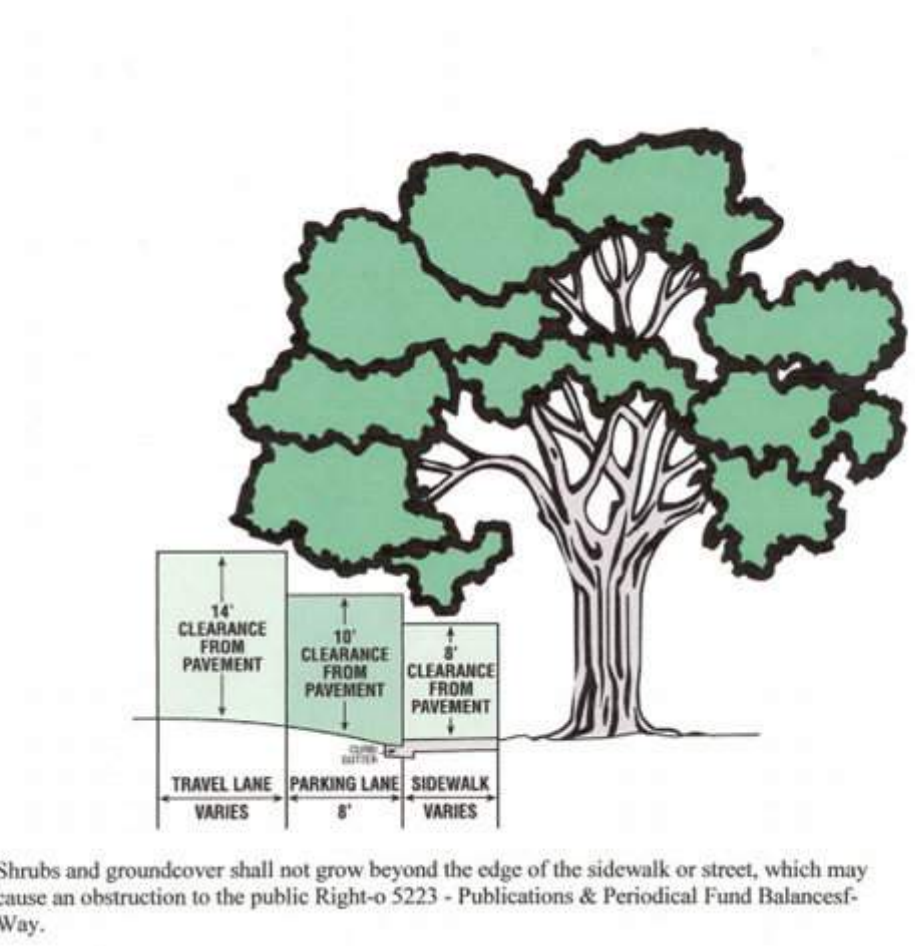
SECTION 20-3-1

Defines the required improvements in connection with new buildings or land uses. No building or use permit for the construction or improvement of any structure or the use of any land for which a permit or occupancy certificate is required shall be issued unless the permittee constructs, repairs or

provides the following improvements in accordance with the City Standard Specifications and Details or as otherwise required by the Director of Public Works. The section also defines requirements for tree plantings on lots and tree planting easements. The section was adopted from Ord. No. 1201, on November 15, 2010.

SECTION 2-7-28

Defines the authority of the Parks and Recreation Commission to also act as the tree commission. The Parks and Recreation Commission shall act as the Tree Commission in an advisory capacity in matters pertaining to the planting and maintenance of trees growing on public property, including public easements, but excluding City parks, and within tree maintenance strips as



defined in Section 20A-1-20. The section was adopted from Ord. No. 935; Ord. No. 1281, Ord. No. 1412; and Ord. No. 1467, on November 18, 2013.

SECTION 25-22-10

General provisions of landscaping require trees to be planted and existing trees to be protected. These regulations apply to all new construction except dwelling structures of three units or less on one parcel of land. Existing trees shall be protected by planters with a minimum radius of the drip line of the tree or 50-percent of drip line plus modifications to paved area allowing for aeration and water penetration. Alternative treatments will be considered. One tree must be planted at least every 35-feet along a public right-of-way. The maximum spacing between trees shall be equal to the mature spread of the trees selected. Special consideration may be given to variety and spacing of trees as they relate to proposed signing of the property. Adopted from Ord. No. 1577, on March 5, 2015.

GENERAL PLAN 2035

The 2035 General Plan is a policy document for the long-range development of the City of Woodland. It provides the direction for the future growth of the City and articulates a vision of what Woodland aspires to be. The Plan draws its aspirations and goals from the community at large: residents, business owners, and elected officials, and translates these ideas into a set of policies and actions for present and future generations. The document outlines a vision for Woodland’s long-term physical and economic development and community enhancement. Several components directly relate to the management of trees:

Land Use, Community Design, and Historic Preservation Element. Describes the land use patterns and landscape ideals of specific zoning areas. All the urban form designations include large canopy trees to provide shade, environmental benefits, and beautification.

Policy 2.C.4 Resource Efficiency. Encourage and incentivize buildings to be constructed so that they consume less energy, water, and other resources; allow natural ventilation; use daylight effectively; reduce stormwater runoff; and facilitate the use of clean energy whenever possible. Use trees for cooling, energy conservation, and to improve air quality.

Policy 2.E.5 View Corridors. Create attractive view corridors that frame the streets with distinctive buildings, trees, and other landscaping complemented by well-designed and integrated signage. At community entry points, provide a clear, physical sense of arrival into the community.

Policy 2.G.4 Public Realm. Enhance the safety and character of existing neighborhoods by implementing public realm improvements, such as street lighting and utility undergrounding where needed, and encouraging upkeep and investment by private property owners.

Policy 2.I.3 Green Streets. Provide continuous shade trees along Woodland's key corridors, integrate low-impact development (LID) drainage facilities to manage stormwater runoff within the public right-of-way, and include Class I or Class II bike facilities where possible.

Policy 3.A.11 New Development. Require all new development to provide convenient bicycle and pedestrian environments and access through building orientation, site layout, traffic management, and connections to transit service and local commercial and community facilities. Development must provide appropriate pedestrian amenities such as street lighting, benches, arcades, canopies, shade trees, art, and seating areas.

Policy 3.B.1 Complete Street Requirements and Green Streets. To the extent feasible, all new street construction and reconstruction shall be designed to achieve complete streets. Designs should accommodate mobility for all users, including bicyclists, pedestrians, transit vehicles, and motorists, appropriate to the function and context of the facility. The needs of all roadway users including vulnerable populations such as young children, seniors, and people with disabilities, should be considered when determining roadway widths and other barriers to travel, especially near schools, parks, senior centers, community centers, and other activity hubs. Require street design to incorporate adequate landscaping, including street trees and landscaped medians and/or parkway strips, in order to increase shade, minimize runoff, and create a comfortable and visually attractive environment.

Policy 3.H.3 Parking Lot Design. Require that parking lots be designed to minimize heat island effects, have significant tree canopies with ample landscape areas designed to pre-treat stormwater runoff where feasible, and ensure pedestrian access.

Policy 5.C.12 Park Design. Ensure that the City's parks, open space, and recreational resources and facilities include a variety of amenities and features to meet the needs of the diverse Woodland community. Consider the following factors in the design of new and renovated parks and recreation facilities:

- Safety
- Security
- Maintenance
- Water conservation / use of recycled water
- Urban forest canopy
- Accessibility
- Travel distance of users

- Passive vs. active use areas
- Restroom facilities
- Drinking fountains
- Bike access and accommodations
- Citizen input
- Adequacy of off-street parking
- Flexibility for programming activities
- Lighting
- Small community gardens, as appropriate

Policy 5.I.4 Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features include canopy trees or shrubs to absorb rainwater.

Policy 5.K.3 Undergrounding of Utilities. Require undergrounding of utility lines in new development and as areas are redeveloped.

7.4, CO 7-24 Soil Resources. Most of the soils in Woodland can be characterized as fine, poorly drained, with a high percentage of organic matter. For Development purposes, there should be considerations for changes in moisture and erosion.

Policy 7.B.8 Native and Compatible Non-Native Plant Species. Require developers to use native and compatible non-native species, especially drought-resistant species, to the extent possible in order to preserve the visual integrity of the landscape, provide benefits for native wildlife, and ensure that a variety of plants suited to the region are maintained. (EIR Mitigation Measure 4.4-2a).

Policy 7.B.9 Tree Canopy. Manage, enhance, and improve the City’s tree canopy as a valuable ecological resource.

Policy 7.B.10 Urban Forest Management Plan. Establish an Urban Forest Management Plan, overseen by a licensed arborist, to guide the protection and enhancement of the urban forest. Work with agencies such as the Woodland Tree Foundation in this effort.

Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and special-status plant and wildlife habitats.

Policy 7.F.4 Landscaping to Improve Air Quality. Promote the increase of community-wide tree canopy and the use of plants and trees that are efficient pollutant absorbers.

CLIMATE ACTION PLAN (CAP)

The City of Woodland 2035 Climate Action Plan is a planning document that provides community-generated strategies to guide the City, its residents, and local businesses in reducing greenhouse gas (GHG) emissions consistent with State goals for addressing California's contributions to climate change. The 2035 CAP was adopted in May 2017 and is an expanded version of the Preliminary 2020 CAP, which was adopted in July 2014.

Urban Forest and Open Space is one of six focus areas of the City’s 2035 Climate Action Plan (CAP). Developing and adopting a UFMP aimed at expanding canopy cover to 25% by 2035 with objectives that include greenhouse gas reduction, air quality improvement, energy conservation, stormwater runoff management, and noninterference with utility lines is the first strategy (Strategy UF-1) under Objective I (Increase Community Tree Canopy) of the Urban Forest and Open Space section of the CAP.

The CAP encourages the UFMP to include consideration of planting mediums, planting techniques, and soil amendments that can provide multiple benefits, such as the use of biochar as a soil amendment with potential carbon sequestration capability and planting systems that intercept and store or absorb runoff. Further, the CAP encourages a sustainable funding strategy to be developed as part of the UFMP. The CAP calls for increasing Woodland’s urban forest with a net increase of 10,500 trees planted along streets, in parking lots, and in open space areas and 6,000 building shade trees by 2035. The CAP also recommends that the City adopt and implement a policy of no net loss of City-maintained trees:

Every City tree removed or lost due to disease or other cause must be replaced within 1-year, either on the basis of trunk diameter or based on offsetting the canopy area of any tree removed with the aggregate canopy area of the replacement tree(s), estimated at 2-years following planting.

Additional strategies included in the Urban Forest and Open Space section include increased tree planting, maintenance of existing trees, public education, and open space preservation.

ENVIRONMENTAL IMPACT STATEMENT/
ENVIRONMENTAL IMPACT REPORT (EIS/
EIR)

The Environmental Impact Statement/Environmental Impact Report (EIS/EIR) examines the potential environmental impacts on native species, soils, and natural areas by the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP or Plan), which is a comprehensive, county-wide plan to provide for the conservation of 12 sensitive species and the natural communities and agricultural land in Woodland and other surrounding communities.

Special considerations are identified in terms of developing rural and urban land, which can result in the removal of trees, which can result in changes in aesthetics and stormwater.

SPRING LAKE SPECIFIC PLAN

Spring Lake is a community that comprises the Southeast portion of Woodland. Spring Lake comprises 1,097 acres of land located primarily south of Gibson Road between State Route 113 and County Road 102. When completely built out, the Spring Lake Specific Plan (SLSP) area will include more than 4,000 housing units, neighborhood-serving commercial uses, schools, parks, and a full array of municipal services.

The SLSP combined elements of the General Plan and Zoning Ordinance into a single document tailored to the SLSP area. The document provides applicable policy, land use regulations, and design standards, as well as identify infrastructure, phasing, and financing. The SLSP guides and controls orderly and systematic development of the area to create a desirable extension of Woodland's existing character and traditional neighborhoods. Upon adoption of the SLSP, all individual development projects (including the issuance of any discretionary land use entitlement) within the project area is subject to the requirements of the SLSP. Most relevant to the UFMP, the SLSP provides a user-friendly document which details goals, plans, and requirements related to the urban forest. Spring Lake represents an opportunity to enhance canopy cover across Woodland because the development is over 1,000 acres. The SLSP mandates that all reasonable attempts be made to preserve and protect existing trees within the area as build-out occurs and provides options for tree mitigation through project development review.

REGIONAL GREENPRINT

Founded by the Sacramento Tree Foundation, the Greenprint Initiative is a vision to enhance the quality of life in the greater Sacramento region by expanding the urban forest and maximizing the benefits of trees. The Greenprint Program provides a roadmap for mobilizing and empowering community partners and volunteers to plant 5 million trees in the Sacramento region. The program partners with elected officials, service and faith groups, businesses, youth, and individual volunteers.

Local jurisdictions invest in the Greenprint by becoming Greenprint Members and in return receive services aimed at developing partnerships with community members and local businesses. Greenprint Members commit to developing local urban forest initiatives that are specific to and appropriate for their community.

Greenprint has set a regional canopy cover goal of 35%. Currently, Woodland has a canopy cover of 14.5%. Woodland joined Sacramento Tree Foundation's Greenprint Initiative in 2001 and membership continues to the current day.

OUTDOOR CONSERVATION DROUGHT MANAGEMENT

Woodland has a tip-line to help catch and stop water waste. When residents see a water use violation, they can contact the City's Water Conservation staff in the Environmental Services Division. The Water Conservation team also provides information for the community emphasizing the importance of trees.

Woodland promotes "water-wise" landscapes that rely on native and drought tolerant plants while ensuring adequate water for existing and new trees. Water-wise landscapes draw much less water during peak water-use months, reduce the potential for discharge of pollutants into the stormwater system, and provide welcome habitat for beneficial insects and birds. The City hosts a free water-wise residential landscape tour each year that promotes creative alternatives to turf. In addition, the City's website provides planting plans for water-wise mow strips that provide guidance on plant (and tree) selection and placement.

2,400 TREES CAMPAIGN

The 2,400 Trees Campaign was a community-wide effort coordinated jointly by the City of Woodland and the Woodland Tree Foundation with funding assistance from PG&E and the John & Eunice Davidson Fund. The campaign goal of planting 2,400 trees in 24-months (July 2014 to June 2016) was achieved in March 2016 with the planting of trees in the Legacy Tree Grove on Arbor Day.

**FREE TREES FOR SHADE AND ENERGY
CONSERVATION**

The Woodland Tree Foundation offers free shade trees to residents of Woodland. The goal of the shade tree program is to conserve energy through the shade of 200 new trees annually. Up to two medium or large size shade trees are offered per residential property. Volunteers plant the trees for private property owners. The program is currently funded through a grant from CAL FIRE. In previous years, both the Woodland Tree Foundation and the City have paid for the shade trees.

LEGACY GROVE MEMORIAL PROGRAM

Located at the Woodland Community and Senior Center, Woodland's Legacy Grove provides an opportunity for the public to honor a person, family, or group. With support from the City Council, the City of Woodland, and volunteers from the Woodland Tree Foundation worked together to plant the Legacy Grove, following a plan by design professional Jerry Stacionis.

Woodland's Legacy Grove offers supporters three ways to honor a person, family, or group:

- Dedicate a Tree
- Dedicate a Bench
- Become a Legacy Grove Founder

STORMWATER MANAGEMENT

Stormwater in Woodland is not treated, unlike the wastewater that flows through the sanitary sewer system to Woodland's Water Pollution Control Facility. Stormwater is released directly to local waterways. The stormwater is conveyed from west to east through canals and pipes to a pump station where it is pumped into a canal that flows from the Yolo Bypass to the Tule Canal. The canal in turn, feeds into the Sacramento River. The urban forest directly benefits stormwater management because trees act as miniature reservoirs during rainfall. This slows and reduces the amount of stormwater flushed into the drainage system. To minimize water pollution from tree care operations, Woodland recommends that individuals use pesticides and fertilizers sparingly and do not over-water lawns. Pouring or washing any materials that are potentially harmful to the environment into gutters and drain inlets is considered an illegal discharge.

The City follows the California Stormwater Quality Association's (CASQA) Stormwater Best Management Practices for Construction.



TREE PROTECTION

The City protects valley oak trees with a DBH greater than 30-inches in new developments. Projects must include a tree plan that includes the preservation of street trees, heritage, specimen, landmark trees and trees with aesthetic value. Heritage trees are healthy valley oak trees with a DBH of 33-inches or more. Landmark trees are trees which have been designated by the City Council as having historical or public significance. Trees with aesthetic value are healthy trees with a DBH of 9-inches or more. Street trees are public trees located within the right-of-way.

EMERGENCY RESPONSE

Private property owners can act to reduce danger from a tree in the event of an emergency that would otherwise constitute a violation of municipal regulations. When an emergency action is taken, the owner must notify the director of Community Services (or designated representative) by the next working day.

TECHNICAL TREE PLANTING GUIDELINES

Tree Planting Guidelines are established by the Municipal Engineering Standards Chapter 13.04. This section of the Engineering Standards defines minimum spacing of streetscape elements from trees. Section 13.04 also defines traffic sight distance restrictions.

INTEGRATED PEST MANAGEMENT

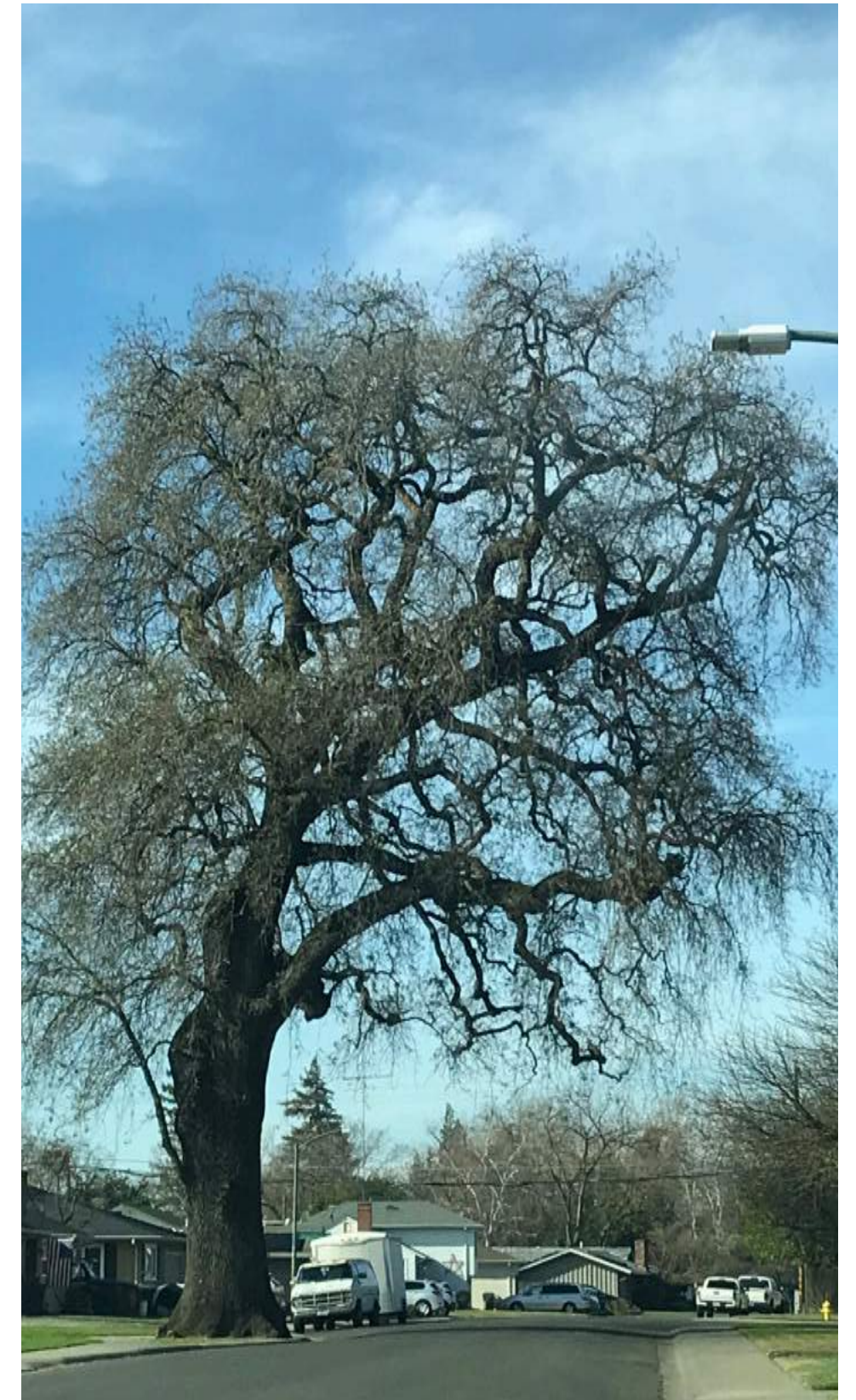
Insects, diseases, and invasive weeds threaten California's natural environments as well as homes, gardens, and agriculture. Woodland adheres to California's Statewide Pest Management Program. The program is based on sound scientific methods from collaborative research developed through the University of California's Department of Agriculture and Natural Resources.

BIOMASS DISPOSAL AND UTILIZATION

Residents can participate in backyard composting and vermicomposting and receive \$100 in rebates from the citywide collection and composting from the City. There is also citywide residential organics collection.

TREE REBATE PROGRAM

City of Woodland's Tree Rebate Program, through the City, reimburses property owners the purchase price of residential street tree(s) up to \$75 per address. Trees must be on the Master Street Tree List to qualify for the rebate.



URBAN FORESTRY PARTNERS

The urban forest has an impact on every resident, visitor, property owner, and business in Woodland. The benefits of the community's trees extend beyond City limits and the responsibility for their care and protection is shared by many individuals, volunteers, nonprofit organizations, City departments, and tree care professionals. The engagement and contribution of urban forest stakeholders was integral to the development of the Urban Forest Master Plan.

COMMUNITY SERVICES DEPARTMENT

Woodland Community Services Department creates and enhances the quality of life for Woodland residents and visitors by providing a diverse array of programs, services, and recreational facilities. The department consists of four divisions including the Parks and Urban Forestry division. As of the publication of the Plan, the Parks Superintendent also serves as the City Forester

PUBLIC WORKS

Among other duties, the Public Works Department is responsible for maintaining the City's infrastructure. Proper species selection and adequate planting space can significantly reduce conflicts between trees and other infrastructure, which is of primary concern to the Department.

PARKS AND RECREATION COMMISSION (URBAN FOREST COMMITTEE)

The Parks and Recreation Commission provides leadership in management, evaluation, and outreach efforts for the Community Services Department. The commission largely serves in an advisory role. The commission conducts hearings and acts upon matters within the tree commission's jurisdiction.

The commission also provides recommendations to the City Council regarding the planting and maintaining of trees. Within the commission, the Urban Forest Committee meets quarterly with Parks staff and/or the Urban Forester and reports to the Commission and City Council.

ENVIRONMENTAL SERVICES

Environmental Services is a division of the public works department. Environmental Services supports community stewardship of natural resources and the City's compliance with federal, state, and local environmental laws and regulations. Environmental Services educates the public about environmental regulatory compliance and promotes conservation. Environmental Services tackles issues including:

- Energy conservation
- Reductions in greenhouse gas emissions
- Air quality
- Stormwater quality
- Water conservation

COMMUNITY DEVELOPMENT DEPARTMENT

The Community Development Department is responsible for administering the City's General Plan, zoning ordinance, and California Environmental Quality Act Guidelines, as well as planning, designing, and reviewing plans for the City's infrastructure. In addition, the department manages the City's Building Code including the issuance of building permits and conducting inspections. This includes ensuring compliance with City codes.

WOODLAND FIRE DEPARTMENT

The UFMP does not have any impacts of concern on wildfire risk in Woodland.

YOLO COUNTY PUBLIC AGENCY RISK MANAGEMENT INSURANCE AUTHORITY

YCPARMIA is a special district agency formed through an exercise of joint powers by their participating members which includes counties, special districts, municipalities, libraries and agencies. YCPARMIA provides non-profit risk management, insurance, and safety services to our members within Yolo County. YCPARMIA collaborates with Woodland to develop strategies for managing community trees and mitigating municipal risk.

WOODLAND TREE FOUNDATION

The Woodland Tree Foundation (WTF) is a non-profit organization run by volunteers dedicated to improving Woodland through the planting of trees. Their motto is Building Community Through Canopy. In June 2000, a group of Woodland leaders came together to achieve a clear set of goals:

- To educate residents, local government, schools, local businesses and others in the community about the health, economic, and environmental benefits of a healthy tree canopy in Woodland.
- To plant and care for trees to beautify and cool Woodland streets and public spaces.
- To partner with the City, community groups, schools, businesses and individuals to stretch dollars and other resources on behalf of trees.

Since their formation in 2000, the WTF has worked cooperatively with the City to plant 4,761 trees in Woodland. Currently, the City purchases the trees for public spaces and WTF volunteers plant them. The City also generally pre-digs/augers holes for trees, provides tree stakes and other planting tools, and general support on the day of planting. The skill level of volunteers includes master gardeners on the

board who are expert tree pruners. In addition, the WTF was instrumental in securing grant funds from CAL FIRE's California Climate Investment Grant, which made the development of the UFMP and 1,200 tree plantings possible.

SACRAMENTO TREE FOUNDATION

Since 1982, the Sacramento Tree Foundation has been building partnerships and empowering communities to envision the best places to live and invest in their urban forest. The Sacramento Tree Foundation does this by educating, advocating and lending support for tree plantings. The Sacramento Tree Foundation's mission is to grow healthy, livable communities in the Sacramento region by empowering people to plant, protect, and learn about trees. They are leading the effort to plant 5 million trees in our region.

The Sacramento Tree Foundation relies on private-public partnerships to enable its success. Their core staff work hand-in-hand with a committed Board of Directors, an unmatched Technical Advisory Committee, and many business and civic partners.

CAL FIRE

Under the authority of the Urban Forestry Act (PRC 4799.06 - 4799.12), the California Department of Forestry and Fire Protection's (CAL FIRE) Urban & Community Forestry Program (CAL FIRE) works to expand and improve the management of trees and related vegetation in communities throughout California. The mission of CAL FIRE's Urban Forestry Program is to lead the effort to advance the development of sustainable urban and community forests in California. In support of this mission, the program administers grants, under Propositions 40 and 84, for projects, including tree planting, municipal

tree inventories, management plans, urban forest educational efforts, and other innovative urban forestry projects that advance the urban forestry efforts of California communities.

CALIFORNIA ReLEAF

California ReLeaf works statewide to promote alliances among community-based groups, individuals, industry, and government agencies, encouraging each to contribute to the livability of our cities and the protection of our environment by planting and caring for trees. California ReLeaf provides a wide range of programs including education, legislative advocacy, workshops, and grant management.

TREE DAVIS

The mission of Tree Davis is to enhance and expand the urban forest in the Davis area by teaching the community to plant and care for trees. Tree Davis partnered with WTF on the implementation of the CAL FIRE grant.

UTILITIES

Tree and utility conflicts are a common source of concern for electric providers. Trees that grow into power lines can cause electrical outages and fires. They can even conduct an electric shock to someone who touches a tree that is in contact with, or in close proximity to, a high-voltage line.

As the primary natural gas and electricity provider for Woodland, Pacific Gas & Electric (PG&E) is an important partner and stakeholder in the urban forestry program.

In California, all utility providers are subject to General Order 95; Rule 35 Vegetation Management (California Public Utilities Commission, revised 2012) and FAC-003-2 Transmission Vegetation Management (NERC), which outline

requirements for vegetation management in utility easements. These requirements include clearance tolerances for trees and other vegetation growing in proximity to overhead utilities.

Since 1995, PG&E has been recognized by the Arbor Day Foundation as a Tree Line USA. This program recognizes utilities that use best management practices to demonstrate that trees and utilities can co-exist. All PG&E line clearance and right-of-way tree care operations conform to American National Standards Institute (ANSI) A300 Integrated Vegetation Management – Part 7 and International Society of Arboriculture Best Management Practices for Utility Pruning of Trees and Integrated Vegetation Management. Because of the danger of electric shock, trees located under utility lines should be directionally pruned to provide clearance and/or reduce height only by trained, authorized line clearance personnel. Selecting small-stature tree species that are utility friendly for planting sites in utility rights-of-way can minimize the need for these maintenance activities.

City forestry staff coordinate with PG&E to facilitate vegetation management in utility corridors.

Valley Clean Energy (VCE) also provides electricity to Woodland. VCE is a joint powers authority that serves electricity to Woodland, Davis, and unincorporated areas of Yolo County. VCE purchases power with high renewable and low greenhouse gas (GHG) content. The majority of VCE energy is generated from hydro, solar, and wind.

In addition to electrical utilities, there is a potential for urban trees to conflict with water, sewer, stormwater, and natural gas lines. To avoid these potential conflicts, the City works with utility providers and managers to ensure that trees planted in proximity to utility easements are located properly to avoid conflicts and provide access for utility maintenance activities.



MAJOR AND EMERGING DISEASES AND PESTS

Staying abreast of existing and emerging pests and diseases is an important consideration for urban forest management. When outbreaks occur, treating individual trees is generally cost prohibitive and management is better focused upon the overall population of effected species. A diverse and balanced species population is the best defense to avoiding catastrophic results and increasing resilience in the urban forest. Phasing out species that are subject to chronic outbreaks is recommended. With few notable exceptions, including fireblight and aphids, there are currently no pests or diseases of concern in Woodland's urban forest. However, nationally and statewide there are some key concerns that all urban foresters should be aware of, including:

Asian Long-Horned Beetle (ALB), is an invasive insect that feeds on a wide variety of trees in the United States, eventually killing them. The beetle is native to China and the Korean Peninsula. Signs of ALB start to show about 3 to 4-years after infestation, with tree death occurring in 10 to 15-years depending on the tree's overall health and site conditions. Infested trees do not recover, nor do they regenerate.

The Polyphagous Shot Hole Borer (PSHB) is a new pest in Southern California. This boring beetle, from the group of beetles known as ambrosia beetles, drills into trees and brings with it a pathogenic fungus (*Fusarium euwallacea*), as well as other fungal species that may to help establish the colonies. The PSHB attacks many species of trees, but some trees are resistant to the fungus it carries. The beetle drills into the tree, fungus infects the tree, and the beetle produces offspring in the tree. Tree species that are considered a true host of PSHB include box elder, coast live oak, and avocado (University of California, 2018).

Emerald Ash Borer (EAB) has killed hundreds of millions of ash trees in North America. The EAB is a destructive, non-native, wood-boring pest that exclusively kills both stressed and healthy ash trees 2 to 3-years after infestation (NASPF, 2005). EAB is a jewel beetle native to Northeastern Asia. EAB larvae feed on the vascular tissue of trees and populations grow exponentially. This pest has been identified as moving slowly into the Western U.S. and is considered a catastrophic pest for Ash tree populations.

Dutch Elm Disease (DED) has devastated American elm populations, one of the most important street trees in the twentieth century. Since first reported in the 1930s, it has killed over 50 percent of the native elm population in the United States (NASPF, 2005), although some elm species have shown varying degrees of resistance. While the vector for DED, elm bark beetles, do exist in Woodland, DED is not a concern and beetle populations are managed through integrated pest management (IPM) practices.

Sudden Oak Death Sudden oak death is a disease that affects oak trees. The pathogen, *Phytophthora ramorum*, causes bark cankers with bleeding sap and after an extended period of the disease presence, a rapid (2 to 4-week) browning of leaves (Alexander, 2010). The disease thrives in coastal tanoak or oak woodlands within fog belts, which encourages spore production in the pathogen. Once infected, there is no known cure.

Further information on the pests and diseases that threaten the forest ecosystems in California can be found on the USDA's Forest Service website (<https://www.fs.usda.gov/main/r5/forest-grasslandhealth/insects-diseases>).



California sycamore heavily infested with invasive shot hole borer (Source: ucnar.edu, Photo credit: Beatriz Nobua-Behrmann)



Sudden Oak Death (SOD) is a water mold pathogen (Source: aphs.usda.gov, Photo credit: Joseph O'Brien)

With an existing canopy cover of 14.5%, a relatively young community tree resource in good condition, and a Community Services Department dedicated to its stewardship, Woodland is poised to realize its vision for the urban forest:

- 25% average canopy cover
- A sustainable and resilient resource
- Providing benefits to and connection with the natural environment and a buffer against climate fluctuations
- Contributing to community aesthetics and a sustainable quality of life for existing and future generations

Through proactive management and an ongoing commitment to stewardship, Woodland's urban forest will continue to grow, remain in good condition, become more resilient, and increase in value over time.

CHALLENGES AND OPPORTUNITIES

An urban forest is a living and dynamic system, changing over time and in constant response to its environment. The health and stability of the urban forest is influenced by many factors, including pruning, irrigation, weather and climate fluctuations, pests and disease, development pressure, and ongoing tree planting. Refined over decades of practice, the tree care industry has identified best management practices (BMPs) for the maintenance of trees and urban forest systems. Furthermore, Woodland's urban forest stakeholders and managers have a long history and a vested appreciation for the community's trees. With consideration of existing conditions, BMPs, and community goals, stakeholders identified key challenges and opportunities for Woodland's urban forest that will require attention over the next 20 years:

Cyclical Maintenance

Because trees are always growing and responding to their environment, they require consistent maintenance to address structural issues. Unlike natural forests, urban forests require regular care and maintenance to ensure strong branch structure, provide clearance for visibility and travel, promote safety, and reduce the risks of tree and branch failure. Ideally, urban trees should be inspected and maintained on a 5 to 7-year cycle. Over the previous decade, as a result of reductions in funding and staff along with an expanding resource, the maintenance cycle for community trees has increased to around 10 years. Getting back on a 7-year cycle will better ensure that the community's tree resource is proactively maintained for health, safety, and a sustainable benefit stream.

Structural Pruning for Young Trees

Training young trees, especially trees that will mature to a large-stature, provides an opportunity to address structural issues when trees are small. Removing undesirable branches when they are small is better for the tree and also more cost-efficient. Smaller cuts heal more quickly, require less time and safety considerations for tree crews, and reduce the need for debris disposal. With a significant number of young, medium and large-stature trees, an investment and commitment to structural pruning will provide considerable benefits.

Tree Replacement

Preservation and expansion of existing canopy cover requires proactive and adequate replacement of new trees when trees are removed due to failing health or structure or as a result of development.

Tree Planting

To meet long-term canopy goals, ongoing planting efforts should continue to focus on ensuring that available sites in the public rights-of-way are planted with the right tree in the right place. Additional investment, support for education (e.g., tree care, species selection), and incentives for trees on private property will be integral to overall canopy growth. All tree

planting should emphasize greater species diversity, the use of native and adapted species, and planting large-canopy trees where space allows.

Sustainable Funding

Timely and proactive care will help control and reduce the overall cost of maintaining an urban forest, improve the longevity of individual trees, and preserve the existing benefits that come from mature trees. The City currently has very limited resources when it comes to urban forest programming. To ensure adequate care and maintenance cycles, the City will need to optimize funding from existing sources, explore opportunities to increase dedicated funding, and research and apply for grants and other short-term options.

Stakeholder Engagement

Ultimately, protecting and growing the urban forest requires a commitment from the entire community. Resident engagement combined with volunteer collaboration are integral to the success of the UFMP and the urban forestry program. Increasing outreach and public education will help generate support and enthusiasm for growing tree canopy and maintaining the community tree resource for maximum benefits and sustainability. It will be important to strengthen relationships with volunteer groups, including the Woodland Tree Foundation and neighborhood groups, to augment city resources and coordinate outreach efforts.

Altogether, Woodland is poised to enjoy ongoing environmental and socioeconomic benefits from its urban forest. The UFMP will help to preserve and grow these benefits and ensure that Woodland remains a vibrant, healthy, and attractive community.

At times, urban trees require management for pests and disease to preserve their value in the landscape.



STAKEHOLDER INPUT

In the spring of 2018, Davey Resource Group met with several municipal and regional urban forest stakeholders. These stakeholder interviews occurred over 2-days and included urban planners, utility experts, Public Works staff, representatives from the Woodland Tree Foundation, Parks & Recreation Commissioners, a City Council Member, and City staff leadership. Their valuable contributions guided the framework of the UFMP.

PUBLIC OUTREACH

To facilitate community participation, engagement, and input, the plan development process included an online survey and a community open house. These activities were developed to better understand community values about trees and tree canopy and to provide an opportunity for respondents to voice their concerns and ideas about the future the urban forest and City stewardship of the public tree resource. The survey and open house were promoted through a press release.

COMMUNITY OPEN HOUSE

A community open house was held with the Community Services Department on May 23rd, 2018 at the Woodland Community and Senior Center. A total of eight people participated in this event.

The open house included a presentation summarizing the key findings from the urban tree canopy assessment and the community tree resource analysis. Attendees had the opportunity to ask questions and engage in discussion with Community Services staff and DRG. Following the presentation and discussion attendees were invited to provide input on six broad topics:

- Canopy goals
- Level of care for public trees
- Where would you like to see more trees
- What outreach works best
- Funding
- Heritage Tree protection

The small turnout for the open house limited the ability to develop conclusions on overall community values. However, the intimate setting allowed for deeper discussion and sharing that provided valuable insight and perspective.

ONLINE SURVEY

An online survey, accessible on the City's homepage, was available from May 19 through June 17, 2018. A total of 76 people responded to the online survey, which explored:

- Views about the benefits of trees
- Awareness of the urban forest program
- Expectations for public tree maintenance
- Views on tree planting
- Preferred topics and methods for education and outreach
- Support for a special assessment district

As a result of the low response rate, the survey cannot be considered to be statistically valid. However, comments and opinions received from respondents were provided consideration in the development of the UFMP.

PLAN GOALS AND ACTIONS

Based upon review of the current urban forestry program and resources (What Do We Have?) and input from the community and other stakeholders, the UFMP identifies 15 goals and 5 existing policies that are organized under four areas of focus. These goals and policies represent the Community's vision for the urban forest. The goals and actions are intended to adequately manage the City's urban forest in a timely, cost-effective, and efficient manner. This includes the proactive identification of risk and mitigation strategies to promote public safety and reduce liability. In addition, the UFMP considers goals for growing the current resource through tree planting and replacement programs that will ensure the future stability of the resource and the maximization of environmental, social, and economic benefits from trees and tree canopy. Finally, the UFMP recognizes that community engagement is integral to successfully achieving the goals, actions, and sub-actions for the future of Woodland's urban forest. Consequently, the UFMP includes well-developed goals, actions, and sub-actions for public engagement, outreach, and education.

FOCUS: TREE CANOPY

The amount and distribution of tree canopy and leaf surface have a direct correlation on the level of environmental and socioeconomic services generated by the urban forest. Preserving and increasing tree canopy, in addition to promoting species diversity and proactive maintenance practices, contributes to the health, welfare and aesthetics of Woodland's community and provides a critical buffer to better withstand impacts from weather and a changing climate.

EXISTING POLICY 1: 2035 CLIMATE ACTION PLAN

Reduce greenhouse gas emissions consistent with state goals for addressing climate change.

EXISTING POLICY 2: CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO)

Executive Order EO B-29-15 (April 1, 2015) directed California's Department of Water Resources to update the State's Model Water Efficient Landscape Ordinance through expedited regulation. About half of the urban water is used for landscape irrigation in California. Large water savings can be gained by proper landscape design, installation, and maintenance. New development and retrofitted landscape water efficiency standards are governed by MWELO. Local agencies (cities and counties) had to adopt MWELO or adopt their own ordinances which must be at least as effective in conserving water as the State's Ordinance.

EXISTING POLICY 3: ORDINANCES AND STANDARDS

Engineering Standards, Section 13: Tree Planting Requirements. Defines the approved tree list for public use, permitting requirements, and planting guidelines. Engineering Standards, Part 2: Landscape and Irrigation. Includes blueprints and specifications for physical installations, which includes tree related items.

Tree Ordinances are mainly located in Chapter 20A. This includes tree replacement requirements, tree activities, permits, emergency response, and more. Chapter 2 defines the authority of the Parks and Recreation Commission to also act as the Tree Commission. Chapter 25 defines general provisions of landscaping require trees to be planted and existing trees to be protected.

GOAL 1: PRESERVE AND ENHANCE CANOPY COVER

This goal and supporting actions will ensure that active steps are taken to preserve and enhance citywide canopy cover.

GOAL 2: PLANT TREES

This goal and supporting actions is important to maintaining and growing tree canopy cover. Ongoing tree planting supports canopy growth and ensures that over-mature and failing trees and trees removed through development are replaced.

GOAL 3: PERIODICALLY REVIEW TREE ORDINANCES AND ENGINEERING STANDARDS

This goal and supporting actions will help the City to adapt to evolving circumstances by ensuring City codes and standards are updated to meet current needs.

FOCUS: COMMUNITY TREE RESOURCE

The community tree resource is a publicly-owned asset that provides critical benefits to health, economic, social, aesthetic, and quality of life for residents and visitors. The replacement value of the existing resource is nearly \$30.5 million. Annually, the community tree resource provides nearly \$1.7 million in benefits to Woodland. Proactive and considered management of this resource will ensure sustainability, safety, and a stable flow of benefits now and for future generations.

EXISTING POLICY 4: APPROVED TREE LIST (PUBLIC TREES)

City Engineering Standards contain an Approved Tree List of acceptable species for planting on public property and rights-of-way.

GOAL 4: MAINTAIN PUBLIC TREE INVENTORY DATA

This goal and supporting action focuses maintaining the public tree resource inventory and database.

GOAL 5: MAINTAIN PUBLIC TREES ON A 7-YEAR MAINTENANCE CYCLE

This goal and supporting actions ensures that public trees are maintained proactively to promote good structure, health, longevity, and safety.

GOAL 6: MANAGE THE PUBLIC TREE POPULATION FOR SPECIES DIVERSITY

This goal and supporting actions focuses on increasing and maintaining species diversity to ensure that the urban forest is more resilient to pests, disease, and climate fluctuation.

GOAL 7: PERIODICALLY CALCULATE AND REVIEW ECOSYSTEM BENEFITS

This goal and supporting actions measures and monitors change in environmental and socioeconomic benefits provided by the community tree resource, and is an indicator of the long-term success of the UFMP.



FOCUS: URBAN FORESTRY PROGRAMMING

As stewards of community trees, Woodland's urban forest managers recognize the importance of maximizing the value of available resources through efficient operations and proactive programming to provide the greatest return on the community's investment.

EXISTING POLICY 5: BEST MANAGEMENT PRACTICES

The City follows industry and state best management practices related to tree care, safety, and stormwater management.

GOAL 8: OPTIMIZED URBAN FORESTRY PROGRAMMING

This goal and supporting actions promotes effective and efficient use of available resources.

GOAL 9: ENSURE PLANNING DOCUMENTS REFERENCE THE URBAN FOREST MASTER PLAN

This goal and supporting actions ensure that the vision for the community tree resource is aligned with existing plans, community values, and other long-range policy documents.

GOAL 10: ANNUALLY REVIEW URBAN FOREST MASTER PLAN

This goal and supporting actions ensures that the UFMP remains relevant and that goals and actions are considered in annual work planning.

GOAL 11: SUSTAINABLE URBAN FORESTRY FUNDING

This goal and supporting actions focuses on sustainable funding for forestry operations. Trees are dynamic and long-living species that provide greater benefits over time. Urban trees face unique challenges that require proactive and consistent management to retain value and benefits.

FOCUS: PARTNERS

It takes a community to steward an urban forest. Engagement and collaboration with the community, nonprofit and volunteer groups, partner agencies, and advocates is vital. Establishing and nurturing these relationships promotes greater appreciation and a shared vision for trees and the urban forest and facilitates collaborative partnerships.

GOAL 12: COMMUNITY OUTREACH AND ENGAGEMENT

This goal and supporting actions promotes education and awareness of the value and benefits of trees and encourages community engagement in the ongoing care and vision for the urban forest and community tree resource.

GOAL 13: COLLABORATE WITH PARTNERS

This goal and supporting actions encourages collaboration with volunteers, nonprofits, and other stakeholders to maximize the value of efforts and resources.

GOAL 14: STATE OF THE URBAN FOREST REPORT

This goal provides an opportunity to engage with the community and update stakeholders on the condition and value of urban forest resources and the progress of the UFMP, including successes and challenges towards meeting plan goals.



How Do We Get There?

The goals and actions proposed by the Urban Forest Master Plan are organized by area of focus:

- Tree Canopy
- Community Tree Resource
- Urban Forestry Programming
- Partners

Each area of focus is supported by measurable goals and specific actions that are intended to guide Woodland's urban forest programming over the next 20 years, providing the foundation for annual work plans and budget forecasts. Many goals and actions support more than one focus area.

For each action, the UFMP identifies a priority, a suggested timeframe for accomplishing the action, an estimated cost range, and potential partners. Priority is identified as:

- High - An action that is critical to protecting existing community assets, reducing/managing risk, or requires minimal resources to accomplish
- Medium - An action that further aligns programming and resource improvements that have been identified as desirable by the community, partners, and/or urban forest managers, but that may require additional investment and financial resources over and above existing levels
- Low - An action that is visionary, represents an increase in current service levels, or requires significant investment

The estimated cost is categorized in the following ranges:

- \$ = Less than \$25,000
- \$\$ = \$25,000 - \$50,000
- \$\$\$ = \$50,000 - \$100,000
- \$\$\$\$ = Greater than \$100,000

The UFMP is intended to be a dynamic tool that can and should be adjusted in response to accomplishments, new information and changes in community expectations, and available resources. In addition to serving as a day-to-day guide for planning and policy making, the UFMP should be reviewed regularly for progress and to ensure that the actions and sub-actions are integrated into the annual work plan.

