



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

May 14, 2019
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:15 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. Public Employee Performance Evaluation, Pursuant to Section 54957
Title: City Manager
2. Conference with Labor Negotiators, Pursuant to
Government Code Section 54957.6
Agency Designated Representatives: City Manager and Human Resources
Employee Organization(s): Woodland City Employees Association, Woodland
Professional Firefighters', Fire Mid-Management and Confidential

SPECIAL CITY COUNCIL MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

3. SUBJECT: Long Range Calendar

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

H. MINUTES

4. SUBJECT: City Council Meeting Minutes of April 2, 2019 and April 16, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of April 2, 2019 and April 16, 2019.

I. CONSENT CALENDAR

5. SUBJECT: Appoint Member to the Personnel Board

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Ashley Morera-Gonzalez to the Personnel Board.

6. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended March 31, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2019.

7. SUBJECT: Approve Professional Services Agreement for the North Regional Pond and Pump Station Project, CIP #17-21

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a professional services agreement for the North Regional Pond and Pump Station project, CIP 17-21, with Environmental Science Associates (ESA) for environmental services in the amount of \$58,566 and approve a contingency of up to an additional 10% of the contract award amount (\$5,857).

8. SUBJECT: Award Construction Contract for the WPCF Pond 8 Biosolids Drying and Removal, CIP 19-24, and Appropriate Project Funding

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

- 1.) Award a construction contract with Ariza Construction Inc. for construction services in the amount of \$397,000 for the WPCF Pond 8 Biosolids Drying and Removal Project, CIP 19-24 and approve construction contract change order(s) for construction contingencies of up to an additional 25% of the contract award amount (\$99,250); and
- 2.) Approve the reallocation of \$520,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 8 Biosolids Drying and Removal, CIP 19-24.

9. SUBJECT: Appropriate funding for the SR 113/CR 25A Interchange Modifications Project, CIP #20-05

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, SR 113/CR 25A Interchange Modifications Project, CIP #20-05; and 2) Appropriate \$235,000 from fund 681 – SLIF Roads to the SR 113/CR 25A Interchange Modifications Project, CIP #20-05 in FY 19

J. PUBLIC HEARINGS

10. SUBJECT: Urgency Resolution Extending for an Additional 30 days the Interim Development Impact (MPFP) Fees Approved in Resolution No. 7257

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ extending for an Additional Thirty (30) Days the Interim Development Impact (MPFP) Fees Approved in Resolution No. 7257

K. REPORTS OF THE CITY MANAGER

11. SUBJECT: Homeless Sub-committee Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a status report on efforts to address homelessness, consistent with the city's adopted Homeless Action Plan and provide feedback and direction, as appropriate, related to current initiatives and next steps.

12. SUBJECT: Boards and Commissions - Introduce and Waive First Reading of Ordinances and Adopt Resolution

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the following actions:

1) Introduce and waive first reading of an Ordinance amending Section 2.28.020 of the Woodland Municipal Code regarding the appointment of Members to the Planning Commission; and

2) Introduce and waive first reading of an Ordinance repealing Sections 2.28.040 and 10.04.090 and to amend Section 10.08.210 of the Woodland Municipal Code to abolish the Traffic Safety Commission and make related conforming changes; and

3) Introduce and waive first reading of an Ordinance amending Sections 2.04.210, 2.04.270, and 2.04.280 of the Woodland Municipal Code regarding City Council Appointments to Boards, Commissions and Committees; and

4) Adopt Resolution No. _____, A Resolution of the City Council of the City of Woodland to Abolish the Water Utility Advisory Committee.

13. SUBJECT: 2019 Community Service Awards Nominating Committee Report

RECOMMENDATION FOR ACTION:

- 1) Approve the nominating committee's recommended recipients selected to receive the 2019 Community Service Award;
- 2) Determine which Council Members will present the awards to the selected award recipients; and
- 3) Discuss the possibility of maintaining current membership of Community Service Awards Nomination Committee to maintain continuum of proposed strategies.

L. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Special City Council Meeting of the City of Woodland scheduled for Tuesday, May 14, 2019 was posted on Friday, May 10, 2019 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Ana B. Gonzalez
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: G.3.
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

MAY 21ST

REGULAR MEETING

Presentations

SACOG Presentation

Public Works Week Proclamation

Older Americans Month Proclamation and Don Campbell Certificate of Appreciation

Consent Calendar

Landscape Maintenance Agreements

SB1205 – Annual Inspection Requirements

2nd Reading – Board and Commission Ordinance Amendments

Reports of the City Manager

Legislative Bills

Presentation: FY19/20 Proposed Budget

General Plan Status Report / Annual Housing Update

Community Service Award Nominees

JUNE 4TH

REGULAR MEETING

Board and Commission Re-appointments and Appointments effective July 1, 2019

Woodland Research & Technology Park – Specific Plan Update

Lease Agreement with Yolo County Fairgrounds

Lease Agreement with Little League

Traffic Calming

JUNE 18TH

REGULAR MEETING

FY 2019/20 Budget Adoption

Call for Public Hearing for WM Liens on July 16, 2019

Future Topics / Study Sessions:

July Tree Preservation Ordinance Chamber Annual Report – July 2 nd PH – Waste Mgmt Liens – July 16 th	August <i>Summer Recess – July 17 – August 19</i>
TBD Mobile Food Vendor Permits Non-Conforming Use Zoning Update Sewer Rates (Prop 218)	



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: H.4.
SUBJECT: City Council Meeting Minutes of April 2, 2019 and April 16, 2019.

Recommendation for Action:

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of April 2, 2019 and April 16, 2019.

Staff Contact:

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


Paul Navazio
City Manager

Attachments:

1. 04_02_19 DRAFT CC MINS
2. 04_16_19 DRAFT CC MINS

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, April 2, 2019

6:00 PM

City Council

CITY COUNCIL

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

6:00 PM

A. CALL TO ORDER

Meeting called to order at 06:05 PM

B. ROLL CALL

All Council Members present: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mrs. Fernandez.

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.

Michael Gangitano spoke regarding Lee Middle School and Veteran Community.

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.

Verbal updates provided by Council Members and Staff.

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: Parks & Recreation Commission Meeting Minutes for January 28, 2019 and February 25, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the January 28, 2019 and February 25, 2019 Parks & Recreation Commission Meeting Minutes.

On a motion by Council Member Barajas, seconded by Mayor Pro Tempore Lansburgh and carried unanimously Council Members received the January 28, 2019 and February 25, 2019 Parks & Recreation Commission Meeting Minutes.

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

G. PRESENTATIONS

3. SUBJECT: Recognition of the Kiwanis Club of Woodland

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

On a motion by Council Member Barajas, seconded by Council Member Fernandez and carried unanimously, Council Members recognized the Kiwanis Club of Woodland with a Certificate of Appreciation.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Noes: None

4. SUBJECT: Child Abuse Prevention Month Proclamation

RECOMMENDATION: Staff recommends that the City Council recognize April 2019 as Child Abuse Prevention Month.

On a motion by Mayor Pro Tempore Lansburgh, seconded by Council Member Barajas and carried unanimously, Council Members recognized April 2019 as Child Abuse Prevention Month.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Noes: None

H. CONSENT CALENDAR

5. SUBJECT: Approve Plans & Specifications, and Authorize Bid Advertisement for WPCF Pond #8 Biosolids Drying and Removal Project, CIP #19-24

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve the plans & specifications and authorize bid advertisement; and 2) Create a new capital project, WPCF Pond #8 Biosolids Drying and Removal Project, CIP #19-24

Adopted RESOLUTION NO. 7248, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE WPCF POND #8 BIOSOLIDS DRYING AND REMOVAL PROJECT, CIP #19-24.

6. SUBJECT: Resolution Accepting the Public Improvements for Subdivision Final Map 4986, Heidrick Ranch Phase 2 & 3.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements For Subdivision Final Map 4986, Heidrick Ranch Phase 2 & 3.

Adopted RESOLUTION NO. 7249, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION FINAL MAP 4986 BY LENNAR HOMES OF CALIFORNIA.

7. SUBJECT: Award Construction Contract for CIP #17-24, East Main Pump Station (EMPS) Storm Main Repairs Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, awarding a construction contract with SAK Construction, LLC in the amount of \$354,222 for CIP #17-24, East Main Pump Station (EMPS) Storm Main Repairs Project and authorize a contract contingency of up to 15% (\$53,133).

Adopted RESOLUTION NO. 7250, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION FINAL MAP 4986 BY LENNAR HOMES OF CALIFORNIA.

8. SUBJECT: Adopt Resolution Accepting the Public Improvements for Subdivision Final Maps 5027 Spring Lake Central 1 and 5103 Spring Lake Central 2.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Maps 5027 Spring Lake Central 1 and 5103 Spring Lake Central 2.

Adopted RESOLUTION NO. 7251 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION FINAL MAP 5027 AND 5103 SPRING LAKE CENTRAL 1 AND 2 BY TAYLOR MORRISON OF CALIFORNIA.

9. SUBJECT: Adopt Resolution Accepting the Public Improvements for Subdivision Final Map 5111 Spring Lake Central 5.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements For Subdivision Final Map 5111 Spring Lake Central 5.

Adopted RESOLUTION NO. 7252, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION FINAL MAP 5111 BY R&B 77, LLC.

10. SUBJECT: Award Construction and Consultant Contract for Interstate 5/County Road 102 Interchange Landscaping Project, CIP 11-24

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Appropriate \$200,000 of additional Road Development Funding to the Interstate 5/County Road 102 Interchange Landscaping Project, CIP 11-24 ("Project"); 2) Award the construction contract in the amount of \$1,801,322 to Empire Landscape, Inc. ("Empire") for base bid plus bid additive alternates 4 & 8 for the Project and authorize a contract contingency up to \$162,199, and authorize the City Manager to execute the construction contract and change orders; and 3) Approve a consultant services agreement for construction management, inspection, and testing services with UNICO Engineering, in the amount of \$259,174 and authorize the City Manager to execute the agreement and amendments as necessary up to \$25,918.

Adopted RESOLUTION NO. 7253, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING \$200,000 OF ROAD DEVELOPMENT FUNDING AND APPROVING AND AWARDED A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE INTERSTATE 5/COUNTY ROAD 102 INTERCHANGE LANDSCAPING PROJECT, CIP 11-24.

11. SUBJECT: Amend Resolution No. 7234 Correcting Contract Amount for CIP 17-16

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) amend Resolution No. 7234, to correct construction contract amount for Project CIP 17-16.

Adopted RESOLUTION NO. 7234-A, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING RESOLUTION NO. 7234 TO INCREASE THE TOTAL CONTRACT AWARD FOR THE WEST MAIN STREET BICYCLE/PEDESTRIAN MOBILITY AND SAFETY IMPROVEMENT PROJECT, CIP 17-16.

On a motion by Council Member Fernandez, seconded by Council Member Barajas and carried unanimously, Council Members approved Consent Calendar Items No. 5 through 11.

**AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
NOES: None**

Mayor Rodriguez had questions regarding Consent Calendar Item No. 6, 8 and 9 related to Spring Lake. Assistant City Manager Ken Hiatt addressed concerns.

Mayor Pro Tempore Lansburgh had difficulty following Consent Calendar Item No. 10 and asked staff for clarification. City Engineer Brent Meyer provided clarification.

I. REPORTS OF THE CITY MANAGER

12. SUBJECT: Resolution in Support of the 2020 Census

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, in Support of the 2020 Census.

On a motion by Mayor Pro Tempore Lansburgh, seconded by Council Member Barajas and carried unanimously, Council Members adopted RESOLUTION NO. 7254, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND IN SUPPORT OF THE 2020 CENSUS.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Noes: None

13. SUBJECT: Woodland Regional Park

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

- 1) Appropriate \$116,500 of grant funding from the State Parks Habitat Conservation (HCF) Grant to the Regional Park Project (CIP #19-17), Fund 502 – California Park Grants; and
- 2) Appropriate \$500,000 of grant funding from the State Parks Outdoor Environmental Education Facilities Grant to the Regional Park Project (CIP #19-17), Fund 502 – California Park Grants; and
- 3) Appropriate \$70,000 from the General Fund to be used for the Regional Park Project (CIP #19-17) and transfer to Fund 501 – Capital Projects; and
- 4) Appropriate an additional \$70,000 for CIP #19-17 in Fund 501- Capital Projects; and
- 5) Authorize the City Manager to execute an Agreement with Explorit Science Center to develop and implement educational programs at the Woodland Regional Park, including the recruitment and training of docents for program implementation as provided in the HCF Grant through June 30, 2023 at a cost not to exceed \$116,500.

On a motion by Council Member Fernandez, seconded by Council Member Stallard and carried unanimously, Council Members adopted Resolution 7255, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING \$686,500 IN FUNDING FOR THE WOODLAND REGIONAL PARK PROJECT.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

14. SUBJECT: Animal Services - Governance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Receive a report on current animal shelter operational and facility planning efforts, and 2) consider future shared governance options, including formation of a joint powers agency (JPA).

Council Members received a report on current animal shelter operational and facility planning efforts and considered future shared governance options, including formation of a joint powers agency. No action required on this item.

J. ADJOURN

Prior to adjournment, Council Members had a brief discussion regarding a "second meeting" in May to replace the May 7th meeting that is cancelled due to Cap-to-Cap.

Meeting adjourned at 8:03 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, April 16, 2019

6:00 PM

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

Meeting called to order at 06:04 PM

B. ROLL CALL

Present: Barajas, Lansburgh, Rodriguez and Stallard.

Council Member Fernandez was not present and would be arriving late.

Note: Meeting will be chaired by Mayor Pro Tem Lansburgh as Mayor Rodriguez is not feeling well.

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Police Chief Luis Soler.

D. COMMUNICATIONS - PUBLIC COMMENT

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None.

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.

Verbal updates provided by Council Members/Staff.

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 March 5, 2019 and March 19, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of March 5, 2019 and March 19, 2019.

On a motion by Council Member Barajas, seconded by Council Member Rodriguez and carried on a 4-0 vote, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meetings of March 5, 2019 and March 19, 2019.

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSENT: Fernandez

3. SUBJECT: Commission on Aging Minutes from January 17, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the January 17, 2019 Commission on Aging meeting minutes.

On a motion by Council Member Barajas, seconded by Mayor Rodriguez and carried on a 4-0 vote, Council Members received the January 17, 2019 Commission on Aging meeting minutes.

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSENT: Fernandez

G. PRESENTATIONS

4. SUBJECT: Proclaim May 2, 2019 as BIG Day of Giving

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation proclaiming May 2, 2019 as BIG Day of Giving.

On a motion by Mayor Rodriguez, seconded by Council Member Stallard and carried on a 4-0 vote, Council Members adopted a Proclamation proclaiming May 2, 2019 as BIG Day of Giving and presented proclamation to various group of people representing various non-profits.

AYES: Barajas, Lansburgh, Rodrigues and Stallard

NOES: None

ABSENT: Fernandez

**Council Member Fernandez arrived upon conclusion of this item at 6:25 PM.
All Council Members present.**

5. SUBJECT: Sacramento-Yolo Mosquito & Vector Control District Presentation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District to provide the latest update regarding mosquitoes, Zika virus, West Nile, invasive mosquito species, threats to public health and services offered by the Sacramento-Yolo Mosquito & Vector Control District.