Focus	Tree Canopy	Community Tree Resource	Urban Forestry Programming	Partners
Policy	• 2035 Climate Action Plan • California Model Water Efficient Landscape Ordinance (MWEL0) • Ordinances and Standards	• Approved Tree List (public trees)	• Best Management Practices	
Goals	• Preserve and enhance canopy cover • Plant trees • Periodically review Tree Ordinance and Engineering Standards	• Maintain public tree inventory data • Maintain public trees on a 7-year cycle • Manage the public tree inventory for species diversity • Periodically calculate/review ecosystem benefits	• Optimized urban forestry programming • Ensure planning documents reference the Urban Forest Master Plan • Annually review the Urban Forest Master Plan and revise every 10 years • Sustainable Urban Forestry Funding	• Community outreach and engagement • Collaborate with Partners • State of the Urban Forest Report
Actions	• Increase canopy cover to 25% by 2035 • Continue to plant trees per 2035 CAP • Remain compliant with MWEL0 • Adopt policy, ordinances, standards, and practices to meet new standards imposed by California Bill no. 606 and no. 1668 • Continue to ensure tree installations and practices are compliant with standards and ordinances • Review standards and ordinances every 5-years • Conduct urban tree canopy assessment every 10 years • Review and implement tree preservation requirements in city ordinance • Evaluate incentives for tree planting on residential and private property • Monitor and ensure trees are successful in the first 3-years of planting • Evaluate feasibility of a tree planting and replacement plan as a supplement to the UFMP • For new developments, implement a replacement ratio consistent with ordinance • Continue to collaborate with nonprofit and neighborhood groups for tree planting • Ensure trees planted in developments follow best management practices • Consider that large projects may qualify for meeting CEQA requirements • Review/revise tree ordinances every 5-years • Explore community support for heritage and significant tree protection on private property • Review design and construction standards for trees and planting sites • Ensure that underground utilities are placed to avoid contact with trees (Plan review)	• Maintain Approved Tree List • Ensure City trees comply with Approved Tree List • Continue to develop the public tree inventory • Standardize and create a policy guide for tree inspection protocol • Integrate inventory data into accessible software • Maintain all public trees on a 7-year pruning and maintenance cycle (dependent upon funding/resources) • Develop an annual work plan • Collect tree species information when performing tree work • Plan for ideal species diversity • Review Approved Tree List at minimum every 5 years • Complete a resource analysis every 10 years • Review changes to benefits, composition, and benefit versus investment ratio	• Continue to follow best management practices • Develop a Policy and Procedures Manual for urban forestry • Develop annual work plans and goals to guide routine operations • Define quality assurance protocols for urban forestry operations • Develop a Risk Management Plan and policy for urban forestry operations • Qualify and apply for TCIA Accreditation • As existing planning documents are revised, ensure they reference the UFMP • Review and revise the UFMP every 5 to 10 years • Explore community support for a Park District overlay that would provide dedicated funding to parks and urban forestry • Reorganize tree maintenance zones to have a more balanced distribution of trees • Identify opportunities for additional sources of revenue	• Continue to develop the urban forest web page • Coordinate a citywide outreach strategy • Engage the community in the analysis, alternatives, and recommendations for further urban forestry related planning processes and potential code changes • Continue to promote outreach materials that communicate information about trees and the urban forest • Continue to collaborate with City departments, nonprofits, and neighborhood groups • Maintain Tree City USA status • Qualify and apply for Society of Municipal Arborists Accreditation • Explore partnerships that can identify and support opportunities for grants and financial assistance for low-income residents • Develop and deliver State of the Urban Forest Report every 5-years

Focus: Tree Canopy

The amount and distribution of tree canopy and leaf surface have a direct correlation on the level and value of environmental and socioeconomic services generated by the urban forest. Preserving and increasing tree canopy, in addition to promoting species diversity and proactive maintenance practices, contributes to the health, welfare, and aesthetics of Woodland's community and provides a critical buffer to better withstand impacts from weather and a changing climate.

Existing Policy 1: 2035 Climate Action Plan	Cost	Priority	Partners	Timeframe
Reduce GHG emissions consistent with State goals for addressing climate change (2035 Climate Action Plan).				
Actions:				
1. Continue to increase average canopy cover to 25% by 2035	\$\$-\$\$\$	High	Nonprofits, volunteers	Ongoing
2. Develop annual planting plans to achieve desired canopy cover by 2035	\$	High	Nonprofits, volunteers	Ongoing
a. Develop annual planting plans to achieve desired canopy cover by 2035				
i. Emphasize plantings on public property due to existing canopy cover of 14.9%				
ii. Place a focus on increasing species diversity to promote resiliency to pests, disease, and climate fluctuations				
b. Preserve healthy mature and large-stature trees				
3. Continue to plant trees per the Climate Action Plan	\$\$-\$\$\$	High	Nonprofits, volunteers	Ongoing
a. Plant a net 10,500 more trees along streets, in parking lots, and in open space areas by 2035				
b. Plant a net 6,000 more trees near buildings by 2035				
i. Inventory new trees as they are planted				
Existing Policy 2: California’s Model Water Efficient Landscape Ordinance				
Executive Order EO B-29-15 (April 1, 2015) directed California’s Department of Water Resources to update the State’s Model Water Efficient Landscape Ordinance (Ordinance) through expedited regulation. About half of the urban water is used for landscape irrigation in California. Large water savings can be gained by proper landscape design, installation, and maintenance. New development and retrofitted landscape water efficiency standards are governed by the Model Water Efficient Landscape Ordinance (MWELO). Local agencies (cities and counties) had to adopt MWELO or adopt their own ordinances which must be at least as effective in conserving water as the State’s Ordinance.				
Actions:				
1. Continue to ensure policies, ordinances, standards, and practices are compliant with the California Model Water Efficient Landscape Ordinance	\$-\$\$	High	Public Works	Ongoing
2. Adapt policy, ordinances, standards, and practices to meet new standards imposed by California Bill no. 606 and no. 1668	\$-\$\$	High	Public Works	Ongoing

Focus: Tree Canopy

Existing Policy 3: Ordinances and Standards	Cost	Priority	Partners	Timeframe
Engineering Standards, Section 13: Tree Planting Requirements. Defines the approved tree list for public use, permitting requirements, and planting guidelines. Engineering Standards, Part 2: Landscape and Irrigation. Includes blueprints and specifications for physical installations, which includes tree related items. Tree Ordinances are mainly located in Chapter 20A. This includes tree replacement requirements, tree activities, permits, emergency response, and more. Chapter 2 defines the authority of the Parks and Recreation Commission to also act as the Tree Commission. Chapter 25 defines general provisions of landscaping require trees to be planted and existing trees to be protected. Actions: 1. Continue to ensure tree installations and practices are compliant with standards and ordinances 2. Review standards and ordinances every 5-years and update when appropriate	\$	High		Ongoing
	\$	Low		Every 5 Years
Goal 1: Preserve and Enhance Canopy Cover Performance Measure: Tree Canopy Cover (% of land covered by tree canopy within city limits). • 2035 CAP identifies action to increase Woodland's tree canopy to 25% by 2035 • The Greenprint Initiative sets an average 35% canopy goal for the region Rationale: The current canopy is 14.5% (1,394 Acres) while the 2035 Climate Action Plan canopy goal is 25%. Risk: Diminished canopy cover can increase the risk of flooding, urban heat island effects, and energy use. Canopy loss also negatively impacts wildlife travel corridors and decreases habitat. Diminished canopy cover can also reduce the urban forest benefits related to air quality, water quality, and asphalt longevity. Historic urban canopy assessments reveal the City has increased canopy by an average of ~0.9% annually between 2009 and 2016. Assuming the current pattern of canopy growth continues, the City is estimated to have 32.4% canopy cover by 2035. Benefit: Greater canopy cover can increase the environmental and socioeconomic services provided by the urban forest.				

\$= less than \$25,000 \$\$= \$25,000-\$50,000 \$\$\$= \$50,000-\$100,000 \$\$\$\$= greater than \$100,000

**Targets are tentative and dependent upon available resources. Costs are based on general estimates*

Focus: Tree Canopy

Goal 1: Continued

Actions:

1. Conduct urban tree canopy (UTC) assessment every 10-years	\$\$	Medium		Every 10 Years
a. Track changes and progress towards community canopy goals				
2. Review and implement tree preservation requirements in city ordinance	\$\$\$-\$\$\$\$	Medium		1-5 Years
3. Evaluate feasibility of adding more incentives to increase tree planting on residential and other private property	\$	Medium		1-5 Years
a. Track participation in incentive programs to estimate new tree plantings				
b. Increase outreach in the community about tree planting incentives				
4. Monitor and ensure trees are successful in the first 3-years of planting	\$	Low	Nonprofits, volunteers	Ongoing

Goal 2: Plant Trees

Performance Measure: Number of Trees Planted Per Year.

Rationale: The City plants trees annually. These are replacements for trees that have been removed or are trees planted in new locations.

Risk: The number of trees in the City will decline without active planting.

Benefit: Planting trees can increase canopy cover and the ecosystem benefits provided by the urban forest.

Actions:

1. Evaluate the feasibility of a tree planting and replacement plan as a supplement to the UFMP	\$	Medium		Every 1-5 Years
a. Use GIS mapping data to identify and prioritize planting sites and to ensure coordination with planned improvements and construction				
b. Define the classification traits for planting sites and prioritize sites based on those traits. Possible traits include:				
i. Space and minimum planting setbacks				
ii. Soil characteristics				
iii. Irrigation infrastructure				
iv. Landscape goals and tree density				
v. Site constraints and existing infrastructure, including hardscape, utilities (overhead and underground), bridges, and culverts				
vi. Invasive vegetation and lack of native plants				

\$= less than \$25,000 \$\$= \$25,000-\$50,000 \$\$\$= \$50,000-\$100,000 \$\$\$\$= greater than \$100,000

*Targets are tentative and dependent upon available resources. Costs are based on general estimates

Focus: Tree Canopy

Goal 2: Continued	Cost	Priority	Partners	Timeframe
c. Continue to practice planting the “Right Tree in the Right Place” by matching the tree species to the conditions of the planting site. Considerations include: i. Hardscape and utilities ii. Soil and water conditions iii. Planter size and intended use iv. Line of sight for traffic corridors and signage v. Mature canopy spread d. Identify locations where tree planting will enhance overall canopy cover i. Use GIS layer "Priority Planting Map" to identify locations where new trees will provide the greatest environmental benefits ii. Identify underserved neighborhoods, with lower than average tree canopy, where increasing canopy can provide greater benefits to the health, social, and economic environment of residents iii. Parking Lots iv. Other areas e. Optimize shade and environmental benefits by planting large stature trees where feasible 2. For new developments, implement a replacement ratio for planting trees that is consistent with the City tree ordinance 3. Continue to collaborate with nonprofit and neighborhood groups for tree planting 4. Ensure trees planted in developments follow these best management practices: a. Plant trees in the correct location, according to site plans b. Tree installation i. Where practical and appropriate, amend soils with biochar (heavy clay, compacted soils, to increase cation-exchange capacity) ii. If stakes are needed, plan for stake removal or adjustment within 1-year of tree planting c. Provide a final inspection for tree plantings in developments to review location/species and record/approve any changes from the plan d. Reference tree planting standards for construction and development projects e. Update tree inventory as trees are planted 5. Consider that larger planting projects may qualify as mitigation strategies for meeting CEQA requirements	\$ \$ \$-\$-\$ \$	High Medium High Low	Community Development Nonprofits, volunteers Community Development	1-2 Years Ongoing Ongoing Ongoing

\$= less than \$25,000 \$\$= \$25,000-\$50,000 \$\$\$= \$50,000-\$100,000 \$\$\$>= greater than \$100,000

*Targets are tentative and dependent upon available resources. Costs are based on general estimates

Focus: Tree Canopy

Goal 3: Periodically Review Tree Ordinances and Engineering Standards

Performance Measure: Date of last review of Ordinances and Standards.

Rationale: For the City to adapt to evolving circumstances, periodic reviews and amendments to the City codes and standards are required.

Risk: Ordinances and standards must stay up to date or risk falling behind best management practices and community vision.

Benefit: Ordinances and standards are aligned with best practices and community values.

Actions:

- 1. Review tree ordinances at least every 5-years and revise as appropriate
 - a. Confer with the stakeholders for potential code changes
 - i. Evaluate commercial parking lot shade requirements
 - ii. Collaborate with city fire chief and county experts to evaluate and manage wildfire risk
- 2. Explore community support for heritage and significant tree protection on private property
- 3. Review design and construction standards for trees and planting sites
 - a. Ensure trees have sufficient soil volume to support healthy root growth and structure (Appendix A, Soil Volume & Tree Stature)
 - i. Maintain Approved Tree List
 - 1. Review every 5-years
 - 2. See Goals 7 and 8
 - b. Evaluate planter design standards with options for increasing soil volume, where above ground area is restricted by impervious surfaces (Appendix, Alternative Planter Designs)
 - i. Increase effective soil volume for street trees to allow greater canopy along rights-of-way
 - c. Evaluate planter and pavement design options to reduce conflicts between trees and infrastructure (Appendix, Alternative Planter Designs). Contact manufacturers to acquire specifications and best implementation practices for these technologies
 - d. Evaluate planter design standards with additional options for implementing urban trees into stormwater management (Appendix, Alternative Planter Designs)
 - i. Stormwater tree pits and drainage plans
 - ii. Interconnected tree pits
 - e. Update standards as necessary
- 4. Ensure, as part of development plan review, underground utilities are placed to avoid conflict with trees

Cost	Priority	Partners	Timeframe
\$	Low		Every 5 Years
\$	Medium	Nonprofits, volunteers	1-5 Years
\$-\$	Medium	Public Works	Every 5 Years
\$-\$	High	Community Development	Ongoing

Focus: Community Tree Resource

The community tree resource is a publicly-owned asset that provides critical benefits to health, economic, social, aesthetic, and quality of life for residents and visitors. The replacement value of the existing resource is nearly \$30.5 million. Annually, the community tree resource provides nearly \$1.7 million in benefits to Woodland. Proactive and considered management of this resource will ensure sustainability, safety, and a stable flow of benefits now and for future generations.

Existing Policy 4: Approved Tree List (Public Trees)	Cost	Priority	Partners	Timeframe
The City Engineering Standards contain an approved tree list of acceptable species for planting on public property and rights-of-way. Species diversity in an urban forest is an indicator of the overall health and stability of the resource. Greater diversity promotes greater resistance to pests, disease, and environmental stresses. The Approved Tree List found in the City’s engineering standards defines the tree species which may be planted on city properties, parks, and rights-of-way. Actions: - Review Approved Tree List at minimum every 5-years and update as necessary, taking into account availability of species at nurseries. - Select a broad palette of regionally compatible Species - Species that can thrive in newer subdivisions: - Species that tolerate heavy clay soils - Species that tolerate elevated levels of boron - Species that tolerate Irrigation challenges - Native and well-adapted tree species that have the potential to become “legacy” tree - Species that mitigate flooding issues - Species with minimal leaf drop and litter creation - Species and varieties - Define sites the trees are most suitable for: - Rights-of-way - Parks - Near/Under Utilities - Parking Lots - Flood Zones - Ensure City trees comply with Approved Tree List	\$-\$-\$ \$	Medium High		Every 5 Years Ongoing

Focus: Community Tree Resource

Goal 4: Maintain Public Tree Inventory Data	Cost	Priority	Partners	Timeframe
Performance Measure: Frequency and veracity of public tree inventory updates. Rationale: The City has conducted public tree inventories to identify the structure, benefits, and management needs of the community tree resource. The City also conducts tree inspections to quantify tree assets, risks, or liabilities associated with its trees. Risk: Without data on all publicly-owned trees, planning and prioritization of urban forestry activities are based on conjecture and anecdotal evidence. Benefit: The City can plan proactive and efficient tree management. Actions: - Continue to develop the public tree inventory - Record site, species, type, DBH, height, maintenance recommendations, and condition - Continue to update inventory any time a tree has maintenance performed - Establish workflows for City staff that allow for access to inventory data by supervisory staff and other departments - Include tree inventory data collection into tree work contracts when maintenance is conducted - Standardize and create a policy guide for tree inspection protocol - Identify appropriate inspection cycles for all public trees - Identify and prioritize plant health care needs/requirements - Identify signs or symptoms of disease, pests, and abiotic disorders, including environmental stress (e.g., water management, soil conditions, and nutrient availability) and prioritizemanagement needs - Identify obvious signs of decline and/or failing structure - Identify and assess potential risks - Identify risk factors and mitigation strategies for mature and declining trees 5-year minimum inspection cycle (level 1) for heritage oaks and other large trees (>24" DBH) that pose a potential risk to a defined target - Identify thresholds for implementing Level 2 and Level 3 inspections - Identify thresholds for tree removal - Integrate inventory data into accessible software or data management systems				
	\$	Medium		Ongoing
	\$	High		1-5 Years
	\$	High		1-2 Years

Focus: Community Tree Resource

Goal 5: Maintain Public Trees on a 7-Year Cycle	Cost	Priority	Partners	Timeframe
Performance Measure: Percent of all public trees maintained within a 7-year cycle. Rationale: Tree health improves when given timely maintenance and clearance pruning. A 7-year cycle also allows for a regular inspection of a tree’s condition, structure, and overall health. Regular maintenance and clearance pruning provide an opportunity for identifying or resolving issues before they become critical. Risk: Inexpensive and minor tree issues can develop into expensive and high risk issues without proper and regular maintenance. Benefit: A healthier, longer living community tree resource and increased benefits provided by the community tree resource. Decreased municipal legal liability by adhering to the 7-year pruning cycle. Actions: - Maintain all public trees are on a regular 7-year pruning and maintenance cycle (dependent upon funding/resources) - Ensure pruning cycle includes: - Scheduled maintenance and inspection at reasonable intervals - Adequate records kept of the inspection and activity - Timely response to discovered defects (e.g., disease, rot, or decay) - Timely response to citizen complaints and concerns - An informal inspection process where City staff would report signs of sick or dying trees/limb - Secure a sustainable funding source - Develop an annual work plan - Identify 12-month goals and resources necessary for completion - Review UFMP goals, actions, and timeline - Develop annual budget and justification				
	\$\$\$\$	High		Ongoing
	\$	High		Ongoing

Focus: Community Tree Resource

Goal 6: Manage the Public Tree Inventory for Species Diversity	Cost	Priority	Partners	Timeframe
Performance Measure: Species distribution of public trees (%). Rationale: Best management practices recommend that no species should represent more than 10% of the community tree resource, no genus should represent more than 20%, and no family should represent more than 30%. Risk: Predominance of a few species can lead to substantial impacts from pests or diseases that tend to be species-specific, climate change, and storms that may predominantly damage certain species. Benefit: A more resilient urban forest. Actions: 1. Collect tree species information when performing tree work a. Interpret data to understand and identify unsuitable tree species i. Cease planting species that perform poorly ii. Create replacement plans for the poorly-performing trees 2. Plan for ideal species diversity: a. No single species represents >10% of the resource b. No single genus represents >20% of the resource c. No single family represents >30% of the resource				
	\$	Low		Ongoing
	\$	High		Ongoing

Focus: Community Tree Resource

Goal 7: Periodically Calculate and Review Ecosystem Benefits	Cost	Priority	Partners	Timeframe
Performance Measure: Number and Value of Ecosystem Benefits Tracked by the City Rationale: Aligning with the City’s General Plan elements, the City would be favorably positioned to understand and optimize the ecosystem benefits provided from trees by documenting and tracking the ecological function of publicly-owned trees. Risk: If benefits are not tracked, the value of the asset is unknown, and preservation and maintenance are more difficult to rationalize. Benefit: Urban forestry projects are easier to identify, finance, and secure when cost-benefit relationships can be established, and the information is shared with the public. Actions: - Complete a resource analysis (using i-Tree or another model) every 10-years - Use i-Tree (or another model) to evaluate the current composition, benefits, and benefit versus investment ratio of the community tree resource - Review changes to benefits, composition, and benefit versus investment ratio - Consider results as they relate to UFMP goals, policies, and actions - Report changes and progress in the State of the Urban Forest Report	\$	Low		Every 10 Years
	\$	Low		Every 10 Years

Focus: Urban Forestry Programming

As stewards of community trees, Woodland's urban forest managers recognize the importance of maximizing the value of available resources through efficient operations and proactive programming to provide the greatest return on the community's investment.

Existing Policy 5: Best Management Practices	Cost	Priority	Partners	Timeframe
The City follows industry and state best management practices related to tree care, safety, and stormwater management. Actions: - Continue to follow best management practices: - American National Standards Institute (ANSI) A300 Series, for Tree Care Operations - ANSI Z133.1 Safety Requirements for Arboricultural Operations - International Society of Arboriculture (ISA) Best Management Practices for Tree Pruning, Cabling, Fertilization, Tree Planting, and Integrated Pest Management - California Occupational Safety and Health Administration (OSHA) - California Stormwater Quality Association (CASQA) Stormwater Best Management Practices	\$	High		Ongoing
Goal 8: Optimized Urban Forestry Programming Performance Measure: Development and implementation of plans and policies for public trees. Rationale: The success of the Urban Forest Master Plan requires the support of the community and strong leadership within the City. Developing an organizational structure that enhances tree care operations provides the framework for actualizing the community's vision. Risk: Reactionary programming can lead to cost-inefficient practices and ineffective tree care. Benefit: Tree management is more efficient and effective. Organization structure provides continuity when staff transitions occur. - Develop a Policy and Procedures Manual for Urban Forestry - Outline operations, official policies, and official procedures that guide day-to-day urban forestry operations - Define the structure and organization of the urban forestry group to provide easy onboarding for new staff - Define staff responsibilities, including administrative tasks - Record existing Best Management Practices (BMPs) and policies for tree care operations - Coordinate with utility providers to resolve rights-of-way conflicts - Ensure that urban forest policies and procedures are consistent with other City standards and master plans	\$	High		1-5 Years

Focus: Urban Forestry Programming

Goal 8: Continued	Cost	Priority	Partners	Timeframe
2. Develop annual work plans and goals to guide routine operations: a. Pruning schedules for maintenance contract(s) b. Tree planting and replacement plans c. Prioritize risk mitigation actions and tree removals d. Identify and prioritize trees for inspection/risk assessment	\$	High		Ongoing
3. Define Quality Assurance protocols for urban forestry operations: a. Tree maintenance b. Coordinate and monitor contracted work c. Staff training d. Risk assessment/Risk management e. Tree Risk Assessment Report f. Tree inventory data collection input/update g. Tree removal h. Sidewalk repair inspections and recommendations for Public Works/Engineering i. Issuing service requests and work orders j. Volunteer coordination/Public outreach	\$	High		1-5 Years
4. Develop a Risk Management Plan and policy for urban forestry operations a. Collaborate with YCPARMIA to identify policies and actions for tree risk management b. Coordinate risk management goals with a tree inspection program c. Prioritize risk mitigation measures and coordinate with work plans d. Coordinate with GIS staff for geographic analysis of specific risk factors (e.g., disease/pest factors, others) and to identify areas of high/low risk	\$	High	YCPARMIA	1-2 Years

Focus: Urban Forestry Programming

Goal 8: Continued	Cost	Priority	Partners	Timeframe
5. Qualify and apply for Tree Care Industry Association (TCIA) Accreditation (managers/field supervisors). Requires one of the following conditions be met: a. Three years of technical field experience in tree care with at least one year of assumed responsibility for safety b. Six months technical field experience in arboriculture and one year in a professional safety position c. Two or four-year degree in Arboriculture, forestry, ornamental/environmental horticulture, natural resource, industrial hygiene, occupational safety, or other related field with an internship that provided technical experience	\$	Low		1-5 Years
Goal 9: Ensure Planning Documents Reference the Urban Forest Master Plan Performance Measure: Number of planning documents that refer to the UFMP. Rationale: A city is a complex system of utilities, open spaces, businesses, roads, and other infrastructure. Harmony between planning documents is essential to avoid mutually exclusive directions or regulations. Risk: Failure to integrate UFMP goals with the goals of other planning documents may limit opportunities to accomplish several municipal goals simultaneously. Benefit: Increased clarity for municipal leadership and opportunities to accomplish multiple municipal goals at the same time. Actions: 1. As existing planning documents are revised, ensure they reference the UFMP a. As revisions occur, recognize the value of the UFMP and the role of trees and tree canopy as implementation measures for goals identified the 2035 General Plan b. Ensure that all specific plans include consideration for the establishment of public trees, including the construction of planting sites that support tree maturity	\$	High	Community Development	Ongoing

Focus: Urban Forestry Programming

Goal 10: Annually Review Urban Forest Master Plan and Revise Every 10 Years	Cost	Priority	Partners	Timeframe
Performance Measure: Master Plan Age and Frequency of Revisions. Rationale: For the Plan to adapt to evolving circumstances and maintain relevance to the community and City Staff, periodic reviews, and amendments are required. This high-level alignment with the community will ensure public support for urban forestry project funding. Risk: The plan may become unused and obsolete. Benefit: This will create pathways to stable and predictable funding. Actions: - Review annually and revise the UFMP every 10-years - Annually adjust targets as necessary - Continue to incorporate City goals, policies, and actions into the annual work plan - Periodically review the UFMP for alignment with community values and expectations for the urban forest - Determine community satisfaction for realizing the Plan’s goals, policies, and actions - Measure through surveys and by public input at City meetings				
	\$\$	High	Parks and Recreation Commission	10 Years

\$= less than \$25,000 \$\$= \$25,000-\$50,000 \$\$\$= \$50,000-\$100,000 \$\$\$\$= greater than \$100,000

*Targets are tentative and dependent upon available resources. Costs are based on general estimates

Focus: Urban Forestry Programming

Goal 11: Sustainable Urban Forestry Funding

Cost Priority Partners Timeframe

Performance Measure: Dollars (\$) in Fund.

Rationale: The amount of funding impacts the timing and opportunities for tree care. Tree maintenance at most city facilities, including parks, is funded by the general fund and lighting and landscape districts.

Risk: Inadequate funding can, and has, led to inadequate care, which will compromise the health of the urban forest and possibly increase City risk liability.

Benefit: Sustainable tree funding mechanisms provide stability in economic downturns and provide the urban forest with regular care.

Actions:

- 1. Explore community support for Park District overlay that would provide dedicated funding to parks and urban forestry
 - a. Conduct outreach campaigns to gauge constituent support for the establishment of a Park District and the necessary Special Assessment
- 2. Reorganize tree maintenance zones to have a more balanced distribution of trees
 - a. Evaluate the costs and benefits of a city-wide Lighting and Landscape District
- 3. Identify opportunities for additional sources of revenue
 - a. Collaborate with City leadership to evaluate:
 - i. Appraisal fees for trees damaged in vehicular accidents
 - ii. Larger fines for malicious damage to public trees
 - iii. Charitable contributions and “in-memoriam” options
 - b. Identify the funding mechanism when new public trees are added through development
 - c. Create new LLDs where developments or neighborhoods desire greater enhancements and/or service levels
 - d. Research the ability to use urban forest planting and/or preservation projects to earn carbon credits and create an additional funding source
 - e. Coordinate pest management of elms with potential partners to share the cost of annual treatment

\$	Low	Parks and Recreation Commission	5-10 Years
\$	Low		Every 5 Years
\$	Medium	Parks and Recreation Commission	Ongoing

Focus: Partners

It takes a community to steward an urban forest. Engagement and collaboration with the community, nonprofit and volunteer groups, partner agencies, and advocates is vital. Establishing and nurturing these relationships promotes greater appreciation and a shared vision for trees and the urban forest and facilitates collaborative partnerships.

Goal 12: Community Outreach and Engagement	Cost	Priority	Partners	Timeframe
Performance Measure: Number of attendees at forestry events. Rationale: The communication of programs, activities, and materials that increase community awareness and appreciation for the urban forest are necessary to actualize community participation. Providing quick and accurate tree-related information to the community also allows individuals to make educated decisions regarding their trees. Risk: Without community outreach, participation in programs will not reach their full potential. Improper tree practices may continue and lead to unnecessary tree health deterioration. Benefit: Increased community participation in forestry events and an even more educated community will lead to better tree care citywide. Actions: 1. Continue to develop the Urban Forest webpage (http://www.cityofwoodland.org/gov/depts/communityserv/tree_maintenance/default.asp). Possible additions include: a. State of the urban forest, community tree resource, and urban tree canopy b. Volunteer and donation opportunities c. Links to nonprofits and regional, state, and national tree interests: i. Woodland Tree Foundation ii. California Urban Forests Council iii. Arbor Day Foundation iv. CAL FIRE d. The City’s tree protection regulations, requirements, policies, and necessary forms e. Engaging articles for residents and property managers, including: i. How to plant a tree ii. How to prune a tree iii. How to fertilize and mulch iv. How to irrigate v. How to hire an arborist or tree care company vi. Recommended tree species for private property f. Frequently asked questions	\$	Medium		Ongoing

Focus: Partners

Goal 12: Continued

	Cost	Priority	Partners	Timeframe
2. Coordinate a citywide outreach strategy rather than a departmental effort	\$	Medium	City-wide	Ongoing
3. Engage the community in the analysis, alternatives, and recommendations for further urban forestry related planning processes and potential code changes	\$	Medium	Community	Every 5 Years
a. Convene a group of stakeholders to review benchmarks and develop options and recommendations				
b. Hold community meetings to gauge public support for input on updates to City codes and policies				
c. Provide multiple opportunities for feedback; require a clear and transparent process with the community				
4. Continue to promote outreach materials that communicate information about trees and the urban forest	\$	Medium	Nonprofits, volunteers	Ongoing
a. Communicate basics of tree care, including planting, pruning, and irrigation				
i. Communicate water-wise information				
ii. Proper watering on private and commercial property				
iii. Proper watering for trees and plants and watering trees during drought				
iv. Recommendations for tree species for private property				
b. Research and develop different outreach media for different audiences.				
i. Audiences and partners:				
1. Elected officials				
2. Schools/Youth				
3. Development/Real estate organizations				
4. Homeowners/Community				
5. Volunteers/Service groups				
ii. Types:				
1. Social media				
2. Digital content				
3. In-Person:				
a. Community tree planting				
b. Workshops				
c. Arbor Day celebration				
d. Educational programs with schools				
e. Booths at events				
4. Rebate programs				
5. Print				

Focus: Partners

Goal 13: Collaborate with Partners	Cost	Priority	Partners	Timeframe
Performance Measure: Number of partnerships with regional and national organizations, and number of volunteer hours. Rationale: Coordination with organizations and volunteers provides valuable resources for the urban forest. Partnerships create pathways for communication of urban forestry goals, policies, and actions to the public and foster volunteerism in the community. Risk: Failure to engage with partners and volunteers can decrease volunteer turnout and resources. Benefit: Regional partnerships can create pathways to stable and predictable funding. Combined with volunteers, this lowers the costs associated with urban forest management. Actions: - Continue to collaborate with City departments (Public Works and Community Development), nonprofits, and neighborhood groups - Seek partnerships and collaboration with other organizations to benefit from economies of scale - Continue to collaborate with nonprofit and neighborhood groups for tree planting - Maintain Tree City USA status - Qualify and apply for Society of Municipal Arborists (SMA) Accreditation, which requires: - At least one ISA Certified Arborist on staff - ISA Certified Municipal Specialist preferred - An Urban Forest Master Plan - Tree City USA status - A Tree City USA Growth Award within the past 5-years - Demonstrated preference to TCIA Accredited tree care companies when private arborists are contracted - Adherence to ANSI Z133.1 safety standards, and ANSI A300 tree care performance standards - A pledge of adherence to the SMA Code of Ethics and to promote SMA objectives - Explore partnerships that can identify and support opportunities for grants and financial assistance for low-income residents and non-profits to facilitate tree removal and planting or help defray costs. - Provide cost-sharing, free replacement trees, or incentives for tree plantings for low-income residents - Explore options for grants and financial assistance or a payback program for low income residents or non-profits to facilitate tree removal costs - Develop strategies to remove barriers to participation for all community members				
	\$	High	Public Works, Community Development, Nonprofits, volunteers	Ongoing
	\$	High		Ongoing
	\$	Low		1-5 Years
	\$	Medium	Nonprofits, volunteers	Ongoing

Focus: Partners

Goal 14: State of the Urban Forest Report	Cost	Priority	Partners	Timeframe
Performance Measure: Delivery of report every 5-10 years. Rationale: Public support is critical to a successful and sustainable urban forest program. Keeping stakeholders well informed is the best way to generate support and engagement. A State of the Urban Forest Report is the perfect way to communicate progress and accomplishments toward UFMP policies and actions. Risk: Community enthusiasm may wane if they don't see the City commitment to urban forestry. Benefit: Increased community participation and ability to garner community support to address challenges or issues that may be holding up the Plan. Actions: 1. Develop and deliver State of the Urban Forest Report every 5-10 years a. Provide citizens with information on the overall condition of the community tree resource b. Highlight services (e.g., number of trees pruned/replaced, service calls responded to, etc.) c. Inform the community on progress towards canopy goals and trees planted (public and private) d. Inform the community on accomplishment of UFMP policies and actions	\$	High		5-10 Years





With appropriate care and planning, the urban forest is an asset that has the potential to increase in value over time. As young trees mature, and their leaf surface and canopy grow, so too will the overall benefits and value from the community’s urban forest. The goals, policies, and actions of the UFMP are intended to support this process in an appropriate manner that encourages the sustainable stewardship of community trees with consideration for safety, cost efficiency, and community values. The UFMP includes actions for measuring the success of the Plan over time.

MONITORING AND MEASURING RESULTS

Through talking with community partners and those within the urban forestry program, a set of goals were created to meet the strong demand for protecting and enhancing the urban forest, as stated in the community vision. The success of these goals is largely dependent on creating policies and actions to meet the goals outlined in the UFMP, but also monitoring the progress of these actions. Equally important to monitoring progress is finding ways to measure progress so that success is clearly defined.

ANNUAL PLAN REVIEW

The UFMP is an active tool that will guide management and planning decisions over the next 20-years. The goals and actions will be reviewed annually for progress and integration into an internal work plan. The UFMP presents a long-range vision and target dates are intended to be flexible in response to emerging opportunities, available resources, and changes in community expectations. Therefore, each year specific areas of focus should be identified. This can inform budget and time requirements for Urban Forest Managers.

STATE OF THE URBAN FOREST REPORT

The UFMP calls for the City’s Parks Superintendent to deliver a State of the Urban Forest Report every 5-years . This report, which includes updates on canopy change, numbers of trees planted and removed, and changes to the overall community urban forest (e.g., structure, benefits, and value) will serve as a performance report to stakeholders and an opportunity for engagement. The report is also an opportunity to highlight the successful attainment of UFMP goals, policies, and actions as well as to inform stakeholders about any issues or stumbling blocks.

COMMUNITY SATISFACTION

Plan results will be measurable through increased benefits and value in the community tree resource and the preservation and eventual increase in canopy cover over time. Attainment of the goals, policies, and actions will support better tree health, greater longevity, and a reduction in tree failures. However, perhaps the greatest measurement of success for the UFMP will be its level of success in meeting community expectations for the care and preservation of the community tree resource. Community satisfaction can be measured through surveys and evidenced by public support for realizing the goals, policies, and actions of the Plan. Community satisfaction can also be gauged by the level of engagement and support for forestry programs.

MASTER TREE LIST

Woodland’s Engineering Design Standards Section 13: defines Tree Planting Requirements. Woodland has defined an approved list of trees for use in the City of Woodland rights-of-way, City property, and parks. The City Approved Tree

List provides the name (botanical and common) for the tree species, whether that species emits a low amount of Biogenic Volatile Organic Compounds (BVOC), the minimum required parking strip width, and the appropriate locations for planting that species (street trees, suggested trees for the Spring Lake Development, and park trees). Woodland has also created an abridged list which includes only approved street trees.

RESOURCE ANALYSIS

With up-to-date tree inventory data (TreeKeeper®7.7, Maximo, and Arbor Access), Woodland can quickly and easily complete an updated resource analysis. Woodland has a baseline against which future progress and improvements to health (condition), species diversity, annual benefits, and overall resource value can be measured. A strategy of the UFMP is to complete this analysis every 10-years to illustrate progress and success towards Plan goals. A 10-year Resource Analysis review is a viable way to monitor progress on efforts to increasing diversity through the creation of a diversified list of tree species appropriate for a variety of different spaces and landscapes.

CANOPY ASSESSMENT

With the recent UTC, Woodland has a baseline tree canopy for the entire urban forest, which allows for continued monitoring of trends in the canopy cover on private property, as well as, Woodland's goal of setting and pursuing sustainable and cost-effective canopy cover percent goals. A policy of the UFMP is to complete this assessment every 10-years to illustrate progress and success towards UFMP goals.





APPENDIX A: BIBLIOGRAPHY

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APPENDIX B: DEFINITIONS

Arboriculture

The science, art, technology, and business of tree care.

Community Urban Forest

The collection of publicly owned trees within an urban area, including street trees and trees in parks and other public facilities.

Drip Line Area

The area measured from the trunk of the tree outward to a point at the perimeter of the outermost branch structure of the tree.

Heritage Tree

Any valley oak tree with a trunk diameter of 33-inches or more at breast height (54-inches) which is of good quality in terms of health, vigor, growth and conformity to generally accepted horticultural standards of shape for its species.

Integrated Pest Management (IPM)

A broad-based approach that integrates practices for economic control of pests. IPM aims to suppress pest populations below the economic injury level.

Inventoried Trees

Includes all public trees collected in the inventory as well as trees that have since been collected by city staff.

Landmark Tree

A tree or stand of trees, which is of historical or public significance as designated by the City Council upon the recommendation of both the tree commission and the historical preservation commission.

Major Maintenance

Includes major trimming or pruning or cabling, and any other similar act, which promotes the life, growth, health or beauty of trees, excepting watering and minor pruning.

Major Trimming and Pruning

The removal of branches of 3-inches in diameter or greater.

Natural Area

A defined area where native trees and vegetation are allowed to grow and reproduce naturally with little or no management except for control of undesirable and invasive species.

Private Tree

Any tree located on private property, including residential and commercial parcels.

Public Tree

Any tree located in the public ROW, city park, and/or city facility.

Right Tree Right Place

The practice of installing the optimal species for a particular planting site. Considerations include existing and planned utilities and other infrastructure, planter size, soil characteristics, water needs as well as the intended role and characteristics of the species.

Specimen Tree

Any tree of interest because of size or unusual species, other than a heritage tree, which is of good quality in terms of health, vigor or growth and conformity to generally, accepted horticultural standards of shape for its species, as designated by the City Council upon the recommendation of the tree commission.

Street Tree

Any tree growing within the tree maintenance strip whether or not planted by the City.

Structural and Training Pruning

Pruning to develop a sound and desirable scaffold branch structure in a tree and to reduce the likelihood of branch failure.

TRAQ- Tree Risk Assessment Qualification

An instructor-led credential that demonstrates professional knowledge in tree risk assessment through participation in a training course and passing its accompanying exam.

Tree

Any live woody plant having one or more well-defined perennial stems with a diameter at maturity of 6-inches or more measured at 54-inches above ground level (breast height).

Tree Canopy

The layer of leaves, branches, and stems of trees that cover the ground when viewed from above.

Tree in Proximity to Trails/Facilities

A tree that, as the result of size and location, has the potential to impact or interfere with the use, safety, and/or condition of a defined trail, structure, or facility (e.g., picnic table, bench, parking area, etc.)

Urban Forest

The collection of privately owned and publicly owned trees and woody shrubs that grow within an urban area.

Urban Canyon

A urban canyon (also known as a street canyon) is a place where the street is flanked by buildings on both sides creating a canyon-like environment. Classic examples of these human-built canyons are made when streets separate dense blocks of structures, especially skyscrapers.

Urban Forestry

The cultivation and management of native or introduced trees and related vegetation in urban areas for their present and potential contribution to the economic, physiological, sociological, and ecological well-being of urban society.

APPENDIX C: BEST MANAGEMENT PRACTICES

The Tree Care Industry Association (TCIA) and the International Society of Arboriculture (ISA) team with government agencies, tree care companies, and green industry organizations to develop and maintain comprehensive standards approved by the American National Standards Institute (ANSI). The ANSI A300 Series applies to tree care operations and ANSI Z133 safety requirements apply to employers and employees engaged in arboricultural operations. The ISA Best Management Practices Series (BMPs) compliments these standards.

The City currently applies these standards, which are based on current science, to ensure the highest level of tree care and thereby promoting health and longevity, reducing the risk of tree failure and minimizing liability.

All work must conform to the current industry standards and BMPs. The Community Services Department shall maintain a copy of these standards on file. These standards include:

- American National Standards Institute (ANSI) A300 Series, for Tree Care Operation - Standard Practices for Tree Pruning, Soil Management, Support Systems, Lightning Protection, Management of Trees on Construction Sites, Planting and Transplanting, Integrated Vegetation Management, Root Management Standard, Tree Risk Assessment, and Integrated Pest Management
- ANSI Z133.1 Safety Requirements for Arboricultural Operations
- International Society of Arboriculture (ISA) Best Management Practices for Tree Pruning, Cabling, Fertilization, Tree Planting, Integrated Pest Management
- California Occupational Safety and Health Administration (OSHA)
- California Stormwater Quality Association (CASQA) Stormwater Best Management Practices

APPENDIX D: CONDITION RATINGS

The trees were individually rated based on a classification system developed by the International Society of Arboriculture (ISA). Condition indicates the current state of a tree’s health, structural soundness, overall shape, and growth rate. Symptoms of poor condition include discoloration, decay, dieback, decreased internodal length, and/or disfigured or necrotic stems or roots. To some extent, condition class is also a reflection of the life expectancy of the tree. Crown development, trunk condition, major branch structure, twig growth rate, insects/diseases, and root condition are all considered. Classes are described below:

Excellent or 100% to 90% condition class. The tree is nearly perfect in condition, vigor, and form. This rarely used category is generally applicable to small diameter trees that have been recently transplanted and are well established.

Very Good or 89% to 80% condition class. Overall, the tree is healthy and satisfactory in condition, vigor, and form. The tree has no major structural problems, no mechanical damage, and may only have insignificant aesthetic, insect, disease, or structure problems.

Good or 79% to 70% condition class. The tree has no major structural problems, no significant mechanical damage, may have only minor aesthetic insect, disease, or structure problems, and yet is in good health.

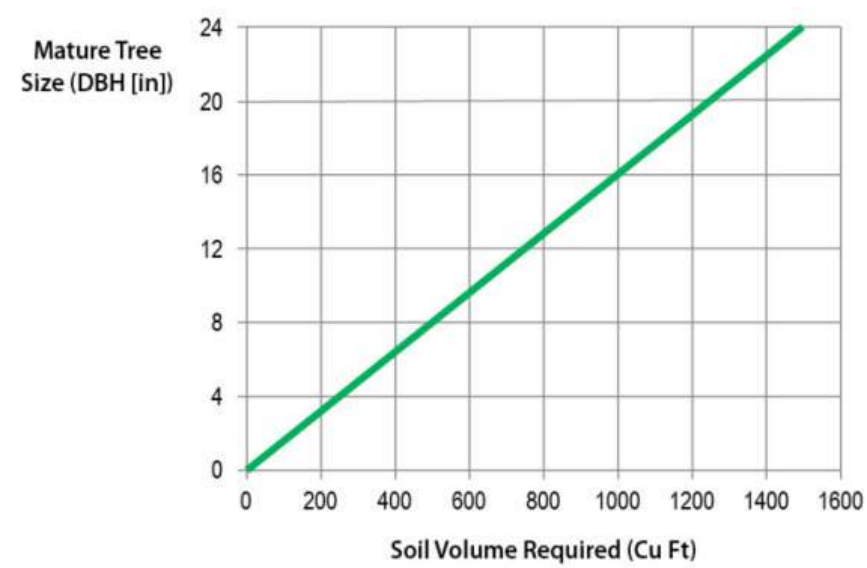
Fair or 69% to 50% condition class. The tree may exhibit the following characteristics: minor structural problems and/or mechanical damage, significant damage from non-fatal or disfiguring diseases, minor crown imbalance or thin crown, or stunted growth compared to adjacent trees. This condition also includes trees that have been topped but show reasonable vitality and show no obvious signs of decay.

Poor or 49% to 30% condition class. The tree appears unhealthy and may have structural defects such as co-dominant stems, severe included bark, or severe trunk and/or limb decay. A tree in this category may also have severe mechanical damage, crown dieback, or poor vigor threatening its ability to thrive. Trees in poor condition may respond to appropriate maintenance procedures, although these procedures may be cost-prohibitive to undertake.

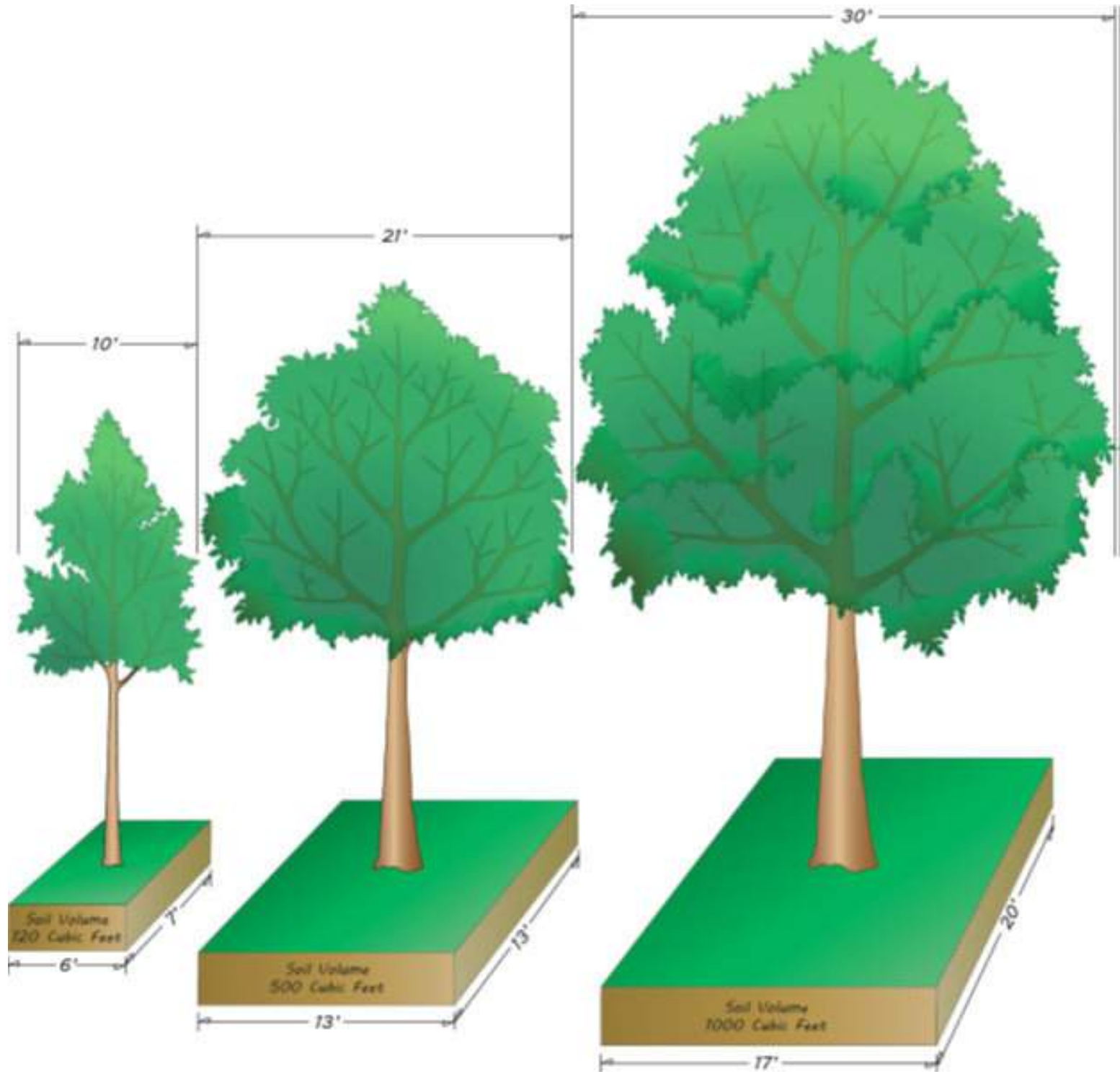
Critical or 29% to 1% condition class. The tree has a major structural problem that presents an unacceptable risk, has very little vigor, and/or has an insect or disease problem that is fatal and may threaten other trees on the property.

Dead or 0% condition class. This category refers only to dead trees.