Gary Goodman, District Manager of Sacramento-Yolo Mosquito & Vector Control District and Sean Denny, Appointee to Board of Trustees provided latest update regarding threats to public health and services offered by the Sac-Yolo Mosquito & Vector Control District.

H. CONSENT CALENDAR

6. SUBJECT: Community Services Department Quarterly Status Report for the period of January through March 2019

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

Received Community Services Department Quarterly Status Report for the period of January through March 2019.

7. SUBJECT: Approve Salary Schedule effective April 1, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective April 1, 2019.

Approved Salary Schedule effective April 1, 2019.

8. Letter of Support for AB 906 Statewide Economic Development Plan

Staff recommends that the City Council approve the letter of support for AB 906 (Cooley) Statewide Economic Development Plan

Approved letter of support for AB 906 (Cooley) Statewide Economic Development Plan.

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously, Council Members approved Consent Calendar items No. 6 through 8.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

I. PUBLIC HEARINGS

9. SUBJECT: PUBLIC HEARING - Adoption of Resolution Approving Modified Major Projects Financing Plan (MPFP) Fees pursuant to the Major Projects Financing Plan Fee Program Nexus Study Update and Adoption of Urgency Resolution Approving Interim MPFP Fees for a Period of 30 Days and Directing Staff to Schedule a Public Hearing for A 30 Day Extension

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) Adopt Resolution No. _____, Making Findings and Approving the 2019 Major Projects Financing Plan Fee Program Nexus Study Update and the Modified Development Impact Fees, Also Referred to Major Project Financing Plan (MPFP) Fees; and (2) Adopt Resolution No. _____, an Urgency Resolution Approving Interim Development Impact Fees Based on the City of Woodland 2019 Major Projects Financing Plan Fee Program Nexus Study Update and Directing the Setting of a Public Hearing Within 30 days for an Extension of the Interim Fees.

On a motion by Council Member Stallard, seconded by Mayor Rodriguez and carried unanimously, Council Members adopted RESOLUTION NO. 7256, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND APPROVING THE 2019 MAJOR PROJECTS FINANCING PLAN FEE PROGRAM NEXUS STUDY UPDATE AND THE MODIFIED DEVELOPMENT IMPACT FEES, ALSO REFERRED TO AS MAJOR PROJECTS FINANCING PLAN FEES.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
NOES: None

On a motion by Mayor Rodriguez, seconded by Council Member Stallard and carried unanimously, Council Members adopted RESOLUTION NO. 7257, AN URGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING INTERIM DEVELOPMENT IMPACT FEES BASED ON THE CITY OF WOODLAND 2019 MAJOR PROJECTS FINANCING PLAN FEE PROGRAM NEXUS STUDY UPDATE AND DIRECTING THE SETTING OF A PUBLIC HEARING WITHIN 30 DAYS FOR AN EXTENSION OF THE INTERIM FEES.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
NOES: None

J. REPORTS OF THE CITY MANAGER

10. SUBJECT: 2019 Water Capacity Fee Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Increasing the Water Capacity Fee (Previously Referred to as Surface Water Fee) as Substantiated in the Water Capacity Fee Update Study dated April 5, 2019.

On a motion by Mayor Rodriguez, seconded by Council Member Fernandez and carried unanimously, Council Members adopted RESOLUTION NO. 7258, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INCREASING THE WATER CAPACITY FEE (PREVIOUSLY REFERRED TO AS SURFACE WATER FEE) AS SUBSTANTIATED IN THE WATER CAPACITY FEE UPDATE STUDY.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

11. SUBJECT: Woodland Sports Park Facilities Update and Approval of Funding Request in Support of Woodland Girls' Fastpitch Spring/Fall 2019 Use of WJUSD Facility

RECOMMENDATION FOR ACTION: Staff recommends that the Council: 1) receive a progress report on development of new Woodland Sports Park Facilities, and 2) approve a funding request in support of Woodland Girls' Fastpitch Softball Association's Spring/Fall 2019 use of Douglass Middle School Recreation Fields.

Received progress report on development of new Woodland Sports Park Facilities. On a motion by Council Member Barajas, seconded by Council Member Fernandez and carried unanimously, Council Members approved the funding request in support of Woodland Girls' Fastpitch Softball Association's Spring/Fall 2019 use of Douglass Middle School Recreation Fields.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

12. SUBJECT: Authorize Contract with Mark Thomas for SR 113/CR 25A Interchange Modifications Project, CIP #20-05

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, SR 113/CR 25A Interchange Modifications Project, CIP #20-05; 2) Appropriate \$235,000 from fund 682 – SLIF Roads to the SR 113/CR 25A Interchange Modifications Project, CIP #20-05 in FY 19; 3) Authorize the City Manager to execute a consultant agreement with Mark Thomas in the amount of \$226,375 for the design of the SR 113/CR 25A Interchange Modifications Project, CIP #20-05

On a motion by Council Member Stallard, seconded by Mayor Rodriguez and carried unanimously, Council Members adopted RESOLUTION NO. 7259, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE MARK THOMAS CONSULTANT AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE SR 113/CR 25A INTERCHANGE MODIFICATIONS PROJECT.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

13. SUBJECT: Approval of the Measure F Spending Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Measure F Spending Plan.

On a motion by Mayor Rodriguez, seconded by Council Member Stallard and carried unanimously, Council Members adopted RESOLUTION NO. 7260, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE UPDATED MEASURE F SPENDING PLAN.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

K. ADJOURN

Meeting adjourned at 08:32PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: I.5.
SUBJECT: Appoint Member to the Personnel Board

Recommendation for Action:

Staff recommends that the City Council appoint Ashley Morera-Gonzalez to the Personnel Board.

Staff Contact:

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

Discussion

The Personnel Board has experienced a vacancy left by Robert Nelson who resigned to return to his law practice in Alabama. While the vacancy would normally be filled through the Board and Commission appointment process currently under way, with Council appointments scheduled for the Council meeting of June 4th, the Personnel Board is scheduled to meet on May 20th, and it would be beneficial to fill the vacancy in advance of the pending Personnel Board hearing.

Through the Board and Commission recruitment process, the City has received three applications for the Personnel Board. Two are current Board members who are requesting re-appointment to new terms. The third application is from Ms. Morera-Gonzalez, who staff believes is well-qualified to fill the one vacancy.

It is staff's recommendation that Ms. Morera-Gonzalez be appointed to fill the vacancy left by Mr. Nelson for the unexpired term that ends on June 30, 2021, with the appointment being effective immediately upon approval by the City Council.

Conclusion:

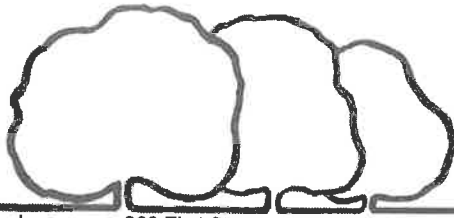
Staff recommends that the City Council appoint Ashley Morera-Gonzalez to the Personnel Board.

Prepared By: Ana B. Gonzalez, City Clerk


Paul Navazio
City Manager

Attachments:

1. MORERA-GONZALEZ App



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

APPLICATION BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Personnel Board

☒ **NEW APPOINTMENT**

☐ **RE-APPOINTMENT**

Name: Ashley Morera-Gonzalez

Address: 620 Oak Ave, Apt C

Woodland, CA 95695

Home Phone Number:

916-248-0110

Work/Cell Number:

530-752-6991

E-Mail Address:

aemorera@hotmail.com

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland.

☒ Yes ☐ No

Are you currently serving on a City Board or Commission?

☐ Yes ☒ No

If yes, please state which: _____

I have economic interests that may result in a conflict of interest.

☐ Yes ☒ No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee: I am interested in utilizing the skills I have acquired throughout my human resources career to benefit the community. It is rare in the human resources field to be able to serve on a community board that is delegated responsibilities in which objective, investigative, skelly reviewer, just cause and personnel policy skills will be useful. In addition, I welcome the opportunity to grow my skills through this experience and am interested in supporting the Woodland Community.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ☒ Yes ☐ No

Second Choice: Parks and Recreation Commission

Employment experience: Currently, I am employed as an Executive Analyst in the Employee and Labor Relations Department at UC Davis and UC Davis Health. I have worked in the Human Resources field for nearly 10 years in a variety of positions both private and public sector. Working in organizations like VITAS Innovative Hospice care, Washington Unified School District and UC Davis/UC Davis Health has given me a unique perspective. The variety in industry, policy, state and federal regulations has offered me the opportunity to gather a breadth of knowledge relating to the HR field. In addition, I have experience working in political climates while working closely with Superintendent and Board of Education at Washington Unified School District.

Educational background and other training: I am currently enrolled with Pen State University World Campus and in the process of obtaining my BA Degree in Employee and Labor Relations with a minor in Organizational Leadership. I also, hold an AA in Business Management from Anthem College and am a member of SHRM, SAHRA, ACSA, and AAUW.

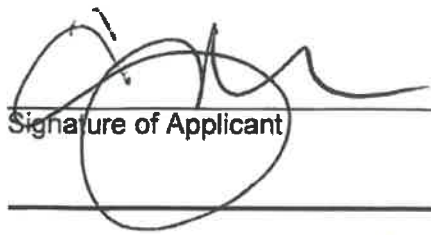
Organization and community activity experience: I have not participated in city initiatives or volunteering outside of being a Team Mom for my daughter's YMCA sports teams and City of Woodland YBL program. Although when employed by the WUSD I did organize and facilitate community events on behalf of the school district including National Night Out, and Community Forums.

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee: Working with the Washington Unified School District I also had experience revising, researching and creating Board policies for the Board of Education and District as a whole.

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Pamela Geivett, HR Director	930 Westacre Road, West Sacramento, CA	916-501-7382
Mallory Boeckman, ER Consultant	2710 Stockton Blvd, Sacramento, CA	916-622-0893


Signature of Applicant

3/13/19
Date

City Use: Received 3/14/19  Eligibility _____ Disposition _____

Notes:



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: I.6.
SUBJECT: SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended March 31, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2019.

Recommendation for Action: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2019.

Staff Contact:

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

Fiscal Impact:

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:

Each quarter staff is required to provide the City Council with a report from the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A. The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:

As of March 31, 2019, the City treasury consisted of investments with a total book value of \$135,682,287. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending March 2019 was 2.39%, the average yield on the City of Woodland's investments as of March 31, 2019 was 2.19%. This results in an overall portfolio yield, combining all investments and LAIF of 2.29%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending March 2019 was 2.40%. The City fell short of its benchmark by 0.11% as short term interest rates continue to increase faster than previously forecasted. The increasing yield on the short term Treasury bill often occur as a result of actions by the Federal Reserve and the volatility across other investment types.

Historically, the periods of time when the short term yield of the Treasury bill exceeds the longer, 12-month average of other treasury investments have been infrequent and short-lived. Over the long term, the City's investment policy and strategy is still expected to outperform short term investments.

The City's investment strategy is to maintain 40% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of twenty-one months, and achieve an investment return of 2.61% based on the parameter of allowable investments. As of March 31, 2019, the City maintained 51.78% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of eleven months, and achieved an investment return of 2.29%. The City missed its target yield by 0.32% due to faster than previously anticipated increases in the federal interest rate.

Over the next quarter the City will continue to implement and evaluate its investment strategy by investing investable liquidity in agency callable bonds, corporate securities, and certificates of deposit. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy. During this time the City forecasts that there will be \$2,500,000 in maturities on its investments.

The attached report provides a summary of the City's current investments, includes the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended September 30, 2018.

Prepared By: Adam Devlin, Senior Accountant

Reviewed By: Kimberly McKinney, Finance Officer



Paul Navazio
City Manager

Attachments:

1. Q3 FY 2019 5.14.2019

**CITY OF WOODLAND
INVESTMENT REPORT**

March-19

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	64,999,162	47.9%
Certificate of Deposit	3,750,000	2.8%
Agency	43,366,366	32.0%
Supranationals	2,000,000	1.5%
Corporate Securities	21,566,758	15.9%
TOTAL	135,682,287	100.0%

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
BMW Bank	6/16/2020	1.85	N/a	250,000	250,000	N/a	05580AJK1
Comenity Capital Bank	6/19/2020	1.75	N/a	250,000	250,000	N/a	20033AUE4
Merrick Bank	6/19/2020	1.80	N/a	250,000	250,000	N/a	59013JYV5
Ally Bank	6/22/2020	1.90	N/a	250,000	250,000	N/a	02006L3N1
Wex Bank	8/3/2020	1.85	N/a	250,000	250,000	N/a	92937CFV5
Bridgewater Bank	6/16/2021	1.85	N/a	250,000	250,000	N/a	108622FR7
Business Bank	6/23/2021	1.80	N/a	250,000	250,000	N/a	12325EHU9
First Financial Bank	6/29/2021	1.85	N/a	250,000	250,000	N/a	32021MEY1
Summitt Community Bank	6/30/2021	1.85	N/a	250,000	250,000	N/a	86604XL27
DNB First Bank	6/16/2022	1.95	N/a	250,000	250,000	N/a	25590AAF7
Goldman Sachs Bank	6/21/2022	2.35	N/a	250,000	250,000	N/a	68148PKX4
Marine Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	56817TAA9
Marlin Business Bank	6/29/2022	1.95	N/a	250,000	250,000	N/a	57116APK8
Discover Bank	7/26/2022	2.30	N/a	250,000	250,000	N/a	2546726C7
Wells Fargo Bank	7/28/2022	2.30	N/a	250,000	250,000	N/a	949763JU1

Total CD Investments

3,750,000	3,750,000
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Federal National Mortgage Association	5/30/2019	1.25	5/30/2019	2,000,000	2,000,000	1,995,750	3136G3MH5
Federal Home Loan Bank	9/17/2019	2.50	N/a	2,000,000	2,000,000	2,000,380	3130AEXR6
Federal National Mortgage Association	10/27/2019	1.00	10/27/2019	2,000,000	1,981,300	1,983,614	3135GQR39
Federal National Mortgage Association	4/27/2020	1.70	4/27/2020	2,000,000	2,005,000	1,984,934	3136G4NJ8
Federal National Mortgage Association	4/28/2020	1.50	4/28/2020	2,000,000	2,000,000	1,980,780	3136G2GR2
Federal National Mortgage Association	8/28/2020	1.25	8/28/2020	1,000,000	1,000,000	985,375	3136G33E3
Federal National Mortgage Association	9/15/2020	1.38	9/15/2020	2,000,000	2,000,000	1,973,738	3136G3PK5
Federal Home Loan Mortgage Corp	10/29/2020	1.50	4/29/2019	2,000,000	1,998,500	1,995,054	3134G7S77
Federal Home Loan Bank	10/29/2020	1.75	4/29/2019	1,142,857	1,142,286	1,140,176	3130A6KG1
Federal Home Loan Mortgage Corp	4/28/2021	1.50	4/28/2021	2,000,000	2,000,000	1,968,244	3134G9AD9
Federal National Mortgage Association	5/28/2021	1.50	5/28/2019	2,000,000	1,926,880	1,961,046	3136G33W3
Federal Home Loan Mortgage Corp	6/28/2021	2.50	6/28/2019	2,000,000	2,000,000	2,002,326	3134GSQA6
Federal Home Loan Bank	8/24/2021	2.00	5/24/2019	2,000,000	2,000,000	1,983,482	3130A93A7
Federal Home Loan Bank	9/7/2021	1.50	6/7/2019	2,000,000	2,000,000	1,984,936	3130A94G3
Federal Home Loan Bank	10/28/2021	1.25	10/28/2019	2,000,000	1,987,000	1,974,876	3130A9S85
Federal Home Loan Mortgage Corp	11/4/2021	1.50	5/4/2019	1,500,000	1,500,000	1,491,738	3134GAVP6
Federal Home Loan Mortgage Corp	12/29/2021	1.75	6/29/2019	2,000,000	2,000,000	1,998,616	3134GBTY8
Federal Home Loan Mortgage Corp	1/26/2022	2.13	4/26/2019	2,000,000	2,000,000	1,989,690	3134GAT79
Federal Home Loan Mortgage Corp	4/27/2022	2.63	4/27/2022	2,000,000	2,026,400	2,023,080	3134GBHM7
Federal Home Loan Mortgage Corp	6/29/2022	2.13	6/29/2019	2,000,000	2,000,000	1,987,360	3134GBWY4
Federal Home Loan Bank	9/28/2023	3.15	9/28/2020	2,000,000	1,999,000	2,020,172	3130AEX54
Federal Home Loan Mortgage Corp	3/20/2024	2.80	9/20/2019	1,800,000	1,800,000	1,802,381	3134GS5R2
Federal Home Loan Mortgage Corp	3/27/2024	2.80	3/27/2020	2,000,000	2,000,000	2,003,212	3134GS6X8

Total Agency Investments

43,442,857	43,366,366	43,230,960
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Internation Bank for Reconstruction and Developme	3/15/2020	2.75	9/15/2019	2,000,000	2,000,000	2,006,356	45905UW75
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Total Supranationals

2,000,000	2,000,000	2,006,356
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**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
Walt Disney Company	5/30/2019	1.85	N/a	500,000	505,430	499,370	25468PDA1
Oracle	10/8/2019	2.25	N/a	500,000	512,440	498,554	68389XAX3
JP Morgan Chase & Co	10/22/2019	2.20	N/a	500,000	506,335	498,629	48127HAA7
US Bank Cincinnati	10/28/2019	2.13	N/a	500,000	502,535	498,642	90331HML4
General Electric Cap Corp	12/11/2019	2.10	N/a	500,000	511,285	496,495	36962G6P4
Costco	12/15/2019	1.70	N/a	500,000	499,510	496,855	22160KAF2
Cisco	1/15/2020	4.45	N/a	500,000	548,733	507,492	17275RAH5
Exxon	3/6/2020	1.91	N/a	500,000	508,480	497,053	30231GAG7
IBM	5/15/2020	1.63	N/a	500,000	490,433	494,665	459200HM6
Qualcomm Inc	5/20/2020	2.25	N/a	500,000	496,870	498,109	747525AD5
Cisco	6/15/2020	2.45	N/a	500,000	511,695	499,687	17275RAX0
Wal-Mart	7/8/2020	3.63	N/a	500,000	545,540	507,956	931142CU5
Wal-Mart	7/8/2020	3.63	N/a	500,000	540,835	507,956	931142CU5
Intel	7/29/2020	2.45	N/a	500,000	508,463	499,591	458140AQ3
Pfizer	8/12/2020	5.20	N/a	500,000	571,167	518,326	717081DR1
Ralph Lauren Corp	8/18/2020	2.63	N/a	500,000	502,865	499,387	751212AB7
Simon Property Group	9/1/2020	2.50	N/a	500,000	509,175	499,887	828807CU9
Automated Data Processing (ADP)	9/15/2020	2.25	N/a	500,000	507,140	497,450	053015AD5
Coca-Cola Co	10/27/2020	1.88	N/a	500,000	497,735	495,829	191216BT6
UPS	1/15/2021	3.13	N/a	1,000,000	1,042,770	1,012,912	911312AM8
Johnson & Johnson	5/15/2021	3.55	N/a	500,000	531,000	510,281	478160AZ7
Google	5/19/2021	3.63	N/a	1,000,000	1,069,370	1,022,451	02079KAA5
Caterpillar	8/9/2021	1.70	N/a	500,000	501,113	490,498	14912L6U0
Pepsico	10/6/2021	1.70	N/a	500,000	488,785	490,910	713448DL9
GE	10/17/2021	4.65	N/a	500,000	553,830	518,039	36962G5J9
JPMorgan Chase & Co	1/24/2022	4.50	N/a	500,000	535,990	523,424	46625HJD3
Apple (APPL)	2/9/2022	2.50	N/a	500,000	509,485	500,079	037833CM0
Costco	2/15/2022	2.25	N/a	500,000	499,745	499,158	22160KAH8
Chevron	3/3/2022	2.41	N/a	500,000	506,350	499,780	166764AT7
Pepsico	5/2/2022	2.25	N/a	500,000	504,250	497,803	713448DT2
IBM	9/8/2022	2.20	N/a	500,000	497,315	490,957	44932HAC7
JP Morgan Chase	9/23/2022	3.25	N/a	500,000	504,580	507,549	46625HJE1
Berkshire Hathaway	3/15/2023	2.75	N/a	500,000	501,445	503,730	084670BR8
Chevron	6/24/2023	3.19	N/a	1,000,000	1,013,720	1,024,806	166764H3
Toyota	9/20/2023	3.45	N/a	1,000,000	1,025,110	1,032,731	89236TFN0
Apple	2/9/2024	3.00	N/a	500,000	505,235	507,467	037833CG3
HSBC	2/20/2024	3.00	N/a	1,000,000	1,000,000	1,000,106	40435UGC2

Total Corporate Investments	21,000,000	21,566,758	21,144,606
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Total of LAIF Funds & Investments Detail	135,682,287
Check Total (Should be zero)	-

CASH ACCOUNTS as of 3/31/19

Bank Accounts with U.S. Bank	\$17,209,140
Petty Cash	\$2,778
Cash with Fiscal Agent	\$8,537,041
Funds Held By Section 115 Pension Trust	\$6,305,393

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	\$690,031
Prior Quarters Interest Earned - LAIF	\$514,534
Total Interest Received	\$1,204,565
Interest Received from January 1, 2019 to March 31, 2019	\$680,688
Total Fiscal Year-to-Date Interest Received	\$1,885,253

CITY OF WOODLAND
INVESTMENT REPORT

<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
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The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

**CITY OF WOODLAND
ACTIVITY REPORT**

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF	TREASURER			
01/01/19	Month Beginning Balance			45,241,027
01/15/19	Quarterly Interest	289,136		45,530,162
01/17/19	Deposit into LAIF	3,000,000		48,530,162
01/18/19	Deposit into LAIF	14,000,000		62,530,162
01/25/19	Deposit into LAIF	1,000,000		63,530,162
02/01/19	Deposit into LAIF	1,469,000		64,999,162
03/31/19	Month End Balance			64,999,162

Bonds and Other Investments

1/1/2019	BEGINNING BALANCE			69,647,007
1/7/2019	Matured Pepsico 713448CK2		511,715	69,135,292
1/15/2019	Matured Oracle 68389XAQ8		514,730	68,620,562
1/28/2019	Matured JP Morgan 46625HJR2		510,478	68,110,084
2/7/2019	Purchase JP Morgan Chase	504,580		68,614,664
2/7/2019	Purchase Chevron 166764H3	1,013,720		69,628,384
2/11/2019	Matured United Bankers 909557GP9		250,000	69,378,384
2/19/2019	Sold Apple 037833AQ3		513,105	68,865,279
2/19/2019	Sold Pfizer 717081DL4		506,585	68,358,694
2/20/2019	Purchase HSBC 40435UGC2	1,000,000		69,358,694
3/1/2019	Matured Cisco 17275RAR3		507,360	68,851,334
3/18/2019	Purchase Apple 037833CG3	505,235		69,356,569
3/18/2019	Purchase Berkshire Hathaway 084670BR8	501,445		69,858,014
3/18/2019	Purchase Toyota 89236TFN0	1,025,110		70,883,124
3/20/2019	Purchase FHLMC 3134GS5R2	1,800,000		72,683,124
3/27/2019	Purchase FHLMC 3134GS6X8	2,000,000		74,683,124
3/29/2019	Called FHLMC 3134GSGC3		2,000,000	72,683,124
3/29/2019	Called FHLMC 3134GSGT6		2,000,000	70,683,124
3/31/2019	Month End Balance			70,683,124

END OF MONTH TOTAL DEBITS

135,682,287

Check Total (Should be Zero)

-

Transactions w/LAIF	5
Purchase of New Bonds	8
Bonds Called	2
Purchase of New CD	0
CD Matured	1
Bonds Sold	2
Bonds Matured	5

<u>2009 Wastewater Revenue Bonds</u>				
Revenue fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Interest fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve fund	\$128.93	\$128.93	US Bank Mmkt 5 -Ct	\$0.03
<u>2014 Wastewater Revenue Bonds</u>				
Revenue fund	\$0.02	\$0.02	US Bank Mmkt 5 -Ct	\$0.01
Interest fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Rebate Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
<u>CFD - Gibson Ranch</u>				
Revenue fund	\$1,600.74	\$1,600.74	Cash Mgmt-1st Am Treasury	\$2.90
Interest fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Reserve fund	\$226,148.07	\$226,148.07	Cash Mgmt-1st Am Treasury	\$323.07
Redemption fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Sinking Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
<u>Spring Lake 2013</u>				
Special Tax Fund	\$19.77	\$19.77	Cash Mgmt-1st Am Govt Oblig	\$19.77
Interest Fund	\$27.77	\$27.77	Cash Mgmt-1st Am Govt Oblig	\$27.77
Principal Fund	\$0.24	\$0.24	Cash Mgmt-1st Am Govt Oblig	\$0.24
Reserve fund	\$2,157,721.29	\$2,157,721.29	Cash Mgmt-1st Am Govt Oblig	\$3,080.31
Prepayment Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Rebate Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
<u>Spring Lake 2016</u>				
Special Tax Fund	\$46.63	\$46.63	Cash Mgmt-1st Am Govt Oblig	\$46.63
Interest Fund	\$0.11	\$0.11	Cash Mgmt-1st Am Govt Oblig	\$0.11
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,129,560.28	\$1,129,560.28	Cash Mgmt-1st Am Govt Oblig	\$1,612.53
Proceeds Fund	\$0.19	\$0.19	Cash Mgmt-1st Am Govt Oblig	\$0.00
<u>Spring Lake 2019</u>				
Special Tax Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Interest Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,510,384.53	\$1,510,384.53	Cash Mgmt-1st Am Govt Oblig	\$2,156.56
Capitalized Interest Fund	\$1,644,222.26	\$1,644,222.26	Cash Mgmt-1st Am Govt Oblig	\$2,351.01
Proceeds Fund	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
<u>Water Revenue Bonds 2011</u>				
Revenue Fund	\$657.32	\$657.32	US Bank Mmkt 5 -Ct	\$14.48
Interest Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$1,324,577.50	\$1,324,577.50	US Bank Mmkt 5 -Ct	\$304.83
Redemption Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
<u>Safe Drinking Water State Revolving Fund 2014</u>				
Payment Fund	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve fund	\$138,487.50	\$138,487.50	US Bank Mmkt 5 -Ct	\$0.00
<u>ARRA 2011</u>				
Payment Fund	\$836.31	\$836.31	Cash Mgmt-1st Am Govt Oblig	\$255.96
Reserve fund	\$264,217.68	\$264,217.68	Cash Mgmt-1st Am Govt Oblig	\$377.19
<u>CDBG</u>				
Savings Account	<u>\$138,404.20</u>	<u>\$138,404.20</u>	<u>Bank of America - Quarterly Bank Statement</u>	
TOTAL	\$8,537,041.34			
Check Summary Total (Should be zero)	<u>\$0.00</u>			

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: I.7.
SUBJECT: Approve Professional Services Agreement for the North Regional Pond and Pump Station Project, CIP #17-21

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving a professional services agreement for the North Regional Pond and Pump Station project, CIP 17-21, with Environmental Science Associates (ESA) for environmental services in the amount of \$58,566 and approve a contingency of up to an additional 10% of the contract award amount (\$5,857).

Staff Contact:

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

Fiscal Impact:

The recommendation contained in this staff report would authorize a professional services contract of \$58,566 with a 10% contingency of \$5,857 for work associated with the North Regional Pond and Pump Station project. The project is funded entirely from the Spring Lake Infrastructure Storm Drain fund and is included in the approved Capital Budget.

The overall project budget for the North Regional Pond and Pump Station, CIP #17-21, is \$9,000,000 from the Spring Lake Infrastructure Storm Drain fund as authorized by City Council Resolution 7244 on March 19, 2019. The North Regional Pond and Pump Station project was approved for construction earlier this year and City staff expects construction to start as early as May 2019. The authorized project budget allotted sufficient funds for environmental services during construction. Per the City's Purchasing Policy, City staff is obtaining Council approval to enter into a professional services contract with ESA. Other items that make up the total project budget represent the amount allocated for project design, right of way, construction, and contingency costs.

There is no impact to the General Fund.

Background:

For the project, a Notice of Exemption from CEQA regulations was filed with the Yolo County Recorder December 12, 2018 on account of a Class 2 Categorical Exemption per §15302 for replacement and reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity of the structure replaced. A project Biological Resources Assessment has been conducted of the project footprint including a surrounding 25-foot buffer and has identified a list of "species of interest" covered under CEQA and/or the Yolo Habitat Conservation Plan/Natural Community Conservation Plan which will require Avoidance and Minimization Measures (AMMs) and pre-project surveys. Development of the site will not result in significant noise, air quality, or water quality impacts, or impacts to historic structures or resources.

On March 19, 2019, the City Council awarded a construction contract in the amount of \$6,674,875 to Myers & Sons Construction, LLC for the North Regional Pond and Pump Station, CIP 17-21.

Discussion:

The City sought Request for Qualifications for On-Call Environmental Services in August of 2018 and received eighteen submittals. On August 24, 2018, the City selected fourteen of the firms to be on the City's on-call environmental services list. City staff has selected ESA from the approved list of firms for the North Regional Pond and Pump Station environmental work.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving a professional services agreement for the North Regional Pond and Pump Station project, CIP 17-21, with Environmental Science Associates (ESA) for environmental services in the amount of \$58,566 and approve a contingency of up to an additional 10% of the contract award amount (\$5,857).

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
2. Contract

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE NORTH REGIONAL POND AND PUMP STATION PROJECT, CIP 17-21

WHEREAS, the City wishes to enter into a professional service agreement with Environmental Science Associates (ESA) for the North Regional Pond and Pump Station Project, CIP 17-21 (the “Agreement”), for an amount of \$58,566; and

WHEREAS, the City of Woodland approved the 2017/18 Capital Budget and included CIP 17-21 as part of the Capital Budget (the “Project”); and

WHEREAS, the City has identified the North Regional Pond and Pump Station (the “Project”) to be a priority; and

WHEREAS, the City wishes to approve a contract contingency of up to 10% (\$5,857); and

WHEREAS, ESA was selected through a quality based selection process; and

WHEREAS, ESA is experienced in the environmental consulting, surveying, and monitoring requirements of construction projects in sensitive natural communities; and

WHEREAS, ESA staff biologists are certified by the Yolo Habitat Conservancy (YHC) as Yolo Habitat Conservancy Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) qualified biologists; and

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

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

Section 1. The City Council hereby approves the Agreement between the City and Environmental Science Associates (ESA) for an amount of \$58,566 with contingencies up to 10% (\$5,857). The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. Copies of the Professional Services Agreement for Environmental Services are available and on file in the City Clerk’s office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 14th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL
ENVIRONMENTAL SERVICES**

CM #	
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This Agreement is made and entered into this 14th day of May, 2019 by and between the City of Woodland, a California municipal corporation (“City”) and Environmental Science Associates (ESA), a Corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

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

C. City desires to engage Consultant to render such services for the North Regional Pond and Pump Station, CIP 17-21, project (“Project”) as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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

1.2 Term. The term of this Agreement shall be from May 14, 2019 to May 14, 2021, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties

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

2. SCHEDULE OF SERVICES.

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

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

2.3 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the City and Consultant (“Performance Milestones”).