APPENDIX E: SOIL VOLUME AND
TREE STATURE

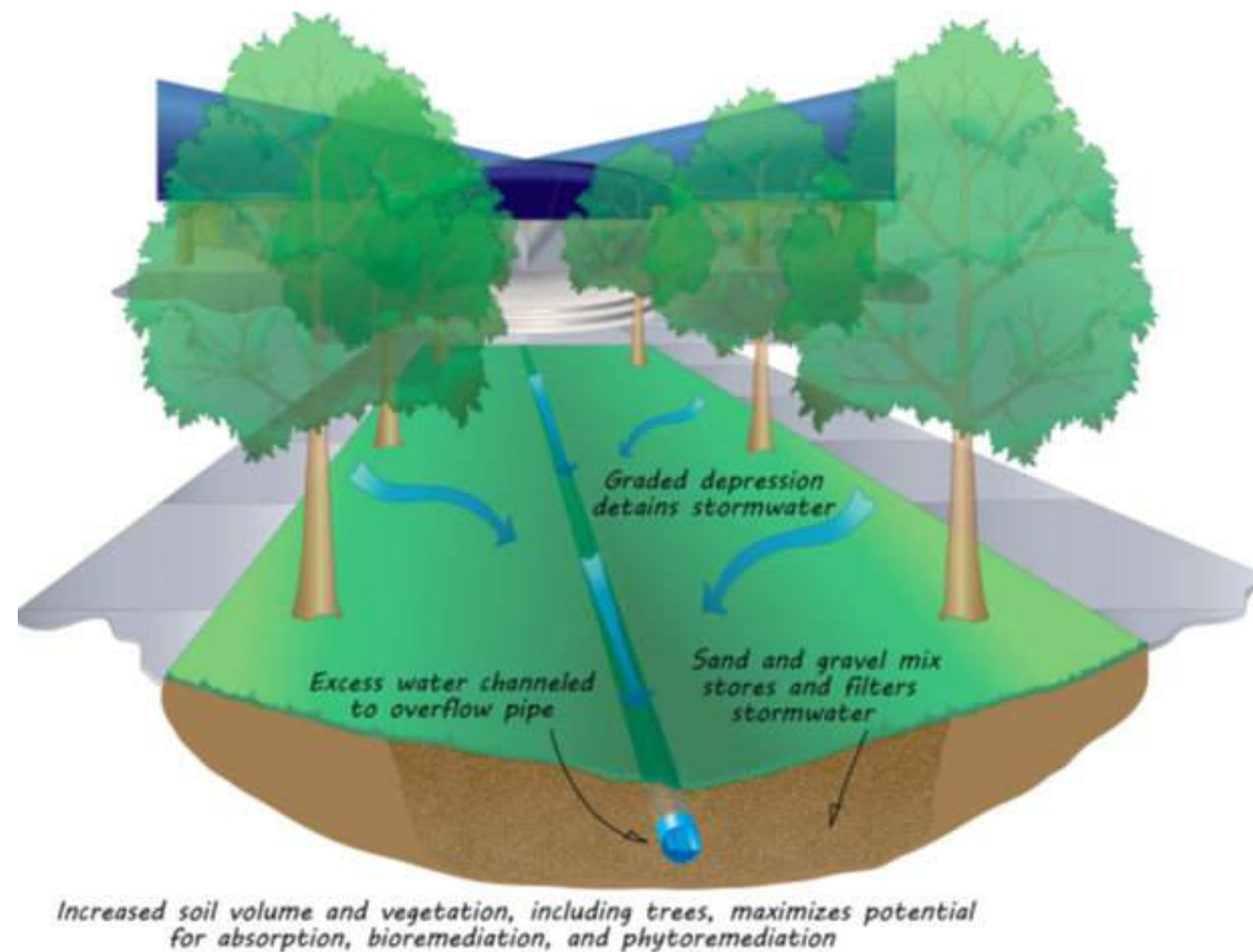


Above: General relationship between soil volume requirements and mature tree size (James Urban, various sources, 1992).

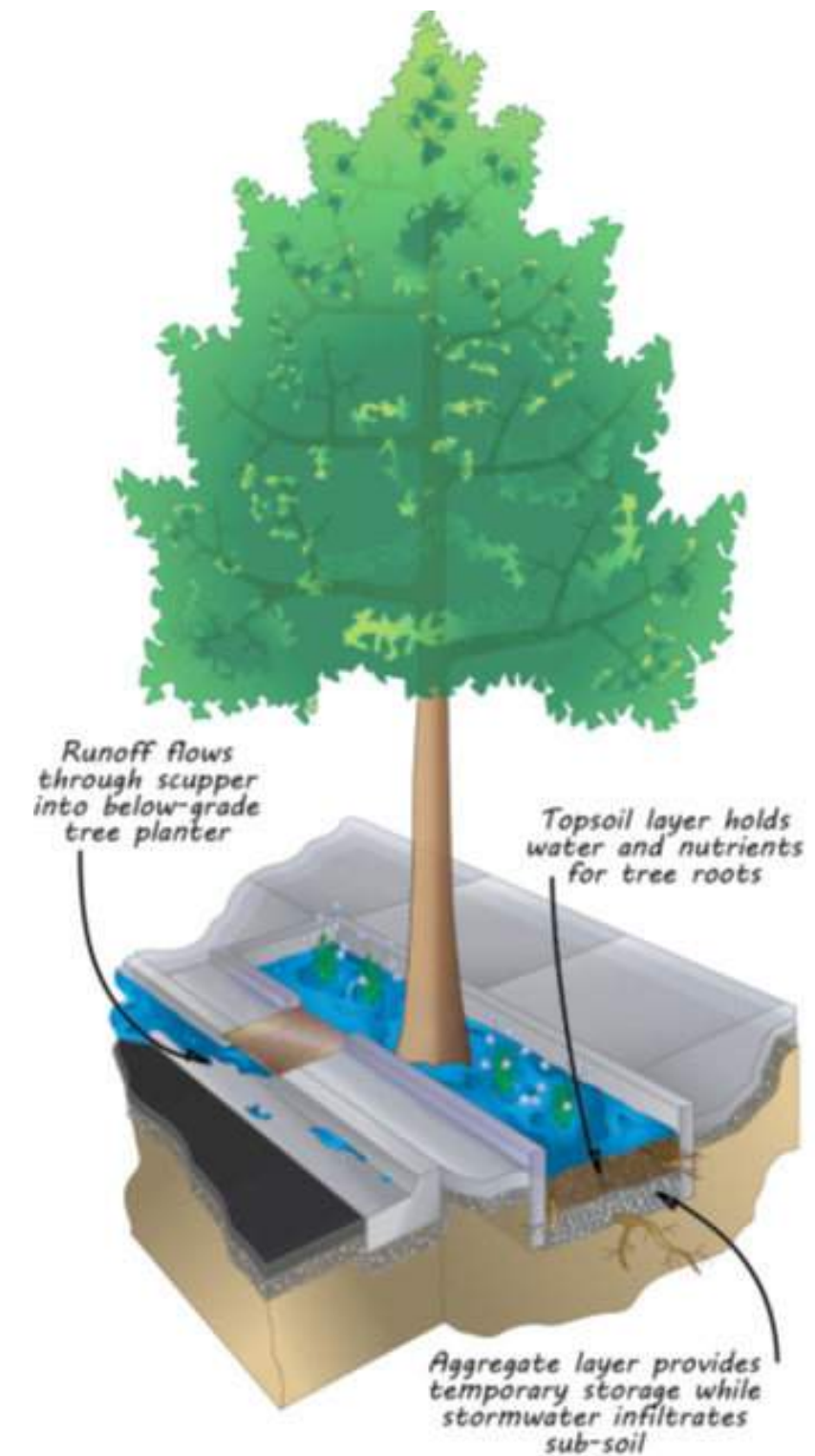


Above: Tree growth is limited by soil volume. Larger stature trees require larger volumes of uncompacted soil to reach mature size and canopy spread (Casey Trees, 2008).

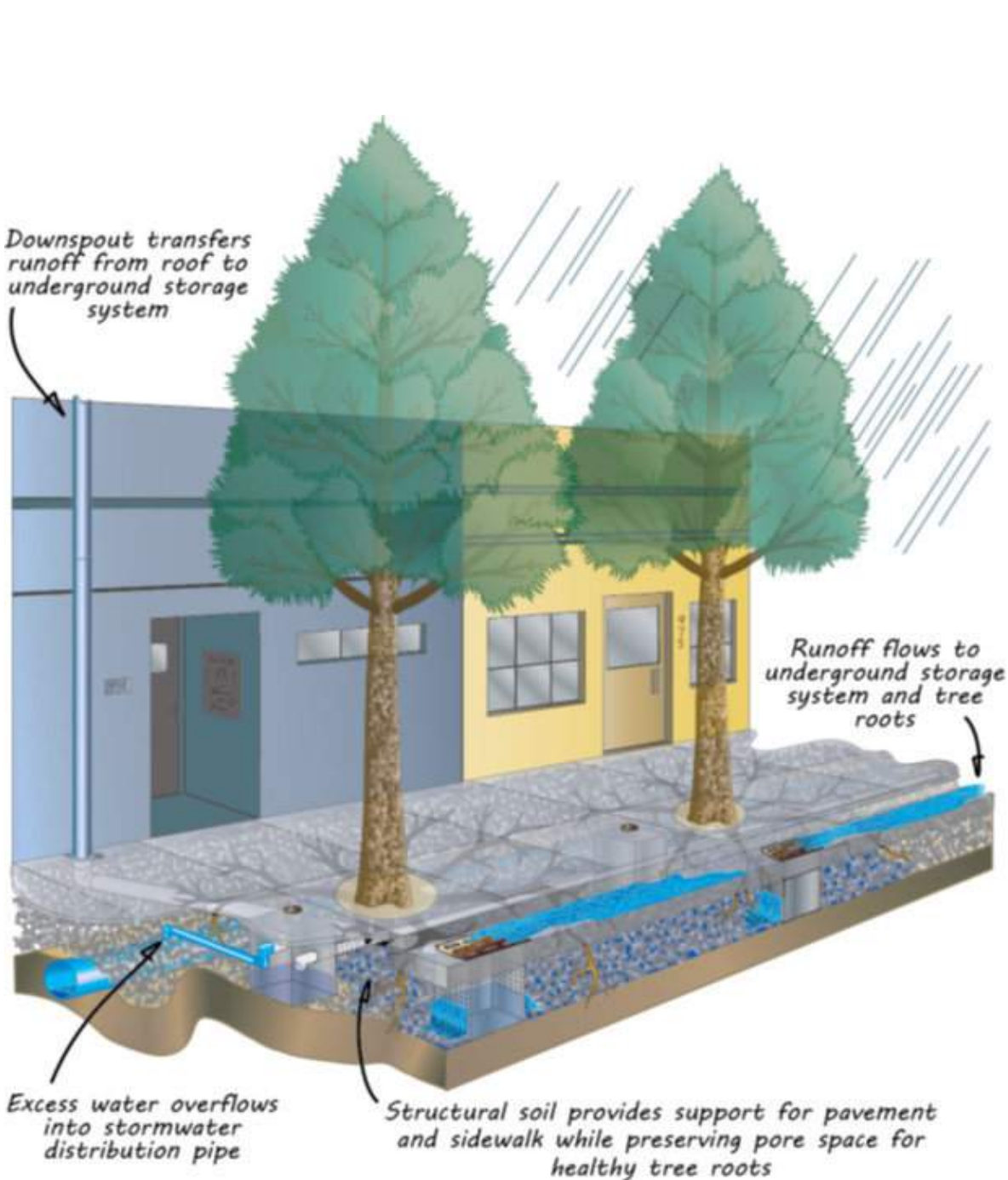
APPENDIX F: ALTERNATIVE PLANTER DESIGNS



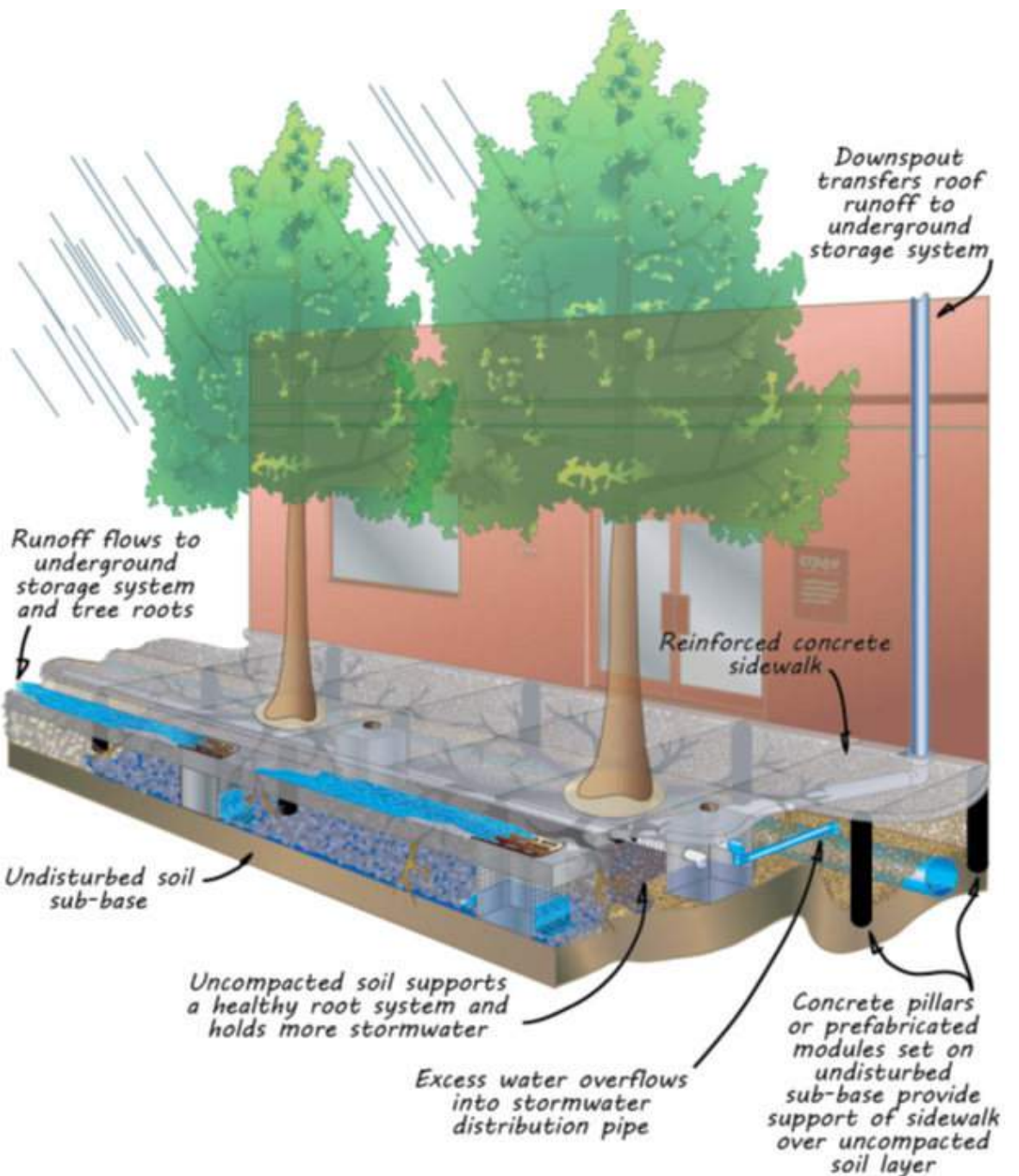
Above: Bioswales are landscaped drainage areas with gently sloped sides designed to provide temporary storage while runoff infiltrates the soil. They reduce off-site runoff and trap pollutants and silt.



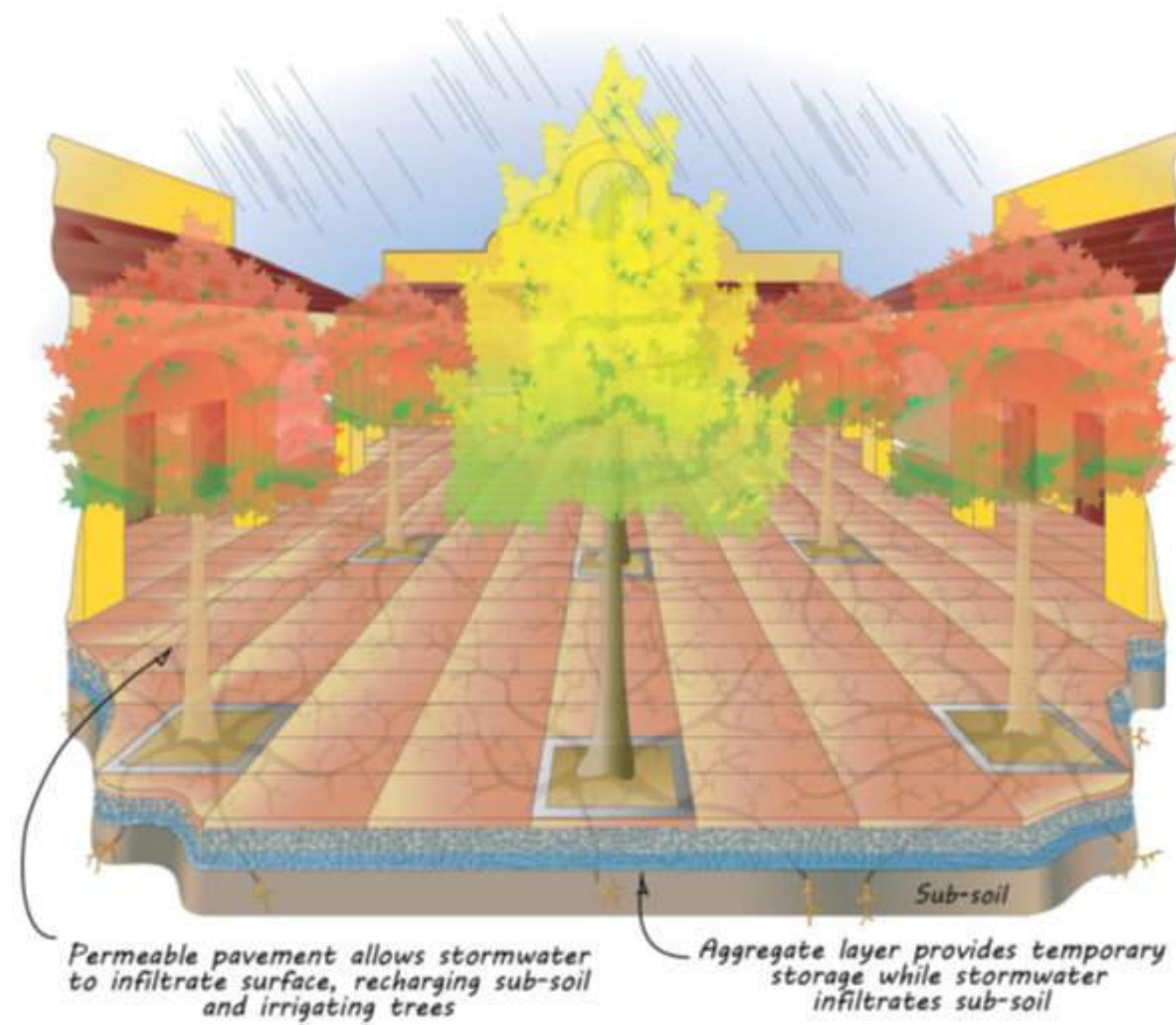
Above: Stormwater tree pits are designed to collect runoff from streets, parking lots, and other impervious areas. Stormwater is directed into scuppers that flow into below-grade planters that then allow stormwater to infiltrate soils to supplement irrigation.



Above: Structural soil is a highly porous, engineered aggregate mix, designed for use under asphalt and concrete as a load-bearing and leveling layer. The created spaces allow for water infiltration and storage, in addition to root growth



Above: Suspended sidewalks use pillars or structured cell systems to support reinforced concrete, increasing the volume of uncompacted soil in subsurface planting areas and enhancing both root growth and stormwater storage.



Above: Permeable pavements allow stormwater and oxygen to infiltrate the surface, promoting tree health and groundwater recharge.

APPENDIX G: GUIDELINES FOR TREE PRESERVATION

CONSTRUCTION SITE MANAGEMENT

Preservation of existing mature trees before, during, and after new construction and redevelopment is beneficial for a number of reasons, including:

- To sustain both the function and value of existing trees and tree canopy.
- To promote public safety and reduce liability by carefully maintaining the health of preserved tree.
- To contain costs associated with site restoration.
- To reduce or avoid soil compaction and degradation and preserve soil volume.
- To avoid physical injury to existing trees.
- To avoid root injury to trees.
- To protect soils and the hydraulic integrity of the entire site.
- To protect existing irrigation, utilities and underground drainage.
- To prevent sediment-laden and/or polluted runoff from entering drainage systems and water bodies (streams, wetlands, lakes, bays).

BEST MANAGEMENT PRACTICES

PRE-CONSTRUCTION

- The Project Manager shall know and understand the development and building regulations concerning trees and vegetation in the area.

- The Project Manager shall ensure that irrigation and drainage systems are operable and adequate.
- The Project Manager shall ensure all temporary erosion sediment control measures are in place prior to groundbreaking.
- The Project Arborist will be responsible for decisions related to vegetation on site before, during, and after construction.
- The Project Arborist shall perform a site inventory of all existing trees in order to record the variety, location, size, and health of each tree. Site inventory includes determining size, species, numbers, and numbers of trees/plants on site.
- Trees that require removal or pruning to accommodate future structures and construction equipment should also be identified.
- The Project Arborist shall submit a Tree Protection Plan (TPP) that identifies all significant trees that will remain on the project site.
- The TPP will indicate the Tree Protection Zone (TPZ) for each tree as (at a minimum) the greater of: 6-feet, or by multiplying each tree's diameter at 4.5-feet above existing grade (DBH) by a factor of one to determine the diameter, in feet, of the area above and below ground to be protected.
- The TPZ may exceed the Critical Root Zone (CRZ), which is not less than half the distance between the trunk and the outer edge of the tree's canopy, or drip line, but the TPZ may not be smaller than the CRZ.
- The TPP will contain the expected tree protection techniques that will be used on the project.
- The TPP will also list a timetable for project meetings with the Project Team including a pre-construction meeting and the schedule for the Project Arborist monitoring.

- Prior to approval of the TPP, the City shall collect an assurance device in the form of a deposit equal to the tree appraisal value of all protected trees as determined under the methods established by the Council of Trees & Landscape Appraisers Guide for Plant Appraisal (9th Edition or most current).

CONSTRUCTION SITE PREPARATION

- Staging areas for equipment shall be established far enough from existing trees to ensure adequate protection of the root zone.
- Entry and exit routes shall be established and fenced off with chain link or construction fencing. When planning routes, avoid utility access corridors.
- Irrigation and drainage systems shall be protected from damage unless plans call for renovation of such systems.
- Prior to beginning construction activities, the Project Arborist will supervise and verify the following tree protection measures are in place and comply with the approved TPP:
 1. A 6-inch layer of coarse mulch or wood chips is to be installed within the TPZ of protected trees. Mulch shall be kept 12-inches away from the trunk.
 2. Trunks of trees shall be protected with a single wrap of Geocomposite. Geocomposite shall be double sided, Geonet core with non-woven covering (such as Tenax Tendrain 770/2), or equivalent. Tree trunks will be protected with wrap.
 3. Trees that have been identified in the site inventory as posing a health or safety risk may be removed or pruned by no more than one-third, subject to approval of the required permit by the Planning Division. Pruning of existing limbs and roots shall only occur under the direction of the Project Arborist

4. A protective barrier shall be installed around the Tree Protection Zone (TPZ). The Fence shall be construction of 6-foot high chain link. Posts shall be 2-inches in diameter, driven 2-feet into the ground. The distance between posts shall be not more than 10-feet. The enclosed area is the TPZ and shall have a warning sign displayed prominently at 20-foot (maximum) intervals along the fence. The warning sign shall be a minimum 8.5-inches x 11-inches and clearly state the following: "WARNING - Tree Protection Zone". Fencing may be moved within the TPZ if authorized by the Project Arborist and City Staff but not closer than the drip line from the trunk of any tree.
5. Movable barriers of chain link fencing secured to cement blocks may be substituted for "fixed" fencing if the Project Arborist and City Staff agree that the fencing will need to be moved to accommodate certain phases of construction. Moving TPZ fencing shall be prohibited without authorization from the Project Arborist and City Staff.
6. Should temporary access into the TPZ be approved, an additional layer of approved tree matting shall be placed over the Critical Root Zone (CRZ).
7. Tree Growth Regulators may be used as approved by the Project Arborist and City Staff. Paclobutrazol soil applied tree growth regulator (Cambistat® or equivalent) shall be applied to indicated trees by a qualified applicator. Applications shall follow manufacturer's label and applicable laws. TGR reduces canopy growth and increases fibrous root system growth over 2 to 3-years. This can increase tolerance to drought, stress and improve absorption of nutrients and moisture during the stress recovery period.

DURING CONSTRUCTION

During the Construction phase, the Project Arborist should inspect the site on a regular basis to ensure the TPP is being adhered and report any conflicts or deviations to the City Planner or City Representative. The Project Arborist also needs to be available at the site to monitor construction activities that require encroachment within the TPZ, such as grading or trenching. It may also be necessary to have other key project team members available to monitor these activities.

The Project Arborist shall specify to construction personnel that the following conditions shall be avoided:

- Allowing run off or spillage of damaging materials into the area below any tree canopy.
- Storing construction materials or portable toilets, stockpiling of soil, or parking or driving vehicles within the TPZ.
- Cutting, breaking, skinning, or bruising roots, branches, or trunks without first obtaining authorization from the Project Arborist.
- Allowing fires under and adjacent to trees.
- Discharging exhaust into foliage.
- Securing cable, chain, or rope to trees or shrubs.
- Trenching, digging, or otherwise excavating within the CRZ or TPZ of the tree(s) without first obtaining authorization from the Project Arborist.
- Applying soil sterilizers under pavement near existing trees.

The Project Arborist shall provide periodic inspections during construction. 4-week intervals should be sufficient to access and monitor the effectiveness of the TPP and to provide recommendations for any additional care or treatment. Inspections that are more frequent may also be required based on the approved TPP.

The following activities should be observed and inspected by the Project Arborist during the construction phase to ensure compliance with the approved TPP:

- Only excavation by hand or compressed air shall be allowed within the TPZ of trees. Machine trenching shall not be allowed.
- In order to avoid injury to tree roots, when a trenching machine is being used outside of the TPZ of trees, and roots are encountered smaller than 2-inches, the wall of the trench adjacent to the trees shall be hand-trimmed, making clear, clean cuts through the roots. All damaged, torn, and cut roots shall be given a clean cut to remove ragged edges, which promote decay. Trenches shall be filled within 24-hours; where this is not possible, the side of the trench adjacent to the trees shall be kept shaded with four layers of dampened, untreated burlap, wetted as frequently as necessary to keep the burlap wet. Roots 2-inches or larger, when encountered, shall be reported immediately to the Project Arborist, who will decide whether the Contractor may cut the root as mentioned above or shall excavate by hand or with compressed air under the root. All exposed roots are to be protected with dampened burlap.
- Where possible, route pipes outside of the TPZ of a protected tree to avoid conflict with roots.
- Where it is not possible to reroute pipes or trenches, the contractor shall bore or tunnel beneath the TPZ of the tree. The boring shall take place not less than 3-feet below the surface of the soil in order to avoid encountering "feeder" roots. All boring equipment must be staged outside of the TPZ.
- All grade changes adjacent to the TPZ of a significant tree shall be supervised by the Project Arborist. Cuts or fills of soil adjacent to the TPZ will have a retaining wall system installed as approved by the Project Arborist and City Staff.

- Any damage due to construction activities shall be reported to the Project Arborist and City Staff within 6-hours so that remedial action can be taken.
- The Project Arborist shall be responsible for the preservation of the designated trees. Should the builder fail to follow the tree protection specifications, it shall be the responsibility of the Project Arborist to report the matter to City Staff as an issue of non-compliance.

Additionally, it is the responsibility of the Project Manager to ensure compliance with the following activities:

- Construction shall be monitored regularly to ensure compliance with specifications. Work shall be stopped if construction site management BMPs are not being followed by the contractor.
- Cement washout pits and chemical holding areas shall be located away from tree protection areas, streams, and wetlands.
- Contractor parking and material storage shall be limited to already impacted areas away from tree roots.
- Site offices and equipment shall not encroach into tree protection areas.
- Refueling and maintenance areas shall be kept away from trees, native soils, water bodies and drainage systems. Fuel spills will not be tolerated on construction sites.
- To the extent possible, construction equipment shall be kept away from all on-site vegetation, especially those within designated protection areas.

POST-CONSTRUCTION

The post-construction phase does not end when the equipment leaves and the new tenants move in. Important follow-up monitoring of the protected trees will help ensure their survival and identify signs of early stress.

- The applicant shall arrange with the Project Arborist for the long-term care and monitoring of preserved trees by complying with the following conditions:
- Complete post-construction tree maintenance, including pruning, mulching, fertilization, irrigation, and soil aeration where necessary.
- Remove, by hand, all soil and root protection material such as wood chips, gravel, and plywood.
- Provide for remediation of compacted soil by methods such as aeration or vertical mulching.
- In the absence of adequate rainfall, apply at least 1-inch of water per week in the CRZ by deep watering.
- Fertilize trees with slow released phosphorus, potassium, calcium, magnesium, and other macro- and micro-nutrients as indicated by a soil test, but wait at least 1-year to apply any nitrogen.
- Fertilize lightly with slow release nitrogen after 1-year, and then make annual light nitrogen applications for the next 3 to 5-years.
- Inspect trees annually for at least 3 to 5-years after construction to look for changes in condition and signs of insects or disease and to determine maintenance needs.
- Remove trees that are badly damaged or are in irreversible decline as determined by the Project Arborist and City Staff.
- Continue to protect not only the large, established trees on the site but also those newly planted in the landscape.
- Maintain TPP during the installation of new landscaping.
- Provide annual inspection reports to the City.
- Review TPP prior to the installation of landscaping and walkways/sidewalks.

MITIGATING TREE AND INFRASTRUCTURE CONFLICTS

Conflicts may occur when tree roots grow adjacent to paving, foundations, sidewalks, or curbs (hardscape). Improper or careless extraction of these elements can cause severe injury to the roots and instability or even death of the trees. The following alternatives must first be considered before root pruning within the TPZ of a tree.

REMOVAL OF PAVEMENT OR SIDEWALK

Removal of existing pavement over tree roots shall include the following precautions: break hardscape into manageable pieces with a jackhammer or pick and hand-load the pieces onto a loader. The loader must remain outside the TPZ on undisturbed pavement or off exposed roots. Do not remove base rock that has been exploited by established absorbing roots. Apply untreated wood chips over the exposed area within 1-hour, then wet the chips and base rock and keep moist until overlay surface is applied.

REPLACEMENT OF PAVEMENT OR SIDEWALK

An alternative to the severance of roots greater than 2-inches in diameter should be considered before cutting roots. If an alternative is not feasible, remove the sidewalk, as stated above, cut roots with a sharp, clean saw, as approved by the Project Manager or Project Arborist and replace sidewalk using #3 dowels at the expansion joint if within 10-feet of a protected tree. Use wire mesh reinforcement if within 10-feet of the trunk of a tree.

ALTERNATIVE METHODS TO PREVENT ROOT CUTTING

- Grinding a raised sidewalk edge.
- Ramping the walking surface over the roots or lifted slab with pliable paving.
- Routing the sidewalk around the tree roots.
- Install boardwalk, flexible paving, or rubberized sections.

New sidewalk or driveway design should consider alternatives to conventional pavement and sidewalk materials. Substitute permeable materials for typical asphalt or concrete overlay, sub-base or footings to consider are permeable paving materials (such as ECO-Stone or RIMA pavers), interlocking pavers, flexible paving, wooden walkways, and brick or flagstone walkways on sand foundations.

Avoid tree and infrastructure conflicts and associated costs by the following planting practices:

- Plant deep rooting trees that are proven to be non- or minimally-invasive.
- Over soil that shrinks and swells, install a sidewalk with higher strength that has wire mesh and/or expansion slip joint dowel reinforcement.
- Fracture soil with an air spade and backfill with sand prior to planting to promote deep rooting and improved drainage.
- Install root barrier only along the hardscape area of the tree and allow roots to use open lawn or planter strip areas.
- Dedicate at least 10-feet of planting space for the growth of each new tree.

- Provide a dedicated irrigation system or zone for the tree so the trees do not have to compete and are not dependent on the turf and shrub irrigation.
- Avoid planting trees over underground drainage systems where root intrusion will impede function of the system.

Alternative Base Course Materials: When designing hardscape areas near trees, the project architect or engineer should consider the use of recommended base course material such as an engineered structural soil mix. An approved structural soil mix will allow a long-term, cost-effective tree and infrastructure compatibility that is particularly suited for the following types of development projects:

- Repair or replacement of sidewalk greater than 40-feet in length;
- Planting areas that are designed over structures or parking garages;
- Confined parking lot medians and islands or other specialized conditions as warranted.

TRAINING

- The Project Arborist should provide training to all construction personnel to ensure they understand all construction site BMPs
- The Construction Supervisor and Architect should have current training and education dealing with construction site management. This training should include topics regarding protecting trees and erosion control on construction sites.

APPENDIX H: METHODOLOGY

CALCULATING UTC BENEFITS

AIR QUALITY

The i-Tree Canopy v6.1 Model was used to quantify the value of ecosystem services for air quality. i-Tree Canopy was designed to give users the ability to estimate tree canopy and other land cover types within any selected geography. The model uses the estimated canopy percentage and reports air pollutant removal rates and monetary values for carbon monoxide (CO), nitrogen dioxide (NO2), ozone (O3), sulfur dioxide (SO2), and particulate matter (PM) (Hirabayashi 2014).

Within the i-Tree Canopy application, the U.S. EPA’s BenMAP Model estimates the incidence of adverse health effects and monetary values resulting from changes in air pollutants (Hirabayashi 2014; US EPA 2012). Different pollutant removal values were used for urban and rural areas. In i-Tree Canopy, the air pollutant amount annually removed by trees and the associated monetary value can be calculated with tree cover in areas of interest using BenMAP multipliers for each county in the United States.

To calculate ecosystem services for the study area, canopy percentage metrics from UTC land cover data performed during the assessment were transferred to i-Tree Canopy. Those canopy percentages were matched by placing random points within the i-Tree Canopy application. Benefit values were reported for each of the five listed air pollutants.

CARBON STORAGE AND SEQUESTRATION

The i-Tree Canopy v6.1 Model was used to quantify the value of ecosystem services for carbon storage and sequestration. i-Tree Canopy was designed to give users the ability to estimate tree canopy and other land cover types within any selected geography. The model uses the estimated canopy percentage and reports carbon storage and sequestration rates and monetary values. Methods on deriving storage and sequestration can be found in (Nowak et al, 2013).

To calculate ecosystem services for the study area, canopy percentage metrics from UTC land cover data performed during the assessment were transferred to i-Tree Canopy. Those canopy percentages were matched by placing random points within the i-Tree Canopy application. Benefit values were reported for carbon storage and sequestration.

STORMWATER

The i-Tree Hydro v5.0 Model was used to quantify the value of ecosystem services for stormwater runoff. i-Tree Hydro was designed for users interested in analysis of vegetation and impervious cover effects on urban hydrology. This most recent version (v5.0) allows users to report hydrologic data on the city level rather than just a watershed scale giving users more flexibility. For more information about the model, please consult the i-Tree Hydro v5.0 manual (<http://www.itreetools.org>).

To calculate ecosystem services for the study area, land cover percentages derived for the project area and all municipalities that were included in the project area were used as inputs into the model. Precipitation data from 2005-2012 was modeled within the i-Tree Hydro to best represent the average conditions over an 8-year time period. Model simulations were run under a Base Case as well as an Alternate Case. The Alternative Case set tree canopy equal to 0% and assumed that impervious and vegetation cover would increase based on

the removal of tree canopy. Impervious surface was increased 0.7% based on a percentage of the amount of impervious surface under tree canopy and the rest was added to the vegetation cover class. This process was completed to assess the runoff reduction volume associated with tree canopy since i-Tree Hydro does not directly report the volume of runoff reduced by tree canopy. The volume (in cubic meters) was converted to gallons to retrieve the overall volume of runoff avoided by having the current tree canopy.

Through model simulation, it was determined that tree canopy decreases the runoff volume in the project area by nearly 15.3 million gallons per year using precipitation data from 2005-2012. This equates to approximately 10,940 gallons per acre of tree canopy (15.3 million gals/1,394.38 acres). To place a monetary value on storm water reduction, the cost to treat a gallon of storm/waste water was taken from (McPherson et al, 1999). This value was \$0.008 per gallon. Tree canopy was estimated to contribute roughly \$122,038 to avoided runoff annually to the project area.

PRIORITY PLANTING ANALYSIS

The planting location polygons were created by taking all grass/open space and bare ground areas and combining them into one dataset. Non-feasible planting areas such as agricultural fields, recreational fields, major utility corridors, airports, etc. were removed from consideration. The remaining planting space was consolidated into a single feature and, then, exploded back out to multi-part features creating separate, distinct polygons for each location. Using zonal statistics, the priority grid raster was used to calculate an average value for each planting location polygon. The averages were binned into five classes with the higher numbers indicating higher priority for planting. These classes ranged from very low to very high.

RESOURCE ANALYSIS METHODOLOGY

In 2017, the City of Woodland provided public tree inventory data to Davey Resource Group. This inventory included details about each tree, including species, size, and condition. DRG formatted the data for use in i-Tree Streets, a STRATUM Analysis Tool (Streets v 5.1.5; i-Tree v 6.1.15). i-Tree Streets assesses tree population structure and the function of those trees, such as their role in energy use, air pollution removal, stormwater interception, carbon dioxide removal, and property value increases. To analyze the economic benefits of Woodland's public trees, i-Tree Streets calculates the dollar value of annual resource functionality. This analysis combines the results of the tree inventory with benefit modeling data to produce information regarding resource structure, function, and value for use in determining management recommendations. i-Tree Streets regionalizes the calculations of its output by incorporating detailed reference city project information for 17 climate zones across the United States. Woodland is in the Inland Valleys Climate Zone. The reference city is Modesto, California.

An annual resource unit was determined on a per tree basis for each of the modeled benefits. Resource units are measured as MWh of electricity saved per tree; MBtu of natural gas conserved per tree; pounds of atmospheric CO₂ reduced per tree; pounds of NO₂, SO₂, O₃, PM₁₀, and VOCs reduced per tree; cubic feet of stormwater runoff reduced per tree; and square feet of leaf area added per tree to increase property values. Price values assigned to each resource unit (tree) were generated based on economic indicators of society's willingness to pay for the environmental benefits trees provide. The City of Woodland provided the estimated investment costs.

Estimates of benefits are initial approximations as some benefits are difficult to quantify (e.g. impacts on psychological health, crime, and violence). In addition, limited knowledge about the physical processes at work and their interactions

makes estimates imprecise (e.g., fate of air pollutants trapped by trees and then washed to the ground by rainfall). Therefore, this method of quantification provides first-order approximations based on current research. It is intended to be a general accounting of the benefits produced by urban trees. i-Tree Streets default values from the South Climate Zone were used for all benefit prices except for the median home value, and electrical and natural gas rates. Using these rates, the magnitude of the benefits provided by the community tree resource was calculated using i-Tree Streets. Electrical and gas rates, and program investment costs were supplied by community tree resource managers for Woodland.

APPENDIX I: GANTT CHART

City of Woodland Urban Forest Master Plan															
Policies, Goals & Actions					Cost									Timeframe	Priority
						2019	2020	2021	2022	2023	2024 2028	2029 2033	2034 2039		
Existing Policy 1: 2035 Climate Action Plan															
Policy Action 1.1 Continue to increase average canopy cover to 25% by 2035					\$\$-\$\$\$									Ongoing	High
Policy Action 1.2 Develop annual planting plans to achieve desired canopy cover by 2035					\$									Ongoing	High
Policy Action 1.3 Continue to plant trees per the Climate Action Plan					\$\$-\$\$\$									Ongoing	High
Existing Policy 2: California's Model Water Efficient Landscape Ordinance															
Policy Action 2.1 Continue to ensure policies, ordinances, standards, and practices are compliant with the California Model Water Efficient Landscape Ordinance					\$-\$\$									Ongoing	High
Policy Action 2.2 Adapt policy, ordinances, standards, and practices to meet new standards imposed by California Bill no. 606 and no. 1668					\$-\$\$									Ongoing	High
Existing Policy 3: Ordinances and Standards															
Policy Action 3.1 Continue to ensure tree installations and practices are compliant with standards and ordinances					\$									Ongoing	High
Policy Action 3.2 Review standards and ordinances every 5-years and update when appropriate					\$									Every 5 years	Low
Existing Policy 4: Approved Tree List (Public Trees)															
Policy Action 4.1 Review Approved Tree List at minimum every 5-years					\$									Every 5 years	Medium
Policy Action 4.2 Ensure City trees comply with Approved Tree List					\$									Ongoing	High
Existing Policy 5: Best Management Practices															
Policy Action 5.1 Continue to follow best management practices					\$									Ongoing	High
\$ = less than \$25,000 \$\$ = \$25,000-\$50,000 \$\$\$ = \$50,000-\$100,000 \$\$\$\$ = greater than \$100,000															

City of Woodland Urban Forest Master Plan

Policies, Goals & Actions

Cost 2019 2020 2021 2022 2023 2024 2029 2034
2028 2033 2039 Timeframe Priority

Goal 1: Preserve and Enhance Canopy Cover										
Action 1.1	Conduct urban tree canopy (UTC) assessment every 10-years	\$							Every 10 years	Medium
Action 1.2	Review and implement tree preservation requirements in city ordinance	\$\$\$-\$\$\$\$							1-5 years	Medium
Action 1.3	Evaluate feasibility of adding more incentives to increase tree planting on residential and other private property	\$							1-5 years	Medium
Action 1.4	Monitor and ensure trees are successful in the first 3-years of planting	\$							Ongoing	Low
Goal 2: Plant Trees										
Action 2.1	Evaluate the feasibility of a tree planting and replacement plan as a supplement to the UFMP	\$							1-5 years	Medium
Action 2.2	For new developments, implement a replacement ratio for planting trees that is consistent with the City tree ordinance	\$							1-2 years	High
Action 2.3	Continue to collaborate with nonprofit and neighborhood groups for tree planting	\$							Ongoing	Medium
Action 2.4	Ensure trees planted in developments follow best management practices	\$\$-\$							Ongoing	High
Action 2.5	Consider that larger planting projects may qualify as mitigation strategies for meeting CEQA requirements	\$							Ongoing	Low
Goal 3: Periodically Review Tree Ordinances and Engineering Standards										
Action 3.1	Review tree ordinances at least every 5-years and revise as appropriate	\$							Every 5 years	Low
Action 3.2	Explore community support for heritage and significant tree protection on private property	\$							1-5 years	Medium
Action 3.3	Review design and construction standards for trees and planting sites	\$\$-\$							Every 5 years	Medium
Action 3.4	Ensure, as part of development plan review, underground utilities are placed to avoid conflict with trees	\$\$-\$							Ongoing	High
Goal 4: Maintain Public Tree Inventory Data										
Action 4.1	Continue to develop the public tree inventory	\$							Ongoing	Medium
Action 4.2	Standardize and create a policy guide for tree inspection protocol	\$							1-5 years	High

\$ = less than \$25,000 \$\$ = \$25,000-\$50,000 \$\$\$ = \$50,000-\$100,000 \$\$\$\$ = greater than \$100,000

City of Woodland Urban Forest Master Plan															
Policies, Goals & Actions					Cost	2019	2020	2021	2022	2023	2024 2028	2029 2033	2034 2039	Timeframe	Priority
Goal 4: Maintain Public Tree Inventory Data (Continued)															
Action 4.3 Integrate inventory data into accessible software or data management systems					\$									1-2 years	High
Goal 5: Maintain Public Trees on a 7-Year Cycle															
Action 5.1 Maintain all public trees are on a regular 7-year pruning and maintenance cycle (dependent upon funding/resources)					\$\$\$\$									Ongoing	High
Action 5.2 Develop an annual work plan					\$									Ongoing	High
Goal 6: Manage the Public Tree Inventory for Species Diversity															
Action 6.1 Collect tree species information when performing tree work					\$									Ongoing	Low
Action 6.2 Plan for ideal species diversity					\$									Ongoing	High
Goal 7: Periodically Calculate and Review Ecosystem Benefits															
Action 7.1 Complete a resource analysis (using i-Tree or another model) every 10-years					\$									Every 10 years	Low
Action 7.2 Review changes to benefits, composition, and benefit versus investment ratio					\$									Every 10 years	Low
Goal 8: Optimize Urban Forestry Programming															
Action 8.1 Develop a Policy and Procedures Manual for Urban Forestry					\$									1-5 years	High
Action 8.2 Develop annual work plans and goals to guide routine operations					\$									Ongoing	High
Action 8.3 Define Quality Assurance protocols for urban forestry operations					\$									1-5 years	High
Action 8.4 Develop a Risk Management Plan and policy for urban forestry operations					\$									1-2 years	High
Action 8.5 Qualify and apply for Tree Care Industry Association (TCIA) Accreditation (managers/field supervisors)					\$									1-5 years	Low
Goal 9: Ensure Planning Documents Reference the Urban Forestry Master Plan															
Action 9.1 As existing planning documents are revised, ensure they reference the UFMP					\$									Ongoing	High
\$ = less than \$25,000 \$\$ = \$25,000-\$50,000 \$\$\$ = \$50,000-\$100,000 \$\$\$\$ = greater than \$100,000															

City of Woodland Urban Forest Master Plan

Policies, Goals & Actions

Policies, Goals & Actions					Cost	2019	2020	2021	2022	2023	2024 2028	2029 2033	2034 2039	Timeframe	Priority
Goal 10: Annually Review Urban Forest Master Plan + Revise Every 10 Years															
Action 10.1 Review annually and revise the UFMP every 10-years					\$\$									Every 10 years	High
Goal 11: Sustainable Urban Forestry Funding															
Action 11.1 Explore community support for Park district overlay that would provide dedicated funding to parks and urban forestry					\$									5-10 years	Low
Action 11.2 Reorganize tree maintenance zones to have a more balanced distribution of trees					\$									Every 5 years	Low
Action 11.3 Identify opportunities for additional sources of revenue					\$									Ongoing	Medium
Goal 12: Community Outreach and Engagement															
Action 12.1 Continue to develop the Urban Forest webpage					\$									Ongoing	Medium
Action 12.2 Coordinate a citywide outreach strategy rather than a departmental effort					\$									Ongoing	Medium
Action 12.3 Engage the community in the analysis, alternatives, and recommendations for further urban forestry related planning processes and potential code changes					\$									Every 5 years	Medium
Action 12.4 Continue to promote outreach materials that communicate information about trees and the urban forest					\$									Ongoing	Medium
Goal 13: Collaborate with Partners															
Action 13.1 Continue to collaborate with City departments (Public Works and Community Development), nonprofits, and neighborhood groups					\$									Ongoing	High
Action 13.2 Maintain Tree City USA status					\$									Ongoing	High
Action 13.3 Qualify and apply for Society of Municipal Arborists (SMA) accreditation					\$									1-5 years	Low
Action 13.4 Explore partnerships that can identify and support opportunities for grants and financial assistance for low-income residents and non-profits to facilitate tree removal and planting or help defray costs					\$									Ongoing	Medium
Goal 14: State of the Urban Forest Report															
Action 14.1 Develop and deliver State of the Urban Forest Report every 5-10 years					\$									Every 5-10 years	High

\$ = less than \$25,000 \$\$ = \$25,000-\$50,000 \$\$\$ = \$50,000-\$100,000 \$\$\$\$ = greater than \$100,000





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: I.16.
SUBJECT: Woodland Fire Services Standards of Coverage and Headquarters Capacity Review

Recommendation for Action: Staff recommends that the City Council receive the Fire Department Standards of Coverage and Staffing study and direct staff to develop a multi-year plan for phased implementation of the study recommendations.