3. FEES AND PAYMENTS.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed Fifty-Eight Thousand Five Hundred and Sixty-Six Dollars (\$58,566) without written approval of the City Manager. Consultant shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

4. CHANGES.

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

5. RESPONSIBILITIES OF CONSULTANT.

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

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

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

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

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

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

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

5.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and

procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

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

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

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

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

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

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

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

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an

extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

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

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

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

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

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

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

8. ACCOUNTING RECORDS.

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

9. SUBCONTRACTING.

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

10. TERMINATION OF AGREEMENT.

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

before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

11. GENERAL PROVISIONS

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

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Chris Fong, Community Development Department

Consultant:

ESA / Environmental Science Associates
2600 Capitol Avenue, Suite 200
Sacramento, CA 95816
Attn: Erich Fischer

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

11.2 Indemnification.

11.2.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including

wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

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

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

to Consultant's compliance with the requirements provided for in Section 11.3 or any of its sub-sections.

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

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

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

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

11.5 California Labor Code Requirements.

11.5.1 Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

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

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

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

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

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

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

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

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any

prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

ENVIRONMENTAL SCIENCE ASSOCIATES
(ESA)

By: _____
Paul Navazio
City Manager

By: _____
Erich Fischer
Senior Vice President

EXHIBIT “A”

SCOPE OF SERVICES

The scope of work and cost estimate for preconstruction surveys and monitoring requirements associated with the avoidance and mitigation measures (AMMs) specific to the project, as specified in Attachment 9 of the Yolo HCP/NCCP Form for Public Projects, submittal date of March 4, 2019.

The project site is located at 38° 40' 15.402" North, 121° 42' 42.294" West. The 13.64-acre project site includes the 1.99-acre project footprint and a surrounding 50- or 10-foot buffer, as specified for the Yolo HCP/NCCP, and includes temporary staging areas and an access road. ESA understands that the project includes 4 separate elements in 4 distinct locations and that work may be done at different times.

The following measures do not require biological services for AMM implementation and are therefore excluded from our scope:

- AMM 1 Implementation – proposed improvements would not encroach further into Foothill Valley Riparian habitat.
- AMM 5 Implementation – The spread of dust from work sites to natural communities would be implemented through Best Management Practices associated with the project by the construction crew.
- AMM-8 Implementation – Proposed improvements will be constructed within an existing City storm drainage facility and staging will occur within disturbed/developed lands so no surveys for sensitive natural habitats would be required in new areas of potential impacts.

Scope of Work

Task 1 –Exclusion Fencing Placement (AMM 3 Implementation)

Qualified ESA biologists will place flagging in locations for crew members to install temporary construction exclusion fencing to prevent inadvertent encroachment/impacts to the valley foothill riparian habitat. ESA will check the temporary fencing on a monthly basis throughout the duration of the project to ensure that it remains intact. ESA will prepare an inspection form as a template to document the work associated with Tasks 1 and 2. This task also satisfies AMM 9 Implementation and AMM 10 Implementation. ESA assumes up to 10 fence inspections.

Deliverables:

- *Inspection forms (electronic) to the City*

Task 2 – Oncall Qualified Biologist for Trapped Wildlife (AMM 4 Implementation)

A qualified ESA biologist will conduct site visits as needed to remove and release any wildlife found trapped in open holes or trenches during routine inspections conducted by crew members. This scope assumes up to 20 hours of on-call biological work to address trapped wildlife.

Deliverables:

- *Inspection forms (electronic) to the City*

Task 3 – Worker Awareness Training (AMM 6 Implementation)

A qualified ESA biologist will present a worker environmental training program (WEAP) in a pre-recorded video presentation approved by the Conservancy. The training will provide education regarding sensitive natural communities and covered species and their habitats, the need to avoid adverse effects, state and federal protection, and the legal implications of violating the federal Endangered Species Act and NCCPA permits. Species will include: California tiger salamander, giant garter snake, western pond turtle, and migratory birds and birds of prey including Swainson's hawk, white-tailed kite, burrowing owl, and tricolored blackbird. Non-listed plants will also be included if any are found during the botanical surveys (refer to Task 4). This task assumes that the presentation will be provided to crew members in lieu of in-person WEAP trainings.

Deliverables:

- *WEAP video (digital format) to the City*

Task 4 –Preconstruction Special Status Plant Surveys (AMM 11 – Minimize Take and Adverse Effects on Palmate-Bracted Bird's Beak)

Qualified ESA biologists/botanists will survey the project site for palmate-bracted bird's beak consistent with CDFW's 2009 guidelines. A total of 2 botanical surveys (one in May and one in June) will be conducted to satisfy the blooming periods for palmate-bracted bird's beak and the 12 non-listed potentially occurring special status plants. The results will be provided in a letter report within 14 days of the final survey. This task assumes that no special-status plants will be found since the project site is within an existing facility or on disturbed/developed lands. If non-listed plants are found during the botanical inventories, an avoidance and mitigation plan is required. ESA can prepare this plan if needed on a time-and-materials basis.

Deliverables:

- *Letter report (electronic) to the City*

Task 5 – Preconstruction Western Pond Turtle Surveys (AMM 14 – Minimize Take and Adverse Effects on Habitat of Western Pond Turtle)

Qualified ESA biologists will conduct preconstruction surveys for western pond turtle within 14 days prior to ground disturbing activities, including vegetation clearing and grading activities. This task assumes that there is a high likelihood of western pond turtle nests within the disturbance area since this species was observed during surveys (Foothill Associates, 2019). Therefore, qualified ESA biologists will monitor all initial ground disturbing activity for turtle nests that may be unearthed from the disturbance and will move any turtles, eggs, or hatchlings out of harm's way, if present. If construction does not commence within 14 days, or halts for more than 14 days, an additional survey is required prior to starting work. The results of the preconstruction surveys and monitoring will be documented in a letter report within 14 days of the monitoring. This scope assumes up to 4 preconstruction surveys and up to 10 days of monitoring for initial ground disturbance associated with the 4 distinct locations.

Deliverables:

- *Letter report (electronic) to the City*

Task 6 –Giant Garter Snake Clearance Surveys (AMM 15 – Minimize Take and Adverse Effects on Habitat of Giant Garter Snake)

ESA qualified biologists will conduct clearance surveys for giant garter snake using USFWS (1997) protocol within 24 hours prior to construction activities. If construction activities stop for 14 days or more, another preconstruction survey will be required within 24 hours of resuming construction activities. The results of the survey will be documented in a letter report within 14 days of the clearance survey. ESA assumes up to 6 days of clearance surveys: 4 days associated with the 4 distinct locations and 2 additional days in the event that

construction lapses for more than 14 days. If needed, a relocation plan may also be prepared on a time-and-materials basis.

Deliverables:

- *Four letter reports (electronic) to the City*

Task 7 – Preconstruction Swainson’s Hawk and White-Tailed Kite Surveys (AMM 16 – Minimize Take and Adverse Effects on Swainson’s Hawk and White-Tailed Kite)

If construction is proposed to commence anytime during March 15 and August 30, ESA biologists will conduct protocol-level preconstruction surveys during the 2 recommended survey periods for the nesting season that coincide with the commencement of construction activities, in accordance with the Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley (Recommended Timing) (Swainson’s Hawk Technical Advisory Committee, 2000). The Recommended Timing states that surveys should be complete for at least 2 survey periods immediately prior to the project’s initiation. Survey periods include: 1) January through March 20 (all day); 2) March 20 to April 5 (sunrise to 10 am and 4 pm to sunset); 3) April 5 to April 20 (sunrise to 12 pm or 4:30 pm to sunset); and 4) April 21 to June 10, but only for monitoring known nest sites observed during previous survey periods. ESA assumes that no active Swainson’s hawk or white-tailed kite nests will occur in trees proposed for removal or pruning. ESA could provide agency coordination in the event that an active nest occurs within 1,320 feet of construction and a reduced buffer is necessary following receipt of a contract modification. ESA assumes that the 2 surveys will be sufficient to cover all 4 distinct locations. If additional consultation or monitoring is required, these services may be provided on a time-and-materials basis.

Deliverables:

- *Letter report (electronic) to the City following final survey for submittal to the Conservancy and the CDFW*

Task 8 – Preconstruction Western Burrowing Owl Surveys (AMM 18 – Minimize Take and Adverse Effects on Habitat of Western Burrowing Owl)

Qualified ESA biologists will conduct 4 surveys to verify presence or absence of burrowing owls within 500 feet around the project site, where access is permitted, in accordance with the CDFW’s 2012 Staff Report on Burrowing Owl Mitigation (2012 Staff Report). One survey will be conducted between February 15 and April 15 and 3 surveys will be conducted between April 15 and July 15, spaced at least 3 weeks apart. The results of the final survey will be documented in a letter report within 14 days of the final survey. In addition, ESA will conduct preconstruction surveys within 24 hours prior to start of ground disturbing activities. The results of the preconstruction surveys will be documented in a letter report. This task assumes that no burrowing owls will be

observed within 500 feet of the project footprint. If burrowing owls are observed within 500 feet, an Avoidance, Minimization, and Monitoring Plan is required or if an active nest is identified within the footprint and would be destroyed, a Mitigation Plan is required. ESA can conduct this work on a time-and-materials basis if required. ESA assumes 4 days of surveys during the recommended timing and up to 4 days of preconstruction surveys within the 4 distinct locations.

Deliverables:

- *One letter report (electronic) documenting the 4 surveys within the recommended timing to the City*
- *Four letter reports (electronic) documenting the preconstruction surveys to the City*

Task 9 – Tricolored Blackbird Visual Surveys (AMM 21 – Minimize Take and Adverse Effects on Habitat of Tricolored Blackbird)

Qualified ESA biologists will check records maintained by the Conservancy to determine if tricolored blackbird nesting colonies have been active in or within 1,320 feet of the project footprint during the previous 5 years. If no records occur, ESA will conduct visual surveys to determine if an active colony is present between March 1 and July 30. This task assumes that no active colony is present within the last 5 years or based on positive survey findings within 1,320 feet of the project footprint. Coordination with the Conservancy, USFWS, and CDFW is required to request a reduced buffer if a nesting colony is observed within the 1,320 foot buffer. If required, ESA can provide these additional services on a time-and-materials basis.

Deliverables:

- *Letter report (electronic) to the City*

General Assumptions:

- Any biological work will be performed by qualified biologists approved by Yolo HCP/NCCP.
- ESA scoped the maximum number of preconstruction surveys required by species and project elements. ESA will combine surveys where feasible. It is assumed that these surveys will not result in new species detections where noted.
- ESA assumes that ground-breaking activities would commence as early as May 1, 2019.
- Surveys will be conducted within the constraints of the project schedule.
- The City will provide ESA with access to the project site.
- The City will provide ESA with updated schedules within 5 days prior to modification of work activities.

EXHIBIT “B”

SCHEDULE OF SERVICES

All of the dates are based on receipt of signed contract anticipated to occur on May 14. It looks like all of the surveys requiring windows could be completed by June 4 (these are in bold). Other preconstruction surveys would need to be coordinated with the foreman based on the anticipated start date.

Task 1 – Fencing can be installed around the valley foothill riparian habitat any time prior to construction.

Task 2-n/a – no time constraint for the on-call biologist.

Task 3-Worker Awareness Training-can be done any time prior to the start of construction.

Task 4-Plant Surveys-one in May and one in June.

Task 5-Western Pond Turtle Preconstruction Surveys-any time within 14 days prior to start of vegetation clearing and grading activities.

Task 6-Giant Garter Snake – within 24 hours prior to start of construction.

Task 7-Swainson’s Hawk and White-Tailed Kite Preconstruction Surveys. Requires 2 surveys in two different windows. Unfortunately Foothill conducted surveys in November and December 2018, which were outside the recommended survey periods. We miss the recommended survey windows except for the April 21 to July 15; however, this period recommends monitoring of previously known nest sites. I think we should still do two surveys and explain that we were not under contract during the prior survey windows. These surveys could be done by or within a few days of June 4.

Task 8-Burrowing Owl Preconstruction Surveys: conduct up to 4 surveys a minimum of 7 days apart. Surveys could be done by or within a few days of June 4.

Task 9-n/a- Tricolored Blackbird Habitat Surveys-can be conducted any time between March 1 and July 30.

EXHIBIT “C”

COMPENSATION

Environmental Science Associates & Subsidiaries 2019 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	265	280	300
Director	210	225	240
Managing Associate	175	190	205
Senior Associate	150	160	170
Associate	105	125	135
Project Technicians	85	100	120

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

Article I. A. Travel Expenses

- 1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.15
- 2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

Article II. B. Communications and Project Support Fee

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below, including document retention, delivery and communications. Project labor charges multiplied by 3%.

Article III. C. Printing/Reproduction Rates

Item	Rate/Page	Sample Pricing
Black & White – 8.5 x 11	\$0.10	
Black & White – 11 x 17	\$0.20	
Color – 8.5 x 11	\$0.40	
Color – 11 x 17	\$0.70	
B&W – Plotter (Toner – ECO Quality)	\$0.40/sf	24x36 B/W CAD drawing would cost \$2.40 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.00/sf	24x36 B/W CAD drawing would cost \$6.00 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.00/sf	24x36 Color Drawing would cost \$12 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$4.00/sf	24x36 Color Drawing would cost \$24 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

Article IV. D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Noise Meter	100		
Hydroacoustic Noise Monitoring Equipment	150		
Electrofischer	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Hypsometer (Nikon)	20		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	125	500	
Spot Light	30		
Spotting Scope	50	200	
Topographic Survey Equipment:			
Auto Level	40		
Total Station	200	600	

Item	Rate/Day	Rate/Week	Rate/Month
DJI Quad Drone	300	1,200	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
iPad/Android Tablet + 1m GNSS External Sensor (Trimble R1, Bad Elf)	75	350	900
iPad/Android Tablet only (includes Garmin Glo external sensor)	50	225	600
Laser Level	60		
Garmin GPS or equivalent	25		250
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 350
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
Logging Water Level - Pressure Transducer	10	30	100
Logging Barometric Pressure Logger	5	15	50
Well Probe / Water Level Meter	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
Logging Conductivity/Water Level Recorder	20	60	200
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
HOB0 Salinity Gauge			125
Water Quality Sonde			800
YSI 650 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Guelph Permeameter	50	200	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14' Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe/Kayak	30	120	
20' Lowe Boat w/115 HP Outboard	300	1,500	
17' Boston Whaler w/ 90 HP Outboard	300	1,500	

^a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: I.8.
SUBJECT: Award Construction Contract for the WPCF Pond 8 Biosolids Drying and Removal, CIP 19-24, and Appropriate Project Funding

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

- 1.) Award a construction contract with Ariza Construction Inc. for construction services in the amount of \$397,000 for the WPCF Pond 8 Biosolids Drying and Removal Project, CIP 19-24 and approve construction contract change order(s) for construction contingencies of up to an additional 25% of the contract award amount (\$99,250).
- 2.) Approve the reallocation of \$520,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 8 Biosolids Drying and Removal, CIP 19-24.