Staff Contact:

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

Fiscal Impact:

While the Standards of Coverage and Fire Headquarters Staff Capacity Review in and of itself has no direct fiscal impact, implementing the recommendations will have significant fiscal impacts over several years to include capital costs for relocation of Station #3, in the short-term, and future construction of a fourth fire station in the north part of the city. Additionally, the study identifies the need for incremental staffing, over time, required to maintain adequate service levels and administrative capacity consistent with future development and growth projections assumed in the City's 2035 General Plan.

Background:

The City of Woodland (City) Fire Department (Department) retained Citygate Associates, LLC (Citygate) to conduct a comprehensive Standards of Coverage (SOC) and staff capacity assessment to provide a foundation for future fire service planning. The goal of this assessment is to identify appropriate, best-practices service standards in relation to current levels of service, and inform planning to ensure that desired service levels are maintained as the city continues to grow. The study evaluated current and projected gaps in operations and resources, and provides a series of recommendations to improve Department operations and services over time. Acceptance of this report does not bind Council to the recommendations contained therein, but rather provides an objective basis upon which to build upon the current capacity of the Fire Department, consistent with the Council's policy direction for fire services.

Discussion:

As the City of Woodland grows and evolves so too must its ability to provide Fire and Emergency services to our residents, the business community and visitors. This study is intended to assist the Council with their commitment to improve the capacity of the Fire Department to meet the needs of the community now and into the future. The City took a step toward meeting those needs with the reestablishment of a standalone fire department just two years ago. An additional step is being advanced with the decision to relocate Fire Station #3 to property being purchased from the Woodland Joint Unified School District at Highway 113 and Gibson Road.

This Standards of Coverage study relies on best practices based, and identifies a set of recommendations on how best to address Woodland's growing needs for fire and emergency services over time.. It includes a full assessment of our evolving risks to be protected, responsibilities, fire/EMS prevention and education services to be provided contrasted against desired emergency outcomes. The Standards of Coverage and Fire

Headquarters Staff Capacity Review thus serves as a foundational document from which to build a comprehensive plan for the future.

Major findings and recommendations in the study concern a) the number and location of fire stations, b) on-duty fire unit staffing, c) the need for adequate headquarters staff required to provide ongoing management, regulatory oversight and administrative support for the department. Following presentation and acceptance of the report, staff anticipates developing a multi-year implementation plan to advance the recommendations contained in the report, contingent upon availability of resources.

Conclusion:

Staff recommends that the City Council receive and accept the Citygate Associates' study and direct staff to develop a multiyear plan for phased implementation of the study's recommendations.

Prepared By: Rebecca Ramirez, Fire Chief

Reviewed By: Paul Navazio, City Manager



Paul Navazio
City Manager

Attachments:

1. Vol 1 - Woodland SOC and HQ Technical Report (03-14-19)



CITY OF WOODLAND, CA

VOLUME 1: TECHNICAL REPORT

STANDARDS OF COVERAGE AND HEADQUARTERS STAFF CAPACITY REVIEW

MARCH 14, 2019

 **CITYGATE ASSOCIATES, LLC**

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Standards of Coverage and Headquarters Staff Capacity Review

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VOLUME 2 of 2 – Map Atlas (separately bound)

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EXECUTIVE SUMMARY

The City of Woodland (City) Fire Department (Department) retained Citygate Associates, LLC (Citygate) to conduct a comprehensive Standards of Coverage (SOC) and headquarters staff capacity assessment to provide a foundation for future fire service planning. The goal of this assessment is to identify both current services and desired service levels, and then to assess the City's ability to provide them. After understanding any possible gaps in operations and resources, Citygate has provided recommendations to improve Department operations and services over time.

This assessment is presented in several parts, including this Executive Summary outlining the most significant findings and recommendations; the fire station/crew deployment analysis supported by maps and response statistics; and assessment of headquarters programs. A separate Map Atlas (**Volume 2**) contains all the maps referenced throughout this report. Overall, there are 27 findings and nine specific action recommendations.

POLICY CHOICES FRAMEWORK

While the National Fire Protection Association (NFPA) makes recommendations regarding fire protection best practices (standards), there are no mandatory federal or State regulations directing a minimum level of fire service staffing, response times, or outcomes. Thus, the level of fire protection services provided are a *local policy decision* and communities have the level of fire services that they can afford, which may not always be the level desired nor consistent with various NFPA best practices. However, if fire services are provided at all, local, State, and federal regulations relating to firefighter and citizen safety must be followed. The recommendations described herein contain a mixture of both Citygate experience-based best practices for modern day challenges, longtime client response systems analyses, and various NFPA standards.

OVERALL SUMMARY OF CITY FIRE CREW DEPLOYMENT

Citygate finds that the Department is well organized to accomplish its mission to serve an urban/suburban population in a municipal land-use pattern. The Department is using best practices and is data driven, as necessary.

Fire service deployment, simply stated, is about the *speed* and *weight* of the response. *Speed* refers to initial response (first-due) of all-risk intervention resources (engines and trucks) strategically deployed across a jurisdiction for response to emergencies within a time interval to achieve desired outcomes. *Weight* refers to multiple-unit responses (Effective Response Force, or ERF, commonly also called a First Alarm) for more serious emergencies such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents. In these situations, a sufficient number of firefighters must be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event.

If desired outcomes include limiting building fire damage to only part of the inside of an affected building and/or minimizing permanent impairment resulting from a medical emergency, then initial units should arrive within 7:30 minutes from 9-1-1 notification and a multiple-unit ERF should arrive within 11:30 minutes of 9-1-1 notification at the Countywide fire dispatch center, the Yolo Emergency Communications Agency (YECA), all at 90 percent or better reliability. Total response time to emergency incidents includes three distinct components: (1) 9-1-1 call processing/dispatch time; (2) crew turnout time; and (3) travel time. Citygate- and NFPA-recommended best practices for these response components are 1:30 minutes, 2:00 minutes, and 4:00/8:00 minutes respectively for first-due and multiple-unit ERF responses in urban areas.

In the City, the current fire station system provides the following first-due unit response time performance across a variety of population density/risk areas for emergency medical and fire incident types. As Table 1 shows, no station areas perform more slowly than the 7:30-minute best practice goal for an urban area.

Table 1—Call to Arrival Analysis (Taken from Table 21)

Station	2018
Department-Wide	7:03
Station 1	6:48
Station 2	6:55
Station 3	7:28

The Department's dispatch and crew turnout times are *very good*. Given this the next table shows the travel time measures across the City's street network.

Table 2—Travel Analysis (Taken from Table 20)

Station	2018
Department-Wide	5:10
Station 1	4:52
Station 2	5:09
Station 3	5:31

The overall longer-than-desired 4:00-minute first-due unit travel times are *not* only due to fire station spacing. It is more the result of the non-grid street network design in some sections of the City, traffic, natural open spaces, and built barriers (such as highways), along with simultaneous incidents at peak hours of the day. While first-due single unit response is a challenge, as a positive, the number of building fires requiring a total response force of all four Woodland units is small,

and given three stations, the 9-1-1 call to arrival times are excellent at less than 9:40 minutes against a Citygate-recommended goal of 11:30 minutes.

Department resources and equipment are appropriate to protect against the hazards likely to impact the City, and daily staffing of 12 firefighters and one Battalion Chief, totaling 13, only provides a *minimum* total response force sufficient for a single modest emerging serious fire incident or two to three EMS incidents. Both NFPA and Citygate recommend a serious house fire receive at least 14 to 15 initial personnel. In Woodland, for serious incidents requiring more than the 13 personnel on-duty, help must come from automatic aid, which is not less than 10:00-minutes away. The Department does not have enough staff on duty to meet serious incident risks. As resources allow, the City should incrementally increase daily firefighter staffing and eventually open a fourth fire station.

As the geographic mapping indicated, Station 3 could be relocated to improve coverage. As the City continues to evolve, a fourth fire station would be highly desirable to increase daily staffing to serious emergencies and coverage for simultaneous incidents. A fourth station would also lessen the need for rapid mutual aid.

Overall, the Department is doing an excellent response job from just three stations, with 90 percent of all fire and EMS incidents being reached in just over 7:00 minutes from the call receipt at the YECA. But as more incidents continue to occur, especially past the reach of Stations 1 and 2 with the highest incident demand currently, the travel times will get longer and then the dispatch and turnout time success will not be enough to mask the longer first-due travel times.

OVERALL SUMMARY OF HEADQUARTERS PROGRAMS

It is considered a good practice to corroborate that the headquarters and support functions are in alignment with a department's response operations. This ensures that not only are responses timely, but that the personnel are well trained, properly supported, and that fire prevention activities are being performed to reduce calls for service.

A fire department needs a committed management organization that is properly sized, adequately trained, and appropriately supported. Safety compliance regulations for fire services operation are increasingly serious and costly to support over the past 20-years, so the proper hiring, training, and supervision of firefighters requires a serious leadership and general management commitment.

During the recession, most all fire departments reduced headquarters personnel to keep budget reductions away from station staffing. Woodland was no exception and even used the Police Chief as a temporary shared Public Safety Director. However, the City recognized this was not a sustainable solution and has now hired a Fire Chief and Fire Marshal.

However, the fire headquarters unit is still very small and struggles to do more than short-term, day-to-day management. A lot of administrative duties are pushed down to line personnel, but

while beneficial for career development, this is also a limited solution, given experience with some issues and a firefighter's rotating shift schedule across a month.

Citygate's Administration Division workload assessment identified the following potential single points of failure for critical business processes/services:

- ◆ Lack of a second-in-command, mid-management chief officer. This capacity is typical, in Citygate's experience, in departments similar in size to the City of Woodland Fire Department and plays a key organizational role in providing:
 - Continuity of leadership in the Fire Chief's absence
 - Full-time administration and oversight of the Operations Division
 - Mid-Manager career succession development
 - The capacity to support the on-duty Battalion Chief at a serious incident
 - Chief-officer-level administrative capacity to assist the Fire Chief with key Department functions and initiatives including:
 - Strategic/Master and disaster preparedness planning
 - Budget development and management
 - Shift personnel scheduling software set-up and implementation
 - Departmental policies and operating rules implementation
 - Succession plan development
 - Coordination of training, leadership and mentoring
 - Programs development such as studies, grant writing, neighborhood CERT program and Insurance Service Office (ISO) rating reviews, to name a few.
- ◆ There is a lack of redundant capacity for Department-level accounts payable/receivable, payroll, human resources, training scheduling/records, and other general administrative and clerical duties/responsibilities currently performed by the Management Analyst whom is in a higher-level job description. There is no office support professionals (clerical) positions at all in the fire department.

Given these issues, Citygate's recommendations are modest; there needs to be another administrative chief officer / second-in-command as soon as resources allow, and one office support professional position added that can be shared between general fire administration and fire prevention programs.

DEPLOYMENT KEY FINDINGS AND RECOMMENDATIONS

The following are key findings and recommendations presented throughout the report.

- Finding #1:** The Department has established response performance objectives partially consistent with best practice recommendations as published by the CFAI and the NFPA for career fire departments. The current measure does not include dispatch time and uses an unrealistic turnout time goal.
- Finding #2:** The Department has a standard response plan that considers risk and establishes an appropriate initial response for each incident type; each type of call for service receives the combination of engines, trucks, specialty units, and command officers customarily needed to effectively control that type of incident based on Department experience. However, the Department is dependent upon automatic aid resources to fill all responses requiring more than 13 personnel.
- Finding #3:** Based upon present staffing levels, the Department is unable to meet a desirable minimum structure fire response as recommended by the Citygate and the NFPA. The Department is also unable to meet minimum aerial truck staffing minimum of four personnel to safely and effectively deliver truck company operations.
- Finding #4:** The geographic analysis shows that a relocation of Station 3 to the envisioned East Gibson Road site provides very effective coverage, increasing public road mile coverage by seven percent, thus improving response times to several neighborhoods without decreasing coverage to existing residential areas.
- Finding #5:** If Station 3 is moved as mapped, the small southeast edge of the Springlake neighborhood is covered in the fifth minute of travel time and, given the small size of this area from 4:00 to 5:00 minutes of travel, it would not be cost-efficient to locate a fourth fire station in the southern Springlake neighborhood.
- Finding #6:** Towards build-out of the City, a fourth fire station would be beneficial for three reasons—increasing first-unit coverage by another five percent to a total of 95 percent, improving first-due unit coverage in the north to northeast areas, and improving simultaneous incident coverage in Station 1’s area.
- Finding #7:** The Department’s service demand is consistent, indicating the need for a 24-hour-per-day, seven-days-per-week fire and EMS emergency response system.
- Finding #8:** The number of simultaneous incidents is increasing annually. As simultaneous incidents increase, the coverage provided by the busiest companies to their own areas, as well as to adjacent station areas, diminishes. For many of these

occurrences, Station 3 must move up to downtown to cover for predictable new incidents. Doing so takes Station 3 away from other duties and rapid eastside response. This is one reason why the relocation of Station 3 to a major east/west road becomes so effective and why a fourth station will become necessary.

Finding #9: The engine and ladder unit-hour utilization (UHU) rates do not yet come close to saturation levels of 30 percent hour over hour. However, with only four units in a three-station fire department, the simultaneous rate of two incidents open at once at 25 percent creates times of the day when the Department cannot cover all the neighborhoods within desired response time goals or deliver an effective four-unit response to serious fires and other large emergencies.

Finding #10: Call processing time, at 45 seconds, is very good performance against an NFPA best practices recommendation of 90 seconds.

Finding #11: Crew turnout performance, at 2:06 minutes, *nearly meets* than a Citygate-recommended goal of 2:00 minutes or less.

Finding #12: First-due unit travel time performance to 90 percent of the incidents Citywide at 5:10 minutes is past an NFPA and Citygate best practices goal of 4:00 minutes. This is due to only fielding three fire stations and the impact of simultaneous incident demand.

Finding #13: The Department's call to arrival time to 90 percent of the incidents, at 7:03 minutes, is better than Citygate's goal of 7:30 minutes. The fast dispatch time is covering for the somewhat longer travel times from a three-fire-station system.

Finding #14: While the number of building fires requiring a total response force of all four Woodland units is small, the call to arrival times are excellent at less than 9:40 minutes against a best practice goal of 11:30 minutes.

Recommendation #1: **Adopt Updated Deployment Policies:** The City Council should adopt *updated*, complete performance measures, including dispatch processing time, to aid deployment planning and to monitor performance. The measures of time should be designed to deliver outcomes that will save patients when possible upon arrival and to keep small but serious fires from becoming more serious. With this in mind, Citygate recommends the following measures:

1.1 **Distribution of Fire Stations:** To treat pre-hospital medical emergencies and control small fires, the first-due unit should arrive

within 7:30 minutes, 90 percent of the time from the receipt of the 9-1-1 call at fire dispatch; this equates to a 90-second dispatch time, a 2:00-minute company turnout time, and a 4:00-minute travel time.

1.2 Multiple-Unit Effective Response Force for Serious Emergencies: To confine building fires near the room of origin, keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit ERF of at least 14 personnel, including at least one chief officer should arrive within 11:30 minutes from the time of 9-1-1 call receipt in fire dispatch, 90 percent of the time; this equates to a 90-second dispatch time, 2:00-minute company turnout time, and 8:00-minute travel time.

1.3 Hazardous Materials Response: Provide hazardous materials response designed to protect the City from the hazards associated with uncontrolled release of hazardous and toxic materials. The fundamental mission of the Fire Department's response is to isolate the hazard, deny entry into the hazard zone, and notify appropriate officials/resources to minimize impacts on the community. This can be achieved with a first-due total response time of 7:30 minutes or less to provide initial hazard evaluation and/or mitigation actions. After the initial evaluation is completed, a determination can be made whether to request additional resources from the regional hazardous materials team.

1.4 Technical Rescue: Respond to technical rescue emergencies as efficiently and effectively as possible with enough trained personnel to facilitate a successful rescue with a first-due total response time of 7:30 minutes or less to evaluate the situation and/or initiate rescue actions. Following the initial evaluation, assemble additional resources as needed within a total response time of 11:30 minutes to safely complete rescue/extrication and delivery of the victim to the appropriate emergency medical care facility.

Recommendation #2: Citygate recommends the City pursue a relocation of Fire Station 3 to or very near the identified school parcel site on East Gibson Road.

Recommendation #3: As revenues allow, add a fourth firefighter per day to the ladder truck crew (one per platoon, three total). Then add a fifth per day (three more, six total). When two more are online, operate a quick response squad to handle low-acuity medical incidents. Then, when a third person per

day can be funded (three more, nine total), move the three personnel per day to a new fourth fire station. In the near term, a fourth and then fifth firefighter per day also increases the ERF force to serious emergencies and lessens the dependence on mutual aid.

Recommendation #4: As soon as is practical and to preserve the land for future use when needed, the City should pursue the acquisition of a fourth fire station parcel in the northern area of the City close to the site tested in this study.

HEADQUARTERS PROGRAMS KEY FINDINGS AND RECOMMENDATIONS

Finding #15: The Fire Chief spends approximately 20-35 percent of available work capacity performing duties and responsibilities typically performed by a subordinate chief officer in similar-sized departments.

Finding #16: The trial-period administrative Battalion Chief position has added executive-level succession development training and additional critical executive administrative capacity, but lacked ongoing funding, the needed oversight capabilities, and the positional authority of a Deputy Chief.

Finding #17: The operations Battalion Chiefs spend at least half of their available work time performing administrative duties.

Finding #18: Approximately 50 percent of the Management Analyst's time is spent performing general clerical duties more appropriate to the Administrative Clerk I/II level.

Finding #19: Insufficient administrative capacity has resulted in the inability to address multiple key Department-level issues and initiatives.

Finding #20: The Department lacks a formal safety program consistent with recommended best practices.

Finding #21: Due to limited administrative chief officer support, the Department lacks the ability to develop and update adequate standardized operating procedures consistent with best practices.

Finding #22: The Department lacks a formal employee health and wellness program consistent with recommended best practices.

Finding #23: The Administration Division has multiple single points of failure relative to continuity of leadership, executive administrative capacity, and critical business

processes and services. The primary positions of concern are the Fire Chief, Management Analyst, and the Battalion Chief if more than one of the three was to be on extended, unplanned leave.

Finding #24: The Administration Division has significant one-time and ongoing workload capacity gaps that would require approximately 1.25-2.25 FTE additional staffing capacity to remedy.

Finding #25: The Fire Prevention Division has no budgeted clerical support, resulting in Division staff working below their classification/position description to perform these duties.

Finding #26: The Fire Prevention Division has an ongoing clerical workload capacity gap that would require at least .5 FTE of clerical office support to remedy.

Finding #27: Due to best practices fire prevention program needs, the Fire Prevention Specialists need to perform technical duties beyond that of their older job classifications.

Recommendation #5: The City should consider adding at least one permanent administrative chief officer above the rank of Battalion Chief as fiscal resources allow to provide critical leadership continuity and mid-management-level workload capacity.

Recommendation #6: The City should consider adding at least .5 FTE of administrative clerical office support as fiscal resources allow to relieve a critical Administration Division workload capacity gap and to provide redundant capacity for critical business services and processes.

Recommendation #7: The City and Department should consider adding at least .5 FTE of clerical office support for the Fire Prevention Division as fiscal resources allow.

Recommendation #8: Study the fire prevention job classifications to add, as needed, higher level capabilities and functions consistent with current and future program technical needs.

Recommendation #9: For other than adopting updated response time measures, staff should return to the Council with a detailed implementation plan for this study's recommendations, across multiple fiscal years, to include costs, new positions, and headquarters staff impacts to accomplish the Council's direction.

NEXT STEPS

Near-Term

- ◆ Review and absorb the content, findings, and recommendations of this report.
- ◆ Share key elements of this report with other project stakeholders.
- ◆ Adopt revised response performance goals as recommended.
- ◆ Fund a second-in-command, 40-hour chief officer position.
- ◆ Return to the City Council an implementation plan for this study's recommendations.
- ◆ Continue collaboration on the relocation of Station 3 to better serve the eastern portion of the City.

Longer-Term

- ◆ Monitor the workload as recommended on the Department's response times.
- ◆ Begin the process to identify and secure a fourth fire station location.
- ◆ Monitor response performance and adjust deployment staffing and policies as appropriate.
- ◆ Incrementally add additional firefighting staff to better serious incident staffing needs, which would also further allow for deployment flexibility building toward opening a fourth fire station.

SECTION 1—INTRODUCTION AND BACKGROUND

The City of Woodland (City) Fire Department (Department) retained Citygate Associates, LLC (Citygate) to conduct a comprehensive Standards of Coverage (SOC) and headquarters staff capacity assessment to provide a foundation for future fire service planning. The goal of this assessment is to identify both current services and desired service levels and then to assess the City's ability to provide them. Citygate's scope of work and corresponding Work Plan were developed consistent with Citygate's Project Team members' experience in fire administration and deployment. Citygate utilizes various National Fire Protection Association (NFPA) and Insurance Services Office (ISO) publications as best practice guidelines, along with the self-assessment criteria of the Commission on Fire Accreditation International (CFAI).

1.1 REPORT ORGANIZATION

This report is organized into the following sections. **Volume 2** (Map Atlas) is separately bound.

Executive Summary: Summary of current services and significant future challenges.

Section 1 Introduction and Background: An introduction to the study and background facts about the City of Woodland.

Section 2 Standards of Coverage Assessment: An overview of the SOC process and detailed analysis of existing deployment policies, outcome expectations, community risk, critical tasks, distribution and concentration effectiveness, reliability and historical response effectiveness, and overall deployment evaluation.

Section 3 Headquarters Programs Review: An assessment of the Department's headquarters staffing and programs.

Section 4 Next Steps: The most pertinent long- and short-term next steps for the City to consider.

Appendix A Risk Assessment

1.1.1 Goals of the Report

This report cites findings and makes recommendations, as appropriate, related to each finding. Findings and recommendations throughout this report are sequentially numbered. A complete list of all these same findings and recommendations is provided in the Executive Summary.

This document provides technical information about the way fire services are provided and legally regulated and the way the Department currently operates. This information is presented in the form of recommendations and policy choices for consideration by the Department and City.

The result is a solid technical foundation upon which to understand the advantages and disadvantages of the choices facing Department and City leadership regarding the best way to provide fire services and, more specifically, at what level of desired outcome and expense.

1.1.2 Limitations of Report

While the NFPA makes recommendations regarding fire protection best practices (standards), there are no mandatory federal or State regulations directing a minimum level of fire service staffing, response times, or outcomes. Thus, the level of fire protection services provided are a *local policy decision* and communities have the level of fire services that they can afford, which may not always be the level desired nor consistent with various NFPA best practices. However, if fire services are provided at all, local, State, and federal regulations relating to firefighter and citizen safety must be followed. The recommendations described herein contain a mixture of both Citygate experience-based best practices for modern day challenges, longtime client response systems analyses, and various NFPA standards.

While this report and technical explanation can provide a framework for the discussion of Department services, neither this report nor the Citygate team can make the final decisions, nor can they cost out every possible alternative in detail. Once final strategic choices receive policy approval, City staff can conduct any final costing and fiscal analysis as typically completed in its normal operating and capital budget preparation cycle.

1.2 PROJECT APPROACH AND SCOPE OF WORK

1.2.1 Project Approach and Research Methods

Citygate utilized multiple sources to gather, understand, and model information about the City and the Department. Citygate requested a large amount of background data and information to better understand current costs, service levels, history of service level decisions, and other prior studies.

In subsequent site visits, Citygate performed focused interviews of the Department's project team members and other project stakeholders. Citygate reviewed demographic information about the City and the potential for future growth and development. Citygate also obtained map and response data from which to model current and projected future fire service deployment, with the goal to identify the location(s) of stations and crew quantities required to best serve the City as it currently exists and to facilitate future deployment planning.

Once Citygate gained an understanding of the Department's service area and its fire and non-fire risks, the Citygate team then developed a model of fire services that was tested against the travel time mapping and prior response data to ensure an appropriate fit. Citygate also evaluated future City growth and service demand by risk type and evaluated potential alternative emergency and non-emergency service delivery models. This resulted in Citygate proposing an approach to both address current needs with effective and efficient use of existing resources and long-range needs.

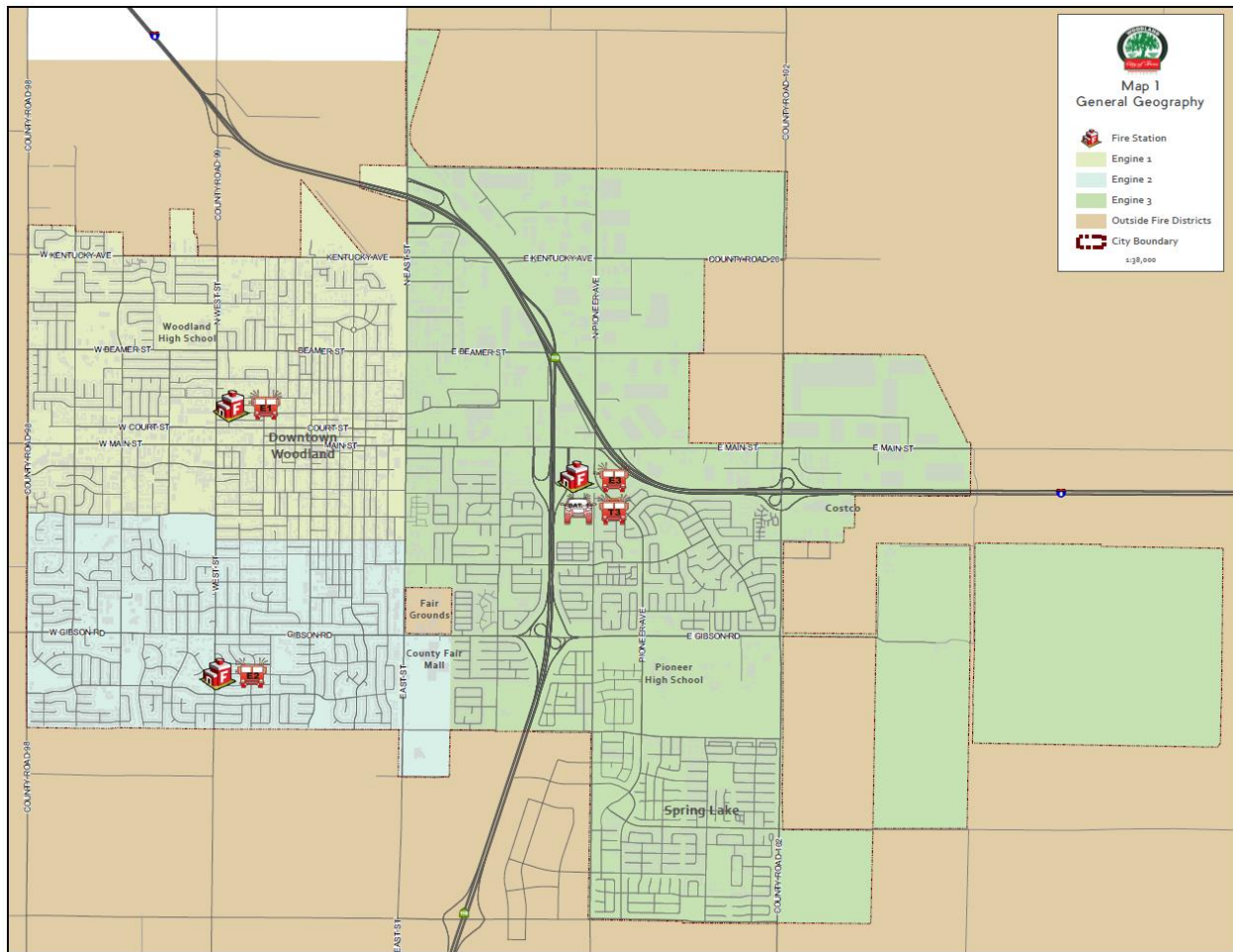
The result is a framework for enhancing Fire Department services while meeting reasonable community expectations and fiscal realities.

1.2.2 Project Scope of Work

Citygate's approach to this Standards of Coverage assessment involved:

- ◆ Reviewing information provided by the Department and the City and conducting stakeholder listening sessions with project stakeholders.
- ◆ Utilizing a geographic mapping provided by City Geographic Information System (GIS) staff to model fire station travel time coverage.
- ◆ Using an incident response time analysis program called StatsFD™ to review the statistics of prior incident performance, plotting the results on graphs and geographic mapping exhibits.
- ◆ Identifying and evaluating future City population and related development growth.
- ◆ Projecting future service demand by risk type.
- ◆ Identifying and evaluating potential alternate service delivery models.
- ◆ Recommending appropriate risk-specific response performance goals.
- ◆ Identifying a long-term strategy, including incremental short- and mid-term goals, to achieve desired response performance objectives.
- ◆ Utilizing the CFAI self-assessment criteria, NFPA 1201 – Standard for Providing Emergency Services to the Public, and other NFPA standards as the basis for evaluating support services, including administration, dispatch, fire prevention, safety, training, and facility and equipment maintenance.

Figure 1—Fire Station Districts and General Geography



1.3 FIRE DEPARTMENT OVERVIEW

The origins of organized fire protection in Woodland¹ can be traced to a series of fires in the late 1860s, which focused the attention of the community on the dangers of the “fiery element.”

A group of interested citizens joined together to create “some kind of Fire Department.” Their efforts resulted in the formation of the Woodland Hook and Ladder Company in August of 1870.

Residents soon decided that they needed a fire engine to assist their efforts, so the City ordered a new steam fire engine. In May of 1875, the Woodland Fire Department was reorganized to include the Hook and Ladder Company and the newly formed Engine and Hose Company, both to serve under one Chief. In April of 1876, the new steamer arrived along with a hose cart and 500 feet of

¹ City of Woodland Website

hose. With the addition of this equipment, the City had achieved a level of protection that would remain essentially unchanged until the 1920s.

The Woodland Fire Department entered the modern age of fire protection in 1924 when it took delivery of two brand new American LaFrance motorized fire engines. It was also during this time that firefighters were beginning to utilize more scientific methods in fire extinguishment, fire investigation, and fire prevention. As Woodland grew, so did the Fire Department, in size, and in its ability to handle larger incidents.

In 1982, the Department merged with the Springlake Fire Department and began providing services to part of the Springlake Fire Protection District. The Department now protects an area in excess of 50 square miles. With modern equipment and training, it is able to face challenges ranging from fires, medical emergencies, and vehicle accidents, to hazardous material spills and confined-space rescues.

At present the Department operates under the authority of the City Council and provides fire suppression, Basic Life Support (BLS) first responder pre-hospital emergency medical care, technical rescue, initial hazardous material spill/release, fire prevention, and community education services from three fire stations and a headquarters office, as shown in Table 3 and Figure 2. The Department responded to 7,074 calls for service in 2018, with dispatch services provided by the Countywide fire dispatch center, the Yolo Emergency Communications Agency (YECA). The Department received an ISO Public Protection Class 3 urban, Class 3Y rural rating in February 2015.

Table 3—Fire Department Budgeted Positions

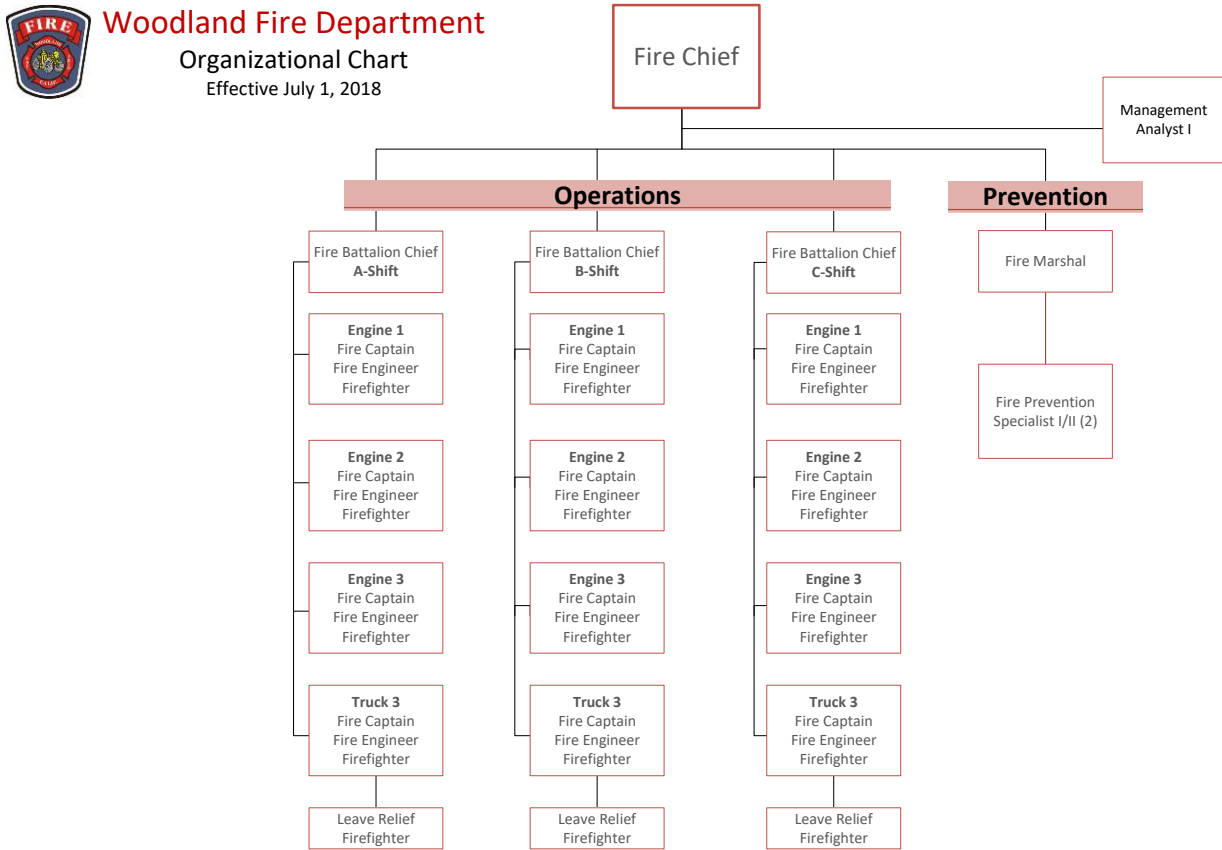
Function	Budgeted Positions
Administration	2
Operations (line and 3 Battalion Chiefs)	42
Fire Prevention	3
Total	47

Source: 2017/2018 City Budget, page 52

Figure 2 shows the organizational structure of the Department.

Woodland, CA Fire Department
Standards of Coverage and Headquarters Staff Capacity Review

Figure 2—Fire Department Organizational Chart



Source: Fire Department

1.3.1 Facilities and Resources

The Department provides services from three fire stations as shown in Table 4.

Table 4—Fire Department Facilities and Daily Assigned Resources

Station	Location	Primary Assigned Resources	Minimum Staffing
1	101 Court Street	Engine	3
2	1619 West Street	Engine	3
3	1550 Springlake Court	Engine Ladder Truck Battalion Chief	3 3 1
Total			13

Source: Fire Department

Woodland, CA Fire Department
Standards of Coverage and Headquarters Staff Capacity Review

The Department provides services with three front line structural fire engines, one aerial ladder truck, six specialty apparatus that are cross-staffed by primary crews, reserve engines, and a reserve ladder truck.

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SECTION 2—STANDARDS OF COVERAGE ASSESSMENT

This section provides a detailed analysis of the Department’s current ability to deploy and mitigate emergency risks within its service area. The response analysis uses prior response statistics and geographic mapping to help the Department and the community to visualize what the current response system can and cannot deliver.

2.1 STANDARDS OF COVERAGE PROCESS OVERVIEW

The core methodology used by Citygate in the scope of its deployment analysis work is the *Standards of Coverage*, 5th and 6th editions, which is a systems-based approach to fire department deployment published by the CFAI. This approach uses local risk and demographics to determine the level of protection best fitting a community’s needs.

The SOC method evaluates deployment as part of a fire agency’s self-assessment process. This approach uses risk and community expectations on outcomes to help elected officials make informed decisions regarding fire and emergency medical services deployment levels. Citygate has adopted this multiple-part systems approach as a comprehensive tool to evaluate fire station locations. Depending on the needs of the study, the depth of the components may vary.

Such a systems approach to deployment, rather than a one-size-fits-all formula, allows for local determination. In this comprehensive approach, each agency can match local needs (risks and expectations) with the costs of various levels of service. In an informed public policy debate, a governing board “purchases” the fire and emergency medical service levels the community needs and can afford.

While working with multiple components to conduct a deployment analysis is admittedly more work, it yields a much better result than using only a singular component. For instance, if only travel time is considered, and frequency of multiple calls is not considered, the analysis could miss over-worked companies. If a risk assessment for deployment is not considered, and deployment is based only on travel time, a community could under-deploy to incidents.

Table 5 describes the eight elements of the Standards of Coverage process.

Table 5—Standards of Coverage Process Elements

SOC Element		Description
1	Existing Deployment Policies	Reviewing the deployment goals, the agency has in place today.
2	Community Outcome Expectations	Reviewing the expectations of the community for response to emergencies.
3	Community Risk Assessment	Reviewing the assets at risk in the community. (For this report, see Appendix A—Risk Assessment.)
4	Critical Task Analysis	Reviewing the tasks that must be performed and the personnel required to deliver the stated outcome expectation for the ERF.
5	Distribution Analysis	Reviewing the spacing of first-due resources (typically engines) to control routine emergencies.
6	Concentration Analysis	Reviewing the spacing of fire stations so that more complex emergencies can receive sufficient resources in a timely manner (First Alarm Assignment or the ERF).
7	Reliability and Historical Response Effectiveness Analysis	Using prior response statistics to determine the percent of compliance the existing system delivers.
8	Overall Evaluation	Proposing Standard of Coverage statements by risk type as necessary.

Source: CFAI *Standards of Cover*, 5th Edition

Fire service deployment, simply summarized, is about the *speed* and *weight* of the response. *Speed* refers to initial response (first-due), all-risk intervention resources (engines, trucks, and/or ambulances) strategically deployed across a jurisdiction for response to emergencies within a specified time interval to prevent routine to moderate emergencies from escalating to greater size or severity. *Weight* refers to multiple-unit responses for more serious emergencies such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents. In these situations, a sufficient number of firefighters must be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event. Table 6 illustrates this deployment paradigm.

Table 6—Fire Service Deployment Paradigm

Element	Description	Purpose
Speed of Response	Travel time of initial response of all-risk intervention units strategically located across a jurisdiction.	Controlling routine to moderate emergencies without the incident escalating in size or complexity.
Weight of Response	Number of firefighters in a multiple-unit response for serious emergencies.	Assembling enough firefighters within a reasonable time frame to safely control a more complex emergency without escalation.

Thus, smaller fires and less complex emergencies require a single-unit or two-unit response (engine and/or specialty resource) within a relatively short response time. Larger or more complex incidents require more units and personnel to control. In either case, if the crews arrive too late or the total number of personnel is too few for the emergency, they are drawn into an escalating and more dangerous situation. The science of fire crew deployment is to spread crews out across a community or jurisdiction for quick response to keep emergencies small with positive outcomes, without spreading resources so far apart that they cannot assemble quickly enough to effectively control more serious emergencies.

2.2 CURRENT DEPLOYMENT

SOC ELEMENT 1 OF 8
EXISTING DEPLOYMENT
POLICIES

Nationally recognized standards and best practices suggest using several incremental measurements to define response time. Ideally, the clock start time is when the 9-1-1 dispatcher receives the emergency call. In some cases, the call must then be transferred to a separate fire dispatch center. In this setting, the response time clock starts when the

Countywide dispatch system receives the 9-1-1 call into its computer-aided dispatch (CAD) system. Response time increments include dispatch center call processing, crew alerting and response unit boarding (commonly called turnout time), and actual driving (travel) time.

The City has adopted fire service response time standards in its previous and most recent General Plan to keep fire services commensurate with desired emergency outcomes. The first specific response time measures were placed into the General Plan in 2002. The Fire Department also prepared and presented Fire Service Master Plans to the Council in 2001 and 2008, both of which used the General Plan measures. The current General Plan 2035 fire service response time measures are as follows:

- ◆ The Fire Department establishes response time standards for its services, measured from the time the *unit leaves the station* to the time the unit arrives at the scene. In alignment with the recommendation for career fire services set by the NFPA

Standard 1710, the Woodland Fire Department's standards are a 60-second turnout time for EMS calls and an 80-second turnout time for fire and special operations.

- ◆ The first engine should have a travel time of 4:00 minutes or less for a fire suppression incident and 8:00 minutes or less for the deployment of an initial full-alarm assignment.
- ◆ For an emergency medical incident, travel time should also be 4:00 minutes or less. The NFPA recommends that the Fire Department meet these response time standards 90 percent of the time.

NFPA Standard 1710,² a recommended deployment standard for career fire departments in urban/suburban areas, recommends initial (first-due) intervention unit arrival within 4:00 minutes travel time and recommends arrival of all the resources comprising the multiple-unit First Alarm within 8:00 minutes, at 90 percent or better reliability.

Currently, the Department does not have a *total response time* goal that includes up to 90 seconds for dispatch. The most recent published best practices by the NFPA for dispatching are up to 90 seconds and, if there are language barriers, 120 seconds. If the Woodland crew turnout and travel time measures (consistent with the NFPA) are added to a 1:30 minute dispatch processing, then a realistic 90 percent first-unit arrival goal is 6:30-6:50 minutes from the time of YECA receiving the call. However, in Citygate's experience, the NFPA turnout time recommendations are unrealistic and, instead, 2:00 minutes, 90 percent of the time, is more realistic due to station design and the need to don mandated protective clothing prior to responding. Thus, a total response time goal of 7:30 minutes is realistic.

Finding #1: The Department has established response performance objectives partially consistent with best practice recommendations as published by the CFAI and the NFPA for career fire departments. The current measure does not include dispatch time and uses an unrealistic turnout time goal.

2.2.1 Current Deployment Model

Resources and Staffing

The Department's current deployment model consists of three engines and one ladder truck staffed with a minimum of three personnel each and one Battalion Chief, for a total daily minimum year-

² NFPA 1710 – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments (2016 Edition).

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round continuous staffing at 13 personnel operating from three fire stations. The Department has automatic and mutual aid agreements with all the fire agencies in Yolo County, controlled by a single fire dispatch center (YECA), and is also a signatory to the County and State of California Mutual Aid Agreements. These agreements, along with the single fire dispatch center (other than for the City of Davis), allow the multiple fire departments in the County to operate as a single “virtual” fire agency. Doing so means that multiple units can very quickly respond into the City on major emergencies requiring more than the City’s four staffed firefighting units.

Response Plan

The Department is an all-risk fire agency providing the people it protects with services that include fire suppression, pre-hospital basic life support EMS, hazardous material and technical rescue response, and other non-emergency services, including fire prevention, community safety education, and other related services.

Given these risks, the departments in the regional dispatch partnership utilize a tiered response plan calling for different types and numbers of resources depending on incident/risk type. The County’s dispatch system selects and dispatches the closest and most appropriate resource types pursuant to the Department’s response plan, as shown in Table 7.

Table 7—Response Plan by Incident Type

Incident Type	Resources Dispatched	Total Personnel
Single-Patient EMS	1 Engine or Ladder Truck + Ambulance	5
Vehicle Fire	1 Engine	3
Building Fire	4 Engines (1 Automatic Aid), 1 Ladder Truck, 2 Battalion Chiefs (1 Automatic Aid)	17
Vegetation Fire	1-2 Engines, 1 Battalion Chief	4-7
Rescue	3 Engines, 1 Rescue Truck, 1 Battalion Chief	13
Hazardous Material	1 Engine + regional units as needed, 1 Battalion Chief	4

Source: Fire Department

Finding #2: The Department has a standard response plan that considers risk and establishes an appropriate initial response for each incident type; each type of call for service receives the combination of engines, trucks, specialty units, and command officers customarily needed to effectively control that type of incident based on Department experience. However, the Department is dependent upon automatic aid resources to fill all responses requiring more than 13 personnel.

2.3 OUTCOME EXPECTATIONS

SOC ELEMENT 2 OF 8
COMMUNITY OUTCOME
EXPECTATIONS

The Standards of Coverage process begins by reviewing existing emergency services outcome expectations. This includes determining for what purpose the response system exists and whether the governing body has adopted any response performance measures. If so, the time measures used must be understood and good data must be available.

Current national best practice is to measure percent completion of a goal (e.g., 90 percent of responses) instead of an average measure. Mathematically, this is called a fractile measure.³ This is because measuring the average only identifies the central or middle point of response time performance for all calls for service in the data set. Using an average makes it impossible to know how many incidents had response times that were way above the average or just above.

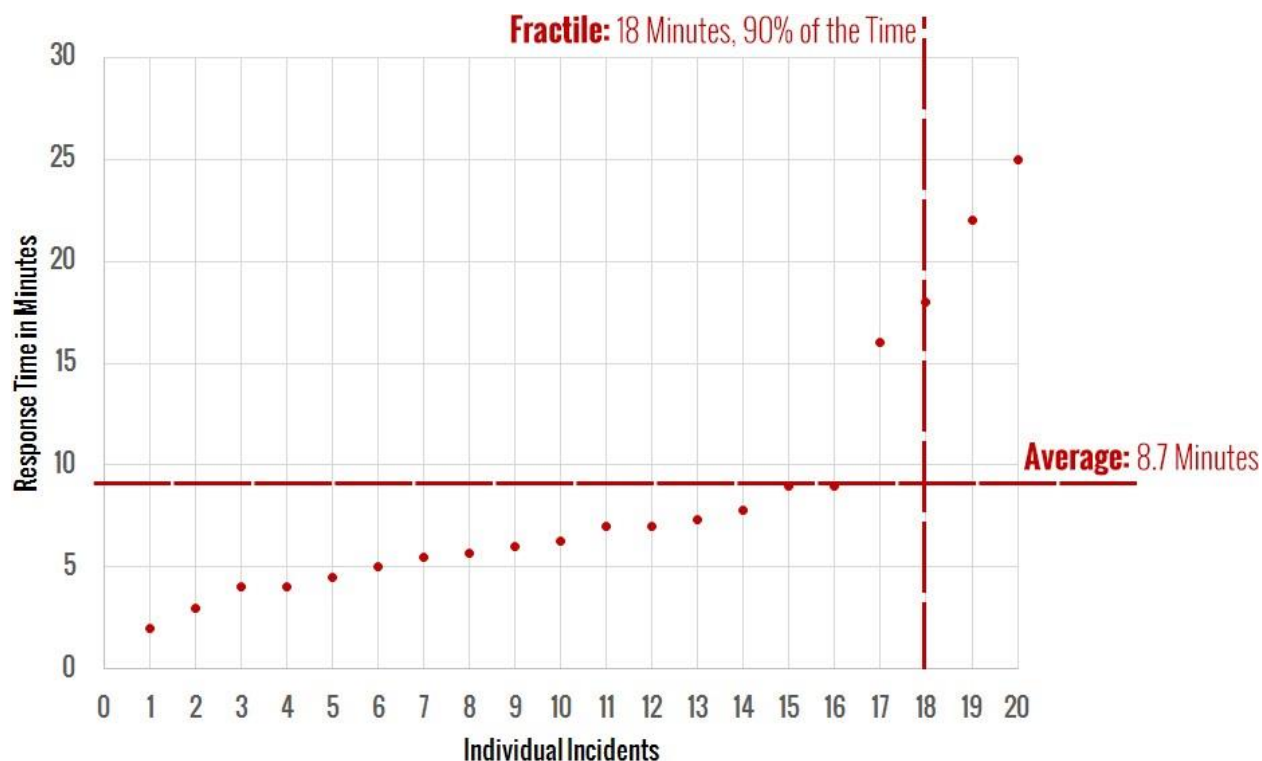
For example, Figure 3 shows response times for a fictitious fire department. This agency is small and receives 20 calls for service each month. Each response time has been plotted on the graph from shortest response time to longest response time.