Staff Contact

Matt Cohen, Senior Engineering Assistant, (530) 661-5973, matt.cohen@cityofwoodland.org

Fiscal Impact

The WPCF Biosolids Project, CIP #10-11 was approved by Council on June 19, 2018 with a budget of \$5,489,000 and a current balance of approximately \$675,000. The funding source is the Sewer Enterprise Fund.

The estimated total project cost for the drying and hauling work is approximately \$520,000 including construction, construction contingency, inspection costs, design, and staff time. In addition to the construction work, the project also includes payment of tipping fees at the Yolo County Landfill, the tipping fees are estimated to be in the range of \$120,000 to \$150,000. The tipping fees are included in the total project cost.

There is no impact to the General Fund.

Background

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

Previous work has included removal of biosolids from Ponds #7, #9 and #10 along with improvements to the capping water distribution piping system.

The work in this project generally includes mechanically drying of the biosolids in Pond #8 and hauling to the Yolo County Landfill for use as daily cover. The Yolo County Landfill is the only authorized receiver of biosolids in Yolo County. The landfill charges a tipping fee of \$15.00/ton for biosolids. The quantity of biosolids stored in Pond #8 for drying and hauling is estimated at around 6,000 dry tons. The exact quantity cannot be determined until the drying work is completed.

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

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

The WPCF has a need to remove the biosolids from Pond #8 and prepare the pond to be ready to accept new biosolids and manage the current loading rate. Given the amount of accumulated biosolids in Pond #8 and the time required to permit land application, the only viable option is to dispose of the material at the landfill.

Discussion

The work for 2019 generally includes the drying and disposal of accumulated biosolids in Pond #8 at the WPCF.

The City advertised for bids on April 10, 2019. On April 30, 2019, the City received 2 bids in the amounts tabulated below:

CONTRACTOR BASE BID

- 1 Ariza Construction Inc. \$397,000
- 2 Santos Excavating Inc. \$486,240

The engineer's estimate for the project construction was \$450,000. Staff has performed due diligence in reviewing the bids. Ariza Construction Inc. has been determined to be the lowest responsive, responsible bidder and has complied with all technical submittal requirements.

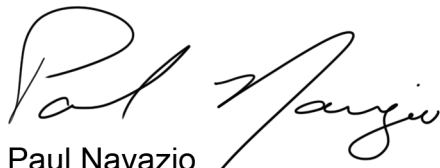
All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 150 working days for completion of the project. Staff anticipates completion of the project in the fall of 2019.

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

- 1.) Award a construction contract with Ariza Construction Inc. for construction services in the amount of \$397,000 for the WPCF Pond 8 Biosolids Drying and Removal Project, CIP 19-24 and approve construction contract change order(s) for construction contingencies of up to an additional 25% of the contract award amount (\$99,250).
- 2.) Approve the reallocation of \$520,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 8 Biosolids Drying and Removal, CIP 19-24.

Prepared by: Matt Cohen, Senior Engineering Assistant

Reviewed by: Brent Meyer, City Engineer



Paul Navazio
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONSTRUCTION CONTRACT FOR THE WPCF POND 8 BIOSOLIDS
DRYING AND REMOVAL PROJECT, CIP 19-24**

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on April 2, 2019. The City of Woodland advertised for bids on April 10, 2019; and

WHEREAS, on April 30, 2019 the City received 2 bids, and Ariza Construction Inc. was determined to be the lowest responsive, responsible bidder with a bid of \$397,000; and

WHEREAS, the City wishes to approve the reallocation of \$520,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 8 Biosolids Drying and Removal Project, CIP 19-24; and

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with Ariza Construction Inc. for CIP 19-24, WPCF Pond 8 Biosolids Drying and Removal Project for an amount of \$397,000.00, and the City Council wishes to authorize its execution through adoption of this resolution; and

WHEREAS, the City wishes to have a construction contingency of up to 25% of the construction contract amount (\$99,250).

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

Section 1. The City Council hereby approves the reallocation of \$520,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 8 Biosolids Drying and Removal Project, CIP 19-24.

Section 2. The City Council hereby approves the Construction Contract with Ariza Construction Inc. in the amount of \$397,000 and approves a twenty-five (25%) percent construction contingency in the amount of \$99,250. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 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.

PASSED AND ADOPTED this 14th day of May 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: Special City Council Meeting
DATE: May 14, 2019
ITEM #: I.9.
SUBJECT: Appropriate funding for the SR 113/CR 25A Interchange Modifications Project, CIP #20-05

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, SR 113/CR 25A Interchange Modifications Project, CIP #20-05; and 2) Appropriate \$235,000 from fund 681 – SLIF Roads to the SR 113/CR 25A Interchange Modifications Project, CIP #20-05 in FY 19.

Staff Contact:

Brent Meyer, City Engineer, (530) 661-5947, Brent.meyer@cityofwoodland.org

Fiscal Impact:

The funding allocated within this Council item will fund the project design and staff management costs. The project design is funded from the Spring Lake Infrastructure Fund (SLIF). Staff will return to Council when the project design is complete. At that time, staff will have a construction estimate and a plan for construction funding. It is anticipated that SLIF funding will be used to pay for project construction with future cost participation from the Woodland Research and Technology Park Specific Plan.

Background/Discussion:

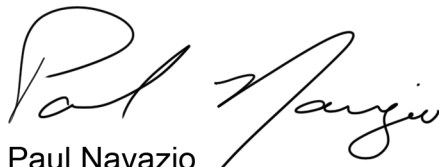
The contract for this project was approved on April 16, 2019. However, the project funding appropriation was not included in the resolution. Staff is returning to Council to approve the funding and the creation of the capital project.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to 1) Create a new capital project, SR 113/CR 25A Interchange Modifications Project, CIP #20-05; and 2) Appropriate \$235,000 from fund 681 – SLIF Roads to the SR 113/CR 25A Interchange Modifications Project, CIP #20-05 in FY 19

Prepared by: Brent Meyer, City Engineer

Reviewed by: Ken Hiatt, Assistant City Manager


Paul Navazio
City Manager

Attachments:

1. Resolution - SR 113-CR 25A funding allocation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE APPROPRIATION OF SLIF ROADS FUNDING TO THE SR
113/CR25A INTERCHANGE MODIFICATIONS PROJECT, CIP #20-05**

WHEREAS, on June 6, 2017, the City of Woodland (“City”) authorized City staff to proceed with preparation of the Woodland Research and Technology Park Specific Plan (“Specific Plan”) as proposed by the Woodland Research and Technology Group (“Applicant”) (PLNG17-00017) ; and

WHEREAS, On May 15, 2018, the City Council Approved a Professional Engineering Services agreement with Mark Thomas in an amount of \$153,769, whereby Consultant agreed to provide professional engineering design and consulting services for the Woodland Research and Technology Park Parkland Overcrossing and State Route 113 and County Road 25A (SR113/Rd25A) Interchange Project Study Report/Project Development Study (PSR/PDS) project; and

WHEREAS, On July 5, 2018, the City Manager executed a Contract Amendment (Amendment #1) to the Mark Thomas Professional Engineering Services Agreement for a reduced total compensation for the Project, not exceed \$144,377; and

WHEREAS, additional work is necessary to prepare a “SR113/CR25A Interchange” design for the construction of an interim improvement to the interchange. These improvements would allow additional development to occur in the Spring Lake Specific Plan and Woodland Research and Technology Park before the ultimate interchange improvements need to be constructed. The costs of the improvements are estimated to be less than \$1,000,000 and therefore could be approved using the Caltrans Encroachment Permit Process, rather than the more expensive and time-consuming Permit Engineering Evaluation Report (PEER) or standard Project Development Improvement (PID) process; and

WHEREAS, On April 16, 2019, the City Council authorized the City Manager to execute a consultant agreement for \$226,375 with Mark Thomas for the design of the SR 113/CR 25A Interchange Modifications Project, CIP #20-05; and

WHEREAS, this Contract will be funded by the SLIF Roads – Fund 681; and

WHEREAS, pursuant to CEQA Section 15162, the project improvement is consistent with the prior approved Environmental Impact Report (SCH #99022069, Turn of the Century EIR) for the Spring Lake Specific Plan certified on August 15, 2000.

WHEREAS, the City Council wishes to approve the appropriation of funding 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 creation of a new capital project, SR 113/CR 25A Interchange Modifications Project, CIP #20-05 and approves the funding appropriation of \$235,000 from SLIF Roads – Fund 681 to this same project.

PASSED AND ADOPTED this 14th day of May, 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: Special City Council Meeting
DATE: May 14, 2019
ITEM #: J.10.
SUBJECT: Urgency Resolution Extending for an Additional 30 days the Interim Development Impact (MPFP) Fees Approved in Resolution No. 7257

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____ extending for an Additional Thirty (30) Days the Interim Development Impact (MPFP) Fees Approved in Resolution No. 7257

Staff Contact:

Lynn Johnson, Senior Management Analyst, (530) 661-5979, lynn.johnson@cityofwoodland.org

Fiscal Impact:

The City's Major Projects Financing Plan and related Development Impact Fees ensure that new development pays its fair share for new infrastructure. The MPFP fees are one-time fees from new construction, collected from builders at building permit issuance.

As set forth in the Major Project Financing Plan Fee Program Nexus Study Update adopted April 16, 2019, some of the modified development impact fees will increase, and others will decrease. The City Council adopted interim fees by urgency resolution on April 16th, providing for a decrease in MPFP fees for infill and higher density residential projects, which should improve the feasibility of these types of residential projects. Extending the urgency resolution for an additional 30 days will allow these projects to proceed and deliver much needed housing diversity to the community.

City Council Goals:

Strengthen Downtown

- Continue efforts to enhance flexibility with regard to Code interpretations and fee structures for renovations of older downtown structures

Economic Development/Job Creation

- Ensure Woodland's development fees and processes are regionally competitive

Infrastructure

- Ensure that the City's physical infrastructure is planned, funded and maintained to provide for current and future community needs, in support of commercial, recreational and environmental requirements and standards, while managing the overall cost consistent with available resources.

Background:

On April 16, 2019, the City Council adopted Resolution No. 7256 approving modification of the Major Project Financing Plan (MPFP) Fees pursuant to the Major Projects Financing Plan Fee Program Nexus Study Update. However, Resolution No. 7256 will not go into effect until sixty (60) days after its adoption, on June 15, 2019. Therefore, at the April 16, 2019 meeting, the City Council adopted an urgency resolution, Resolution No. 7257, establishing interim development impact fees pursuant to Government Code Section 66017. The purpose of Resolution No. 7257 is to authorize certain interim development fees to be assessed until Resolution No. 7256 is in effect. Further action is now required to extend imposition of the interim development impact fees for an additional thirty (30) days.

Discussion:

Resolution No. 7257 will expire on May 16, 2019. Under Government Code section 66017, the City Council may adopt an urgency measure by a four-fifths vote as an interim authorization for a fee or charge, or increase a fee or charge, to protect the public health, welfare and safety. Upon adoption, the urgency resolution takes effect immediately and remains in effect for thirty (30) days. After notice and public hearing, the City Council may extend the interim urgency resolution for an additional thirty (30) days. An extension of the interim development impact fees set forth in Resolution No. 7257 is necessary to continue the interim development impact fees until the permanent fees become effective. The urgency resolution and any extension must be adopted by for-fifths vote of the City Council and will take effect on May 16, 2019.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____ extending for an Additional Thirty (30) Days the Interim Development Impact (MPFP) Fees Adopted in Resolution No. 7257.

Prepared By: Lynn Johnson, Senior Management Analyst

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



Paul Navazio
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**AN URGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND EXTENDING FOR AN ADDITIONAL THIRTY (30) DAYS THE
INTERIM DEVELOPMENT IMPACT FEES APPROVED BY RESOLUTION NO. 7257
BASED ON THE CITY OF WOODLAND 2019 MAJOR PROJECTS FINANCING PLAN
FEE PROGRAM NEXUS STUDY UPDATE**

WHEREAS, pursuant to Government Code Section 66017, on April 16, 2019, the City Council of the City of Woodland (“City”) adopted Resolution No. 7257, which established interim development impact fees based on the City of Woodland Major Project Financing Plan Fee Program Nexus Study, dated April 2019; and

WHEREAS, the City Council may further extend the Urgency Resolution for an additional 30 days following notice and a public hearing; and

WHEREAS, the City provided notice of the public hearing in the Daily Democrat, and the City Council held a public hearing on May 14, 2019, and provided an opportunity for anyone interested in the matter to be heard; and

WHEREAS, in adopting Resolution No. 7257, the City Council made findings, including that the City anticipates receiving a significant number of building permit applications as a result of the interim development impact fees and adopting the interim fees as an urgency measure would protect the public health, safety, and welfare by ensuring that all developers pay their fair share of the reasonable estimated costs of expanding or installing new public facilities, infrastructure, and services to mitigate the impacts of new development in the City and to avoid creating an unreasonable and substantial burden on the City’s General Fund; and

WHEREAS, the City Council also found that the interim MPFP fees provide for a decrease in the fees for smaller multifamily units within specific parts of the City and having these fees go into effect immediately for higher density infill projects would allow developers of the smaller units to begin construction right away, which the City Council highly desires; and

WHEREAS, because permanent development impact fees will not become effective until June 15, 2019, there exists an ongoing need for interim development impact fees for the preservation of the public health, safety, and welfare, and the need for an urgency resolution continues to exist, thus extension of the interim development impact fees set forth in Resolution No. 7257 for an additional 30 days is necessary.

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

Section 1. The City Council hereby extends the interim development impact fees approved by the City Council in Resolution No. 7257 for an additional thirty days. This Resolution shall go into effect on May 16, 2019 and be in effect until June 15, 2019.

Section 2. This Resolution is hereby declared to be an urgency measure and has been approved by at least a four-fifths vote of the City Council. This urgency resolution shall extend the interim development impact fees approved in Resolution No. 7257 for an additional thirty days and shall thereafter be of no further force and effect.

PASSED AND ADOPTED this 14th of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: K.11.
SUBJECT: Homeless Sub-committee Report

Recommendation for Action: Staff recommends that the City Council receive a status report on efforts to address homelessness, consistent with the city's adopted Homeless Action Plan and provide feedback and direction, as appropriate, related to current initiatives and next steps.

Staff Contact:

Paul Navzaio, City Manager, (530) 661-5800, paul.navazio@cityofwoodland.org

Fiscal Impact:

This is an informational report and, as such, there is no direct fiscal impact resulting from the report recommendations. At the same time, the various project and initiatives described in this report collectively represent a significant investment in funding and dedicated staff resources.