Figure 3 shows that the average response time is 8.7 minutes. However, the average response time fails to properly account for four calls for service with response times far exceeding a threshold in which positive outcomes could be expected. In fact, it is evident in Figure 3 that 20 percent of responses are far too slow and that this jurisdiction has a potential life-threatening service delivery problem. Average response time as a measurement tool for fire services is simply not sufficient. This is a significant issue in larger cities if hundreds or thousands of calls are answered far beyond the average point.

By using the fractile measurement with 90 percent of responses in mind, this small jurisdiction has a response time of 18:00 minutes, 90 percent of the time. This fractile measurement is far more accurate at reflecting the service delivery situation of this small agency.

³ A *fractile* is that point below which a stated fraction of the values lie. The fraction is often given in percent; the term percentile may then be used.

Figure 3—Fractile versus Average Response Time Measurements



More importantly, within the Standards of Coverage process, positive outcomes are the goal, and from that crew size and response time can be calculated to allow appropriate fire station spacing (distribution and concentration). Emergency medical incidents include situations with the most severe time constraints. The brain can only survive 4:00 to 6:00 minutes without oxygen. Cardiac arrest and other events can cause oxygen deprivation to the brain. Cardiac arrests make up a small percentage; drowning, choking, trauma constrictions, or other similar events have the same effect. In a building fire, a small incipient fire can grow to involve the entire room in a 6:00- to 8:00-minute time frame. If fire service response is to achieve positive outcomes in severe emergency medical situations and incipient fire situations, *all* responding crews must arrive, assess the situation, and deploy effective measures before brain death occurs or the fire spreads beyond the room of origin.

Thus, from the time of 9-1-1 receiving the call, an effective deployment system is *beginning* to manage the problem within a 7:00- to 8:00-minute total response time. This is right at the point that brain death is becoming irreversible and the fire has grown to the point of leaving the room of origin and becoming very serious. Thus, the City needs a first-due response goal that is within a range to give the situation hope for a positive outcome. It is important to note the fire or medical emergency continues to deteriorate from the time of inception, not the time the fire engine starts to drive the response route. Ideally, the emergency is noticed immediately and the 9-1-1 system is

activated promptly. This step of awareness—calling 9-1-1 and giving the dispatcher accurate information—takes, in the best of circumstances, 1:00 minute. Then crew notification and travel time take additional minutes. Upon arrival, the crew must approach the patient or emergency, assess the situation, and deploy its skills and tools appropriately. Even in easy-to-access situations, this step can take 2:00 minutes or more. This time frame may be increased considerably due to long driveways, apartment buildings with limited access, multiple-story apartments or office complexes, or shopping center buildings.

Unfortunately, there are times when the emergency has become too severe, even before the 9-1-1 notification and/or fire department response, for the responding crew to reverse; however, when an appropriate response time policy is combined with a well-designed deployment system, then only anomalies like bad weather, poor traffic conditions, or multiple emergencies slow the response system down. Consequently, a properly designed system will give citizens the hope of a positive outcome for their tax dollar expenditure.

For this report, total response time is the sum of the YECA call processing, crew turnout, and road travel time steps. This is consistent with CFAI best practice recommendations.

2.4 COMMUNITY RISK ASSESSMENT

SOC ELEMENT 3 OF 8 **COMMUNITY RISK** **ASSESSMENT**

The third element of the SOC process is a community risk assessment. Within the context of an SOC study, the objectives of a community risk assessment are to:

- ◆ Identify the values at risk to be protected within the community or service area.
- ◆ Identify the specific hazards with the potential to adversely impact the community or service area.
- ◆ Quantify the overall risk associated with each hazard.
- ◆ Establish a foundation for current/future deployment decisions and risk-reduction/hazard mitigation planning and evaluation.

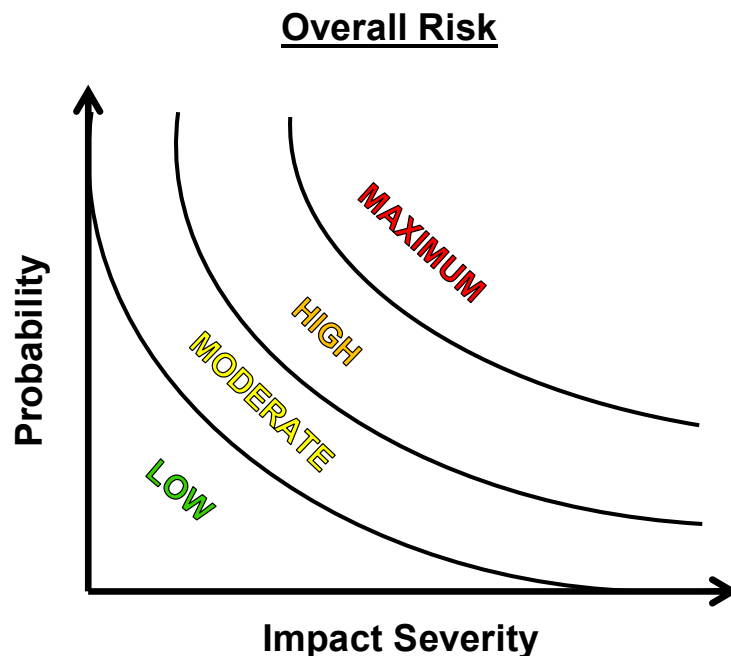
A *hazard* is broadly defined as a situation or condition that can cause or contribute to harm. Examples include fire, medical emergency, vehicle collision, earthquake, flood, etc. *Risk* is broadly defined as the *probability of hazard occurrence* in combination with the *likely severity of resultant impacts* to people, property, and the community as a whole.

2.4.1 Risk Assessment Methodology

The methodology employed by Citygate to assess community risks as an integral element of an SOC study incorporates the following elements:

- ◆ Identification of geographic planning sub-zones (risk zones) appropriate to the community or jurisdiction
- ◆ Identification and quantification (to the extent data is available) of the specific values at risk to various hazards within the community or service area
- ◆ Identification of the fire and non-fire hazards to be evaluated
- ◆ Determination of the probability of occurrence for each hazard
- ◆ Identification and evaluation of multiple relevant impact severity factors for each hazard by planning zone using agency/jurisdiction-specific data and information.
- ◆ Quantification of overall risk for each hazard based on probability of occurrence in combination with probable impact severity as shown in Figure 4.

Figure 4—Overall Risk



2.4.2 Values at Risk to Be Protected

Values at risk, broadly defined, are those tangibles of significant importance or value to the community or jurisdiction potentially at risk of harm or damage from a hazard occurrence. Values

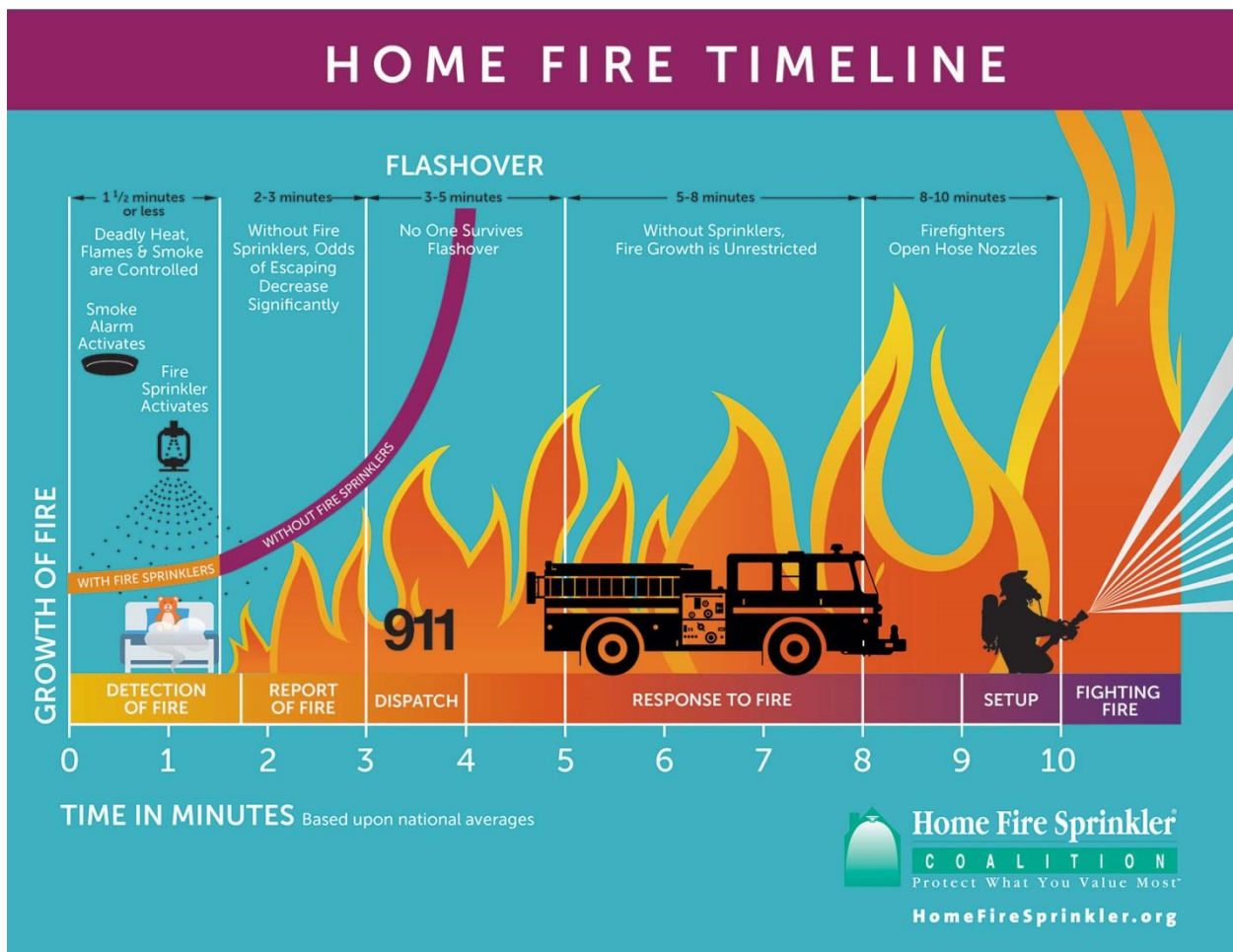
at risk typically include people, critical facilities/infrastructure, buildings, and key economic, cultural, historic, and/or natural resources.

Building Fire Risk

One of the primary hazards in any community is building fire. Building fire risk factors include building density, size, age, occupancy, and construction materials and methods, as well as the number of stories, the required fire flow, the proximity to other buildings, built-in fire protection/alarm systems, an available fire suppression water supply, building fire service capacity, fire suppression resource deployment (distribution/concentration), staffing, and response time.

Figure 5 illustrates the building fire progression timeline and shows that flashover, which is the point at which the entire room erupts into fire after all the combustible objects in that room reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from the initial ignition. Human survival in a room after flashover is extremely improbable.

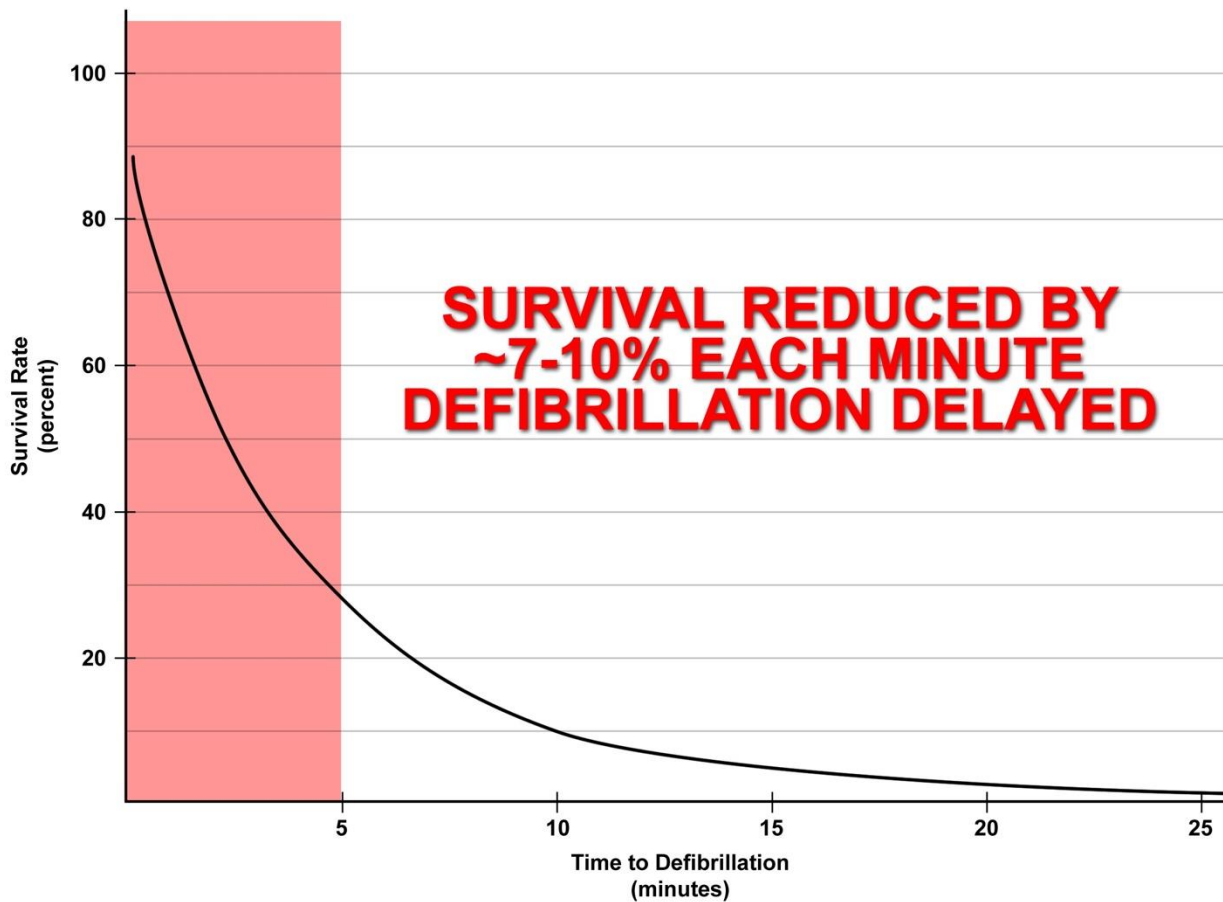
Figure 5—Building Fire Progression Timeline



Medical Emergency Risk

Fire agency service demand in most jurisdictions is predominantly for medical emergencies. Figure 6 illustrates the reduced survivability of a cardiac arrest victim as time to defibrillation increases.

Figure 6—Survival Rate versus Time of Defibrillation



Source: www.suddencardiacarrest.org

The Department currently provides BLS pre-hospital emergency medical services, with operational personnel trained to the EMT level.

2.4.3 Risk Assessment Summary

Citygate's evaluation of the values at risk and hazards likely to impact the City yields the following:

1. The Department serves a diverse population, with densities ranging from less than 750 people per square mile to more than 5,000 people per square mile, over a widely varied land use pattern.

2. The City's population is projected to grow 35 percent over the next 16 years to 2035.⁴
3. The City has a large inventory of residential, commercial, office, industrial, educational, and other non-residential uses typical of other California communities of similar size and demographics.
4. The City has significant economic and other resource values to be protected, as identified in this assessment.
5. Yolo County has a mass emergency notification system to effectively communicate emergency information to the public in a timely manner.
6. The City's overall risk for five hazards related to emergency services provided range from **Low** to **High**, as summarized in Table 8.

Table 8—Overall Risk by Hazard

Hazard		Planning Zone			
		Sta. 1	Sta. 2	Sta. 3	SLD
1	Building Fire	Moderate	Moderate	Moderate	Moderate
2	Vegetation Fire	Moderate	Low	Moderate	Low
3	Medical Emergency	High	High	High	Moderate
4	Hazardous Material	Moderate	Moderate	Moderate	Moderate
5	Technical Rescue	Low	Low	Low	Low

2.5 CRITICAL TASK TIME MEASURES—WHAT MUST BE DONE OVER WHAT TIME FRAME TO ACHIEVE THE STATED OUTCOME EXPECTATION?

SOC ELEMENT 4 OF 8 **CRITICAL TASK TIME** **STUDY**

Standards of Coverage studies use critical task information to determine the number of firefighters needed within a timeframe to achieve desired objectives on fire and emergency medical incidents. Table 9 and Table 10 illustrate critical tasks typical of building fire and medical emergency incidents, including the minimum number of personnel required to complete each task. These tables are composites from Citygate clients in urban/suburban departments similar to the

⁴ Reference: General Plan Update 2035 – City of Woodland General Plan, Table 2-2

City, with units staffed with three personnel per engine or ladder truck. It is important to understand the following relative to these tables:

- ◆ It can take a considerable amount of time after a task is ordered by command to complete the task and arrive at the desired outcome.
- ◆ Task completion time is usually a function of the number of personnel that are *simultaneously* available. The fewer firefighters available, the longer some tasks will take to complete. Conversely, with more firefighters available, some tasks are completed concurrently.
- ◆ Some tasks must be conducted by a minimum of two firefighters to comply with safety regulations. For example, two firefighters are required to search a smoke-filled room for a victim.

2.5.1 Critical Firefighting Tasks

Table 9 illustrates the critical tasks required to control a typical single-family dwelling fire with five response units (engines/truck) and two chief officers from Woodland and their automatic aid partner agencies, for a total Effective Response Force of 17 personnel. It is important to note that second chief officers have a delayed response time as they will only come to residential fires once the fire is determined to be a “working fire” (15 minutes, at best, from initial call). Depending on automatic aid units for a basic residential fire is a resource drain on the partner agencies that adequately staffed agencies do not typically place. Additionally, for mutual aid firefighters, the closest agency is Willow Oak, a part-paid, part-volunteer organization with a slightly delayed response due to distance.

The following tasks are taken from typical fire departments’ operational procedures, which are consistent with the customary findings of other agencies using the SOC process. No conditions exist to override the Occupational Safety and Health Administration two-in/two-out safety policy, which requires that firefighters enter Immediately Dangerous to Life and Health atmospheres, such as building fires, in teams of two, while two more firefighters are outside and immediately ready to rescue them should trouble arise.

Scenario: *Simulated approximately 2,000 square-foot, two-story residential fire with unknown rescue situation. Responding companies receive dispatch information typical for a witnessed fire. Upon arrival, they find approximately 50 percent of the second floor involved in fire.*

Table 9—First Alarm Residential Fire Critical Tasks – 17 Personnel

Critical Task Description		Personnel Required
1st-Due Engine (3 personnel)		
1	Conditions report	1
2	Establish supply line to hydrant	2
3	Deploy initial fire attack line to point of building access	1–2
4	Operate pump and charge attack line	1
5	Establish incident command	1
6	Conduct primary search	2
2nd-Due Engine (3 personnel)		
7	If necessary, establish supply line to hydrant	1–2
8	Deploy a backup attack line	1–2
9	Establish Initial Rapid Intervention Crew (IRIC)	2
1st-Due Ladder Truck (3 personnel)		
10	Conduct initial search and rescue if not already completed	2
11	Deploy ground ladders to roof	1–2
12	Establish horizontal or vertical building ventilation	1–2
13	Open concealed spaces as required	2
1st- and 2nd-Due Chief Officers		
14	Transfer of incident command	2
15	Establish exterior command and scene safety	1
3rd- and 4th-Due Engine (3 personnel each)		
16	Establish permanent Rapid Intervention Crew (IRIC)	3
17	Secure utilities	2
18	Deploy second attack line as needed	2
19	Conduct secondary search	2

The duties in Table 9, grouped together, form an Effective Response Force (ERF) or First Alarm Assignment. These distinct tasks must be performed to effectively achieve the desired outcome; arriving on scene does not stop the emergency from escalating. While firefighters accomplish these tasks, the incident progression clock keeps running.

Fire in a building can double in size during its free-burn period before fire suppression is initiated. Many studies have shown that a small fire can spread to engulf an entire room in less than 4:00 to 5:00 minutes after free burning has started. Once the room is completely superheated and involved in fire (known as flashover), the fire will spread quickly throughout the structure and into the attic and walls. For this reason, it is imperative that fire suppression and search/rescue operations

commence before the flashover point occurs if the outcome goal is to keep the fire damage in or near the room of origin. In addition, flashover presents a life-threatening situation to both firefighters and any occupants of the building.

2.5.2 Critical Medical Emergency Tasks

The Department responds to more than 4,649 EMS incidents annually, including vehicle accidents, strokes, heart attacks, difficulty breathing, falls, childbirths, and other medical emergencies.

For comparison, Table 10 summarizes the critical tasks required for a cardiac arrest patient.

Table 10—Cardiac Arrest Critical Tasks – Three Engine Personnel + Two ALS Ambulances

Critical Task		Personnel Required	Critical Task Description
1	Chest compressions	1–2	Compression of chest to circulate blood
2	Ventilate/oxygenate	1–2	Mouth-to-mouth, bag-valve-mask, apply O ₂
3	Airway control	1–2	Manual techniques/intubation/cricothyroidomy
4	Defibrillate	1–2	Electrical defibrillation of dysrhythmia
5	Establish I.V.	1–2	Peripheral or central intravenous access
6	Control hemorrhage	1–2	Direct pressure, pressure bandage, tourniquet
7	Splint fractures	2–3	Manual, board splint, HARE traction, spine
8	Interpret ECG	2	Identify type and treat dysrhythmia
9	Administer drugs	2	Administer appropriate pharmacological agents
10	Spinal immobilization	2–5	Prevent or limit paralysis to extremities
11	Extricate patient	3–4	Remove patient from vehicle, entrapment
12	Patient charting	1–2	Record vitals, treatments administered, etc.
13	Hospital communication	1–2	Receive treatment orders from physician
14	Treat en route to hospital	2–3	Continue to treat/monitor/transport patient

2.5.3 Critical Task Analysis and Effective Response Force Size

What does a deployment study derive from a critical task analysis? The number of personnel required to complete the critical tasks necessary to stop the escalation of an emergency (as shown in Table 9 and Table 10) must be compared to outcomes. As shown in nationally published fire service time versus temperature tables, after approximately 4:00 to 5:00 minutes of free burning a room fire will escalate to the point of flashover. At this point, the entire room is engulfed in fire, the entire building becomes threatened, and human survival near or in the room of fire origin becomes impossible. Additionally, brain death begins to occur within 4:00 to 6:00 minutes of the

heart stopping. Thus, the ERF must arrive in time to prevent these emergency events from becoming worse.

The Department's daily staffing plus automatic aid is sufficient to deliver a single ERF of 17 firefighters to a building fire—if they can arrive in time, which the statistical analysis of this report will discuss in depth. Mitigating an emergency event is a team effort once the units have arrived. This refers to the *weight* of response analogy; if too few personnel arrive too slowly, then the emergency will escalate instead of improving. The outcome times, of course, will be longer and yield less-desirable results if the arriving force is later or smaller.

The quantity of staffing and the arrival timeframe can be critical in a serious fire. Fires in older and/or multiple-story buildings could well require the initial firefighters needing to rescue trapped or immobile occupants. If the ERF is too small, rescue and firefighting operations *cannot* be conducted simultaneously.

Fires and complex medical incidents require that additional units arrive in time to complete an effective intervention. Time is one factor that comes from *proper station placement*. Good performance also comes from *adequate staffing* and training. But where fire stations are spaced too far apart, and one unit must cover another unit's area or multiple units are needed, these units can be too far away and the emergency will escalate and/or result in less than desirable outcome.

Previous critical task studies conducted by Citygate and NFPA Standard 1710 find that all units need to arrive with 15+ firefighters within 11:30 minutes (from the time of 9-1-1 call) at a building fire to be able to *simultaneously and effectively* perform the tasks of rescue, fire suppression, and ventilation.

A question one might ask is, “If fewer firefighters arrive, *what* from the list of tasks mentioned would not be completed?” Most likely, the search team would be delayed, as would ventilation. The attack lines would only consist of two firefighters, which does not allow for rapid movement of the hose line above the first floor in a multiple-story building. Rescue is conducted with at least two-person teams; thus, when rescue is essential, other tasks are not completed in a simultaneous, timely manner. Effective deployment is about the **speed** (*travel time*) and the **weight** (*number of firefighters*) of the response.

Fourteen initial firefighters and chief officers could handle a moderate-risk, confined residential fire; however, even an ERF of 14 personnel will be seriously slowed if the fire is above the first floor in a low-rise apartment building or commercial/industrial building. Woodland, at present, only staffs 13 personnel. This is where the capability to add additional personnel and resources to the standard response becomes critical.

Given that the Department's ERF plan delivers only 13 personnel to a moderate-risk building fire, it reflects a goal to try to confine emerging building fires to or near the room of origin and to

prevent the spread of fire to adjoining buildings. This is a typical desired outcome in urban/suburban areas but requires more than 13 personnel.

The Department's current physical response to building fires is, in effect, its de-facto deployment measure to more densely populated urban areas—if those areas are within a reasonable travel time from a fire station. Thus, this becomes the baseline policy for the deployment of firefighters.

Finding #3: Based upon present staffing levels, the Department is unable to meet a desirable minimum structure fire response as recommended by the Citygate and the NFPA. The Department is also unable to meet minimum aerial truck staffing minimum of four personnel to safely and effectively deliver truck company operations.

2.6 DISTRIBUTION AND CONCENTRATION STUDIES—HOW THE LOCATION OF FIRST-DUE AND FIRST ALARM RESOURCES AFFECTS EMERGENCY INCIDENT OUTCOMES

SOC ELEMENT 5 OF 8
DISTRIBUTION STUDY

SOC ELEMENT 6 OF 8
CONCENTRATION STUDY

The City is served today by three fire stations deploying three engine companies (a fourth is available through automatic aid), one aerial ladder truck, and one Battalion Chief as the duty Incident Commander. It is appropriate to understand using geographic mapping tools what the existing stations do and do not cover within travel time goals, if there are any coverage gaps needing one or more stations, and what, if anything, to do about them.

In brief, there are two geographic perspectives to fire station deployment:

- ◆ **Distribution** – the spacing of first-due fire units to control routine emergencies before they escalate and require additional resources.
- ◆ **Concentration** – the spacing of fire stations sufficiently close to each other so that more complex emergency incidents can receive sufficient resources from multiple fire stations quickly. As indicated, this is known as the **Effective Response Force**, or, more commonly, the First Alarm Assignment—the collection of a sufficient number of firefighters on scene, delivered within the concentration time goal to stop the escalation of the problem.

To analyze first-due fire unit travel time coverage, City of Woodland GIS staff used geographic mapping under Citygate's direction to model theoretical travel time over a street network. For this calculation, the calculations and street travel speeds are calibrated to actual fire apparatus travel times from previous responses to simulate real-world travel time coverage. Using these tools, staff

and Citygate ran several deployment tests and measured their impact on various parts of the City. A 4:00-minute first-due *travel* and 8:00-minute ERF travel time were used consistent with best practice response performance goals for positive outcomes in urban areas.

2.6.1 Deployment Baselines

Map #1 – General Geography, Station Locations, and Response Resource Types

Map #1 shows the City boundary, fire station locations, and station response areas. This is a reference map for other maps that follow. Station symbols denote the type of staffed fire apparatus at each station. All City engines and the ladder truck are staffed with a minimum of three personnel daily.

Map #2a – Risk Assessment: Planning Zones

Map #2a shows the risk planning zones, as recommended by the CFAI, used for this study, which are the same as each station’s initial (first-due) response area.

Map #2b – Risk Assessment: Population Density

Map #2b shows the population density across the City for *resident* population. People drive EMS incident demand, and the highest population density areas are typically the highest EMS demand locations.

Map #2c – Risk Assessment: Critical Facilities

Map #2c shows the locations of 111 of the City’s critical facilities as described in **Appendix A.4.4**. Most of these buildings are in the City’s older areas served by Stations 1 and 2.

Map #2d – Risk Assessment: High Risk Occupancies

Map #2d displays the locations of the 181 higher-risk building occupancies within the City, as defined by the CFAI. These building occupancies typically require a larger initial ERF due to the higher risks associated with these specific occupancies. It is apparent that most of these buildings are in the City’s older core area.

Map #3 – Distribution: 4:00-Minute First-Due Travel Time Coverage

This map shows first-due travel time coverage from the City’s current fire station locations, with green indicating the City’s current road network that a fire engine should be expected to reach within 4:00 minutes, assuming it is in station and encounters *no traffic congestion*. The modeling tool uses actual fire apparatus speed by roadway type.

The purpose of response time modeling is to determine response time coverage across a jurisdiction’s geography and station locations. This geo-mapping design is then validated against dispatch time data to reflect actual response times. There should be some overlap between station

areas so that a second-due unit can have a chance of an acceptable response time when it responds to a call in a different station's first-due response area. As can be seen, coverage is very good for the core areas of the City with the highest population and building densities; however, there are modest coverage gaps in the corner areas of the City, more so in the north and southeast.

Map #4 – Insurance Services Office 1.5-Mile Coverage Areas

This map displays the ISO recommendation that urban stations cover a 1.5-mile *distance* response area. Depending on a jurisdiction's road network, the 1.5-mile measure usually equates to a 3:30- to 4:00-minute travel time. However, a 1.5-mile measure is a reasonable indicator of station spacing and overlap. As can be seen, the 1.5-mile ISO coverage is more restrictive than the 4:00-minute first-due coverage in Map #3.

Map #5 – Concentration: Effective Response Force 8:00-Minute Travel Time Coverage

Map #5 shows, in green, the streets where the Department's current response plan *should* deliver the initial ERF of three City engines, one ladder truck, and one Battalion Chief, totaling 13-personnel within 8:00 minutes travel time *without traffic congestion*. There are small gaps in the edge areas of the City. To deliver all the City's units from only three fire stations to all the edge/corners of any city, not just Woodland, is always a challenge.

Map #6 – 8:00-Minute Ladder Truck and Battalion Chief Travel Time Coverage

Map #6 shows 8:00-minute travel time coverage for the ladder truck and chief officer from Station 3 *without traffic congestion*. As can be seen, these specialized resources *can* reach nearly all areas of the City within 8:00 minutes travel time, except for the far western City edges.

Map #7 – All Incident Locations

Map #7 is a wide area view that shows the location of all incidents from January 2016 through December 2018. It is apparent that incidents occur in all areas of the City and, to a far less frequency, the adjoining fire district and unincorporated areas.

Map #7a – All Incident Locations – City Limits Only

Map #7a is a smaller area view that shows the location of all incidents from January 2016 through December 2018 inside the City limits. In a three-year timeframe, most, but not all, street segments show a pattern of Fire Department requests for help.

Map #8 – Emergency Medical Services and Rescue Incident Locations

Map #8 illustrates only the emergency medical and rescue incident locations. With the majority of the calls for service being medical emergencies, virtually all areas of the City need pre-hospital emergency medical services.

Map #9 – All Fire Locations

This map identifies the location of all fires within the City over the past three years. All fires include any type of fire call, from vehicle to dumpster to building. There are obviously fewer fires than medical or rescue calls. Even given this, while Station 1's area shows the highest demand, it is evident that fires occur in all fire station areas.

Map #10 – Structure Fire Locations

Map #10 displays the location of the structure fire incidents over the past three years. While the number of structure fires is a smaller subset of total fires, there are two meaningful findings from this map. First, there are structure fires in every fire station area, and second, there are a relatively small number of building fires in the City overall, which in Citygate's experience is consistent with other similar cities in the western United States.

Map #11 – Emergency Medical Services and Rescue Incident Location Densities

This map examines, by mathematical density, where clusters of emergency medical services incident activity occurred. In this set, the red and yellow density color plots the highest concentration of EMS/rescue incidents. This type of map makes the location of frequent workload more meaningful than simply mapping the locations of all EMS incidents, as was done for Map #8.

This perspective is important because the deployment system needs an overlap of units to ensure the delivery of multiple units when needed for more serious incidents or to handle simultaneous calls for service, as is evident for the higher medical incident density areas in Station 1's area in the City core.

Map #12 – All Fire Location Densities

This map is like Map #11 but shows the hot spots of activity for all types of fires. Fire density is greater in the higher building/population density areas of the City, which also likely includes older buildings.

Map #13 – All Structure Fire Location Densities

This map is like Map #12 but shows the hot spots for structure fire activity. Given the location of the ladder truck at Station 3, the truck coverage is complete over of these density areas.

2.6.2 Mapping Test Scenarios

The following are map descriptions for two different test scenarios in which stations are relocated and/or added.

Map Scenario 1 – Relocate Station 3

Four maps were created to test a relocation of Station 3. These four maps display:

- ◆ 4:00-Minute Travel First-Due Unit Coverage
- ◆ ISO 1.5 Mile Coverage
- ◆ 8:00-Minute Travel Effective Response Force Coverage
- ◆ 8:00-Minute Travel Ladder Truck and Chief Officer Coverage.

In this test, Station 3 is moved to the East Gibson Road site named Willow Spring. In the first map, the streets that are green are those that were covered within 4:00 minutes travel time from the relocated station.

It is apparent that the relocation of Station 3 increases 4:00-minute travel time coverage to both the western gap sections and well over a majority of the southeast Springlake neighborhood without creating underserved gaps in residential areas to the immediate north, northeast of the existing Station 3 location.

The more conservative ISO 1.5-mile map also shows improved coverage into the Springlake neighborhood.

The Effective Response Force, ladder truck and Battalion Chief coverages in the core and western City areas are also improved as relocated Station 3 would sit on a major east/west street that provides faster access to the western areas, without reducing coverage in the *current* eastern City.

Overall this relocation reduces *overlap* between the current Station 3 site and the other two fire stations. This move results in a very good balancing of coverage without opening additional gaps in coverage in an existing residential area.

Map Scenario 2 – Add a Fourth Station with a Relocated Station 3 Scenario

Four maps were created to test adding a fourth station and relocating Station 3. These four maps display:

- ◆ 4:00-Minute Travel First-Due Unit Coverage
- ◆ ISO 1.5 Mile Coverage
- ◆ 8:00-Minute Travel Effective Response Force Coverage
- ◆ 8:00-Minute Travel Ladder Truck and Chief Officer Coverage.

The next geographic coverage test was to determine if a fourth fire station was needed and, if so, where it could provide the most benefit. The result is that a fourth fire station in the north/northeast

section of the City would provide 4:00-minute travel time coverage to *both the northwest and northeast* underserved areas.

This map shows the 4:00-minute first-due travel time coverage for the relocated Station 3 from map scenario 1, plus an additional fourth fire station in the vicinity of Kentucky Avenue and N. East Street. The fourth station location also covers most of the commercial/industrial areas in 4:00 minutes that no single eastside station location could.

The more conservative ISO 1.5-mile map also shows improved coverage into both western and eastern City neighborhoods.

The Effective Response Force, ladder truck, and Battalion Chief coverages in the core and western City areas are also improved, even more so than only the relocated Station 3 scenario.

In other words, for 4:00-minute travel time coverage to the *existing* City limits, the City needs four well-placed fire stations. The remaining determination in a four-station model is to establish the point beyond 4:00 minutes travel time at which the remaining streets are covered. With four fire stations, all but a few small streets in the far, underdeveloped east side are covered in the fifth minute of travel. Essentially, the currently populated areas are completely covered.

Additionally, when a fourth station is staffed, the City will be able to fulfill an ERF of 17 personnel utilizing City of Woodland units and will no longer be dependent upon its automatic aid partners to fulfill its first alarm staffing need for structure fires and other serious incidents.

2.6.3 Relocated and Added Station Discussion

Another way to view the improvements of relocating and adding a station is to use the GIS mapping tool to measure the public road miles covered by a station model. The following table compares the coverages in both miles and percent of the entire current city:

Table 11—Travel Time Coverage of Station Map Modeling

Scenario	Miles	Percent of Miles Covered
Total Miles in City	225.6	100%
Current Stations	187.3	83%
Station 3 Relocated	202.3	90%
4-Station Configuration	214.2	95%

Many Citygate clients have difficulty achieving 90 percent coverage at 4:00 minutes, cost effectively, due to geographic barriers and street network design. With just the Station 3 relocation, Woodland reaches this goal. In the future, operating a four-fire-station model not only provides 95 percent first-unit coverage, it also really strengthens the multiple-unit coverage in the core and

western City areas that experience the more severe emergencies and simultaneous incident demands. All the current Springlake neighborhood streets are covered in the fifth minute of travel if Station 3 is relocated.

However, if the City were to significantly annex past the current eastern City limits, then a fifth fire station could become necessary to deliver 4:00- to 5:00-minute coverage to expansion areas.

- Finding #4:** The geographic analysis shows that a relocation of Station 3 to the envisioned East Gibson Road site provides very effective coverage, increasing public road mile coverage by seven percent, thus improving response times to several neighborhoods without decreasing coverage to existing residential areas.
- Finding #5:** If Station 3 is moved as mapped, the small southeast edge of the Springlake neighborhood is covered in the fifth minute of travel time and, given the small size of this area from 4:00 to 5:00 minutes of travel, it would not be cost-efficient to locate a fourth fire station in the southern Springlake neighborhood.
- Finding #6:** Towards build-out of the City, a fourth fire station would be beneficial for three reasons—increasing first-unit coverage by another five percent to a total of 95 percent, improving first-due unit coverage in the north to northeast areas, and improving simultaneous incident coverage in Station 1’s area.

2.7 STATISTICAL ANALYSIS

SOC ELEMENT 7 OF 8
**RELIABILITY & HISTORICAL
RESPONSE EFFECTIVENESS
STUDIES**

The maps described in **Section 2.6** and presented in **Volume 2** show the ideal situation for response times and the response effectiveness given perfect conditions with no competing calls, traffic congestion, units out of place, or simultaneous calls for service. Examination of the actual response time data provides a picture of actual response performance with simultaneous calls, rush hour traffic congestion, units out of position, and delayed travel time for events such as periods of severe weather.

The following subsections provide summary statistical information regarding the Department and its services.

2.7.1 Demand for Service

The Department responded to 7,074 incidents in 2018. During this period, the Department had a daily demand of 19.38 incidents; 4.03 percent were to fire incidents, 65.72 percent were to emergency medical services (EMS) incidents, and 30.25 percent were to other incident types.

The Department experienced a steady growth in the number of incidents from 2015 through 2018.

Figure 7—Number of Incidents by Year

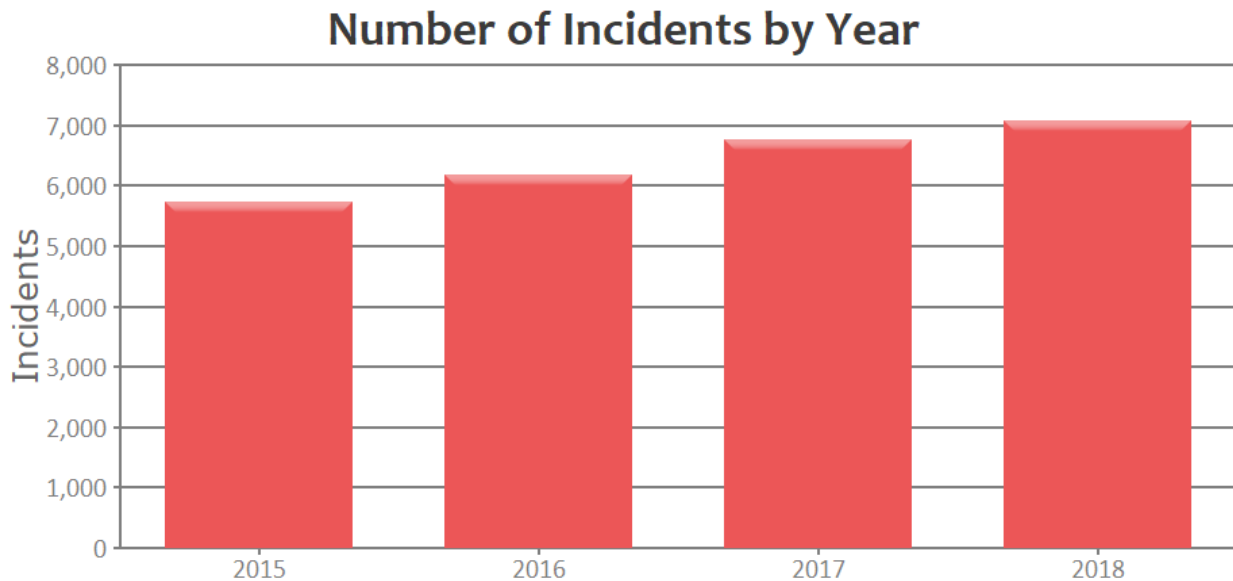


Figure 8 illustrates the number of incidents by incident type. The number of fire incidents was fairly steady from year to year, with a slight increase in 2018. EMS incidents and other incident types have increased over all four years.

Figure 8—Number of Incidents by Year by Incident Type

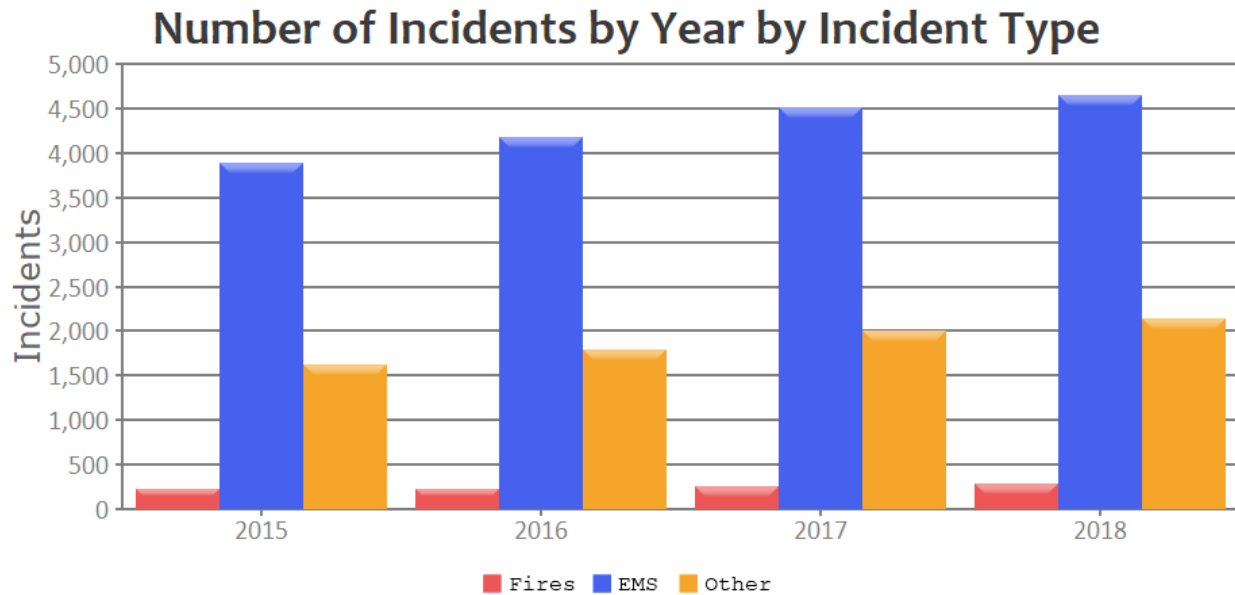
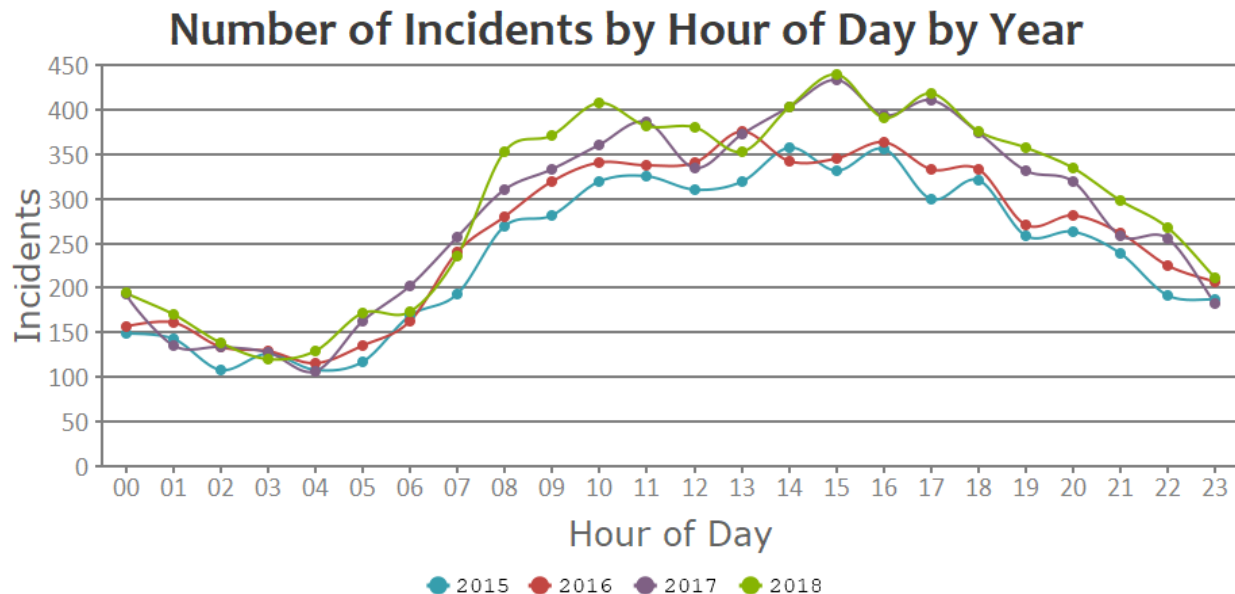


Figure 9 shows service demand by hour of day, illustrating that calls for service occur at every hour of the day and night, requiring fire and EMS response capability 24 hours per day, every day of the year. There is a substantial increase in 2017 and 2018 incidents in the morning and early evening hours.

Figure 9—Number of Incidents by Hour of Day by Year



Finding #7: The Department's service demand is consistent, indicating the need for a 24-hour-per-day, seven-days-per-week fire and EMS emergency response system.

Figure 10 is a breakdown of the number of incidents by station area by year. Station 1 had the highest volume of activity. Station 2 had the lowest volume.