The current fiscal year budget fully-funds 3.0 FTE's (Social Services Manager and HOST Police Officers) who are dedicated to working on issues related to homelessness. The Council has also allocated an estimated \$200,000 in one-time funding to support efforts to address impacts of homelessness as well as serve the needs of our homeless population, including a pilot day-shelter, emergency winter shelter and cost-sharing for extended emergency shelter capacity. In addition, grant funding in the amount of \$680,000 has been secured and a city funding contribution of \$900,000 has been reserved in support of our pending state No Place Like Home grant application. If successful, the proposed project will also be supported by the dedication of city-owned land, with an estimated appraised value of \$740,000.

Additional funding is anticipated to be included in the upcoming FY2019/20 budget, pending feedback from the Council on specific initiatives described in this report.

Background:

This agenda item provides the Council with another periodic update on staff efforts to implement initiatives identified in the City's Homeless Action Plan. The plan, first presented in draft form to the Council on August 22, 2017, provides a framework to focus City efforts and resources on issues related to homelessness. Specifically, the Homeless Action Plan identifies specific issues and action items organized around three (overlapping) categories:

- 1) Managing issues and community impacts associated with homelessness,
- 2) Improving access to and expanding capacity of homeless services, and
- 3) Increasing the number of permanent housing units available to house homeless individuals and families

Consistent with emerging best practices, the City adopted a Housing First policy to align efforts with

California law that requires all State housing programs to adopt “housing first” policies, and with criteria being established by the U.S Department of Housing and Urban Development for federal funding to address homelessness on a national level. The primary goal of the Housing First approach is to re-focus resources toward housing programs with appropriate supportive services, and away from a focus on temporary and emergency shelters and in-field services.

The City Council last received a comprehensive update on homeless initiatives at its meeting of September 18, 2018. Council and community feedback from that meeting have served to guide efforts currently underway, and this report seeks to again provide an update on progress being made (as well as ongoing challenges), and serve as a check-in point for focusing city efforts going forward.

Discussion:

This report highlights the City’s ongoing efforts over the past months, in line with best practices, to increase permanent housing, expand service availability and capacity, and manage issues associated with homelessness. Staff invites Council questions during the session and requests feedback and input on the information presented:

- 1) Point-In-Time Homeless Count (Due out in late May)
- 2) Managing Issues related to Homelessness – HOST UPDATE
 - a. Homeless Camps
 - b. Referral to Services (including Multi-Disciplinary Team)
 - c. Coordination across Law Enforcement Agencies
 - d. Shopping Cart Program
- 3) Shelter Update
 - a. Extended Emergency Shelter (Old County Jail) project
 - b. City of Woodland Emergency Winter Shelter
 - c. Fourth & Hope Update
- 4) Housing Update
 - a. No Place Like Home Loan – status update / timeline
 - b. Tiny Homes Project Concept – Yolo County / Yolo Housing Authority
 - c. Woodland Opportunity Village (WOV) Update
 - d. Yolo Continuum of Care Collaborative (YCCC) Project
- 5) Homeless Governance Model for Yolo County
 - a. Yolo County Plan to Address Homelessness (NPLH) Jan 2019
 - b. 10-year Plan Commission
 - c. Potential countywide JPA

I. Point-In Time Homeless Count

The mandated 2019 Point-In-Time (PIT) Homeless Count took place in mid-January. Every two years, the U.S. Department of Housing and Urban Development (HUD) requires that communities receiving Federal funds from the McKinney-Vento Homeless Assistance Grants program to conduct a census of all individuals

experiencing homelessness in their region during one night at the end of January.

This extensive countywide effort to estimate the local homeless population provides a snapshot of nearly all individuals and families staying at emergency/transitional shelters in the county, as well as those sleeping outside, in tents, or vehicles, under bridges or in other places not meant for human habitation. In addition to fulfilling a HUD funding requirement, the PIT Count is a detailed and timely information source for local stakeholders and the broader community to assess the state of homelessness in their area.

Yolo County's Health and Human Services Agency allows each major city, in Yolo County, to take the lead on their city count and while in past years, Fourth & Hope has taken the lead in the count for Woodland, this year, for the first time, the City was the lead agency, under the direction of the Social Services Manager. Woodland plain clothes police officers conducted most of the surveys for unsheltered homeless and the "Survey 1, 2, 3" phone app used by officers proved valuable in predetermining location of camps and individuals prior to the PIT count date. There was also a request to set up three stations in areas well known and easily accessible to the homeless population in west, central and east locations of the City. These stations were staffed with Fourth & Hope employees.

A total of 25 staff and volunteers participated in the PIT count, including 11 WPD officers, 5 Yolo County Deputy Sheriffs, 6 Fourth & Hope staff, and 2 volunteers. This effort focused on identifying the number of unsheltered homeless individuals while Fourth & Hope coordinated the count for "sheltered" persons. By the end of the day 205 surveys were collected, however, this was prior to initial screening where duplicates, incomplete and "stopped surveys" were filtered out. Some of Woodland's initial numbers included rural and unincorporated areas. These surveys were added to a separate count, but were still included in overall County PIT data.

The final numbers for the City of Woodland were 241 homeless individuals with 78 "sheltered" and 163 "unsheltered" in Woodland.

TOTAL COUNT	Sheltered	Unsheltered	Total
Davis	65	118	183
Woodland	78	163	241
West Sacramento	102	85	187
Rural/Other Unincorporated	0	37	37
Total	245	403	648

The 2019 PIT Count reflects a significant increase in homeless individuals from the count performed in 2017, which reported a total of 131 homeless in Woodland, including 51 in the unsheltered category.

While this would suggest a large increase in the number of unsheltered homeless in the City of Woodland between 2017 and 2019, most observers believe that past PIT counts significantly under-reported the number of homeless.

Staff believes the 2019 homeless count to be a more accurate reflection of our homeless population and is the result of a much more organized, robust and comprehensive count, as compared to prior years. Moreover, with the creation of the City's Homeless Outreach Street Team 18 months ago, our Social Services Manager and WPD Officers have been consistently tracking between 250-275 homeless individuals. This data largely

corroborates the 2019 PIT Count for the City of Woodland.

Below is a summary of PIT data for Yolo County from 2009 through 2019:

Homeless Count Trends (2009 - 2019)							
	2009	2011	2013	2015	2017	2019	% Change '17 - '19
Davis	80	69	91	79	83	65	-22%
West Sacramento	29	19	39	87	87	102	17%
Woodland	93	117	146	138	80	78	-3%
Winters and Rural	0	0	0	0	0	0	
Sheltered	202	205	276	304	250	245	-2%
Davis	34	48	23	52	63	118	87%
West Sacramento	201	173	126	80	87	85	-2%
Woodland	52	34	40	54	51	163	220%
Winters and Rural	2	8	9	8	8	37	363%
Unsheltered	289	263	198	194	209	403	93%
Davis	114	117	114	131	146	183	25%
West Sacramento	230	192	165	167	174	187	7%
Woodland	145	151	186	192	131	241	84%
Winters and Rural	2	8	9	8	8	37	363%
Combined	491	468	474	498	459	648	41%

The final PIT Count report for Yolo County is scheduled to be released by the end of May and will include additional survey data such as demographic information, homeless status and health status of the surveyed population.

II. Managing Issues and Community Impacts Associated with Homelessness

A major focus of the adopted Homeless Action Plan include initiatives aimed at managing the impacts of homelessness on the community. The primary initiative in this area has been the establishment of the City's Homeless Outreach Services Team (HOST) consisting of two police officers and a police sergeant. In addition to focusing on street-level homeless issues, HOST is also helping to ensure coordination of efforts across all City departments related to managing homeless issues. Some HOST efforts are described below.

Homeless Camps

The HOST police officers have made progress in reducing the number of larger camps over the past year. The camps are smaller now because HOST engaged these individuals faster. This engagement consisted of taking people to services, enforcement actions, and camp clean ups. Unfortunately, the rousted occupants often just relocated to new areas because of the inadequate transitional housing or permanent supportive housing for this population. Over the last year, staff has learned that merely arresting individuals will not solve issues related to

homeless camping. Solving homeless camping is a multi-faceted problem including an overwhelming lack of affordable housing, affordable mental health care, and affordable drug treatment programs, further impacted by current laws that place people into conservator-ship, drug treatment, and into jail.

Referral to Services (incl. Multi-disciplinary Team)

HOST has been working collaboratively with all the members of the Multi-disciplinary Team (MDT): Social Services, Mental Health, Yolo County District Attorney, Health and Human Services and a variety of others. HOST attempts to get people to their medical and legal appointments. HOST identifies creative solutions to assist the highest risk population resulting in both successes and some failures.

Coordination across Law Enforcement Agencies

HOST continues to assist and ask for assistance from the Yolo County Sheriff's Office, West Sacramento Police Department, Davis Police Department, California Highway Patrol, Yolo County Probation, CDCR Parole and the Yolo County District Attorney. The activities we partner on range from camp clean ups to searching for people. Although not a law enforcement agency, we have continued to have a good working relationship with Caltrans who have been instrumental in some of the camp clean ups. Because we have found that this population drifts back and forth between all of the jurisdictions in Yolo County, working collaboratively with these other agencies has proven to be very beneficial as well as efficient.

Shopping Carts

The updated Shopping Cart ordinance approved by the City Council enables the recovery of abandoned carts within the City limits and imposes a retrieval fee to the identified owners for the collection and storage of their carts. The Public Works Department engaged in a pilot project to collect carts and create a database on the number of carts collected and their ownership.

To do so, Public Works contracted with a shopping cart retrieval company (CarTrac) to recover, identify and return to the owners carts left along our roadways and in public lots at a cost of \$5 per cart. During the months of January, February and March a total of 314 carts were retrieved by CarTrac, of which 76 were paid for by the City at a cost of \$380. The rest were paid for by stores who also contract with this company. Over these first 3 months the number of carts collected that the City has been obligated to pay steadily declined from 56 in January to 16 in February and 4 in March; a trend we hope will continue.

All in all, this project has been a success, fewer abandoned carts are lining our streets and we have a mechanism in place to track retrieved carts and recoup City expenditures if need be. As such, we would like to continue on with this project and reevaluate its success annually.

Employment Project for those Living Homeless

In late March the City initiated a pilot project, in collaboration with Yolo Community Care Continuum (YCCC), to employ 4-6 homeless individuals to assist with cleaning and trash pick-up in selected city parks. The individuals selected for the program exhibit stability, internal motivation and an expressed desire to change their situation. The employees are provided a work schedule 2-3 days per week, are paid a minimum wage and have all secured a CA ID and Social Security card. Initial results suggest a promising start to this program.

III. Shelter Update

A second, critically important element of the Homeless Action Plan is exploring means to enhance access, availability and capacity of services to meet the needs of homeless individuals and families. These efforts require that the City focus on coordinating with Yolo County Health and Human Services Agency and community-based service providers – both non-profit and faith-based – as the City does not directly provide social services. The City has been significantly aided by the addition of our new Social Services Manager, who officially came on board within the last eight months.

Extended Shelter Collaborative

The “Extended Shelter” came together quickly to address the 4th and Court County parking lot residents whom began congregating and camping there in late September. The City Social Services Manager recorded a rise from 16 to 45 people. The City, County, Fourth & Hope and with the input of the Housing Authority and Environmental Health, addressed the rising health and safety hazards that manifested in and around the parking lot from its occupants. In a short period of time, the residents in the lot were notified and asked to vacate within 72 hours, with support and services provided. They were offered temporary Shelter indoors and the first 30 who opted into Program, the potential of housing vouchers. Although the Extended Shelter initially housed the parking lot residents, the now more streamlined structure serves as overflow for the main Shelter. Despite a bed capacity of 30, most nights they are under half filled.

This location allowed residents with pets and has reduced barriers which prevented some of them from staying indoors. The program connected services to all people that chose to stay there including attaining an ID, birth certificate, social security cards, medical and GA. Others were connected to psychiatric services, drug treatment screenings and social security benefits. One program participant has secured part time employment.

Highlights:

- Mother and adult daughter have been housed
- All are receiving medical treatment
- All have been connected to a case manager
- Quick turnover of beds, if a client fails to show

Identified Gaps:

- Hours of availability to see Case Manager
- Storage limitations
- Parking lot still draws attention due to parked cars, proximity to food and showers at Fourth & Hope

City of Woodland Emergency Winter Shelter

The shelter ran for an eight-week period starting on January 6, 2019. Housed at St. Luke’s Episcopal Church, the shelter provided overnight shelter, snacks, and activities for four families and 27 single women. Availability of the shelter allowed Fourth & Hope to use the family shelter area (dining hall) at the Yolo Wayfarer Center emergency shelter to house up to 16 single men each evening and provide services for these individuals who would otherwise be unsheltered. The St. Luke’s emergency shelter operation relied extensively on volunteers as more than 124 volunteers from at least 13 area churches and organizations

contributed in excess of 1,270 hours to support the shelter. In addition, Fourth & Hope provided overnight staffing for the shelter and Yolo County covered this cost through its CalWorks Housing allocation.

Fourth & Hope Update

Fourth & Hope was awarded \$112,000 in Community Development Block Grant funds for the 2017/18 and 2016/17 program years to construct improvements at the emergency shelter. The work will include rehabilitation of the restrooms, repairs to the laundry room, and changes to the office area to accommodate a caretaker's living space. A significant portion of the proposed work is required whether the emergency shelter continues to operate at its current location or moves to a new site. In particular, the restrooms and laundry room are in need of near-term rehabilitation as these areas have received extensive use by clients since the shelter opened in 2006.

IV. Housing Update

With the goal of increasing affordable housing, in 2015 the City adopted the Housing First policy – an acknowledged national best-practice that puts housing at the forefront of efforts to address homelessness. Previously, policy and funding aimed at homelessness focused primarily on services and emergency shelters, as well as mental health and addiction services, training and job placement. It is now widely accepted that housing must be the focus of efforts to address homelessness. Mental health services, drug treatment and job placements are largely unsuccessful for individuals struggling to survive on the street.

Last year, the City applied for a grant from Partnership HealthPlan in an effort to initiate a Housing First project in the City of Woodland. The granting agency re-affirmed that funding must be in support of developing permanent supportive housing units rather than transitional or temporary housing.

No Place Like Home – East Beamer Way Project

Staff believes a pending loan application submitted for the initial round of No Place Like Home funding presents the best opportunity to help fund the construction of needed housing for our homeless residents. This innovative project represents a system transformation with five separate components that will add 192 beds for those who are unhoused or unstably housed in the City of Woodland. The system transformation includes:

- building 61 tiny homes, relocating and increasing the emergency shelter for 100 adults;
- relocating and increasing Walter's House, the substance abuse treatment facility for 60 adults;
- back-filling the current emergency shelter as a Sober Living House for 22 unhoused adults leaving Walter's House; and
- back-filling the current Walter's House with up to 15 families who need Bridge Housing.

61 Tiny Houses (Permanent Supportive Housing) - a development of one and two-bedroom micro-dwellings that house at least 75 individuals and families who are currently unhoused, unstably housed or otherwise challenged in meeting market rate rental costs. Half of the tiny homes will house those with chronic mental illness. Services will be provided by the County, Fourth & Hope, and Woodland Opportunity Village. Each fully equipped micro-house will meet federal and state housing standards. The new manufactured homes, built off-site to reduce costs and allow production year-round, will include solar-powered energy.

Walter's House - a drug and alcohol treatment center currently located in downtown Woodland, will relocate to the new campus and will expand its capacity from 40 beds to 54 beds to meet demand. Just recently, Walter's

House was certified to receive MediCal funding for its comprehensive clinical programs, effective this past July. Round-the-clock on-site resident coverage will continue at the new location.