Figure 10—Number of Incidents by Station by Year

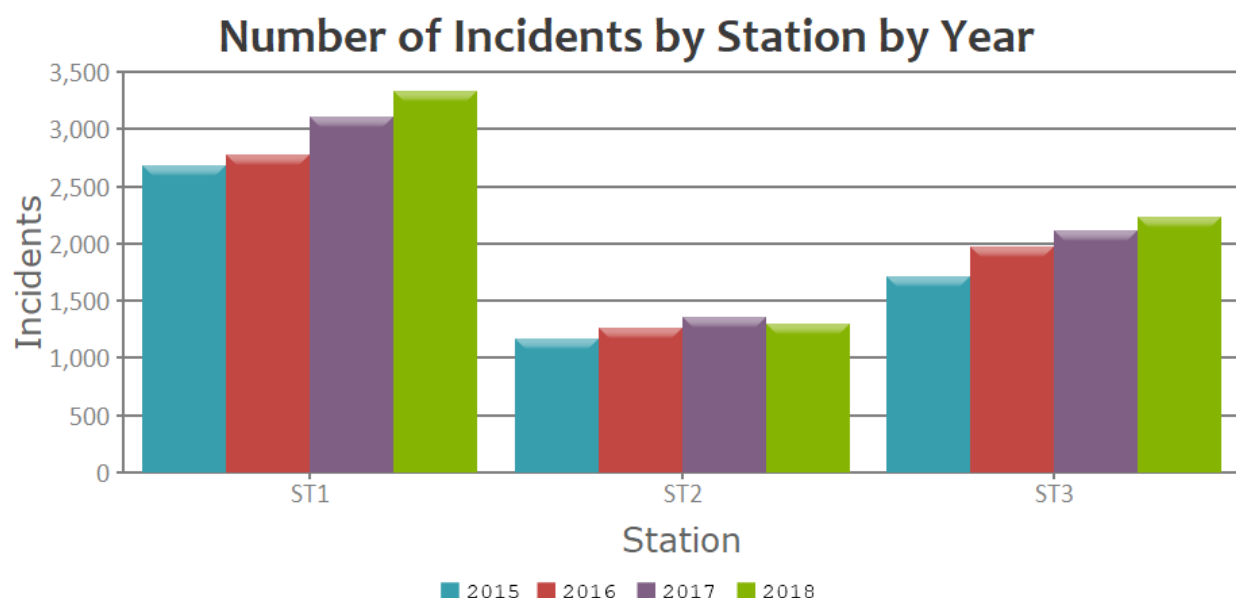


Table 12 lists the activity rankings of incidents by incident quantity. Note the strong ranking for EMS incidents. Incidents cancelled en route and false incidents also rank high on the list and are 13.9 percent of the total in 2017. Building fires rank in fourteenth place by volume. Only incident types with 50 or more incidents for all four years are shown.

Table 12—Incident Quantities – Year by Incident Type

Incident Type	2015	2016	2017	2018	Total
321 EMS call, excluding vehicle accident with injury	1,733	1,933	2,183	2,326	8,175
311 Medical assist, assist EMS crew	1,396	1,477	1,517	1,514	5,904
611 Dispatched and canceled en route	398	455	480	652	1,985
300 Rescue, emergency medical call (EMS) call, other	347	354	357	350	1,408
622 No incident found on arrival of incident address	236	236	225	251	948
324 Motor vehicle accident no injuries	241	225	233	245	944

Woodland, CA Fire Department
Standards of Coverage and Headquarters Staff Capacity Review

Incident Type	2015	2016	2017	2018	Total
600 Good intent call, other	159	161	233	227	780
322 Vehicle accident with injuries	121	140	176	152	589
554 Assist invalid	104	159	149	165	577
553 Public service	83	79	72	64	298
552 Police matter	58	60	70	72	260
735 Alarm system sounded due to malfunction	38	54	58	63	213
550 Public service assistance, other	36	47	63	54	200
651 Smoke scare, odor of smoke	40	41	51	51	183
151 Outside rubbish, trash or waste fire	38	32	42	54	166
745 Alarm system sounded, no fire – unintentional	46	41	37	30	154
733 Smoke detector activation due to malfunction	31	35	43	39	148
743 Smoke detector activation, no fire – unintentional	35	50	38	21	144
323 Motor vehicle/pedestrian accident (MV Ped)	33	29	29	47	138
111 Building fire	23	37	37	32	129
700 False alarm or false call, other	25	26	43		125
143 Grass fire	24	24	31	32	111
736 CO detector activation due to malfunction	20	16	37	34	107
740 Unintentional transmission of alarm, other	12	25	28	41	106
412 Gas leak (natural gas or LPG)	26	26	21	25	98
444 Power line down	14	16	45	22	97
113 Cooking fire, confined to container	26	22	18	20	86
131 Passenger vehicle fire	25	16	22	20	83
140 Natural vegetation fire, other	15	16	31	18	80
551 Assist police or other governmental agency	17	21	14	25	77
154 Dumpster or other outside trash receptacle fire	17	16	17	18	68
440 Electrical wiring/equipment problem, other	18	11	22	8	59
142 Brush, or brush and grass mixture fire	8	20	15	12	55
445 Arcing, shorted electrical equipment	15	6	21	9	51

Table 13 illustrates the ranking of incidents by property types. The highest rankings for incidents by property type are residential dwellings. Only those property types with 50 or more incidents across all four years are shown.

Woodland, CA Fire Department
Standards of Coverage and Headquarters Staff Capacity Review

Table 13—Incident Quantities: Year by Property Use

Property Use	2015	2016	2017	2018	Total
419 1 or 2 family dwelling	1,600	1,814	2,050	1,908	7,372
429 Multi-family dwellings	755	751	776	931	3,213
311 24-hour care nursing homes, 4 or more persons	507	600	602	556	2,265
962 Residential street, road, or residential driveway	399	378	434	395	1,606
965 Vehicle parking area	381	366	388	437	1,572
963 Street or road in commercial area	294	354	342	384	1,374
961 Highway or divided highway	179	203	220	233	835
340 Clinics, doctors offices, hemodialysis centers	153	142	176	211	682
439 Boarding/rooming house, residential hotels	64	64	108	122	358
449 Hotel/motel, commercial	69	70	92	80	311
161 Restaurant or cafeteria	68	67	75	79	289
891 Warehouse	79	65	69	72	285
931 Open land or field	50	68	76	72	266
322 Alcohol or substance abuse recovery center	32	59	70	59	220
215 High school/junior high school/middle school	53	69	38	39	199
700 Manufacturing, processing	54	47	39	47	187
519 Food and beverage sales, grocery store	36	39	50	61	186
960 Street, other	53	35	49	47	184
599 Business office	34	39	54	44	171
361 Jail, prison (not juvenile)	60	40	33	30	163
888 Fire station	16	21	38	82	157
571 Service station, gas station	24	24	45	49	142
581 Department or discount store	36	41	26	38	141
124 Playground	32	22	39	37	130
331 Hospital – medical or psychiatric	23	34	29	32	118
400 Residential, other	26	25	19	47	117
938 Graded and cared-for plots of land	23	25	18	32	98
213 Elementary school, including kindergarten	27	14	33	24	98
459 Residential board and care	37	21	30	3	91
580 General retail, other	25	15	23	27	90
936 Vacant lot	20	9	31	29	89
511 Convenience store	17	27	20	18	82

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Property Use	2015	2016	2017	2018	Total
155 Courthouse	18	23	20	21	82
363 Reformatory, juvenile detention center	10	23	16	19	68
131 Church, mosque, synagogue, temple, chapel	14	17	13	22	66
241 Adult education center, college classroom	15	15	16	17	63
342 Doctor, dentist, or oral surgeon's office	12	12	19	16	59
365 Police station	11	12	11	19	53

2.7.2 Simultaneous Incident Activity

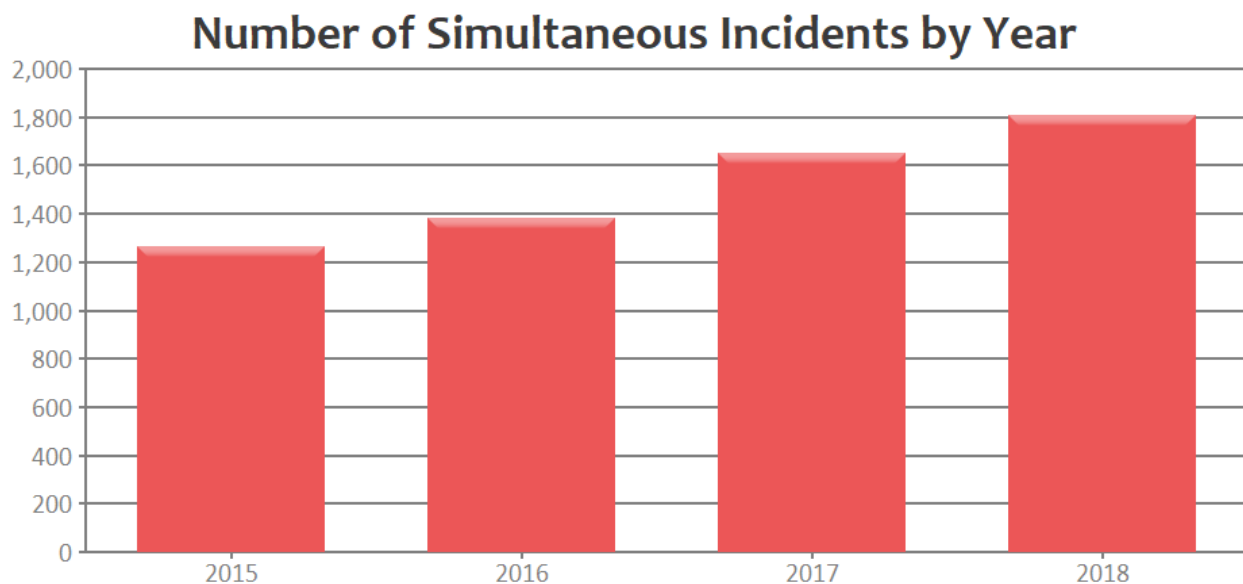
Simultaneous incidents occur when other incidents are underway at the time a new incident develops. In Woodland during 2018, 25.56 percent of incidents occurred while one or more other incidents were underway.

The following are the percentage of simultaneous incidents broken down by number of simultaneous incidents:

- ◆ 1 or more simultaneous incidents 25.56 percent
- ◆ 2 or more simultaneous incidents 04.42 percent
- ◆ 3 or more simultaneous incidents 00.38 percent

The following figure shows the number of simultaneous incidents is increasing slowly year to year.

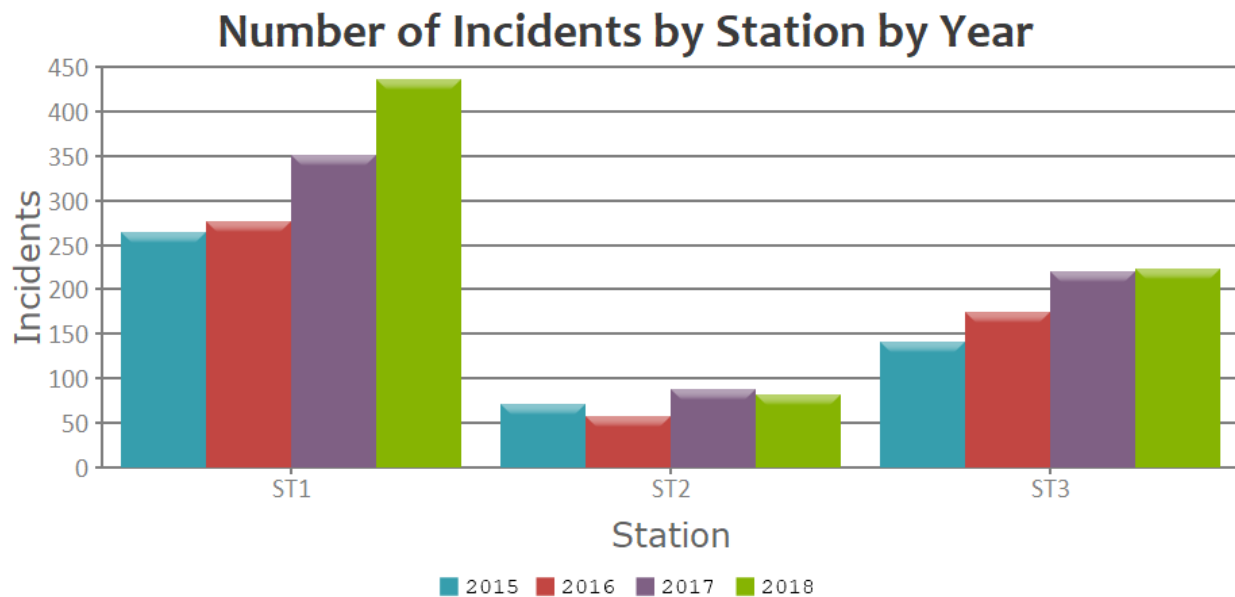
Figure 11—Number of Simultaneous Incidents by Year



In a larger city, simultaneous incidents in different station areas have very little operational consequence. However, when simultaneous incidents occur within a single station area, there can be significant delays in response times.

Table 13 illustrates the number of single-station simultaneous incidents by station area by year. Station 1 has the greatest number of single-station area simultaneous incidents over four years, with a dramatic increase in 2018. That same year saw mostly steady simultaneous activity in Station 3, with a slight activity decline in Station 2.

Figure 12—Number of Single-Station Simultaneous Incidents by Station by Year



In Woodland, there is another important issue that does not appear in Figure 12; units “move up” to downtown for predictable new incidents. Thus, a unit from Station 3 is moved-up from its district to the City core to be more centrally located should a third incident occur. Also, when both units from Station 3 are committed, Engine 2 is moved up to cover the Station 3 district. This occurs approximately 600 times per year or, averaged, twice per day. When this occurs, the affected unit has its administrative duties disrupted and typically has a longer response time if the third incident is back in the vacated City area.

Finding #8: The number of simultaneous incidents is increasing annually. As simultaneous incidents increase, the coverage provided by the busiest companies to their own areas, as well as to adjacent station areas, diminishes. For many of these occurrences, Station 3 must move up to downtown to cover for predictable new incidents. Doing so takes Station 3 away from other duties and rapid eastside response. This is one reason why the relocation of Station 3 to a major east/west road becomes so effective and why a fourth station will become necessary.

2.7.3 Station Area and Unit Incident Demand Percentages

The following table summarizes overall activity percentages for 2018 by station. The percentage listed is the percentage likelihood a particular station is involved in an incident at any given hour. This number considers not only the number of incidents but also the duration of incidents. The busiest stations are listed first.

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Table 14—Station Demand by Hour

Hour	Station 1	Station 2	Station 3
0:00	8.33%	5.11%	2.68%
1:00	5.71%	4.13%	2.55%
2:00	5.20%	7.56%	3.70%
3:00	6.60%	2.99%	2.00%
4:00	5.53%	3.65%	2.68%
5:00	6.77%	4.05%	2.98%
6:00	9.68%	5.20%	2.69%
7:00	9.65%	5.59%	2.98%
8:00	12.46%	9.05%	5.53%
9:00	13.06%	8.93%	6.68%
10:00	15.72%	11.28%	6.00%
11:00	13.53%	10.26%	6.83%
12:00	12.76%	12.55%	8.26%
13:00	10.68%	10.68%	6.73%
14:00	14.77%	8.95%	11.34%
15:00	16.56%	10.96%	6.62%
16:00	18.47%	10.35%	6.69%
17:00	16.04%	10.16%	6.66%
18:00	15.89%	9.53%	4.20%
19:00	13.09%	9.02%	7.27%
20:00	12.62%	14.90%	4.12%
21:00	12.55%	10.64%	3.95%
22:00	8.84%	7.61%	4.90%
23:00	8.31%	5.96%	4.01%

The utilization percentage for apparatus is calculated by two primary factors, the number of responses and the duration of responses. Table 15 is a unit-hour utilization summary for Department engine companies. It lists the busiest engines first. This report is based on 7,107 apparatus response records from 1/1/2018 to 12/31/2018.

Woodland, CA Fire Department
Standards of Coverage and Headquarters Staff Capacity Review

Table 15—Unit-Hour Utilization: Engine Companies – 2018

Hour	E1	E3	E2
0:00	8.19%	4.88%	2.85%
1:00	4.84%	4.09%	2.25%
2:00	6.04%	4.92%	4.51%
3:00	6.73%	4.65%	3.77%
4:00	4.98%	2.81%	2.92%
5:00	6.02%	3.75%	2.83%
6:00	7.73%	5.54%	3.15%
7:00	9.22%	5.06%	3.38%
8:00	9.83%	9.32%	6.34%
9:00	10.99%	8.55%	7.44%
10:00	12.05%	9.41%	7.85%
11:00	10.84%	6.79%	6.61%
12:00	11.11%	8.07%	7.40%
13:00	10.35%	8.52%	5.98%
14:00	13.19%	7.50%	7.01%
15:00	15.36%	8.82%	8.04%
16:00	10.97%	9.22%	6.98%
17:00	14.81%	9.51%	8.13%
18:00	14.04%	9.36%	7.98%
19:00	13.05%	10.31%	8.48%
20:00	11.69%	7.34%	4.83%
21:00	12.32%	5.32%	4.84%
22:00	8.78%	6.47%	4.89%
23:00	8.11%	5.51%	4.42%

Table 16 illustrates a unit-hour utilization summary for the Department’s ladder company. This report is based on 1,279 apparatus response records from 1/2/2018 to 12/31/2018.

Table 16—Unit-Hour Utilization: Ladder Company – 2018

Hour	T3
0:00	2.27%
1:00	0.51%
2:00	1.33%
3:00	3.27%
4:00	0.92%
5:00	1.16%
6:00	2.15%
7:00	1.71%
8:00	2.67%
9:00	4.43%
10:00	5.75%
11:00	4.77%
12:00	3.66%
13:00	3.76%
14:00	4.61%
15:00	5.13%
16:00	3.55%
17:00	4.22%
18:00	4.38%
19:00	4.26%
20:00	3.72%
21:00	2.79%
22:00	2.48%
23:00	2.47%

What should be the maximum utilization percentage on a firefighting unit? During the nine-hour daytime work period, when crews on a 24-hour shift must also pay attention to apparatus checkout, station duties, training, fire prevention inspections, public education, and paperwork, plus required physical training and meal breaks, Citygate believes the maximum commitment unit-hour utilization (UHU) per hour across the six- to nine-hour workday period should not exceed 30 percent. Beyond that, the most important duties to suffer will be training hours and fire prevention inspections.

For a dedicated unit, such as an ambulance or low-acuity squad working less than a 24-hour shift, then UHU can rise to 40–50 percent at a maximum. At that UHU level, peak-hour squads must then have additional duty days for training only, in which they are not responding to incidents, to meet their annual requirements for continuing education and training hours.

Finding #9: The engine and ladder unit-hour utilization (UHU) rates do not yet come close to saturation levels of 30 percent hour over hour. However, with only four units in a three-station fire department, the simultaneous rate of two incidents open at once at 25 percent creates times of the day when the Department cannot cover all the neighborhoods within desired response time goals or deliver an effective four-unit response to serious fires and other large emergencies.

2.7.4 Aid Activity with Other Jurisdictions

The following table shows aid activity for the four reporting years. These numbers report data collected in the Aid section of NFIRS 5 reporting system. The table breaks down aid type by year. There is a sharp increase in aid received in 2018 due to trying to increase the ERF staffing on serious fires by using more mutual aid. There are 25,779 incident records being analyzed.

Table 17—Incident Quantity: Year by Aid Type

Aid Type	2015	2016	2017	2018	Total
Received	49	76	77	156	358
Given	116	136	141	156	549
None	5,574	5,979	6,557	6,762	24,872
Total	5,739	6,191	6,775	7,074	25,779

In Woodland, most of the aid being given goes to the adjoining rural fire districts that cannot effectively provide a response back to Woodland. For example, in 2018, Woodland went to Davis and Elkhorn 82 times out of 156 occurrences. So, another 47 percent of the responses are “more local.” In most prior years, Woodland was giving more mutual than receiving. While this count is balanced, it is because Davis and West Sacramento must assist, but they are a significant distance away and very busy departments in their own right. This distance becomes problematic when the Department is dependent upon automatic aid units to fulfill an ERF in a timely manner.

2.7.5 Operational Performance

Measurements for the performance for the first apparatus to arrive on the scene of emergency incidents are the number of minutes and seconds necessary for 90 percent completion of the following components:

- ◆ Call processing
- ◆ Turnout
- ◆ Travel
- ◆ Dispatch to Arrival
- ◆ Call to Arrival.

2.7.6 Call Processing

Call processing measures the time from the first incident time stamp until apparatus are notified of the request for assistance. The following table shows that call processing is 45 seconds for 90 percent compliance.

Table 18—Call Processing Analysis

Station	Overall	2015	2016	2017	2018
Department-Wide	00:45	00:57	00:44	00:42	00:40
1	00:43	00:48	00:42	00:41	00:38
2	00:42	00:56	00:41	00:39	00:37
3	00:53	01:12	00:49	00:44	00:47

Finding #10: Call processing time, at 45 seconds, is very good performance against a NFPA best practices recommendation of 90 seconds.
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2.7.7 Turnout Time

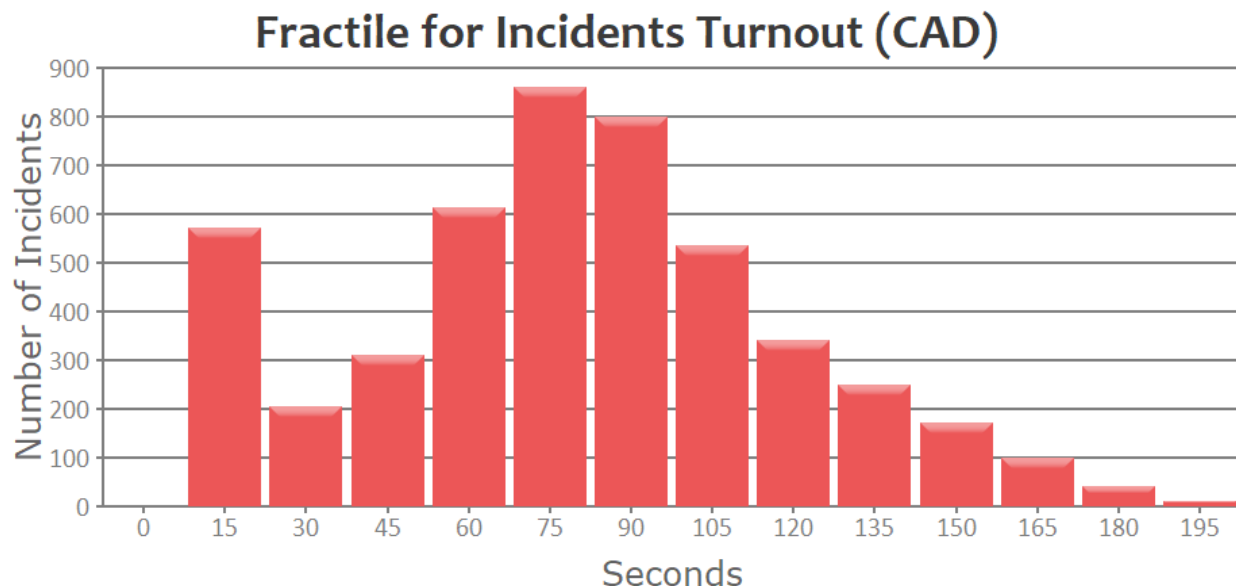
Turnout time measures the time from apparatus notification until apparatus start traveling to the scene. Citygate recommends a realistic goal of 2:00 minutes. All fire stations are hovering near or just over a 2:00-minute turnout time. Times were slightly better in 2015 than in 2018.

Table 19—Turnout Analysis

Station	Overall	2015	2016	2017	2018
Department-Wide	02:05	02:01	02:05	02:06	02:06
1	02:03	01:46	02:00	02:07	02:07
2	02:02	01:50	01:58	02:08	02:06
3	02:09	02:12	02:14	02:05	02:05

Figure 13 illustrates fractile turnout time performance. The peak segment for turnout performance is 75 seconds.

Figure 13—Fractile for Incidents – Turnout



Finding #11: Crew turnout performance, at 2:06 minutes, *nearly meets* than a Citygate-recommended goal of 2:00 minutes or less.

2.7.8 Travel Time

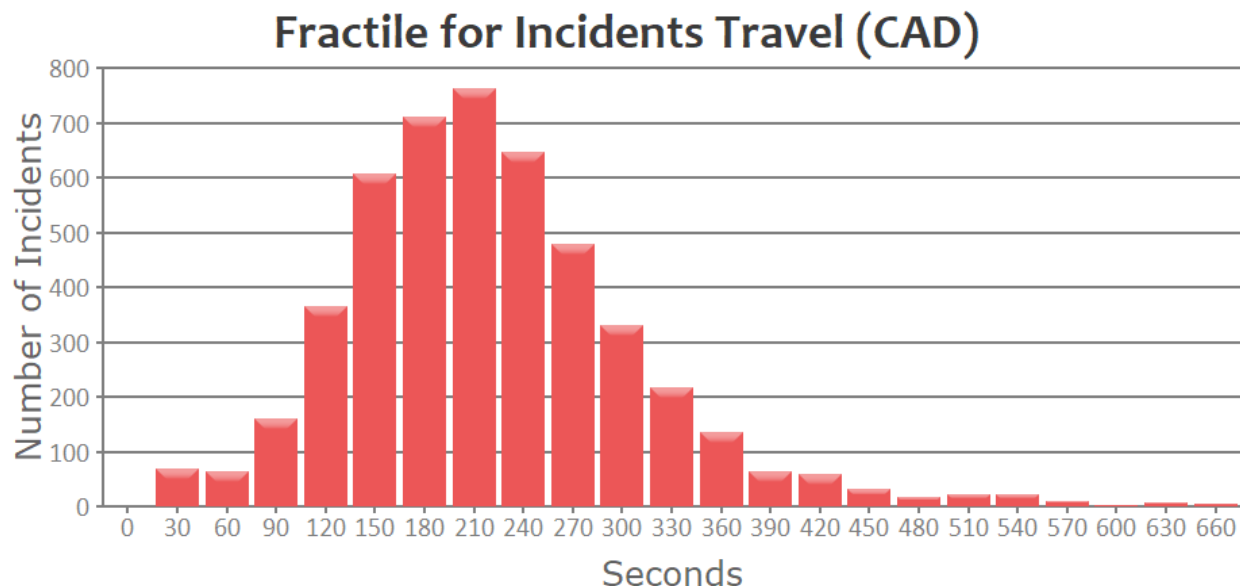
Travel time measures the time to travel to the scene of the emergency. In most urban and suburban fire departments, a 4:00-minute travel time 90 percent of the time would be considered highly desirable. In Table 20, no stations achieve that standard. Stations 1 and 2 generally take less than 5:00 minutes. Station 3 consistently takes longer than 5:00 minutes.

Table 20—Travel Analysis

Station	Overall	2015	2016	2017	2018
Department-Wide	04:57	04:34	04:53	04:58	05:10
1	04:40	04:12	04:34	04:43	04:52
2	04:44	04:12	04:35	04:44	05:09
3	05:24	05:08	05:28	05:21	05:31

Figure 14 illustrates fractile travel time performance. The peak segment for travel time performance in 2018 is 210 seconds, or 3:30 minutes.

Figure 14—Fractile for Incidents – Travel



Finding #12: First-due unit travel time performance to 90 percent of the incidents Citywide at 5:10 minutes is past an NFPA and Citygate best practices goal of 4:00 minutes. This is due to only fielding three fire stations and the impact of simultaneous incident demand.

2.7.9 Call to Arrival

Call to arrival measures the time from receipt of the request for assistance until the apparatus arrives on the scene. The current Woodland response time goal does not include dispatch time.

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However, Citygate typically recommends a Call to Arrival goal of 7:30 minutes comprised of 1:30 minutes dispatching, 2:00 minutes crew turnout, and 4:00 minutes travel.

Table 21—Call to Arrival Analysis

Station	Overall	2015	2016	2017	2018
Department-Wide	06:47	06:13)	06:50	06:52	07:03
1	06:26	05:33	06:25	06:38	06:48
2	06:29	05:45	06:21	06:37	06:55
3	07:20	07:00	07:30	07:23	07:28

Finding #13: The Department's call to arrival time to 90 percent of the incidents, at 7:03 minutes, is better than Citygate's goal of 7:30 minutes. The fast dispatch time is covering for the somewhat longer travel times from a three-fire-station system.

2.7.10 Effective Response Force (First Alarm) Concentration Measurements

The initial ERF for structure fires from the Department is three engines, one ladder truck, and one chief officer totaling 13 personnel *exclusive* of automatic aid units that must come from much further away given the distances to West Sacramento and Davis. All first alarm structure fires require automatic aid resources to reach the ERF of 17. The following table only shows the Woodland units' response force of 13 personnel and does not include the automatic aid units coming from a greater distance. Of the building fire incidents from 2015 to 2018, 39 received a full ERF response from only Woodland units.

Table 22—Distribution – Structure Fire Call to Arrival Performance

Station	Overall	2015	2016	2017	2018
Department-Wide	09:38 (39)	08:46 (9)	09:12 (10)	08:11 (7)	09:40 (13)
1	09:10 (22)	08:46 (4)	08:59 (6)	07:20 (4)	09:39 (8)
2	09:29 (8)	06:49 (2)	09:12 (1)	08:38 (2)	09:38 (3)
3	09:40 (9)	08:59 (3)	11:03 (3)	06:29 (1)	09:40 (2)

Finding #14: While the number of building fires requiring a total response force of all four Woodland units is small, the call to arrival times are excellent at less than 9:40 minutes against a best practice goal of 11:30 minutes.

2.8 OVERALL EVALUATION

SOC ELEMENT 8 OF 8
OVERALL EVALUATION

The Department serves a diverse suburban/urban population with a mixed residential and non-residential land-use pattern typical of a city in the Yolo County area.

While the State fire code now requires fire sprinklers even in residential dwellings, it will be many more decades before enough homes are replaced or remodeled with automatic fire sprinklers. If desired outcomes include limiting building fire damage to only part of the inside of an affected building and/or minimizing permanent impairment resulting from a medical emergency, then the City will need both first-due and ERF coverage in all planning zones consistent with best practice response performance recommendations of first-due arrival within 7:30 minutes from 9-1-1 fire dispatch notification and ERF arrival within 11:30 minutes of 9-1-1 notification, all at 90 percent or better reliability.

Although call processing and turnout time performance are better than or meeting recommendations, the travel time coverage from three stations is longer than a best practices goal of 4:00-minutes for positive outcomes.

Department resources and equipment are appropriate to protect against the hazards likely to impact the City, and daily staffing provides a minimum total response force sufficient for a single moderately serious fire incident, as discussed in **Section 2.2.1**, as well as single- and multiple-occurrence EMS incidents. However, for serious incidents requiring more than the 13-person on-duty force, help must come from automatic aid, which is not less than 10:00 minutes away.

As the geographic mapping indicated, Station 3 could be relocated to improve coverage. As the City continues to evolve, a fourth fire station would be highly desirable to increase daily staffing to serious emergencies and coverage for simultaneous incidents. A fourth station would also lessen the need for rapid mutual aid.

Overall, the Department is doing an excellent response job from three stations, with 90 percent of all fire and EMS incidents being reached in just over 7:00 minutes from the call receipt at the regional fire dispatch center. But as more incidents continue to occur, especially past the reach of Stations 1 and 2 with the highest incident demand currently, the travel times will get longer and then the dispatch and turnout time success will not be enough to mask the longer travel times.

2.8.1 Deployment Recommendations

Based on the technical analysis and findings contained in this Standards of Coverage assessment, Citygate offers the following deployment recommendations:

Recommendation #1: Adopt Updated Deployment Policies: The City Council should adopt *updated*, complete performance measures, including dispatch processing time, to aid deployment planning and to monitor performance. The measures of time should be designed to deliver outcomes that will save patients when possible upon arrival and to keep small but serious fires from becoming more serious. With this in mind, Citygate recommends the following measures:

- 1.1 Distribution of Fire Stations:** To treat pre-hospital medical emergencies and control small fires, the first-due unit should arrive within 7:30 minutes, 90 percent of the time from the receipt of the 9-1-1 call at fire dispatch; this equates to a 90-second dispatch time, a 2:00-minute company turnout time, and a 4:00-minute travel time.
- 1.2 Multiple-Unit Effective Response Force for Serious Emergencies:** To confine building fires near the room of origin, keep vegetation fires under one acre in size, and treat multiple medical patients at a single incident, a multiple-unit ERF of at least 14 personnel, including at least one chief officer, should arrive within 11:30 minutes from the time of 9-1-1 call receipt in fire dispatch, 90 percent of the time; this equates to a 90-second dispatch time, 2:00-minute company turnout time, and 8:00-minute travel time.

1.3 Hazardous Materials Response: Provide hazardous materials response designed to protect the City from the hazards associated with uncontrolled release of hazardous and toxic materials. The fundamental mission of the Fire Department's response is to isolate the hazard, deny entry into the hazard zone, and notify appropriate officials/resources to minimize impacts on the community. This can be achieved with a first-due total response time of 7:30 minutes or less to provide initial hazard evaluation and/or mitigation actions. After the initial evaluation is completed, a determination can be made whether to request additional resources from the regional hazardous materials team.

1.4 Technical Rescue: Respond to technical rescue emergencies as efficiently and effectively as possible with enough trained personnel to facilitate a successful rescue with a first-due total response time of 7:30 minutes or less to evaluate the situation and/or initiate rescue actions. Following the initial evaluation, assemble additional resources as needed within a total response time of 11:30 minutes to safely complete rescue/extrication and delivery of the victim to the appropriate emergency medical care facility.

Recommendation #2: Citygate recommends the City pursue a relocation of Fire Station 3 to or very near the identified school parcel site on East Gibson Road.

Recommendation #3: As revenues allow, add a fourth firefighter per day to the ladder truck crew (one per platoon, three total). Then add a fifth per day (three more, six total). When two more are online, operate a quick response squad to handle low-acuity medical incidents. Then, when a third person per day can be funded (three more, nine total), move the three personnel per day to a new fourth fire station. In the near term, a fourth and then fifth firefighter per day also increases the ERF force to serious emergencies and lessens the dependence on mutual aid.

Recommendation #4: As soon as is practical and to preserve the land for future use when needed, the City should pursue the acquisition of a fourth fire station parcel in the northern area of the City close to the site tested in this study.

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SECTION 3—HEADQUARTERS PROGRAMS REVIEW

Citygate was asked to review key Fire Department headquarters programs and staffing necessary to support the field crew deployment in the fire stations, and other support services such as fire prevention. It is considered a good practice to corroborate that the headquarters and support functions are in alignment with the response operations. This ensures that not only are responses timely, but that the personnel are well trained, properly supported, and that fire prevention activities are being performed to reduce calls for service.

NFPA 1201⁵ states, in part, “the [Department] shall have a leader and organizational structure that facilitates efficient and effective management of its resources to carry out its mandate as required [in its mission statement].”

A fire department needs a committed management organization that is properly sized, adequately trained, and appropriately supported. Compliance regulations for fire services operation are increasing, so the proper hiring, training, and supervision of response employees requires a serious leadership and general management commitment.

This section provides Citygate’s detailed review and evaluation of the Department’s administrative staffing and workload capacity, including:

- ◆ General Department administration
- ◆ Fire Prevention / Public Information
- ◆ Disaster/Emergency preparedness
- ◆ Operations
- ◆ EMS
- ◆ Training
- ◆ Safety/Wellness.

⁵ NFPA 1201 – Standard for Providing Emergency Services to the Public (2015 Edition)

3.1 HEADQUARTERS STAFFING CAPACITY REVIEW SUMMARY

Citygate's review of the Department's administrative staffing and workload capacity yielded the following:

3.1.1 Strengths

- ◆ Very highly-qualified, professional, and dedicated personnel with a strong commitment to serve the organization and the community
- ◆ Strong administrative and analytic skills
- ◆ Strong work ethic / culture
- ◆ High-quality customer service
- ◆ Connected and engaged with the community
- ◆ The Deputy Chief position was tested with an interim solution of rotating the Battalion Chiefs through a temporary office assignment, adding critical executive-level succession development training and administrative capacity
- ◆ Open to new ideas
- ◆ Desire to improve
- ◆ Very good labor–management relationship.

3.1.2 Weaknesses/Concerns

- ◆ Insufficient administrative support capacity; likely unsustainable
- ◆ Lack of permanent second-in-command mid-management chief officer capacity
- ◆ Lack of a formal Department safety program consistent with recommended best practices
- ◆ Lack of a formal employee health and wellness program consistent with recommended best practices
- ◆ Lack of a comprehensive career succession development plan
- ◆ Significant one-time and ongoing administrative workload capacity gaps
- ◆ Multiple single points of failure where important functions are only handled by one person, with little to no cross-trained backup.

3.1.3 Opportunities

- ◆ Desire realign the Fire Prevention Division to more of a community risk reduction focus
- ◆ Increased outreach and youth engagement
- ◆ Development and implementation of a Community Emergency Response Team (CERT) program.

3.1.4 Threats

- ◆ Lack of a comprehensive succession development plan, especially for middle management and executive management
- ◆ Lack of a formal Department safety program consistent with recommended best practices
- ◆ Lack of the staff capacity to develop and maintain adequate standardized operating procedures consistent with best practices
- ◆ Lack of a formal employee health and wellness program consistent with recommended best practices
- ◆ Lack of upgradable communication system consistent with newer regional and national best practices. The Department has only one tactical frequency which is shared with the Police Department. The City still uses VHF (which is FCC compliant in the near term), but all the other County career departments utilize multi-channel trunked 800 Mhz. Eventually, the City, County, and partner agencies must move to the national FirstNet public safety radio/data network.
- ◆ Significant one-time and ongoing administrative workload capacity gaps.

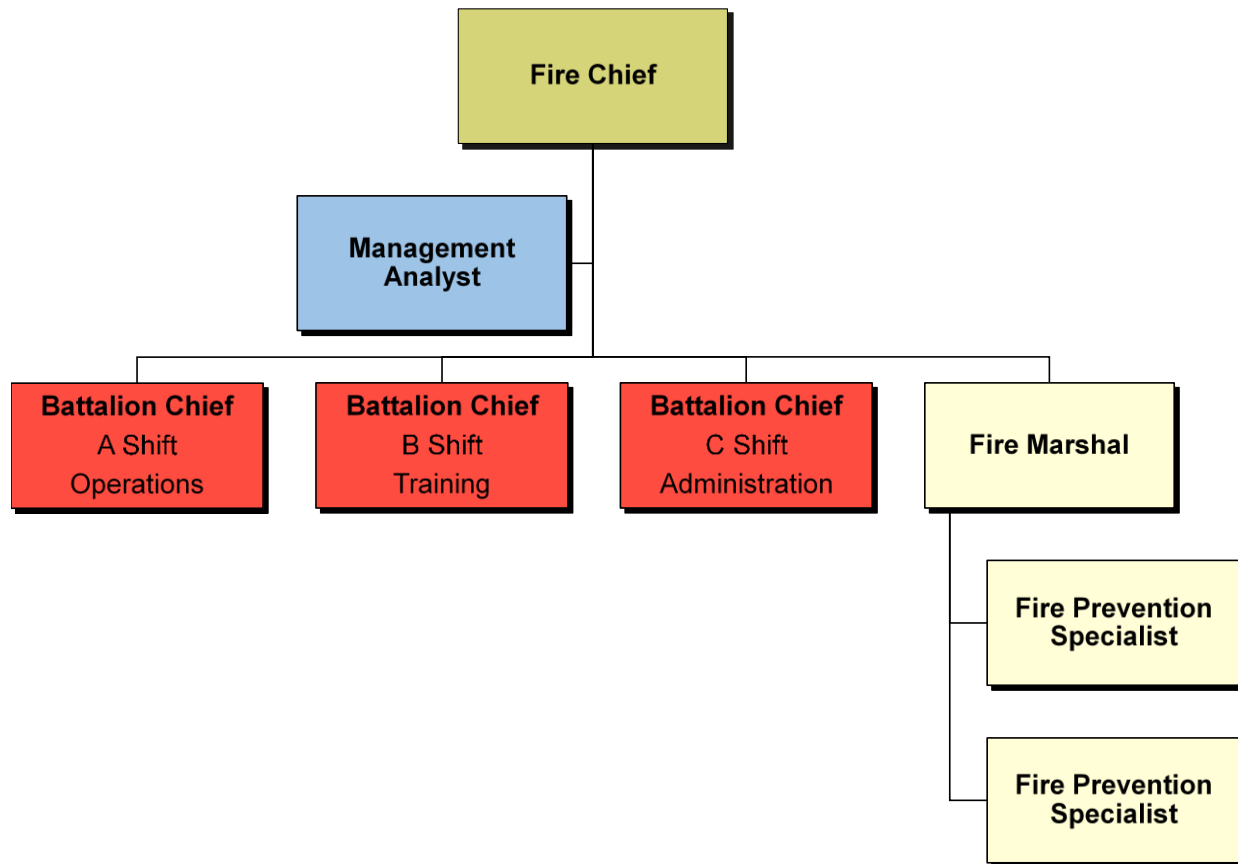
In Citygate's opinion, the workload capacity gaps and potential single points of failure identified as a result of this review could be remedied with the addition of one permanent administrative chief officer and one full-time, non-sworn, clerical-level position.

3.2 DEPARTMENT ADMINISTRATIVE SUPPORT ORGANIZATION

The Department's 2018/2019 budget authorizes one Fire Chief, one Management Analyst and three Battalion Chiefs in the Administration and Field Operations Divisions, a Fire Marshal and two Fire Prevention Specialists in the Fire Prevention Division, as illustrated in Figure 15. In November 2018, the Fire Chief received authorization from the City Manager to implement a temporary position for administrative support, which is filled by the current Battalion Chiefs on a three-month rotational assignment for succession development training and to provide additional,

needed administrative capacity. The operational Battalion Chief vacancy was then filled by an Acting Battalion Chief, Acting Captain, etc. The Fire Chief also received authorization to fund a part-time (approximately eight hours per week) Office Support Clerk with mutual aid reimbursement revenue to provide additional temporary administrative support capacity for the Fire Prevention Division.

Figure 15—Fire Department Administrative Organization



This organization is responsible for the administration and management of all Department programs and services, and most administrative support functions, including general Department administration, fire prevention, training, health and safety, emergency preparedness and management, public education/information, policies and procedures, coordination with other local/regional service providers/stakeholders, and other related administrative and program support responsibilities. However, the three Battalion Chiefs are part of the Field Operations Division and work a 24-hour, three-platoon, rotating fire crew schedule.

3.3 ASSESSMENT METHODOLOGY

For this assessment, Citygate administered a Workload Assessment Questionnaire to each administrative staff member, followed with a review of each position description, and focused individual interviews as necessary, to identify:

- ◆ Key primary and secondary responsibilities
- ◆ Approximate amount/percentage of time currently spent on each responsibility
- ◆ Critical workload capacity gaps, including what key responsibilities/expectations are not being performed or not being performed to desired/expected levels or timeline
- ◆ Available redundant critical business services capability (e.g., payroll, accounts payable, employee benefits, etc.)
- ◆ Single points of failure, if any, for critical business processes/services
- ◆ Workload capacity gaps relative to critical business systems and assigned key primary and secondary responsibilities
- ◆ Estimate annual hours and related full-time equivalent (FTE) capacity needed to close identified workload capacity gaps.

3.4 ADMINISTRATION DIVISION

The Administration Division consists of the Fire Chief and one Management Analyst. Three Battalion Chiefs are assigned to 24-hour the Field Operations Division but perform significant administrative duties. There are no dedicated office support (clerical) positions.

3.4.1 Key Program Responsibilities⁶

Key Administration Division responsibilities include:

- ◆ Long-range organizational/succession planning
- ◆ Personnel management
- ◆ Contract and grant administration
- ◆ Budget oversight and management

⁶ Reference: City of Woodland FY 2018/2019 Budget

- ◆ Leadership development
- ◆ Risk management.

3.4.2 Key Fire Chief Responsibilities⁷

- ◆ Planning, organizing, and directing all Fire Department activities
- ◆ Direct/participate in the development and implementation of goals, objectives, policies, and priorities for Fire Department services
- ◆ Ensure that the Department has adequate resources to fulfill its mission through proper budget planning and execution; and personnel selection, training, and development
- ◆ Maintaining a continuous effort to improve the quality of services provided to the public; direct research of alternative fire and emergency medical services models
- ◆ Prepare and present reports to the City Council; provide technical and professional advice and recommendations relative to levels of service and other related matters; coordinate special studies requiring a high degree of technical competence and political awareness
- ◆ Direct the preparation and administration of the annual Department budget
- ◆ Ensure positive public relations and effective working relationships with the general public, other governmental agencies, the City Council, City departments, and the media
- ◆ Review work methods and interdepartmental procedures to ensure effective work flow and compliance with established policies and procedures
- ◆ Promote and maintain a safe work environment
- ◆ Direct the enforcement of Federal, State, and local fire codes and regulations and the preparation and adoption of appropriate ordinances
- ◆ Supervises emergency incident operations as appropriate
- ◆ Directs the formulation of in-service training programs for Department personnel
- ◆ Represent the Department before the City Council, community, outside agencies, and at professional meetings as appropriate or requested

⁷ Reference: City of Woodland Fire Chief position description (September 2016)

- ◆ Serve as the City's Emergency Preparedness Coordinator
- ◆ Assist in updating the City's Emergency Plan; coordinate with State and County agencies to ensure Plan compliance and approval
- ◆ Exercise direct and indirect supervision of assigned staff.

3.4.3 Key Temporary Deputy Chief Responsibilities⁸

This position is not presently funded and is unfilled. The responsibilities listed below are representative of that which the position would be responsible for per the established job description. Presently, these responsibilities are either accomplished by the Fire Chief, Field Operations Division Battalion Chiefs, through the trial temporary Office Battalion Chief, or in many cases, not accomplished.

- ◆ Plan, coordinate, and manage the services and activities of the Operations Division
- ◆ Participate in the development and implementation of Department goals, objectives, priorities, and policies
- ◆ Evaluate program performance and develop improvement strategies as appropriate
- ◆ Providing complex administrative/management support to the Fire Chief
- ◆ Directs and conducts organizational studies and special projects as assigned
- ◆ Prepares and presents staff reports and correspondence
- ◆ Responds to and resolves complaints
- ◆ Provides technical and professional advice and recommendations relating to service levels and other matters
- ◆ Respond to and assist with the management of serious emergency incidents
- ◆ Serve as Acting Fire Chief as assigned
- ◆ Represent the Department at City Council, community, outside agency, and professional meetings.

3.4.4 Key Battalion Chief Administrative Responsibilities⁹

- ◆ Analyze technical data

⁸ Reference: City of Woodland Deputy Fire Chief position description (June 2011)

⁹ Reference: City of Woodland Battalion Chief position description (June 2011)

- ◆ Administer and enforce City/Department policies, procedures, rules, and regulations
- ◆ Prepare and present reports to the Fire Chief
- ◆ Provide technical and professional recommendations relative to level of service and other related matters
- ◆ Perform administrative activities, including preparation of a variety of reports
- ◆ Represent the Department before the City Council, community, outside agencies, and professional meetings as requested
- ◆ Management of Department-level programs including training, EMS, operations, fleet, communications, hazardous materials, rescue, grants, and information technology.