Fourth & Hope Shelter - the only year-round shelter in Yolo County, will also relocate to the new campus, expanding its capacity from 65 men, women, and children to 100 men and women. This facility now houses 24 men and 24 women in two rooms, with families sleeping in a multi-purpose room that doubles as a cafeteria during the day. The demand for shelter in Yolo County far outweighs available beds, leaving individuals routinely unsheltered and vulnerable.

Bridge Family Housing - will be sited at the current Walter's House. This facility has the capacity to house 11 to 15 families, with sleeping quarters and a bathroom designated for each family, a major improvement over sharing one large room with other families in a general shelter serving many individuals. This bridge family housing will be eligible to receive funding from the State funded CalWORKS Housing Support Program. The re-purposing of this facility to serve families minimizes the trauma of homelessness by allowing families a space to call their own, provides children with consistency about where they will be sleeping each night, lessens the disruption with getting them to school, and expedites their return to permanent housing.

Sober Living House - will be sited at the current Fourth & Hope Shelter serving as a resource for 22 individuals who are unhoused, after completing the Walter's House program.

NPLH Loan Application and Funding

On January 30, Yolo County, on behalf of Friends of the Mission and its partners, submitted the No Place Like Home Application (NPLH) for the East Beamer Way project to the State Department of Housing and Community Development (DHCD). The NPLH request of \$4,849,000 will fund construction of 29 of the 61 manufactured housing units to be sited on approximately 5.5 acres of the 128 acre city-owned property on East Beamer and County Road 102.

The Woodland Collaborative comprised of the project partners (Friends of the Mission, Fourth & Hope, Woodland Opportunity Village, and the City of Woodland) requested \$5 million in construction funding for the remaining 31 units from the Yocha Dehe Wintun Nation and the Sutter Health Getting to Zero Initiative, each with a request of \$2.5 million from their respective foundations. The Collaborative hosted a meeting with representatives from both potential funding partners on February 15. Mayor Rodriguez represented the City Council. We learned on May 7 that Yocha Dehe will not fund our request this year, so the Collaborative immediately began to identify other sources of funding for East Beamer Way.

In addition, project partners have applied for a \$610,000 grant from the Affordable Housing Program with Tri-Counties Bank as our banking partner. We have yet to hear whether our project will receive this grant.

DHCD notified Friends of the Mission that the East Beamer Way proposal has successfully moved through the first two rounds of program review, with one additional project feasibility review remaining. Friends of the Mission expects to hear whether the proposal has met DHCD standards within the next month.

Over the past three months, the Collaborative has continued to move forward. Friends of the Mission has submitted applications to the Yolo Federal Credit Union and the Northern California Loan Fund for a bridge construction loan. Partners are also identifying individuals for the position of construction manager.

Additional Tiny Home Project Concepts

Woodland Opportunity Village (WOV) - WOVI, a local faith-based non-profit, has been exploring options for developing a tiny homes project in Woodland to provide housing for homeless individuals and families. In addition to partnering with the City and Friends of the Mission on the East Beamer Place project, WOVI and Friends of the Mission, together have secured an infill parcel and intend to develop up to 7 duplexes (14 units). The group is working with city staff and a Eugene, Oregon architect on preliminary site layout and building design.

Yolo Continuum of Care Collaborative (YCCC) - YCCC approached the City with a strong interest in developing new housing for chronically mentally ill individuals, which make up a subset of the community's homeless population. YCCC, which is pursuing a funding source for this project, continues to explore potential sites with the City's help, including the possibility of incorporating the YCCC project into the East Beamer Way site.

Yolo County / Yolo Housing Authority Tiny Homes - The proposed tiny home project would be located on a County owned parcel at 5th and Oak Avenue. The project is not meant to be a permanent home, but rather an interim home that can provide adults and families with stability, shelter and life-skills, as they prepare to re-join society and move toward a more permanent housing situation.

Some of the individuals targeted for the tiny home units are those living homeless with the highest vulnerability, and who meet criteria for Full Service Partnership (FSP) mental health services through Yolo County Health & Human Services Agency. FSP clients meet the criteria set by the state Department of Health Care Services, which in Yolo County is based on the Level of Care Utilization System tool. This allows for the supportive services to be an integral part of the project, and aligns with the individuals then transitioning to No Place Like Home units for permanent housing.

Proposed homes would be manufactured homes that meet State of California Housing and Community Development standards, and carry the U.S. HUD manufactured housing label. These types of homes are licensed through the Department of Motor Vehicles (DMV) to operate on roads for set up at their location.

This project concept is scheduled to be presented to the Board of Supervisors at their meeting of May 21st, to be followed by targeted outreach to the surrounding property owners and neighborhood. A follow-up report will be presented to the City Council as the project concept develops, but as a County project on County-owned property, the City will not have discretionary approval rights.

V. Homeless Governance Model for Yolo County

Yolo County Plan to Address Homelessness (NPLH) Jan 2019 - In January of this year, the County released the Yolo County Plan to Address Homelessness, an analysis of the current status of homelessness countywide, with next steps to assist community partners and stakeholders in implementing proposed solutions, in compliance with required criteria for county homeless plans for the No Place Like Home (NPLH) program. It has four goals: 1) strengthening the homeless crisis response system with emphasis on developing prevention services 2) increasing affordable housing options for the most vulnerable 3) stabilizing and maintain physical and behavioral health for those with the highest needs and 4) examining systems level-coordination opportunities for improved partnership.

10-year Plan Commission - Currently, elected representatives from the cities and the county participate in an

oversight committee, the Ten Year Plan to Year Homelessness, to guide homelessness policy. It is staffed by the Yolo Housing Authority.

Potential countywide JPA - The County and city partners have begun to explore the possibility of establishing a Joint Powers Authority as a governing mechanism for homelessness policy.

The Homeless Executive Commission, at its quarterly June meeting, will initiate a broad discussion regarding the potential next steps for Yolo County around homelessness programming and oversight. The Commission consists of an elected city council representative from each of the four cities, a member of the Board of Supervisors, and a member of the HPAC.

Conclusion:

Staff recommends that the City Council receive a status report on efforts to address homelessness, consistent with the city's adopted Homeless Action Plan and provide feedback and direction, as appropriate, related to current initiatives and next steps.



Paul Navazio
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: K.12.
SUBJECT: Boards and Commissions - Introduce Ordinances and Adopt Resolution

Recommendation for Action: Staff recommends that the City Council take the following actions:

- 1) Introduce and waive first reading of an ordinance amending Section 2.28.020 of the Woodland Municipal Code regarding the appointment of Members to the Planning Commission; and
- 2) Introduce and waive first reading of an ordinance repealing Sections 2.28.040 and 10.04.090 and to amend Section 10.08.210 of the Woodland Municipal Code to abolish the Traffic Safety Commission and make related conforming changes; and
- 3) Introduce and waive first reading of an ordinance amending Sections 2.04.210, 2.04.270, and 2.04.280 of the Woodland Municipal Code regarding City Council Appointments to Boards, Commissions and Committees; and
- 4) Adopt Resolution No. _____, A Resolution of the City Council of the City of Woodland to Abolish the Water Utility Advisory Committee.

Staff Contact:

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

City Council Goals 2019-2020

This recommendation is consistent with the City's goal of Governance / Organizational Effectiveness.

Background:

At its meeting of June 19, 2018, the Council received recommendations from staff for updating the appointment process for Boards and Commissions as well as addressing certain issues related to the structure and administration of the city's boards, commissions and committees.

Ordinance No. 1639, which was adopted at the October 16, 2018 Council meeting implemented some of the recommendations, such as

- Transitioned the Parks and Recreation Commission to a five-member commission; and
- Implemented a fiscal year (July 1 - June 30) term for members of the Commission on Aging, Personnel Board, Parks and Recreation Commission and Traffic Safety Commission; and
- Shifted terms of the Commission on Aging, Personnel Board, Parks and Recreation Commission and Traffic Safety Commission for an additional six (6) months to June 30 of the following year in which their terms would otherwise expire.

Other areas that were discussed and addressed include:

Recruitment and Appointment Process

As all board and commissions terms are now on a fiscal year, staff proposed a formal annual Board and Commission Recruitment Process. The following recruitment schedule was proposed:

March 8th..... Board and Commission "Open House" coincided with ReXpo

March 15th - May 1st..... Six week application period

June 4th..... Appointment by Council (1st meeting in June)

Through this process, it is hoped that a pool of candidates is also established from which to make future appointments in the event of mid-term vacancies, thereby avoiding the need to initiate a new recruitment effort each time a board or commission has a vacancy throughout the year until the next recruitment period.

Currently there are nine (9) vacancies on Boards/Commissions and fifteen (15) appointments with terms expiring on June 30, 2019.

After close of the Board and Commission “Application Period”, it is recommended that staff will screen all applicants to ensure eligibility, with candidates for positions presented to the City Council for appointment at the June 4th meeting. Appointed individuals will then assume their board and commission responsibilities, effective July 1, 2019.

All Board and Commission members will serve as at-large appointees, with two exceptions:

1. members of the Manufactured Home Fair Practices Commission will continue to be appointed by individual City Council members (per voter-approved initiative); and
2. of the seven members of Planning Commission, effective July 1, 2019, five members will be appointed by individual Council members and two will be appointed “at-large” by a vote of the entire Council.

Other Commission Structure / Modifications

Staff is recommending additional modifications to the existing Board and Commissions, as follows:

1. Amend the Appointment of Members to the Planning Commission
 - Allows for every elected member of the City Council to appoint a member of the public to the Planning Commission
 - Term will run concurrent with the respective Council Member who appointed member
 - Remaining two seats will continue to be appointed at large by a majority of the City Council
2. Traffic Safety Commission – Disband Committee
 - Has not met in 6-7 years
 - Transit and Transportation included in scope of Sustainability Committee
 - Neighborhood Traffic Calming to be focus of Council Infrastructure sub-committee (policy) and

consultation with Council members (neighborhood concerns)

3. Water Utility Advisory Committee – Disband Commission

- Original purpose of committee has been fulfilled
- Irregular and frequent meetings
- Water conservation included in scope of Sustainability Committee

Conclusion:

Staff recommends that the City Council take the following actions:

- 1) Introduce and waive first reading of an ordinance amending Section 2.28.020 of the Woodland Municipal Code regarding the appointment of Members to the Planning Commission; and
- 2) Introduce and waive first reading of an ordinance repealing Sections 2.28.040 and 10.04.090 and to amend Section 10.08.210 of the Woodland Municipal Code to abolish the Traffic Safety Commission and make related conforming changes; and
- 3) Introduce and waive first reading of an ordinance amending Sections 2.04.210, 2.04.270, and 2.04.280 of the Woodland Municipal Code regarding City Council Appointments to Boards, Commissions and Committees; and
- 4) Adopt Resolution No. _____, A Resolution of the City Council of the City of Woodland to Abolish the Water Utility Advisory Committee.



Paul Navazio
City Manager

Attachments:

1. Woodland_ Ordinance to Amend Planning Commission Appointment Process-c2
2. Woodland_ Ordinance to Abolish Traffic Safety Commission-c2
3. Woodland_ Ordinance to Amend Boards Commissions Committees Provisions-c2
4. Woodland_ Resolution to Abolish Water Utility Advisory Committee-c2
5. Woodland_ Options for Implementing PC Appointment Process-c2

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND TO AMEND SECTION 2.28.020 OF THE WOODLAND
MUNICIPAL CODE REGARDING THE APPOINTMENT OF MEMBERS
TO THE PLANNING COMMISSION**

WHEREAS, Government Code sections 65100 and 65101 authorize the City Council to create a Planning Commission, specify the membership, and assign it the planning and zoning functions specified in state law; and

WHEREAS, Woodland Municipal Code sections 2.04.270 and 2.28.020 establish the City of Woodland Planning Commission and require all appointments to the Planning Commission to be made by majority vote of the City Council; and

WHEREAS, the City Council desires to amend the Planning Commission appointment process to ensure that every elected member of the City Council has a meaningful opportunity to participate in the process and appoint a member of the public to the Planning Commission; and

WHEREAS, the City Council has determined that amending the Woodland Municipal Code to authorize each of the five members of the City Council to appoint a Planning Commissioner of his or her choosing to serve a term that will run concurrent with the respective Council member will benefit the overall diversity and citizenship of the Planning Commission and allow every Council member the opportunity to positively impact the Commission's membership; and

WHEREAS, the remaining two seats on the Planning Commission will continue to be appointed at large by a majority vote of the City Council to allow a variety of opportunities for both members of the public and the City Council to participate in the appointment process.

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

SECTION 1. Recitals. The City Council hereby adopts the above recitals as true and correct findings of the City Council in support of this Ordinance.

SECTION 2. Amendment. Section 2.28.020 of the Woodland Municipal Code is hereby amended to read as follows:

2.28.020 Planning Commission.

- A. Creation. Pursuant to the provisions of Title 7 of the Government Code, there hereby is created and established a Planning Commission.
- B. Composition. The Commission shall consist of seven members who are not officials of the City.

- C. Appointment and Removal. Members of the Planning Commission shall be appointed as follows:
1. Each Council member shall appoint one (1) Commission member whose term shall run concurrently with that of the Council member so appointing; provided, however, that each member of the Commission shall serve until his or her successor is appointed pursuant to the timing of terms established in subsection D below. If the office of a member of the Commission appointed by a Council member becomes vacant, the appointing Council member shall fill the vacancy by appointing a Commission member whose term shall run concurrent with that of the appointing Council member.
 2. Two (2) members of the Planning Commission shall be appointed by the City Council at large upon a motion, a second, and an affirmative vote of at least three members of the Council. If the office of a member of the Commission appointed by the Council at large becomes vacant, the City Council shall appoint a member to fill the vacancy upon a motion, a second, and an affirmative vote of at least three members of the Council.
 3. All members of the Commission serve at the pleasure of the City Council and may be removed from office, without cause, by affirmative vote of at least three members of the City Council. No public hearing need be held prior to removal.
- D. Terms of Members. The term of office of each member of the Planning Commission shall be four years and each term shall begin on July 1st and end on June 30th. If a vacancy shall occur other than by expiration, it shall be filled by appointment for the unexpired portion of the term. In order to establish staggered terms of office for members first appointed, and to facilitate a transition in the way appointments to the Planning Commission are implemented, members first appointed pursuant to subsection C above may be appointed for various terms of one, two, three, or four year terms, and upon expiration of such designated terms their successors shall be appointed for full four-year terms as provided above. Each member, unless sooner terminated, shall serve until his or her successor is appointed and qualified.
- E. Jurisdiction. Except as otherwise specified in this code, the Planning Commission shall conduct hearings and shall make recommendations to the Council on all planning matters, and, when so provided, the Planning Commission shall make determinations on planning matters which shall be final unless timely appeal is made to the Council.
- F. Powers and Duties. The Planning Commission shall:
1. Assist in developing and maintaining the General Plan;
 2. Assist in developing such specific plans as may be necessary or desirable;

3. On or before March 1st of each year, review and make recommendations to the Council concerning the deletion, addition and priority of items in the City's capital improvement program;
4. Recommend to the Council the initiation of ordinances, resolutions, agreements, or programs concerning planning matters;
5. During April of each year, a commission representative shall appear before the City Council to report on work accomplished in the past year and to outline work to be done in the coming year. Such report, at the discretion of the Council, also may be required to be submitted in writing;
6. Perform such other functions as the Council and the law may provide.