3.4.5 Key Management Analyst Responsibilities¹⁰

- ◆ Compile data and assist in developing recommendations on the formulation of policy, procedure, staffing, and organizational changes; participate in the installation of new and revised programs, systems, procedures, and methods of operation
- ◆ Conduct surveys and perform research and statistical analyses on administrative, fiscal, personnel, and/or operational problems
- ◆ Assist with identifying Citywide or Department-wide information system needs, including computer hardware/software and training programs
- ◆ Research and/or assist in the preparation, analysis, and administration of the Department operating and/or capital budget
- ◆ Research, develop, review, and prepare grant applications, including monitoring existing programs for compliance with regulations
- ◆ Represent the City in inter-departmental, community, and professional meetings
- ◆ Develop budget documents; track expenditures to ensure compliance with budget
- ◆ Manage City contracts, including developing Request for Quotations (RFQ), and monitor for compliance and budget

¹⁰ Reference: City of Woodland Management Analyst I/II/Senior Position Description (May 2013)

- ◆ Compile material and prepare and/or assist with preparation of reports, manuals, and publications
- ◆ Assist with coordinating Departmental activities with Department divisions, other City departments, and outside agencies
- ◆ Assist with the design and implementation of systems and forms for use in a City department or administrative office, including Citywide information systems.

3.4.6 Workload Assessment

Citygate's workload assessment of the Administration Division yields the following:

- ◆ The Fire Chief spends approximately 20 to 35 percent of available work capacity performing duties and responsibilities typically performed by a subordinate chief officer in similar-sized departments, including:
 - Operations Division management
 - Development, review, and updating of Department policies and procedures
 - Development, review, and updating of resource deployment matrices
 - Coordination of new firefighter academy training
 - Grant writing
 - ISO rating reviews
 - Response and management of larger emergency incidents
 - Fire station relocation project coordination
 - Memorandum of Understanding (MOU) negotiations and labor relations.
- ◆ The temporary administrative Battalion Chief position has added critical executive-level succession planning training and experience, and additional executive administrative capacity to:
 - Provide full-time management of the Operations Division that includes coordinating the personnel supervision efforts of the three line crew platoons with their Battalion Chiefs. It is critical that one executive manager—a permanent Deputy Chief on a 40-hour week—ensure the three Battalion Chiefs and their platoons are “one” department and not three siloed teams.

- Coordinate and manage special projects including:
 - The current Standards of Coverage Assessment
 - Future development of a Department Strategic/Master Plan
 - Regional communications interoperability
 - Regional promotional examinations for multiple ranks
 - The upcoming ISO review
 - Guidelines and training on incident command procedures consistent with OSHA, NFPA, best practices, and regional expectations
 - Assisting in the development of common regional standard operating guidelines and policies for emergency incidents
 - Studying alternative deployment options
 - The Station 3 relocation project
 - Development of a Department fleet replacement plan
- Serves to relieve Battalion Chief to attend training, meetings, or provide command support during large events and simultaneous calls.
- ◆ The Battalion Chiefs spend *at least 50 percent* of their available work time performing administrative duties, including management of the training, EMS, communications, hazardous materials, rescue, and apparatus maintenance programs. Doing so significantly impacts the time available to direct and manage daily operational priorities, station-level fire prevention inspections, and supervise, coach, and mentor subordinate personnel.
- ◆ Approximately 50 percent of the Management Analyst's time is spent performing general administrative and clerical duties below her job description that are more appropriate to the Administrative Clerk I/II level. Office support needs that the Management Analyst cannot complete are completed by the chief officers, which is also working them below their job classification, or the need goes unfulfilled.
- ◆ Available administrative capacity has resulted in the inability to address multiple Department issues and initiatives, including:
 - Development of a Department Master/Strategic Plan
 - Programming and implementation of the line personnel staffing software solution (Telestaff) upgrade

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- Integration and updating of existing policies and guidelines into the newly purchased Lexipol generic standard procedures program, with resultant implementation
- Development and implementation of a formal Department succession plan
- Forecasting near-term and longer-term needs, including the ability to track issues and services demand changes in the community and larger fire district areas
- Leadership mentoring of new personnel and mid-career personnel desiring to promote
- Conversion of the Fire Prevention Division from just new construction inspections to a community risk reduction model
- Development and implementation of a Community Emergency Response Team (CERT) program.
- ◆ The Department lacks a formal safety program consistent with recommended best practices.
- ◆ The Department lacks a formal employee health and wellness program consistent with recommended best practices.

Finding #15: The Fire Chief spends approximately 20-35 percent of available work capacity performing duties and responsibilities typically performed by a subordinate chief officer in similar-sized departments.

Finding #16: The trial-period administrative Battalion Chief position has added executive-level succession development training and additional critical executive administrative capacity, but lacked ongoing funding, the needed oversight capabilities, and the positional authority of a Deputy Chief.

Finding #17: The operations Battalion Chiefs spend at least half of their available work time performing administrative duties.

Finding #18: Approximately 50 percent of the Management Analyst's time is spent performing general clerical duties more appropriate to the Administrative Clerk I/II level.

Finding #19: Insufficient administrative capacity has resulted in the inability to address multiple key Department-level issues and initiatives.

Finding #20: The Department lacks a formal safety program consistent with recommended best practices.

Finding #21: Due to limited administrative chief officer support, the Department lacks the ability to develop and update adequate standardized operating procedures consistent with best practices.

Finding #22: The Department lacks a formal employee health and wellness program consistent with recommended best practices.

3.4.7 Single Points of Failure

Citygate's Administration Division workload assessment identified the following potential single points of failure for critical business processes/services:

1. Lack of a second-in-command, mid-management chief officer. This capacity is typical, in Citygate's experience, in departments similar in size to the City of Woodland Fire Department and plays a key organizational role in providing:
 - ◆ Continuity of leadership in the Fire Chief's absence
 - ◆ Full-time administration and oversight of the Operations Division
 - ◆ Mid-Manager career succession development
 - ◆ The capacity to support the on-duty Battalion Chief at a serious incident
 - ◆ Chief-officer-level administrative capacity to assist the Fire Chief with key Department functions and initiatives including:
 - Strategic/Master and disaster preparedness planning
 - Budget development and management
 - Shift personnel scheduling software set-up and implementation
 - Departmental policies and operating rules implementation

- Succession plan development
- Coordination of training, leadership and mentoring
- Programs development such as studies, grant writing, neighborhood CERT program and ISO rating reviews, to name a few.
- There is a lack of redundant capacity for Department-level accounts payable/receivable, payroll, human resources, training scheduling/records, and other general administrative and clerical duties/responsibilities currently performed by the Management Analyst whom is in a higher-level job description. There is no office support professionals (clerical) positions at all in the fire department.

Finding #23: The Administration Division has multiple single points of failure relative to continuity of leadership, executive administrative capacity, and critical business processes and services. The primary positions of concern are the Fire Chief, Management Analyst, and the Battalion Chief if more than one of the three was to be on extended, unplanned leave.

3.4.8 Workload Capacity Gap Analysis

Citygate's Administration Division workload assessment yielded the following significant workload capacity gaps and estimated annual hours and equivalent FTE staffing capacity required to close those gaps.

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Table 23—Administration Division Workload Capacity Gap Summary

Workload Capacity Gap Analysis Administration Division	Estimated Additional Annual Hours Required
One-Time Gaps	
Master/Strategic Plan development	720-960
Telestaff personnel scheduling software upgrade programming and implementation	480-960
Lexipol policy/procedure integration	1,040-2,080
Department policies, procedures, and guidelines updating	480-960
Succession plan development and implementation	240-480
Total One-Time Hours	2,960–5,440
Equivalent Short-Term FTE Capacity	1.5–2.75
On-Going Gaps	
New policy/procedure development, review, and updates	80-160
Succession development / leadership mentoring coordination	80-160
Analyzing/forecasting future needs	40-80
Operations Division administration/management	480-960
Special projects coordination/management	480-960
Program data collection/analysis	80-160
Clerical-level duties/responsibilities	980-1,960
Total Annual Hours	2,220–4,440
Equivalent FTE Capacity¹	1.25–2.25

¹ FTE = full-time equivalent capacity assuming 1 FTE = 1,960 annual hours

Finding #24: The Administration Division has significant one-time and ongoing workload capacity gaps that would require approximately 1.25-2.25 FTE additional staffing capacity to remedy.

Recommendation #5: The City should consider adding at least one permanent administrative chief officer above the rank of Battalion Chief as fiscal resources allow to provide critical leadership continuity and mid-management-level workload capacity.

Recommendation #6: The City should consider adding at least .5 FTE of administrative clerical office support as fiscal resources allow to relieve a critical Administration Division workload capacity gap and to provide redundant capacity for critical business services and processes.

3.5 FIRE PREVENTION DIVISION

The Fire Prevention Division includes a Fire Marshal, two Fire Prevention Specialists, and a part-time (eight hours per week) temporary Clerk.

3.5.1 Key Program Responsibilities

Key responsibilities of the Fire Prevention Division include:¹¹

- ◆ Reducing community risk relative to fire and life safety issues
- ◆ Fire cause/origin investigation
- ◆ Fire and life safety inspection of specific building occupancies
- ◆ Enforcement of fire and life safety codes, ordinances, and regulations
- ◆ New development/construction plan review and related inspections
- ◆ California Fire Code adoption/enforcement
- ◆ Weed abatement program management
- ◆ Fireworks program administration
- ◆ Fire and life safety education programs
- ◆ Disaster Preparedness.

¹¹ Reference: City of Woodland FY 2018/2019 Budget and Fire Prevention staff

3.5.2 Key Fire Marshal Responsibilities¹²

- ◆ Overall responsibility to direct, oversee, and coordinate the functions and activities of the Fire Prevention Division to reduce community risk
- ◆ Enforcement of applicable fire and life safety laws, codes, ordinances, and regulations
- ◆ New development/building plans review for conformance with applicable fire and life safety codes, ordinances, and regulations
- ◆ Plan review and inspection of new construction and fire protection systems
- ◆ Disaster preparedness
- ◆ Fire investigations
- ◆ Public fire safety education
- ◆ Weed abatement program management
- ◆ Public Information Officer
- ◆ Coordination of the Public Relations Committee
- ◆ Fireworks program administration.

3.5.3 Key Fire Prevention Specialist Responsibilities¹³

- ◆ Inspection of buildings for compliance with applicable fire and life safety laws, codes, ordinances, and regulations
- ◆ Conduct plan review and inspection of fire sprinkler and built-in fire protection and detection systems
- ◆ Implement and maintain Department permit program
- ◆ Public fire safety education
- ◆ Conduct fire investigations and prepare investigation reports
- ◆ Fire prevention records and reports.

¹² Reference: City of Woodland Fire Marshal position description (May 2018)

¹³ Reference: City of Woodland Fire Prevention Specialist I/II position description (August 1995) and Fire Marshal

3.5.4 Workload Assessment

Citygate's workload assessment of the Fire Prevention Division finds that it is, with the addition of the Fire Marshal position, appropriately and adequately staffed to meet its key *technical* program responsibilities. However, there is no office support professional (clerical) which slows responding to customers and requires technical positions to work below their job descriptions in handling their own support needs.

The Department is appropriately moving from a traditional, narrow fire-codes-based enforcement model to a comprehensive community risk reduction program. Doing so will require a modest change in duties and tasks. As such, the title and job descriptions of the Prevention Specialist limit its ability to perform fully to meet the demands of a small division wherein each role must be able to perform at higher level tasks.

3.5.5 Single Points of Failure

Citygate's assessment of the Fire Prevention Division identified no potential single points of failure.

3.5.6 Workload Capacity Gaps

Citygate's assessment of the Fire Prevention Division yields the following workload capacity gaps.

Finding #25: The Fire Prevention Division has no budgeted clerical support, resulting in Division staff working below their classification/position description to perform these duties.

Finding #26: The Fire Prevention Division has an ongoing clerical workload capacity gap that would require at least .5 FTE of clerical office support to remedy.

Finding #27: Due to best practices community risk reduction needs, the Fire Prevention Specialists need to perform technical duties beyond that of their older job classifications.

Recommendation #7: The City and Department should consider adding at least .5 FTE of clerical office support for the Fire Prevention Division as fiscal resources allow.

Recommendation #8: Study the fire prevention job classifications to add, as needed, higher level capabilities and functions consistent with current and future program technical needs.

Recommendation #9: For other than adopting updated response time measures, staff should return to the Council with a detailed implementation plan for this study's recommendations, across multiple fiscal years, to include costs, new positions, and headquarters staff impacts to accomplish the Council's direction.

SECTION 4—NEXT STEPS

The purpose of a Standards of Coverage and headquarters assessment is to compare the Department's current performance against the local risks to be protected and recognized best practices. This analysis of performance forms the basis from which to make recommendations for changes, if any, in fire station locations, staffing, and equipment. Citygate suggests that Department leadership work through the issues identified in this study as follows:

4.1 NEAR-TERM

- ◆ Review and absorb the content, findings, and recommendations of this report.
- ◆ Share key elements of this report with other project stakeholders.
- ◆ Adopt revised response performance goals as recommended.
- ◆ Fund a second-in-command, 40-hour chief officer position.
- ◆ Return to the City Council an implementation plan for this study's recommendations.
- ◆ Continue collaboration on the relocation of Station 3 to better serve the eastern portion of the City.

4.2 LONGER-TERM

- ◆ Monitor the workload as recommended on the Department's response times.
- ◆ Begin the process to identify and secure a fourth fire station location.
- ◆ Monitor response performance and adjust deployment staffing and policies as appropriate.
- ◆ Incrementally add additional firefighting staff to better serious incident staffing needs, which would also further allow for deployment flexibility building toward opening a fourth fire station.

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APPENDIX A—RISK ASSESSMENT

The third element of the Standards of Coverage (SOC) process is a community risk assessment. Within the context of an SOC study, the objectives of a community risk assessment are to:

SOC ELEMENT 3 OF 8
COMMUNITY RISK
ASSESSMENT

- ◆ Identify the values at risk to be protected within the community or service area
- ◆ Identify the specific hazards with the potential to adversely impact the community or service area
- ◆ Quantify the overall risk associated with each hazard
- ◆ Establish a foundation for current/future deployment decisions and risk-reduction/hazard-mitigation planning and evaluation.

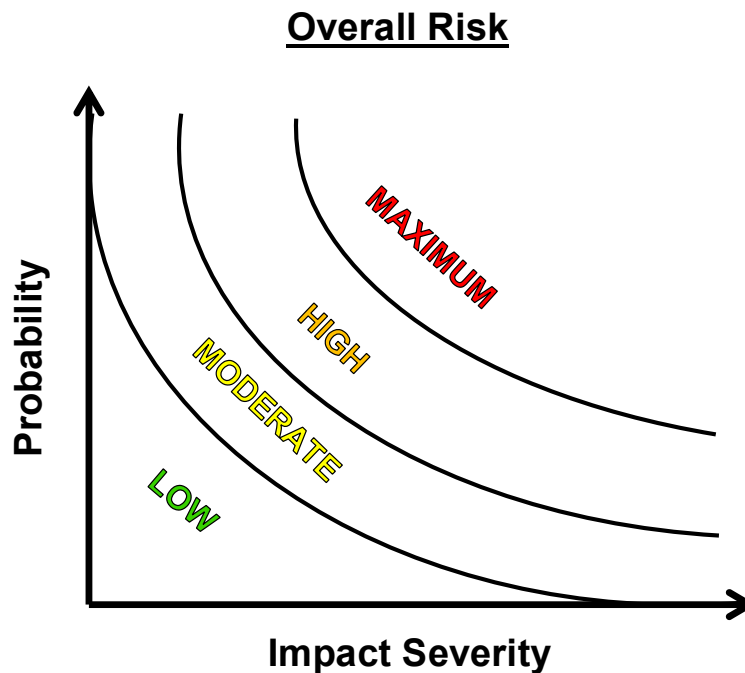
A hazard is broadly defined as a situation or condition that can cause or contribute to harm. Examples include fire, medical emergency, vehicle collision, earthquake, flood, etc. Risk is broadly defined as the *probability of hazard occurrence* in combination with the *likely severity of resultant impacts* to people, property, and the community as a whole.

A.1 RISK ASSESSMENT METHODOLOGY

The methodology employed by Citygate to assess community risks as an integral element of an SOC study incorporates the following elements:

- ◆ Identification of geographic planning sub-zones (risk zones) appropriate to the community or jurisdiction
- ◆ Identification and quantification (to the extent data is available) of the specific values at risk to various hazards within the community or service area
- ◆ Identification of the fire and non-fire hazards to be evaluated
- ◆ Determination of the probability of occurrence for each hazard
- ◆ Identification and evaluation of multiple relevant impact severity factors for each hazard by planning zone using agency/jurisdiction-specific data and information
- ◆ Quantification of overall risk for each hazard based on probability of occurrence in combination with probable impact severity, as shown in Figure 16.

Figure 16—Overall Risk



Citygate used the following data sources for this study to understand the hazards and values to be protected in the City:

- ◆ U. S. Census Bureau population and demographic data
- ◆ City Geographical Information Systems (GIS) data
- ◆ City General Plan and Zoning information
- ◆ 2018 Yolo Operational Area Multi-Jurisdictional Hazard Mitigation Plan
- ◆ Fire Department data and information.

A.2 RISK ASSESSMENT SUMMARY

Citygate’s evaluation of the values at risk and hazards likely to impact the City yields the following:

1. The Department serves a diverse population, with densities ranging from less than 750 people per square mile to more than 5,000 people per square mile, over a widely varied land use pattern.

2. The City's population is projected to grow 35 percent over the next 16 years to 2035.¹⁴
3. The City has a large inventory of residential, commercial, office, industrial, educational, and other non-residential uses typical of other California communities of similar size and demographics.
4. The City has significant economic and other resource values to be protected, as identified in this assessment.
5. Yolo County has a mass emergency notification system to effectively communicate emergency information to the public in a timely manner.
6. The City's overall risk for five hazards related to emergency services provided range from **Low** to **High**, as summarized in Table 24.

Table 24—Overall Risk by Hazard

Hazard		Planning Zone			
		Sta. 1	Sta. 2	Sta. 3	SLD
1	Building Fire	Moderate	Moderate	Moderate	Moderate
2	Vegetation Fire	Moderate	Low	Moderate	Low
3	Medical Emergency	High	High	High	Moderate
4	Hazardous Material	Moderate	Moderate	Moderate	Moderate
5	Technical Rescue	Low	Low	Low	Low

A.3 PLANNING ZONES

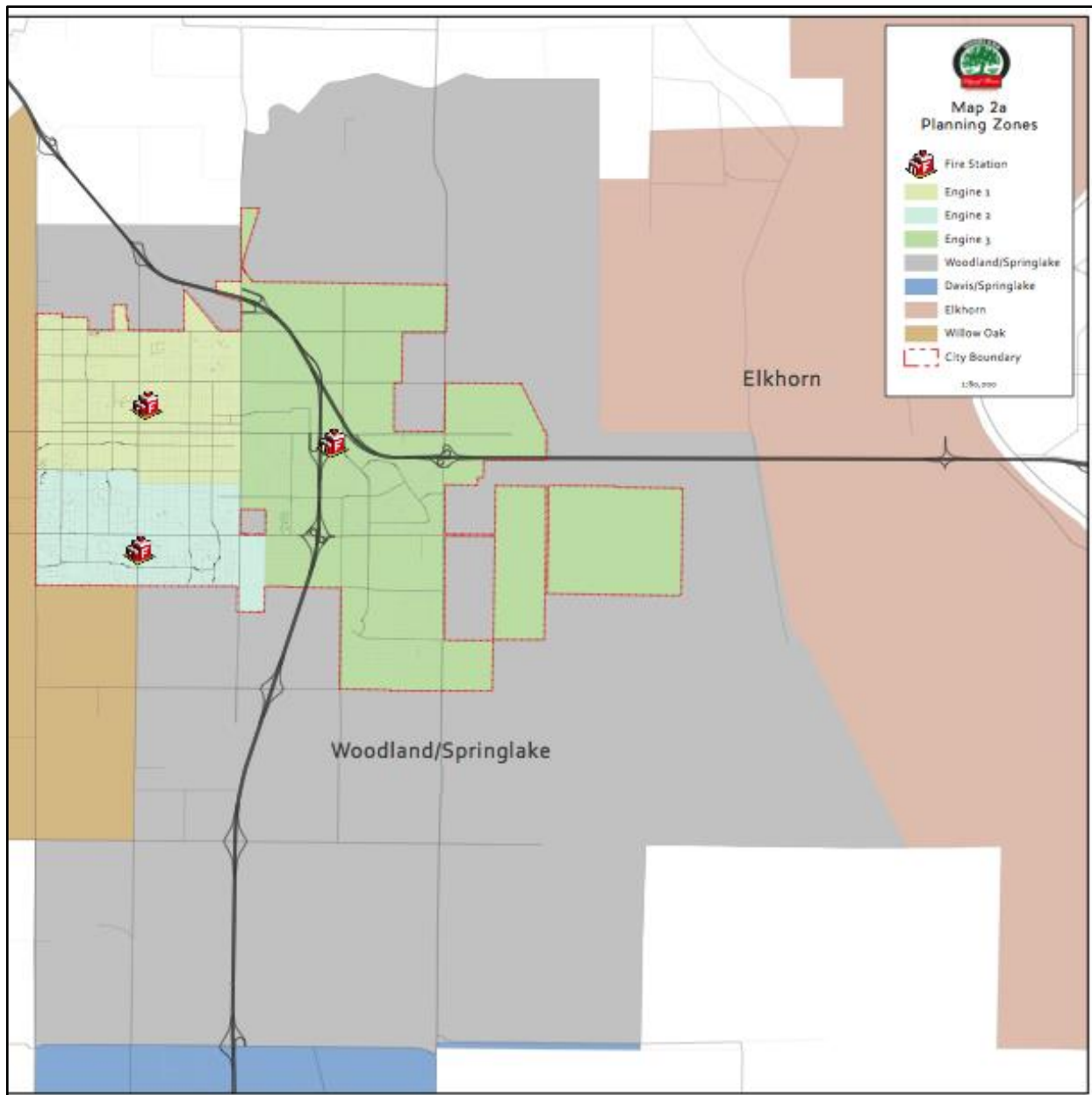
The CFAI recommends that jurisdictions establish geographic planning zones to better understand risk at a sub-jurisdictional level. For example, portions of a jurisdiction may contain predominantly moderate risk building occupancies, such as detached single-family residences, while other areas contain high- or maximum-risk occupancies, such as commercial and industrial buildings with a high hazard fire load. If risk were to be evaluated on a jurisdiction-wide basis, the predominant moderate risk could outweigh the high or maximum risk and may not be a significant factor in an overall assessment of risk. If, however, those high- or maximum-risk occupancies are a larger percentage of the risk in a smaller planning zone, then it becomes a more significant risk factor. Another consideration in establishing planning zones is that the jurisdiction's record management system must also track the specific zone for each incident to be able to appropriately evaluate

¹⁴ Reference: General Plan Update 2035 – City of Woodland General Plan, Table 2-2

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service demand and response performance relative to each specific zone. For this assessment, Citygate collaborated with the Department's SOC team to identify four planning zones, including each of the three fire station first-due response areas, and the contract service area of the Springlake Fire Protection District, as shown in Figure 17.

Figure 17—Risk Planning Zones



A.4 VALUES AT RISK TO BE PROTECTED

Values at risk, broadly defined, are tangibles of significant importance or value to the community or jurisdiction potentially at risk of harm or damage from a hazard occurrence. Values at risk typically include people, critical facilities/infrastructure, buildings, and key economic, cultural, historic, and/or natural resources.

A.4.1 People

Residents, employees, visitors, and travelers in a community or jurisdiction are vulnerable to harm from a hazard occurrence. Particularly vulnerable are specific at-risk populations, including those unable to care for themselves or self-evacuate in the event of an emergency. At-risk populations typically include children less than 10 years of age, the elderly, and people housed in institutional settings. Table 25 summarizes key City demographic data.

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Table 25—Key Demographic Data

Demographic	2,000	2017	Change	2017 Percentage
Population	49,151	58,324	18.66%	
Under 10 years	8,162	7,672	-0.84%	13.15%
10 – 19 years	7,860	8,403	0.93%	14.41%
20 – 64 years	27,963	34,764	11.66%	59.60%
65 - 74 years	2,430	4,271	3.16%	7.32%
75 years and older	2,736	3,214	0.82%	5.51%
Median age	32.4	35.7	10.19%	N/A
Housing Units	17,120	21,031	22.84%	
Owner-Occupied	9,799	11,159	13.88%	53.06%
Renter-Occupied	6,952	8,991	29.33%	42.75%
Average Household Size	2.88	2.83	-1.57%	N/A
Ethnicity				
Caucasian	34,885	43,012	23.30%	73.75%
Hispanic/Latino (Counted as Caucasian)	19,084	28,192	47.73%	48.34%
Asian	2,453	5,208	112.31%	8.93%
Black/African American	859	1,581	84.05%	2.71%
Other	10,954	8,523	-22.19%	14.61%
Education (population over 24 years of age)	29,924	37,940	26.79%	65.05%
High School Graduate	7,441	9,619	29.27%	25.35%
Undergraduate Degree	3,675	5,872	59.78%	15.48%
Graduate/Professional Degree	1,718	3,737	117.52%	9.85%
Employment (population over 15 years of age)	36,149	45,445	25.72%	77.92%
In Labor Force	23,385	28,475	21.77%	62.66%
Unemployed	1,683	1,957	16.28%	6.87%
Population Below Poverty Level	5,849	7,582	29.63%	13.00%
Population without Health Insurance Coverage	N/A	6,324	N/A	10.84%

Source: U.S. Census Bureau (2017)

Of note from Table 25 is the following:

- ◆ Just less than 26 percent of the population is under 10 years or over 65 years of age.
- ◆ The City's population is predominantly Caucasian (74 percent), followed by other ethnicities (15 percent), Asian (9 percent), and Black / African American (3 percent).
- ◆ Of the population over 24 years of age, nearly 51 percent has completed high school or equivalency.

- ◆ Of the population over 24 years of age, slightly more than 25 percent has an undergraduate, graduate, or professional degree.
- ◆ Nearly 63 percent of the population 15 years of age or older is in the workforce; of those, 6.9 percent are unemployed.
- ◆ The population below the federal poverty level is 13 percent.
- ◆ Nearly 11 percent of the population does not have health insurance coverage.

The City population is projected to grow by 30 percent to 75,000 over the next 17 years to 2035,¹⁵ or an average annual growth of approximately 1.75 percent. Housing units are also projected to increase by an equivalent percentage to 27,000 over the same planning horizon. Non-residential building growth is further projected to increase more than 87 percent to more than 37 million square feet.

A.4.2 Buildings

The City includes more than 21,000 housing units and nearly 2,000 non-residential occupancies, including office, professional services, retail sales, restaurants/bars, motels, churches, schools, government facilities, and healthcare facilities.

A.4.3 Building Occupancy Risk Categories

The CFAI identifies the following four risk categories that relate to building occupancy:

Low Risk – includes detached garages, storage sheds, outbuildings, and similar building occupancies that pose a relatively low risk of harm to humans or the community if damaged or destroyed by fire.

Moderate Risk – includes detached single-family or two-family dwellings; mobile homes; commercial and industrial buildings less than 10,000 square feet without a high hazard fire load; aircraft; railroad facilities; and similar building occupancies where loss of life or property damage is limited to the single building.

High Risk – includes apartment/condominium buildings; commercial and industrial buildings more than 10,000 square feet without a high hazard fire load; low-occupant load buildings with high fuel loading or hazardous materials; and similar occupancies with potential for substantial loss of life or unusual property damage or financial impact.

Maximum Risk – includes buildings or facilities with unusually high risk requiring an Effective Response Force (ERF) involving a significant augmentation of resources and personnel and where

¹⁵ Reference: City of Woodland General Plan, Land Use Element, Table 2-2

a fire would pose the potential for a catastrophic event involving large loss of life and/or significant economic impact to the community.

Evaluation of the City’s building inventory reveals 181 high-risk building uses as they relate to the CFAI building fire risk categories as summarized in Table 26 and Map #2d in **Volume 2** (Map Atlas).

Table 26—Building Occupancy Inventory by Risk Category

Building Occupancy Classification ²		Number	Risk Category ¹	
A-1	Assembly	3	High	
H	Hazardous	14	High	Maximum
I	Institutional	13	High	
R-1	Hotel/Motel	12	High	
R-2	Multi-Family Residential	132	High	
R-3	Residential Board and Care Facilities	2	High	
R-4	Assisted Living Facilities	5	High	
Total		181	-	

¹ CFAI *Standards of Cover* (5th Edition).

² Source: Woodland Fire Department

A.4.4 Critical Infrastructure / Key Resources

The U.S. Department of Homeland Security defines Critical Infrastructure / Key Resources (CIKR) as those physical assets essential to the public health and safety, economic vitality, and resilience of a community, such as lifeline utilities infrastructure, telecommunications infrastructure, essential government services facilities, public safety facilities, schools, hospitals, airports, etc. The 2018 Yolo County Multi-Jurisdictional Hazard Mitigation Plan identifies 69 critical facilities within the City¹⁶, and the Fire Department identified 42 additional facilities as summarized in Table 27 and Map #2c in **Volume 2** (Map Atlas). A hazard occurrence with significant impact severity affecting one or more of these facilities would likely adversely impact critical public or community services.

¹⁶ 2018 Yolo County Multi-Jurisdictional Hazard Mitigation Plan, City of Woodland, Section 1.8

Table 27—Critical Facilities – City of Woodland

Critical Facility Category	Number of Facilities
Communications	37
Community Services	2
Education	26
Government	2
Healthcare	1
Public Safety	5
Utilities	38
Total	111

Source: 2018 Yolo County Multi-Jurisdictional Hazard Mitigation Plan and Woodland Fire Department

A.4.5 Economic Resources

Key economic drivers for the City include multiple distribution facilities and large commercial/industrial businesses, including:

- ◆ Building Materials Corporation
- ◆ Costco
- ◆ Cascade Lumber
- ◆ Johnson’s Trading Post
- ◆ OA Logistics
- ◆ Pacific International Rice Mill
- ◆ RiteAid Distribution Center
- ◆ Target Distribution Center
- ◆ Walgreen’s Distribution Center.

A.4.6 Natural Resources

No significant natural resources were identified for this study.

A.5 HAZARD IDENTIFICATION

Citygate utilizes prior risk studies where available, fire and non-fire hazards as identified by the CFAI, and agency/jurisdiction-specific data and information to identify the hazards to be evaluated for this study.

The 2018 Yolo County Multi-Jurisdictional Hazard Mitigation Plan identifies the following hazards and related hazard profiles for the City of Woodland.

Table 28—Hazard Profiles – City of Woodland

Hazard	Probability of Occurrence	Potential Extent and Magnitude
Dam Failure	Unlikely	Critical
Drought	Likely	Critical
Earthquake	Occasional	Critical
Flooding	Highly Likely	Critical
Land Subsidence	Occasional	Limited
Levee Failure	Occasional	Critical
Severe Weather	Highly Likely	Critical
Volcano	Highly Unlikely	Catastrophic
Wildfire	Highly Likely	Critical

Source: Yolo County Multi-Jurisdictional Hazard Mitigation Plan, City of Woodland,
Table 3

Although the Fire Department has no legal authority or responsibility to mitigate dam failure, drought, earthquake, flooding, land subsidence, levee failure, severe weather, or volcano risk other than for Department facilities, it does provide services related to these hazards, including fire suppression, emergency medical services, technical rescue, and hazardous materials response.

The CFAI groups hazards into fire and non-fire categories, as shown in Figure 18. Identification, qualification, and quantification of the various fire and non-fire hazards are important factors in evaluating how resources are or can be deployed to mitigate those risks.

Figure 18—Commission on Fire Accreditation International Hazard Categories

Fire	EMS	Hazardous Materials	Technical Rescue	Disasters
One and Two Family Residential Structures	Medical Emergencies	Transportation	Confined Space	Natural
Multi-Family Structures			Swift-Water Rescue	
Commercial Structures	Motor Vehicle Accidents		High and Low Angle	
Mobile Property		Fixed Facilities	Structural Collapse and Trench Rescue	Man Made
Wildland	Other			

Source: CFAI *Standards of Cover* (5th Edition).

Subsequent to review and evaluation of the hazards identified in the 2018 Yolo County Multi-Jurisdictional Hazard Mitigation Plan and the fire and non-fire hazards as identified by the CFAI as they relate to services provided by the Department, Citygate evaluated the following five hazards for this risk assessment:

- ◆ Building Fire
- ◆ Vegetation Fire
- ◆ Medical Emergency
- ◆ Hazardous Material Release/Spill
- ◆ Technical Rescue.

A.6 SERVICE CAPACITY

Service capacity refers to the Department's available response force; the size, types, and condition of its response fleet and any specialized equipment; core and specialized performance capabilities

and competencies; resource distribution and concentration; availability of automatic and/or mutual aid; and any other agency-specific factors influencing its ability to meet current and prospective future service demand relative to the risks to be protected.

The Department's service capacity for building fire, vegetation fire, and medical emergency risk consists of an Effective Response Force of 12 personnel staffing three Type-1 fire engines and one aerial ladder truck, and one Battalion Chief, all operating from the Department's three fire stations totaling 13 personnel.

Response personnel are trained to the Emergency Medical Technician (EMT) level capable of providing Basic Life Support (BLS) pre-hospital emergency medical services as authorized by the Yolo Emergency Medical Services Agency. Advanced Life Support (Paramedic) ground ambulance services are provided by American Medical Response (AMR) under an exclusive operating area agreement administered by the Yolo Emergency Medical Services Agency. Air ambulance services, when needed, are provided by CalStar (Vacaville), or the California Highway Patrol (CHP) as available. Area hospitals with emergency services include Woodland Memorial, UC Davis Medical Center (Sacramento), Mercy General Hospital (Sacramento), and Sutter Medical Center (Sacramento). The nearest trauma and burn centers are in Sacramento or Vacaville.

Response personnel are also trained to the U.S. Department of Transportation Hazardous Material First Responder Operational (FRO) level to provide initial hazardous material incident assessment, hazard isolation, and support for a hazardous material response team. The Department also cross-staffs a Hazardous Materials Decontamination Support Unit from Station 3 as needed to support the Yolo County Regional Hazardous Materials Response Team staffed by the Cities of Davis and West Sacramento, U.C. Davis, and the Yocha-Dehe Casino Fire Departments.

The Department further cross-staffs a Type-2 technical rescue unit from Station 3 that includes tools and equipment to conduct low-angle rope, confined space, trench, and excavation rescue operations. All new and most current response personnel have the following technical rescue training:

- ◆ Low Angle Rope Rescue Operations (LARRO)
- ◆ Rescue Systems 1
- ◆ Rescue Systems 2 (approximately 50 percent of operational staff).

A.7 PROBABILITY OF OCCURRENCE

Probability of occurrence refers to the probability of a future hazard occurrence during a specific period. Because the CFAI agency accreditation process requires annual review of an agency's risk assessment and baseline performance measures, Citygate recommends using the 12 months following completion of an SOC study as an appropriate period for the probability of occurrence

evaluation. Table 29 describes the five probability of occurrence categories and related scoring criteria used for this analysis.

Table 29—Probability of Occurrence Scoring Criteria

Score	Probable Occurrence	Description	General Criteria
0–1.0	Very Low	Improbable	Hazard occurrence is <u>unlikely</u>
1.25–2.0	Low	Rare	Hazard <u>could occur</u>
2.25–3.0	Moderate	Infrequent	Hazard <u>should occur</u> infrequently
3.25–4.0	High	Likely	Hazard <u>likely to occur</u> regularly
4.25–5.0	Very High	Frequent	Hazard is <u>expected to occur</u> frequently

Citygate’s SOC assessments use recent multiple-year hazard response data to determine the probability of hazard occurrence for the ensuing 12-month period.

A.8 IMPACT SEVERITY

Impact severity refers to the extent a hazard occurrence impacts people, buildings, lifeline services, the environment, and the community as a whole. Table 30 describes the five impact severity categories and related scoring criteria used for this analysis.

Table 30—Impact Severity Scoring Criteria

Score	Impact Severity	General Criteria
0–1.0	Insignificant	No serious injuries or fatalities Few persons displaced for only a short duration None or inconsequential damage None or very minimal disruption to community No measurable environmental impacts Little or no financial loss
1.25–2.0	Minor	Some minor injuries; no fatalities expected Some persons displaced for less than 24 hours Some minor damage Minor community disruption; no loss of lifeline services Minimal environmental impacts with no lasting effects Minor financial loss
2.25–3.0	Moderate	Some hospitalizations; some fatalities expected Localized displacement of persons for up to 24 hours Localized damage Normal community functioning with some inconvenience Minor loss of lifeline services Some environmental impacts with no lasting effects, or small environmental impact with long-term effect Moderate financial loss
3.25–4.0	Major	Extensive serious injuries; significant number of persons hospitalized Many fatalities expected Significant displacement of many people for more than 24 hours Significant damage requiring external resources Community services disrupted; some lifeline services potentially unavailable Some environmental impacts with long-term effects Major financial loss
4.25–5.0	Catastrophic	Large number of severe injuries and fatalities Local/regional hospitals impacted Large number of persons displaced for an extended duration Extensive damage Widespread loss of critical lifeline services Community unable to function without significant support Significant environmental impacts and/or permanent environmental damage Catastrophic financial loss

A.9 OVERALL RISK

Overall hazard risk is determined by multiplying the *probability of occurrence score* by the *impact severity score*. The resultant total determines the overall *risk ranking* as described in Table 31.

Table 31—Overall Risk Score and Rating

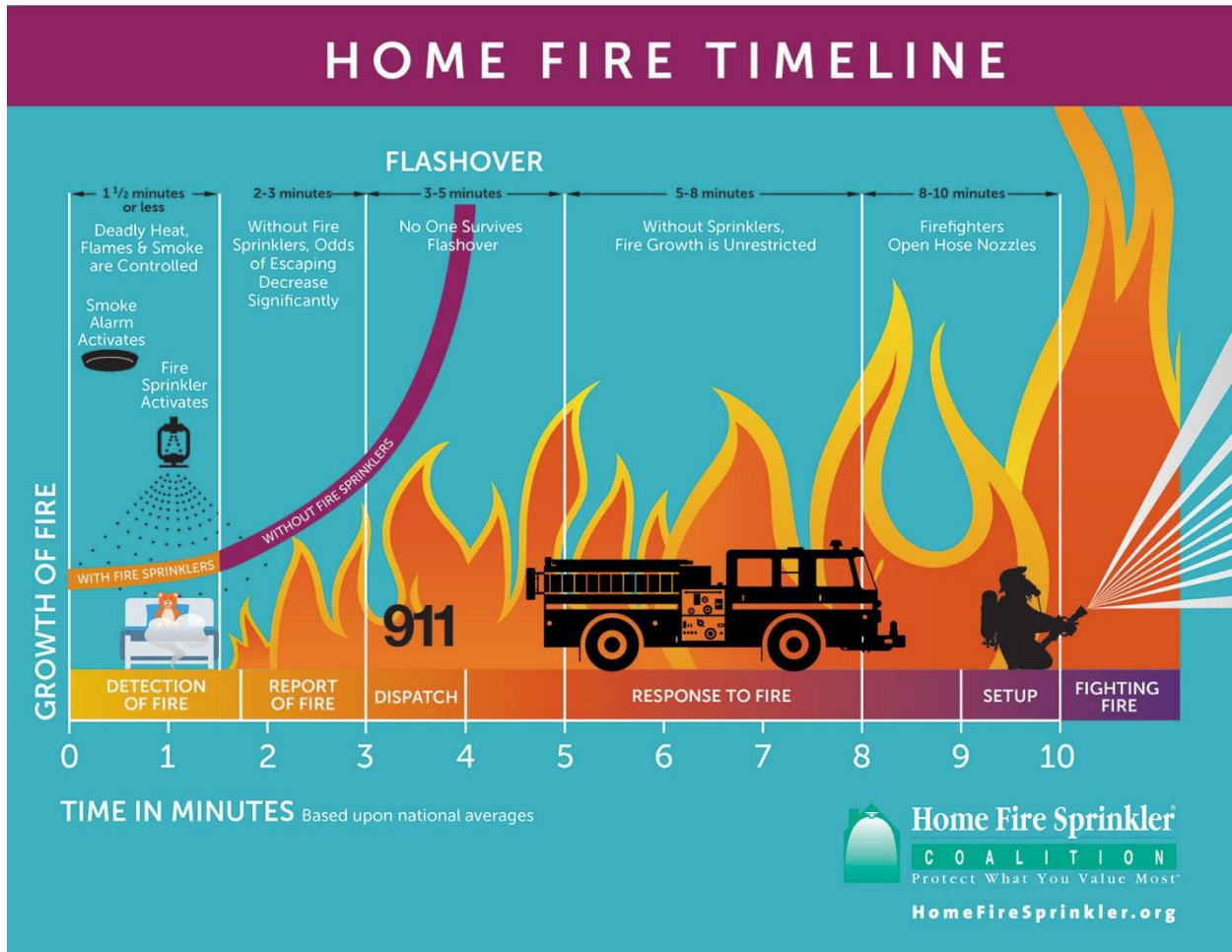
Overall Risk Score	Overall Risk Rating
0–5.99	LOW
6.0–11.99	MODERATE
12.0–19.99	HIGH
20.0–25.0	MAXIMUM

A.10 BUILDING FIRE RISK

One of the primary hazards in any community is building fire. Building fire risk factors include building size, age, construction type, density, occupancy, number of stories above ground level, required fire flow, proximity to other buildings, built-in fire protection/alarm systems, available fire suppression water supply, building fire service capacity, fire suppression resource deployment (distribution/concentration), staffing, and response time. Citygate used available data from the Department, the U.S. Census Bureau, and the ISO to assist in determining the City’s building fire risk.

Figure 19 illustrates the building fire progression timeline and shows that flashover, which is the point at which the entire room erupts into fire after all the combustible objects in that room reach their ignition temperature, can occur as early as 3:00 to 5:00 minutes from the initial ignition. Human survival in a room after flashover is extremely improbable.

Figure 19—Building Fire Progression Timeline



Source: <http://www.firesprinklerassoc.org>.

A.10.1 Population Density

Population density within the City ranges from less than 750 to more than 5,000 people per square mile. Although risk analysis across a wide spectrum of other Citygate clients shows no direct correlation between population density and building fire *occurrence*, it is reasonable to conclude that building fire *risk* relative to potential impact on human life is greater as population density increases, particularly in areas with high density, multiple-story buildings.

A.10.2 Water Supply

A reliable public water system providing adequate volume, pressure, and flow duration in close proximity to all buildings is a critical factor in mitigating the potential impact severity of a community's building fire risk. Potable water is provided by the Woodland-Davis Clean Water Agency. According to Fire Department staff, there are no areas within the City with sub-standard flow or pressure, or inadequate hydrant spacing.

A.10.3 Building Fire Service Demand

For the four-year period from January 1, 2015, through December 31, 2018, the City experienced 288 building fire incidents comprising 1.00 percent of total service demand over the same period, as summarized in Table 32.

Table 32—Building Fire Service Demand

Risk	Year	Planning Zone				Total	Percent Total Service Demand
		Sta. 1	Sta. 2	Sta. 3	SLD		
Building Fire	2015	22	15	21	2	60	1.05%
	2016	26	13	23	1	63	1.02%
	2017	30	13	19	1	63	0.93%
	2018	32	14	23	3	72	1.02%
Total		110	55	86	7	258	1.00%
Percent of Total Service Demand		0.92%	1.08%	1.07%	1.03%	1.00%	-

As Table 32 illustrates, building fire service demand has remained relatively constant over the four-year study period, with the highest volume of incidents occurring at Station 1, and the lowest in the Springlake Fire District contract service area. Overall, the Department’s building fire service demand is very low, comprising one percent of all calls for service, which is typical of other California jurisdictions of similar size and demographics.

A.10.4 Probability of Building Fire Occurrence

Table 33 summarizes Citygate’s scoring of building fire probability by planning zone based on building fire service demand from Table 32.

Table 33—Building Fire Probability Scoring

Building Fire	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Probability Score	3.25	2.75	3.0	2.25

A.10.5 Building Fire Impact Severity

Table 34 summarizes Citygate’s scoring of the City’s probable building fire impact severity by planning zone.

Table 34—Building Fire Impact Severity Scoring

Building Fire	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Impact Severity Score	3.0	3.0	3.0	3.0

A.10.6 Overall Building Fire Risk

Table 35 summarizes the City’s overall building fire risk scores and ratings by planning zone.

Table 35—Overall Building Fire Risk

Building Fire	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Total Risk Score	9.75	8.25	9.0	6.75
Risk Rating	<i>Moderate</i>	<i>Moderate</i>	<i>Moderate</i>	<i>Moderate</i>

A.11 VEGETATION FIRE RISK

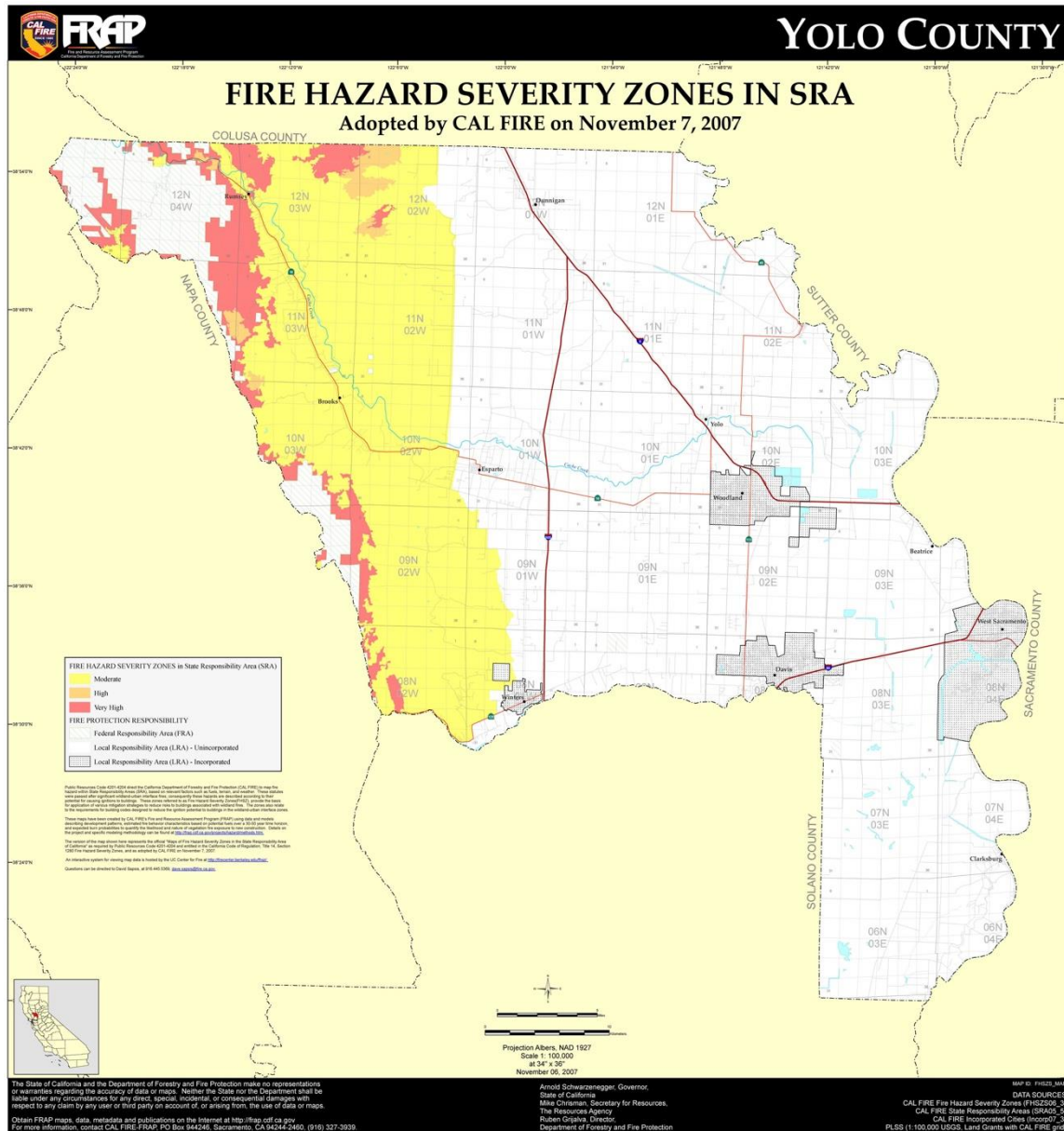
Some areas of the City are vulnerable to a vegetation fire, particularly vacant parcels and open spaces.

A.11.1 Wildland Fire Hazard Severity Zones

The California Department of Forestry and Fire Protection (CAL FIRE) designates wildland Fire Hazard Severity Zones (FHSZ) throughout the State based on analysis of multiple wildland fire hazard factors and modeling of potential wildland fire behavior. For State Responsibility Areas (SRAs) where CAL FIRE has fiscal responsibility for wildland fire protection, CAL FIRE designates *Moderate*, *High*, and *Very High* FHSZs by county. There are no SRA wildland FHSZs east of Highway 505 in Yolo County as shown in Figure 20.

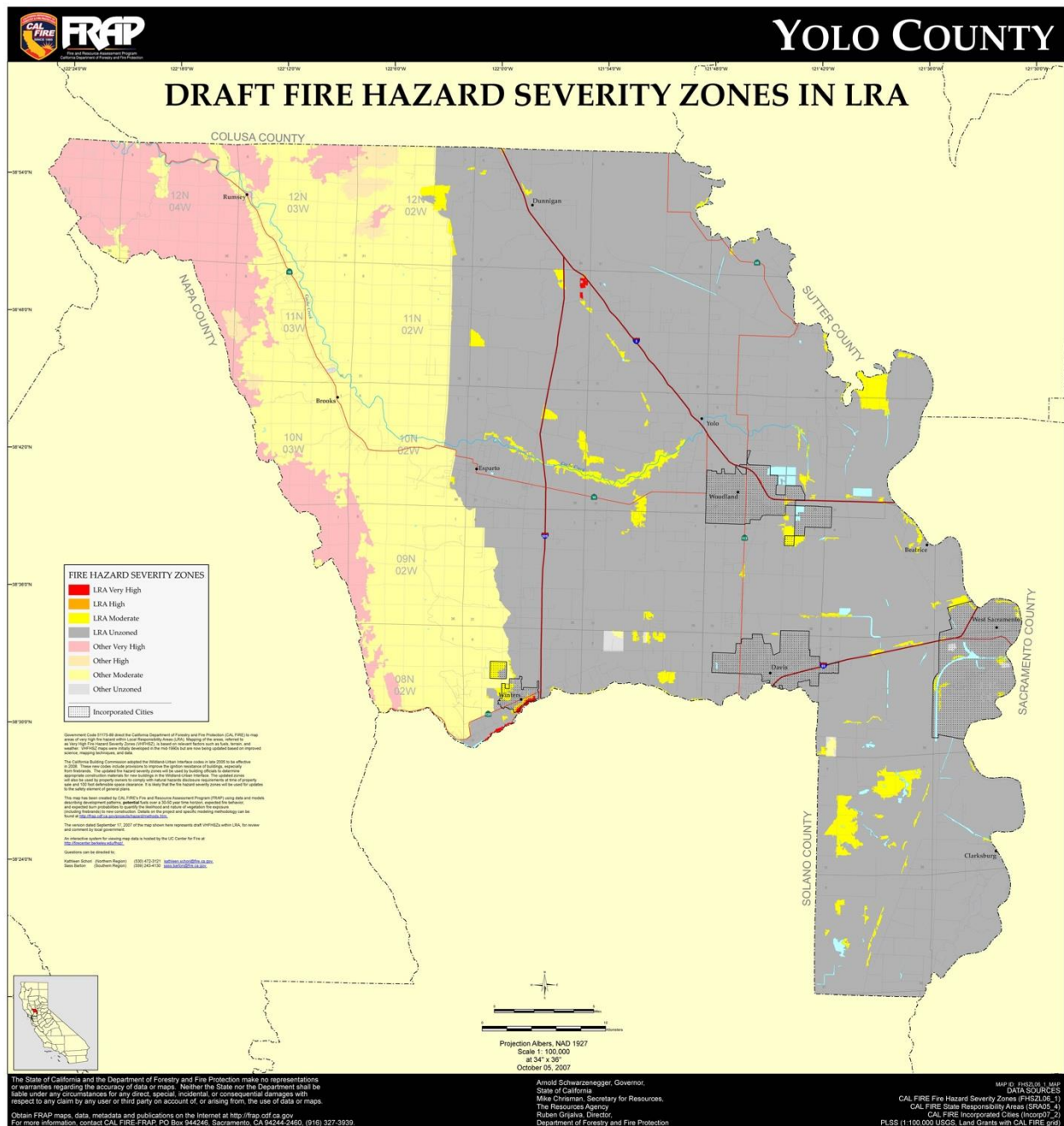
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Figure 20—SRA Wildland Fire Hazard Severity Zones



CAL FIRE also identifies recommended FHSZs for Local Responsibility Areas (LRAs), where a local jurisdiction bears the fiscal responsibility for wildland fire protection, including incorporated cities. As shown in Figure 21, CAL FIRE has recommended multiple small areas east and south of Woodland as LRA **Moderate** FHSZs.

Figure 21—LRA Wildland Fire Hazard Severity Zones



A.11.2 Vegetative Fuels

Vegetative fuels include annual grasses, weeds, brush, shrubs, and trees, both naturally occurring and as used for ornamental horticulture. Vegetative fuel factors influencing fire intensity and spread include fuel type (vegetation species), height, arrangement, density, and moisture. Once

ignited, vegetation fires can burn intensely and contribute to rapid fire spread under the right fuel, weather, and topographic conditions.

A.11.3 Weather

Weather elements including temperature, relative humidity, wind, and lightning also affect vegetation fire potential and behavior. High temperatures and low relative humidity dry out vegetative fuels, creating a situation where fuels will more readily ignite and burn more intensely. Wind is the most significant weather factor influencing vegetation fire behavior; higher wind speeds increase fire spread and intensity. Wildland fire season, when vegetation fires are most likely to occur due to fuel and weather conditions, occurs from approximately May through October in Yolo County.

A.11.4 Topography

Vegetation fires tend to burn more intensely and spread faster when burning uphill and up-canyon, except for a wind-driven downhill or down-canyon fire. The City's flat topography minimally influences vegetation fire behavior and spread.

A.11.5 Water Supply

Another significant vegetation fire impact severity factor is water supply immediately available for fire suppression. According to Department staff, available fire flow is sufficient within the areas of the City likely to experience a vegetation fire.

A.11.6 Vegetation Fire Hazard Mitigation

Hazard mitigation refers to specific actions or measures taken to prevent a hazard from occurring and/or to minimize the severity of impacts resulting from a hazard occurrence. While none of the hazards subject to this study can be entirely prevented, measures *can* be taken to minimize the consequences or impacts when those hazards do occur.

The Fire Prevention Division conducts annual weed abatement inspections to ensure that dry vegetation, weeds, rubbish, and/or other fire hazards have been removed in compliance with the City's Weed Abatement Ordinance.

A.11.7 Vegetation Fire Service Demand

The City experienced 264 vegetation fires over the four-year study period, comprising 1.03 percent of total service demand over the same period, as summarized in Table 36.

Table 36—Vegetation Fire Service Demand

Risk	Year	Planning Zone				Total	Percent Total Service Demand
		Sta. 1	Sta. 2	Sta. 3	SLD		
Vegetation Fire	2015	13	3	26	9	51	0.89%
	2016	12	4	42	8	66	1.07%
	2017	24	6	42	7	79	1.17%
	2018	16	11	30	11	68	0.96%
Total		65	24	140	35	264	1.03%
Percent of Total Service Demand		0.55%	0.47%	1.74%	5.16%	1.03%	-

As Table 36 illustrates, vegetation fire service demand has been constant over the past four years, with the highest occurrence at Station 3, and the lowest occurrence at Station 2. Overall, vegetation fire service demand is low.

A.11.8 Probability of Vegetation Fire Occurrence

Table 37 summarizes Citygate’s scoring of vegetation fire probability by planning zone based on vegetation fire service demand from Table 36.

Table 37—Vegetation Fire Probability Scoring

Vegetation Fire	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Probability Score	3.0	2.25	3.25	2.5

A.11.9 Vegetation Fire Impact Severity

Table 38 summarizes Citygate’s scoring of probable vegetation fire impact severity by planning zone.

Table 38—Vegetation Fire Impact Severity Scoring

Vegetation Fire	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Impact Severity Score	2.0	2.0	2.0	2.0

A.11.10 Overall Vegetation Fire Risk

Table 39 summarizes the Department's overall vegetation fire risk scores and ratings by planning zone.

Table 39—Overall Vegetation Fire Risk

Vegetation Fire	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Total Risk Score	6.0	4.5	6.5	5.0
Risk Rating	Moderate	Low	Moderate	Low

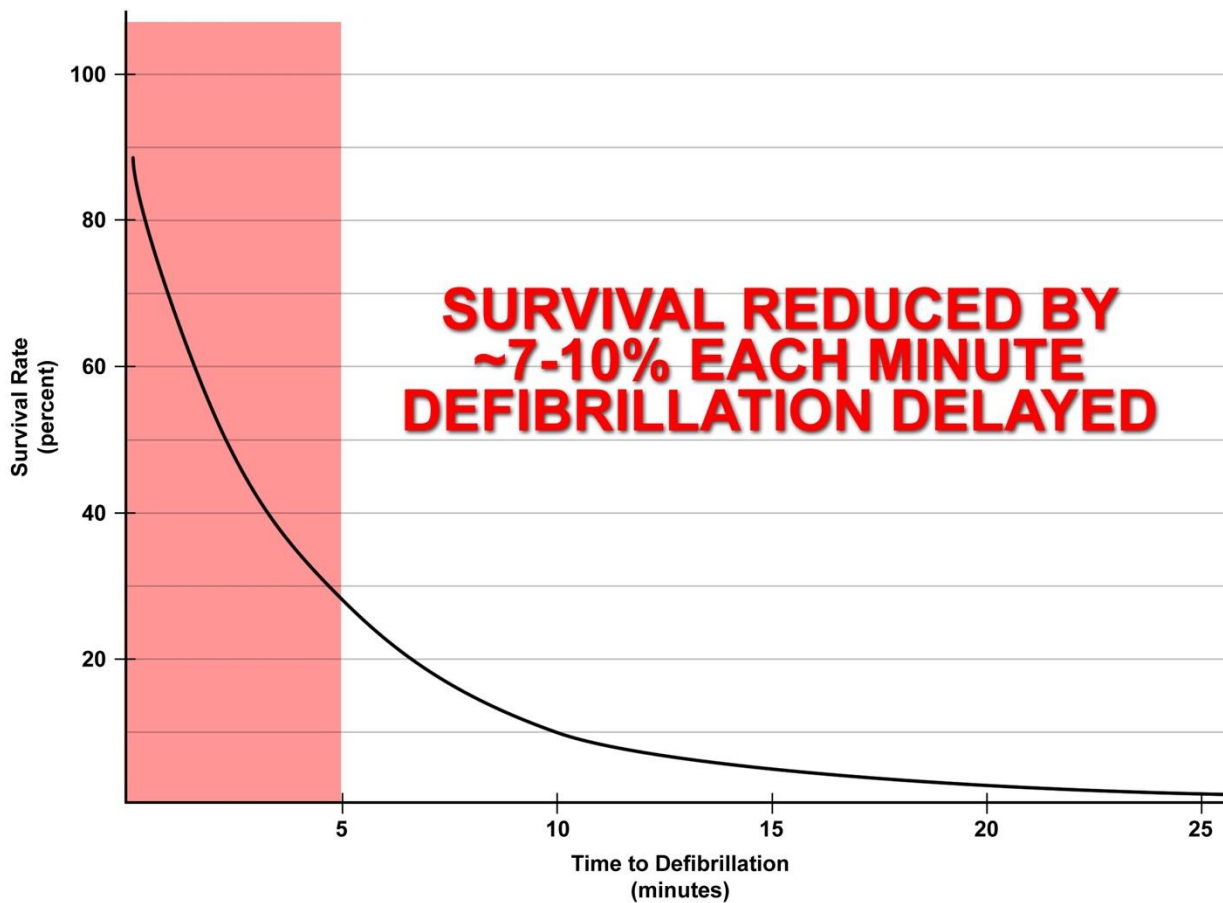
A.12 MEDICAL EMERGENCY RISK

Medical emergency risk in most communities is predominantly a function of population density, demographics, violence, health insurance coverage, and vehicle traffic.

Medical emergency risk can also be categorized as either a medical emergency resulting from a traumatic injury or a health-related condition or event. Cardiac arrest is one serious medical emergency among many where there is an interruption or blockage of oxygen to the brain.

Figure 22 illustrates the reduced survivability of a cardiac arrest victim as time to defibrillation increases. While early defibrillation is one factor in cardiac arrest survivability, other factors can influence survivability as well, such as early CPR and pre-hospital advanced life support interventions.

Figure 22—Survival Rate versus Time to Defibrillation

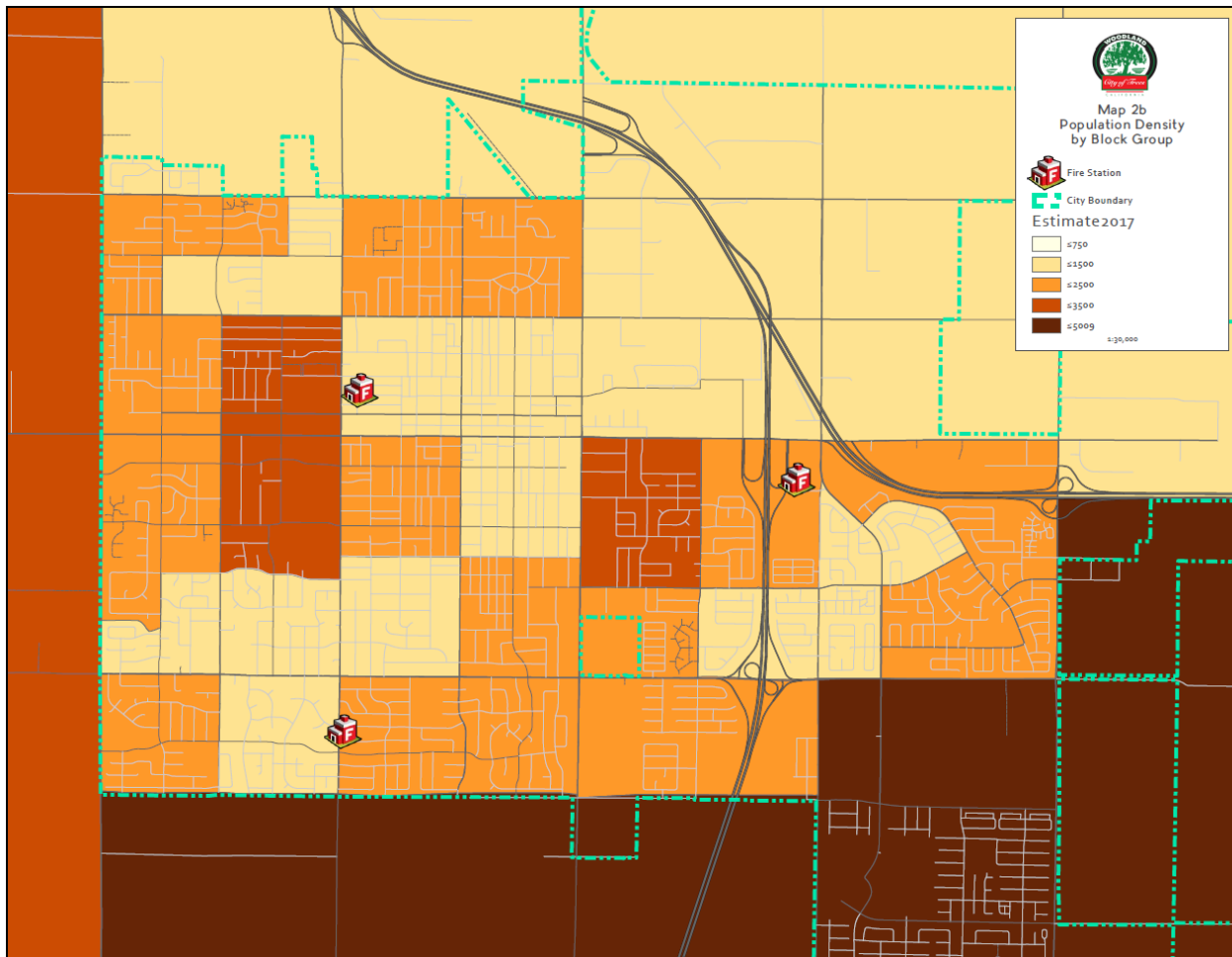


Source: www.suddencardiacarrest.org.

A.12.1 Population Density

The City's population density ranges from less than 750 people per square mile to more than 5,000 per square mile, as shown in Figure 23. Risk analysis across a wide spectrum of other Citygate clients shows a direct correlation between population density and the *occurrence* of medical emergencies, particularly in high urban population density zones.

Figure 23—Population Density



A.12.2 Demographics

Medical emergency risk tends to be higher among older, poorer, less-educated, and uninsured populations. According to the U. S. Census Bureau, 12.8 percent of the City's population is 65 and older; 13 percent of the population is at or below poverty level; nearly half of the population over 24 years of age has less than a high school diploma or equivalent; and nearly 11 percent of the population does not have health insurance coverage.¹⁷

A.12.3 Violence

As would be expected, medical emergency risk is also higher in communities or segments of communities with higher rates of violence. For 2014, the most recent year of available data, there

¹⁷ Source: U. S. Census Bureau (201).

were 298 violent crimes committed in the City.¹⁸ Given an estimated 2014 population of 57,671,¹⁹ this represents a violent crime rate of 0.52 percent, suggesting that violent crime minimally influences the City's medical emergency risk.

Table 40—Violent Crime Incidents

Year	Number of Violent Crimes
2010	161
2011	178
2012	177
2013	272
2014	298
Total	1,086

Source: FBI Uniform Crime Reporting Data

A.12.4 Vehicle Traffic

Medical emergency risk tends to be higher in those areas of a community with high daily vehicle traffic volume, particularly those areas with high traffic volume traveling at high speeds. The City's transportation network includes Highways 113 and Interstate 5, which carry a combined annual average daily traffic volume of more than 63,000 vehicles, with a peak-hour load of more than 5,600 vehicles.²⁰

A.12.5 Medical Emergency Service Demand

Medical emergency service demand over the previous four years includes 17,164 calls for service comprising 66.7 percent of total service demand over the same period, as summarized in Table 41.

¹⁸ Source: FBI Uniform Crime Reporting Data.

¹⁹ Source: California Department of Finance, Table E-5 City/County Population and Housing Estimates (1/1/2014).

²⁰ Source: California Department of Transportation (2017).

Table 41—Medical Emergency Service Demand

Risk	Year	Planning Zone				Total	Percent Total Service Demand
		Sta. 1	Sta. 2	Sta. 3	SLD		
Medical Emergency	2015	1,906	817	1,080	63	3,866	67.82%
	2016	1,954	892	1,237	75	4,158	67.33%
	2017	2,140	942	1,327	93	4,502	66.45%
	2018	2,266	906	1,370	96	4,638	65.56%
Total		8,266	3,557	5,014	327	17,164	66.72%
Percent of Total Service Demand		69.48%	69.61%	62.36%	48.23%	66.72%	-

As Table 41 shows, medical emergency service demand varies significantly by planning zone and is trending upward an average of approximately 6.25 percent annually over the past four years. Overall, the City’s medical emergency service demand is typical of other jurisdictions with similar demographics.

A.12.6 Probability of Medical Emergency Occurrence

Table 42 summarizes Citygate’s scoring of medical emergency probability by planning zone based on medical emergency service demand from Table 41.

Table 42—Medical Emergency Probability Scoring

Medical Emergency	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Probability Score	5.0	5.0	5.0	3.5

A.12.7 Medical Emergency Impact Severity

Table 43 summarizes Citygate’s scoring of probable medical emergency impact severity by planning zone.

Table 43—Medical Emergency Impact Severity Scoring

Medical Emergency	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Impact Severity Score	2.5	2.5	2.5	2.5

A.12.8 Overall Medical Emergency Risk

Table 44 summarizes the Department's overall medical emergency risk scores and ratings by planning zone.

Table 44—Overall Medical Emergency Risk

Medical Emergency	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Total Risk Score	12.5	12.5	12.5	8.75
Risk Rating	High	High	High	Moderate

A.13 HAZARDOUS MATERIAL RISK

Hazardous material risk factors include fixed facilities that store, use, or produce hazardous chemicals or waste; underground pipelines conveying hazardous materials; aviation, railroad, maritime, and vehicle transportation of hazardous materials into or through a jurisdiction; vulnerable populations; emergency evacuation planning and related training; and specialized hazardous material service capacity.

A.13.1 Fixed Hazardous Materials Facilities

The Department identified 14 facilities within the City classified as hazardous occupancies pursuant to the California Building Code as summarized in Table 26. Other fixed hazardous materials facilities within the City include multiple 6- to 8-inch diameter natural gas pipelines.

A.13.2 Transportation-Related Hazardous Materials

The City has transportation-related hazardous material risk as a result of its road transportation network, including Interstate 5 and Highway 113, with daily truck traffic volume as summarized in Table 45.

Table 45—Average Annual Daily Truck Traffic

Highway	Crossing	AADT ¹	Truck AADT by Axles				Percent Truck AADT by Axles			
			2	3	4	5+	2	3	4	5+
I-5	Route 113	8,158	665	409	174	6,910	8.15%	5.01%	2.13%	84.70%
113	Gibson Road	2,413	700	265	46	1,402	29.01%	10.98%	1.91%	58.10%
Total		10,571	1,365	674	220	8,312	12.91%	6.38%	2.08%	78.63%

¹ AADT=Average Annual Daily Trips.

Source: California Department of Transportation (2016).

The City also has transportation-related hazardous material risk from approximately 20 daily train movements through the City,²¹ many of which transport hazardous materials.

A.13.3 Population Density

Because hazardous material emergencies have the potential to adversely impact human health, it is logical that the higher the population density, the greater the potential population exposed to a hazardous material release or spill. The City's population density ranges from less than 750 people per square mile to more than 5,000 per square mile.

A.13.4 Vulnerable Populations

Persons vulnerable to a hazardous material release/spill include those individuals or groups unable to self-evacuate, generally including children under the age of 10, the elderly, and persons confined to an institution or other setting where they are unable to leave voluntarily. Nearly 26 percent of the City's population is under age 10 or is 65 years of age and older.

A.13.5 Emergency Evacuation Planning, Training, Implementation, and Effectiveness

Another significant hazardous material impact severity factor is a jurisdiction's shelter-in-place / emergency evacuation planning and training. In the event of a hazardous material release or spill, time can be a critical factor in notifying potentially affected persons, particularly at-risk populations, to either shelter-in-place or evacuate to a safe location. Essential to this process is an effective emergency plan that incorporates one or more mass emergency notification capabilities, as well as pre-established evacuation procedures. It is also essential to conduct regular, periodic exercises involving these two emergency plan elements to evaluate readiness and to identify and remediate any planning and/or training gaps to ensure ongoing emergency incident readiness and effectiveness.

Although the City does not have a formal written emergency evacuation plan, it is a member of YoloAlert (www.yolo-alert.org), a regional mass notification system shared by Yolo, Sacramento, and Placer counties, that can provide emergency alerts, notifications, and other emergency information to email accounts, cell phones, smartphones, tablets, and traditional landline telephones. All Public Safety Answering Points within the three counties, also known as PSAPs or 9-1-1 dispatch centers, and the Offices of Emergency Services have access to launch a notification to any portion of the system at any time. In addition, the YoloAlert vendor (Everbridge) can launch a notification provided that the requesting agency has an active system account. This allows another jurisdiction or the vendor to distribute notifications in the event access to the web portal is unavailable due to lack of internet connectivity in the affected

²¹ Source: Federal Railroad Administration (2016).

jurisdiction. Within Yolo County, any law enforcement officer with the rank of Lieutenant or higher, fire official with the rank of Battalion Chief or higher, jurisdictional Emergency Services Directors, and jurisdictional Public Information Officers can initiate a request for an emergency alert notification. This system is tested at least annually. The most recent testing, in February 2019, showed excellent response from City staff assigned to EOC and was sent out to all residents who opted into the system. It was recognized that 50 percent of Woodland’s population has landline phone numbers in the system while approximately six percent have opted into the YoloAlert system for notification on their mobile devices or via email. A campaign regarding YoloAlert awareness is presently under development in the region.

A.13.6 Hazardous Material Service Demand

The City experienced 254 hazardous material incidents over the four-year study period, comprising 0.99 percent of total service demand over the same period, as summarized in Table 46.

Table 46—Hazardous Material Service Demand

Risk	Year	Planning Zone				Total	Percent Total Service Demand
		Sta. 1	Sta. 2	Sta. 3	SLD		
Hazardous Materials	2015	23	12	22	3	60	1.05%
	2016	26	11	30	0	67	1.08%
	2017	26	9	26	2	63	0.93%
	2018	32	6	24	2	64	0.90%
Total		107	38	102	7	254	0.99%
Percent of Total Service Demand		0.90%	0.74%	1.27%	1.03%	0.99%	-

As Table 46 indicates, annual hazardous material service demand varies by planning zone and has been relatively constant over the past four years, with Stations 1 and 3 having the highest demand, and Springlake District the lowest. Overall, the City’s hazardous material service demand is very low.

A.13.7 Probability of Hazardous Material Occurrence

Table 47 summarizes Citygate’s scoring of hazardous materials probability by planning zone based on hazardous material service demand from Table 46.

Table 47—Hazardous Material Probability Scoring

Hazardous Materials	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Probability Score	3.25	2.5	3.25	2.25

A.13.8 Hazardous Material Impact Severity

Table 48 summarizes Citygate’s scoring of probable hazardous material impact severity by planning zone.

Table 48—Hazardous Material Impact Severity Scoring

Hazardous Materials	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Impact Severity Score	3.0	3.0	3.0	3.0

A.13.9 Overall Hazardous Material Risk

Table 49 summarizes the City’s overall hazardous material risk scores and ratings by planning zone.

Table 49—Overall Hazardous Material Risk

Hazardous Materials	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Total Risk Score	9.75	7.50	9.75	6.75
Risk Rating	<i>Moderate</i>	<i>Moderate</i>	<i>Moderate</i>	<i>Moderate</i>

A.14 TECHNICAL RESCUE RISK

Technical rescue risk factors include active construction projects; structural collapse potential; confined spaces, such as tanks and underground vaults; bodies of water, including rivers and streams; industrial machinery use; transportation volume; and earthquake, flood, and landslide potential.

A.14.1 Construction Activity

There is ongoing residential, commercial, industrial, and/or infrastructure construction activity occurring within the City.

A.14.2 Confined Spaces

There are multiple confined spaces within the City, including tanks, vaults, open trenches, etc.

A.14.3 Bodies of Water

Bodies of water within the City include Farmer's Central and South Fork ditches, and multiple small/medium-size ponds.

A.14.4 Transportation Volume

Another factor is transportation-related incidents requiring technical rescue. This risk factor is primarily a function of vehicle, railway, maritime, and aviation traffic. Vehicle traffic volume is the greatest of these factors within the City, with Interstate 5 and Highway 113 carrying more than 63,000 vehicles daily.

A.14.5 Earthquake Risk²²

Major seismic faults within the region have the potential to impact the City, including the Hunting Creek Fault system which includes the Wilson Fault and the Dunnigan Hills Fault. The only earthquake to significantly impact Yolo County was the April 1982 Vacaville-Winters earthquake that measured 6.9 on the Richter Scale and caused severe damage to Winters, and lesser damage to Davis, Woodland, and other areas of the County. According to the 2018 Yolo County Multi-Jurisdictional Hazard Mitigation Plan, the probability of a damaging seismic event in Yolo County is between one percent and 10 percent over the next 12 months.

Flood Risk²³

Yolo County is susceptible to riverine, flash, and severe storm flooding, as well as flooding due to dam or levee failure, with much of the County within a flood hazard area as designated by the Federal Emergency Management Agency (FEMA). Major historical flooding has occurred in 1937-38, 1940, 1943, 1950, 1955, 1958, 1963, 1967, 1973, 1975, and 1986. Flooding generally occurs in the relatively uninhabited flat agricultural areas in the eastern two-thirds of the County. Based on previous occurrences, the probability of flooding within the next 12 months is between 10 percent and 100 percent.

A.14.6 Technical Rescue Service Demand

Over the most recent four years, there were 29 technical rescue incidents comprising 0.11 percent of total service demand for the same period, as summarized in Table 50.

²² Reference: 2018 Yolo County Multi-Jurisdictional Hazard Mitigation Plan, Section 3.3.4

²³ Reference: 2018 Yolo County Multi-Jurisdictional Hazard Mitigation Plan, Section 3.3.2

Table 50—Technical Rescue Service Demand

Risk	Year	Planning Zone				Total	Percent Total Service Demand
		Sta. 1	Sta. 2	Sta. 3	SLD		
Technical Rescue	2015	3	1	3	1	8	0.14%
	2016	5	0	2	0	7	0.11%
	2017	2	0	4	0	6	0.09%
	2018	3	3	2	0	8	0.11%
Total		13	4	11	1	29	0.11%
Percent of Total Service Demand		0.11%	0.08%	0.14%	0.15%	0.11%	-

As Table 50 illustrates, technical rescue service demand is very low, with Station 1 having the highest demand.

A.14.7 Probability of Technical Rescue Occurrence

Table 51 summarizes Citygate’s technical rescue probability scoring by planning zone based on service demand from Table 50.

Table 51—Technical Rescue Probability Scoring

Technical Rescue	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Probability Score	2.25	1.50	2.25	1.25

A.14.8 Technical Rescue Impact Severity

Table 52 summarizes Citygate’s scoring of probable technical rescue impact severity by planning zone.

Table 52—Technical Rescue Impact Severity Scoring

Technical Rescue	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Impact Severity Score	2.5	2.5	2.5	2.5

A.14.9 Overall Technical Rescue Risk

Table 53 summarizes the Department’s overall technical rescue risk scores and ratings by planning zone.

Woodland, CA Fire Department
Standards of Coverage and Headquarters Staff Capacity Review

Table 53—Overall Technical Rescue Risk

Technical Rescue	Planning Zone			
	Sta. 1	Sta. 2	Sta. 3	SLD
Total Risk Score	5.625	3.75	5.625	3.125
Risk Rating	Low	Low	Low	Low



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: March 19, 2019
ITEM #: I.17.
SUBJECT: Commercial Cannabis Program Oversight

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, 1) amending the FY2018/19 budget appropriating anticipated revenues from the City's Commercial Cannabis Program, 2) authorizing the augmentation of 2.5 staff positions to be supported by Commercial Cannabis Program revenues.

Fiscal Impact:

In establishing the City's Commercial Cannabis Program, the City Council adopted an annual business permit fee required of businesses seeking license to operate within the City, as well as a requirement that each cannabis business enter into an operating agreement that includes payments to the City equal to a percentage of gross receipts. While it is too early to estimate the amount of revenues ultimately to be collected, three cannabis businesses have paid their annual business permit fees and executed operating agreements that will provide payments to the City equal to 5% of gross receipts once each business is operational later this fiscal year.

Staff has also identified the level of staff effort that is expected to be required to oversee and administer the city's Commercial Cannabis Program. The adopted business permit fees were specifically established to cover costs of program administration and oversight of licensed businesses, while a modest portion of revenues from cannabis business operating agreements are proposed to be used to cover costs associated with enforcement of prohibited uses and illegal cannabis activities. The latter cannot be funded through business license fees.

So far this fiscal year, the City has collected a total of \$138,840 in business permit fees from three businesses who have been issued Conditional Use Permits. Each of the business have executed operating agreements that would provide the City with additional discretionary revenues equal to 5% of gross receipts. A fourth business entity received City Council approval for an amended CUP on March 5th. For the purpose of the recommendation included with this staff report, it is estimated that a minimum of \$400,000 will be collected this fiscal year, which equates to an estimated \$840,000 to \$1.1 million in fiscal year 2019/20. This conservative revenue estimate is based on 25%-30% of expected combined gross receipts from the businesses expected to be in operation next fiscal year.

The cost associated with the staffing and outside contracts for administration and oversight of the City's Commercial Cannabis Program is estimated to be \$231,000 through the remainder of this fiscal year and an estimated \$410,00 for fiscal year 2019/20. By design, 100% of proposed costs will be fully-covered by Commercial Cannabis Program revenues, with the potential for an additional \$2 million - \$3 million in discretionary revenues accruing to the City, starting in FY2019/20. The level of expected revenues could increase to between \$3 million and \$4 million, depending on the number of additional businesses approved.

Staff expects to provide an updated estimate of potential revenues from cannabis-related businesses as part of the upcoming budget process.

Background:

On November 8, 2016 California voters approved Proposition 64, known as the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA). AUMA legalized non-medical cannabis use, possession and cultivation by persons 21 years of age and older. With the majority vote passage, the provisions related to personal use, possession and cultivation of non-medical cannabis went into effect on November 9, 2016. Commercial non-medical cannabis activities also became legal on November 9, 2016, although commercial activities require state licenses. The state began issuing licenses for commercial activities on January 1, 2018.

In response to the legalization of cannabis in the State of California, the City of Woodland has passed several Ordinances to update the Municipal Code to address both personal and commercial cannabis uses.

On December 5, 2017 the City Council approved Ordinance 1629 to add Article 21.6 of Chapter 25 to the Municipal Code relating to the zoning of Commercial Cannabis uses. The Council also approved Ordinance 1630 to add Chapter 13A to the Municipal Code related to commercial cannabis business permits and operating regulations.

Ordinance 1629 allows consideration for up to six (6) conditional use permits for cannabis uses, which may be located in the Industrial or Industrial with Light Industrial Flex Overlay zones. The Ordinance allows the consideration of multiple cannabis license type in one location to be considered under one Conditional Use Permit. However, each business entity will be required to obtain separate Cannabis Business Permits (CBP). An operating agreement, to be approved by the Community Development Director, consistent with council approved conditions, is required with each CBP.

To date, the City has approved three Cannabis CUP applications. One CUP includes approval for a manufacturing business and separate distribution business, while a second approved CUP provides for a stand-alone manufacturing business. The third CUP approved by the Council was recently amended, to convert the permitted use from a distribution operation to a manufacturing (cannabis-infused beverage) business.

So far this fiscal year, the City has collected \$138,840 in annual cannabis business permit fee revenues and expects fee revenues to amount to \$185,120, contingent on the approval of the amended CUP later this year. Each of the approved businesses are in various stages of plan review and issuance of permits for tenant improvements, with plans to be operational within several weeks or months. Once operational, each business has executed operating agreements with the City that provides for payment of 5% of gross receipts as supplemental, discretionary program revenues.

Once fully-operational, it is anticipated that the combined Commercial Cannabis Program revenues derived from the four businesses covered by existing CUP's will be in the range of \$2 - \$3 million per year. At this time, however, it is premature to count on this level of revenue until we have a track record of actual receipts. Staff is nonetheless recommending appropriating funds based on fee revenues already paid as well as a conservative estimate of revenues likely to be collected this fiscal year, and into next fiscal year, to support the resources needed to effectively administer the City's Commercial Cannabis Program and to provide oversight to commercial cannabis business soon to be operational.

Discussion:

As consistently discussed in presentations to Council, the effort required to effectively administer and provide oversight for the City's nascent Commercial Cannabis Program is expected to far exceed the capacity of existing staff. Moreover, in establishing the City's Commercial Cannabis Program, which provides for up to six Conditional Use Permits for allowable uses ranging from manufacturing/processing, distribution, testing and (limited) transport, an associated fee program was approved that is designed to generate revenues sufficient

to cover direct costs of program administration. In addition, as has been the experience of state's and jurisdictions who have previously legalized and permitted commercial cannabis operations, additional resources are expected to be required to address potential increases in illegal cannabis activities that have emerged in the era of otherwise legalized cannabis use.

In anticipation of the city businesses who are preparing to soon be operational in the manufacturing, processing and distribution of cannabis-related products, staff has developed an extensive list of tasks that will need to be undertaken by staff. These tasks are consistent with ensuring compliance with not only State laws, but also with the City's Commercial Cannabis Ordinance and the strict terms of each of the operating agreements that govern operations of cannabis businesses in the City of Woodland.

Staff from several city departments have been, and will continue to be, significantly involved in the oversight and administration of regulations pertaining to the cannabis industry. This includes the City Manager's Office, City Attorney, Community Development, Police and Finance. Among the tasks and activities required of staff include:

Administration and Oversight of Cannabis Program

Community Development Department: FY 2018/19 - 1.0 FTE

A full-time entry-level planning position (Junior or Assistant Planner) is proposed to be funded from cannabis program revenues to minimize impacts to Community Development Department and City Council work priorities. Estimated annual cost would range from \$115,000-125,000. This position will allow the Department the ability to properly manage its responsibilities in the cannabis regulatory framework without compromising the ever-increasing and dynamic work load needs across a variety of divisions in the department including Code Enforcement, Planning, Permit Processing, Economic Development, Managing Homelessness and Public Information. Sample activities include (but are not limited to):

- Processing Cannabis Business Permits / Operating Agreements including application circulation and final review
- Reviewing building and site permit plans as part of the plan check review (Building, Planning, Engineering) and coordinating review/comments from other departments (Fire, PW, PD)
- Performing inspections of initial improvements and conducting inspections as needed to ensure no additional modifications are made without appropriate permits
- Monitoring and coordinating review of conditional use permit conditions/cannabis business permit requirements/operating agreement conditions
- Monitor for sewer and storm water contamination
- Tracking and coordinating annual reviews of Cannabis Business Permits as these require approval by the CDD Director
- Processing and monitoring delivery business permits
- Research, assessment and updating of Cannabis-related Federal, State, and other regulations and guidelines, and industry-related information.
- Updating the Cannabis Ordinance as needs arise
- Responding to public as well as prospective company inquiries regarding City's Cannabis Ordinance and where commercial cannabis uses are permitted
- Creating and updating of all necessary forms, documents, and permits
- Coordination with the Police and Finance Departments in understanding track and trace, security, and accounting management concerns; disseminating public information including ongoing updates to the

social media platform

- Coordinating outreach and on-going communication with various internal departments and local agencies, such as Yolo County and nearby cities, and the District Attorney's office.
- Continued education and training for staff

Police Department: FY 2018/19 - 1.5 FTE

Police Officer (Investigations) 1.0 FTE

Community Services Officer 0.5 FTE

It is recommended that the Council authorize 1.5 FTE through the remainder of this fiscal year to ensure regulatory oversight as businesses prepare to become operational. Initially, the Police Department will be the lead agency on cannabis-related Code Enforcement activities, and response to all cannabis-related police calls for service. In addition, based on meetings with jurisdictions who have experience with legalized cannabis in other states as well as other California jurisdictions with up-and-running legal cannabis businesses, there is also a need to prepare for the potential for increased illegal activity, as a portion of the market transitions to a legal, heavily-regulated environment, and the perceived legitimacy and acceptance of what remains illegal under local, state and federal law. For the purpose of the City's Commercial Cannabis Program, there is a need for increased enforcement of rules related to inventory control, marketing/advertising, access by minors, and proper labeling of products. With these tasks comes the need for increased record-keeping, code enforcement inspections alongside peace officer staff, auditing of track and trace records, issuing and maintaining identification cards for cannabis business employees.

As the commercial cannabis market matures and the governing laws and regulatory framework become less fluid, it is anticipated that less and less Police Department resources will be needed in terms of oversight and regulatory compliance activities, effectively enabling any resources initially focused in this area to be re-allocated to higher priority law enforcement activities.

Cash-Handling, Accounting and Financial Reporting

Finance Department - Existing staff and Contract Services

As the Commercial Cannabis Business Program begins to take shape in Woodland, there is a need to establish and maintain formal cash-handling, revenue collection, accounting and financial reporting procedures. These are required not only of our local Cannabis Ordinance and spelled out in our Operating Agreements, but there is also the need to ensure that reports and audits for each commercial cannabis business are consistent with activity reports and tax receipts collected by the State. Staff anticipates absorbing the day-to-day impacts of cannabis operations largely with existing staff resources, however, additional funding is proposed to support contracting for audit services to ensure industry compliance with local and state revenue collections and reporting, similar to how audits of sales tax and business license taxes are handled for existing businesses.

Potential Revenues

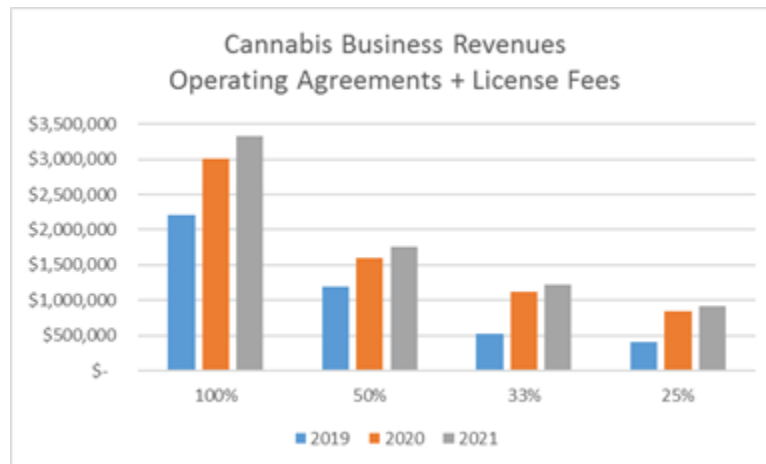
As described earlier in this report, the City receives revenues from its Commercial Cannabis Program through a combination of annual business license fees paid by businesses licensed to do cannabis-related business in the city, and monthly collection of revenues pursuant to terms of individual operating agreements with cannabis-related businesses, based on a percentage of gross receipts.

While it is difficult to estimate the ultimate average annual revenues that will be collected by the City, the businesses that have already been approved for licenses could generate between \$2 million and \$3million per year in revenues to the city. This estimate could increase as more Conditional Use Permits are issued, or could decrease as the cannabis market stabilizes and becomes more competitive over time.

It is also difficult to determine, in advance, revenues to be collected in the first year of operations or the pace at which business will grow to projected capacity of operations. More than likely, first year revenues will be largely as a result of fixed license fees for permits issued, which revenues in year two and beyond will be primarily derived from operating agreements, as a percentage of gross receipts from licensed businesses.

For the purpose of authorizing initial appropriations expected from cannabis-related businesses, staff recommends taking an exceedingly conservative estimate of anticipated revenues. At the same time, the initial level of increased expenditures should be tied to activities that need time to ramp-up so that appropriately trained staff is on board and properly equipped when cannabis businesses open their doors.

Estimates of Business License Fee and Operating Agreement Revenues				
	2019	2020	2021	
100%	\$ 2,214,188	\$ 3,015,068	\$ 3,328,645	
50%	\$ 1,199,654	\$ 1,600,094	\$ 1,756,882	
33%	\$ 519,916	\$ 1,119,003	\$ 1,222,483	
25%	\$ 416,220	\$ 840,607	\$ 912,068	



Expenditure Plan for Cannabis Business Program

Based on the resource plan outlined in this report, staff is recommending that the Council approve a supplemental appropriation of \$231,000 from anticipated cannabis business revenues for the current fiscal year (FY18/19). This level of staffing and contract services are projected to result in annualized ongoing costs of

\$410,000 (FY19/20), or roughly 14% of the total revenues projected under current assumptions.

	FY 18/19	2.5 FTE FY19/20
CDD - Planner Position (1.0 FTE)	30,000	120,000
WPD - Sworn Positions (1.0 FTE)	36,250	145,000
Community Services Officer (0.5 FTE)	6,000	24,000
<i>Sub-Total Personnel Costs</i>	\$ 72,250	\$ 289,000
Audit Services	59,000	85,000
Training	10,000	10,000
Equipment & Supplies	15,000	26,000
<i>Sub-Total Recurring Costs</i>	\$ 156,250	\$ 410,000
One-Time Equip / Vehicles	75,000	
Total Funding Appropriations	\$ 231,250	\$ 410,000

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, 1) amending the FY2018/19 budget appropriating anticipated revenues from the City's Commercial Cannabis Program, 2) authorizing the augmentation of 2.5 staff positions to be supported by Commercial Cannabis Program revenues.

Attachments:

1. Commercial Cannabis Budget Adjustment Resolution

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING ADDITIONAL APPROPRIATIONS AND 2.5 FULL-TIME POSITIONS
RELATED TO THE COMMERCIAL CANNABIS PROGRAM**

WHEREAS, the City of Woodland has established a Commercial Cannabis program; and

WHEREAS, the City Council adopted an annual business permit fee required of businesses seeking license to operate within the City, as well as a requirement that each cannabis business enter into an operating agreement that includes payments to the City equal to a percentage of gross receipts; and

WHEREAS, in anticipation of the city businesses who are preparing to soon be operational in the manufacturing, processing and distribution of cannabis-related products, staff has developed an extensive list of tasks that will need to be undertaken by staff; and

WHEREAS, staff has identified various citywide expenditures that will be required to effectively administer and monitor a successful Commercial Cannabis program; and

WHEREAS, staff has identified services that will be required in the form of additional personnel, contract services, temporary staff, training, and equipment from Finance, Police, and Community Development departments; and

WHEREAS, staff recommends that City Council tie initial expenditures to conservatively estimated annual Cannabis revenues;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND
HEREBY RESOLVES:**

Section 1. That the City Council hereby authorizes the appropriation of \$231,250 to the General Fund for two and one-half (2.5) full-time equivalent Cannabis related positions, consultant services, training, and equipment in FY2018/19.

Section 2. . That the City Council hereby authorizes the addition the following positions: Junior/Assistant Planner, Police Officer, and a part-time (0.5 FTE) Community Services Officer.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2019.

AYES: Council members: _____

NOES: Council members: _____

RESOLUTION NO: _____

ABSENT: Council members: _____

ABSTAIN: Council members: _____

Mayor, Xochitl Rodriguez

ATTEST:

APPROVED AS FORM:

City Clerk, Ana B. Gonzalez

Kara K. Ueda, City Attorney