G. Procedure. The Planning Commission shall hold regular meetings during each calendar year at such time and place in the City as the Commission may fix by resolution. In addition, the Commission shall adopt rules for conduct of its meetings in accordance with law and prepare and maintain a public record of its transaction of business which shall include its findings and determinations on matters within its jurisdiction.

H. Composition. Actual expenses reasonably incurred by a commission member on authorized Planning Commission business shall be reimbursed. The procedure for reimbursement shall be as set forth in the rules and policies of the City Council.

SECTION 3. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933.

SECTION 4. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council this 14th day of May, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND TO REPEAL SECTIONS 2.28.040 AND 10.04.090 AND TO
AMEND SECTION 10.08.210 OF THE WOODLAND MUNICIPAL CODE
TO ABOLISH THE TRAFFIC SAFETY COMMISSION AND MAKE
RELATED CONFORMING CHANGES**

WHEREAS, section 2.28.040 of the Woodland Municipal Code establishes the Traffic Safety Commission for the purpose of advising the Council on matters concerning traffic, circulation and traffic safety issues within the sphere of influence of the City; and

WHEREAS, section 10.04.090 of the Woodland Municipal Code expanded the Traffic Safety Commission's duties to include receiving and hearing complaints regarding traffic matters; and

WHEREAS, section 10.08.210 of the Woodland Municipal Code establishes the public process for City Council's designation of preferential parking areas in the City, which includes a public hearing before the Traffic Safety Commission; and

WHEREAS, the City Council finds that the Commission's duties and membership have diminished over time, and thus has determined that the Traffic Safety Commission is no longer necessary to achieve the purposes for which it was established; and

WHEREAS, the City Council therefore desires to abolish the Traffic Safety Commission and repeal sections 2.28.040 and 10.04.090 of the Woodland Municipal Code, and to make certain conforming amendments to section 10.08.210 of the Woodland Municipal Code to reflect the termination of the Traffic Safety Commission.

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

SECTION 1. Recitals. The City Council hereby adopts the above recitals as true and correct findings of the City Council in support of this Ordinance.

SECTION 2. Amendment. Sections 2.28.040 and 10.04.090 of the Woodland Municipal Code are hereby repealed in their entirety.

SECTION 3. Amendment. Section 10.08.210 of the Woodland Municipal Code is hereby amended to read as follows:

10.08.210 Preferential parking.

A. Definitions.

1. "Commuter vehicle" means a motor vehicle parked in a preferential parking area by a person not a resident thereof.

2. "Customer vehicle" means a motor vehicle parked for a period of less than two consecutive hours in a preferential parking area by a customer of a commercial establishment located therein.
 3. "Dwelling unit" means a house, apartment or other residence with an assigned address as used by the U.S. Postal Service or as listed in the City directory.
 4. "Lease" means that a person pays rent or other remuneration for use of a parcel of real property at his or her residence or place of business.
 5. "Nonresident permit" means a permit issued by the Police Chief for use on a commuter vehicle in those preferential parking areas where the City Council has, by resolution, authorized the use of such permits.
 6. "Owns" means that a person has at least one-quarter of the fee interest in parcel of real property within a preferential parking area.
 7. "Permit-issuing agent" means the individual or entity approved by the Police Department to issue parking permits.
 8. "Police Chief" means the Chief of Police of the City, authorized representative or authorized agent.
 9. "Preferential parking area" means an area designated as herein provided wherein motor vehicles displaying a valid permit as described herein shall be exempt from the time limit parking regulations which would otherwise be applicable.
 10. "Resident" means a person who dwells in the preferential parking area on a permanent basis.
 11. "Resident permit" means a permit issued by the Police Chief for use on a resident vehicle while parked in a preferential parking area.
- B. Designation of Preferential Parking Areas. The City Council, in accordance with the requirements of subsections C through E and Section 10.08.220, may designate as a preferential parking area any area which satisfies the criteria established in subsection C. Such areas shall be designated by resolution. Upon designation as a preferential parking area, motor vehicles displaying a valid parking permit may stand or be parked, without limitation, by parking time zone and regulations except as specifically set forth in the resolution designating preferential parking areas. Such resolution shall also state the applicable fees to be charged for permit issuance.
- C. Criteria for Designation of Preferential Parking Areas.
1. An area shall be deemed eligible for consideration as a preferential parking area if: surveys and studies prepared at the direction of the City Traffic Engineer and objective criteria establish that the area is adversely affected by commuter vehicles for any extended period during the day or night, on weekends, or during

holidays. Additionally, the Police Department shall be given the opportunity to comment on any observed problems in the area and the comments shall be incorporated into the study report.

2. In determining whether an area identified as eligible for preferential permit parking may be designated as a preferential parking area, the Traffic Engineer and the City Council shall take into account factors which include, but are not limited to, the following:
 - a. The extent of the desire and need of the residents for preferential permit parking;
 - b. The extent to which legal on-street parking spaces are occupied by motor vehicles during the period proposed for parking regulations;
 - c. The extent to which motor vehicles parking in the area during the period proposed for parking regulations are commuter vehicles rather than resident vehicles or customer vehicles; and
 - d. The extent to which customer vehicles and motor vehicles registered to residents cannot be accommodated by the number of available off-street parking spaces.
- D. Designation Process of Preferential Parking Areas. The study of feasibility for establishment of a preferential parking area may be initiated by the City Council or Traffic Engineer based upon their own motion or based upon petition of interested persons. However, prior to initiation of a feasibility study, a permit-issuing agent, who would typically be located within or adjacent to the proposed district, shall be proposed by those requesting the preferential parking area. After initiation of such a study, the process for establishment of a preferential parking area is as follows:
 1. The Traffic Engineer shall undertake or cause to be undertaken such surveys or studies as are deemed necessary to determine whether the area is eligible to be a preferential parking area using the criteria set forth in subsection C.
 2. Following the completion of surveys or studies to determine whether designation criteria are met, the Traffic Engineer shall recommend to the City Council for or against the designation of the area under study as a preferential parking area. Such recommendation may also include a list of recommended conditions and regulations applicable to any area proposed for designation as a preferential parking area.
 3. Upon receipt of the recommendation, the City Council shall conduct a noticed public hearing. If the City Council determines that the area in question should be designated a preferential parking area, it shall adopt a resolution establishing the program for the area in question including the boundaries, parking regulations, fees, if any, and other appropriate conditions. Thereafter, the program shall be implemented as hereinafter provided.

4. Notice of the public hearing or hearings provided for herein shall be published in a newspaper published and circulated within the City at least 10 days before the hearing date. The notice shall clearly state the purpose of the hearing, the location and boundaries tentatively considered for the proposed preferential parking area and, if applicable, the approximate permit fee to be charged therefor. During such hearing or hearings, any interested person shall be entitled to appear and be heard.
5. Majority protest by the residents of the proposed preferential parking area will require a two-thirds vote of the Council to override the protest and create the preferential parking area.

E. Posting of Preferential Parking Areas. Upon the adoption by the City Council of a resolution designating a preferential parking area, the Traffic Engineer shall cause appropriate signs, markings and/or meters to be erected in the preferential parking area, indicating prominently applicable parking regulations and conditions.

SECTION 4. Declaration to Abolish the Traffic Safety Commission. The City Council hereby declares, by adoption of this ordinance that the Traffic Safety Commission is abolished and shall be disbanded upon the effective date of this Ordinance.

SECTION 5. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933.

SECTION 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.
PASSED AND ADOPTED by the City Council this 14th day of May, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND TO AMEND SECTIONS 2.04.210, 2.04.270, AND 2.04.280 OF
THE WOODLAND MUNICIPAL CODE REGARDING CITY COUNCIL
APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**

WHEREAS, Article 2 of Chapter 2.04 of the Woodland Municipal Code governs the general process and requirements for City Council appointments to boards, commissions and committees; and

WHEREAS, on October 16, 2018, the City Council adopted Ordinance No. 1639 to, among other things, implement a fiscal year term for members of certain commissions to help streamline the appointment process and timelines for various boards, commissions and committees; and

WHEREAS, the City Council desires to further amend the process and requirements for City Council appointments to boards, commissions and committees to increase civic engagement and diversity while improving the efficiency of the process; and

WHEREAS, this Ordinance therefore makes certain amendments to Article 2 of Chapter 2.04 of the Woodland Municipal Code regarding City Council appointments to reflect current City practice and conform to the recent amendments made by Ordinance No. 1639.

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

SECTION 1. Recitals. The City Council hereby adopts the above recitals as true and correct findings of the City Council in support of this Ordinance.

SECTION 2. Amendment. Section 2.04.210 of the Woodland Municipal Code is hereby amended to read as follows:

2.04.210 Appointments list.

A. Pursuant to Government Code Section 54972, on or before June 30th of each year, the City Council shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the Council. The appointees' list shall contain the following information:

1. A list of all appointive terms which will expire during the current and following fiscal year, with the name of the incumbent appointee, the date of appointments, the date the term expires, and the necessary qualifications for the position.
2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council, and the necessary qualifications for each position.

- B. This list shall be made available to members of the public for free or for a reasonable fee that shall not exceed cost.

SECTION 3. Amendment. Section 2.04.270 of the Woodland Municipal Code is hereby amended to read as follows:

2.04.270 Appointment and removal.

Unless otherwise specified, all appointees shall be appointed by the Council to serve at the pleasure of the Council. Such appointments shall be made only upon a motion, a second, and an affirmative vote of at least three members of the Council and any appointee appointed by the Council to serve on a board, commission or committee may be removed from such a board, commission or committee by the City Council, without cause, upon a motion, a second, and an affirmative vote of at least three members of the Council.

SECTION 4. Amendment. Section 2.04.280 of the Woodland Municipal Code is hereby amended to read as follows:

2.04.280 Compensation for expenses.

Actual expenses reasonably incurred by a member of a board, commission or committee on authorized business may be reimbursed, if authorized by resolution of the City Council. The procedure for reimbursement shall be as set forth in any applicable rules and policies of the City Council.

SECTION 5. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council this 14th day of May, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND TO ABOLISH THE WATER UTILITY ADVISORY
COMMITTEE**

WHEREAS, the Water Utility Advisory Committee was established in November 2009 pursuant to the City Council's authority to create special boards, commissions and committees for the purpose of performing specific duties for limited periods of time as necessary or desirable, as set forth in Section 2.28.060 of the Woodland Municipal Code; and

WHEREAS, the original purpose of the Water Utility Advisory Committee has been fulfilled and is therefore no longer necessary to achieve its delegated duties; and

WHEREAS, the City Council therefore desires to abolish the Water Utility Advisory Committee and disband its membership upon the effective date of this Resolution.

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

The Water Utility Advisory Committee is hereby abolished and shall be disbanded upon the adoption of this Resolution.

PASSED AND ADOPTED by the City Council this 14th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

PROPOSED OPTIONS FOR IMPLEMENTING NEW PLANNING COMMISSION APPOINTMENT PROCESS

*OPTION A:

Planning Commissioner	PC Member's Term Expiration	Proposed Appointing Council Member at Term Expiration	Appointing Council Member's Term Expiration	*Notes
John Murphy	6/30/2018 <i>*currently serving until new appointments are made 6/30/2019</i>	Xochitl Rodriguez (Mayor – District 5)	December 2020	New Appointed PC Member Term From 7/1/2019 – 6/30/2021 <i>*Shortened 2-year term to run concurrent with end of Mayor Rodriguez's term. In 2021, newly-elected Council Member from District 5 would make appointment at same time as Districts 2, 4 (see below)</i>
Steve Harris	6/30/2019	Richard Lansburgh	December 2022	New Appointed PC Member Term From 7/1/2019 – 6/30/2023
Elodia Ortega-Lampkin	6/30/2019	Angel Barajas	December 2022	New Appointed PC Member Term From 7/1/2019 – 6/30/2023
Marco Lizarraga	6/30/2020	Appoint At-Large	---	New Appointed PC Member Term From 7/1/2020 – 6/30/2024
Kirby Wells	6/30/2020	Appoint At-Large	---	New Appointed PC Member Term From 7/1/2020 – 6/30/2024
Fred Lopez	6/30/2021	District 2 Council Member Elected 2020	December 2024	New Appointed PC Member Term From 7/1/2021 – 6/30/2025
Christopher Holt	6/30/2021	District 4 Council Member Elected 2020	December 2024	New Appointed PC Member Term From 7/1/2021 – 6/30/2025

*Option A:

PROS: Provides most continuity with current Planning Commissioner terms; Ensures nearly all newly-appointed Planning Commissioners enjoy full 4-year terms; All Current Council Members still participate in at least one appointment; Maintains staggered terms whereby no more than 3 new Commissioners are appointed at one time

CONS: Current Council Members from Districts 2 and 4 do not get to make individual appointments prior to their Council term expiring; John Murphy's current seat will have a shortened 2-year term to facilitate the transition period until 2021 (thereafter allowing Council Members from Districts 2, 4, 5 to all make individual appointments at the same time following their election in 2020)

***OPTION B:**

Planning Commissioner	PC Member's Term Expiration	Proposed Appointing Council Member at Term Expiration	Appointing Council Member's Term Expiration	*Notes
John Murphy	6/30/2018 <i>*currently serving until new appointments are made 6/30/2019</i>	Xochitl Rodriguez (District 5)	December 2020	New Appointed PC Member Term From 7/1/2019 – 6/30/2021 <i>*Shortened 2-year term to run concurrent with end of Mayor Rodriguez's term. In 2021, newly-elected Council Member from District 5 would make appointment at same time as Districts 2, 4</i>
Steve Harris	6/30/2019	Tom Stallard (District 2)	December 2020	New Appointed PC Member Term From 7/1/2019 – 6/30/2021 <i>*Shortened 2-year term to run concurrent with end of Member Stallard's term. In 2021, newly-elected Council Member from District 2 would make appointment at same time as Districts 4, 5</i>
Elodia Ortega-Lampkin	6/30/2019	Enrique Fernandez (District 4)	December 2020	New Appointed PC Member Term From 7/1/2019 – 6/30/2021 <i>*Shortened 2-year term to run concurrent with end of Member Fernandez's term. In 2021, newly-elected Council Member from District 4 would make appointment at same time as Districts 2, 5</i>
Marco Lizarraga	6/30/2020	Richard Lansburgh (District 1)	December 2022	New Appointed PC Member Term From 7/1/2020 – 6/30/2023 <i>*Shortened 3-year term to run concurrent with end of Member Lansburgh's term. In 2023, newly-elected Council Member from District 1 would make appointment at same time as District 3</i>

Kirby Wells	6/30/2020	Angel Barajas (District 3)	December 2022	New Appointed PC Member Term From 7/1/2020 – 6/30/2023 <i>*Shortened 3-year term to run concurrent with end of Member Barajas's term. In 2023, newly-elected Council Member from District 3 would make appointment at same time as District 1</i>
Fred Lopez	6/30/2021	At-Large Appointment	---	New Appointed PC Member Term From 7/1/2021 – 6/30/2025
Christopher Holt	6/30/2021	At-Large Appointment	---	New Appointed PC Member Term From 7/1/2021 – 6/30/2025

***Option B:**

PROS: Provides every current Council member an opportunity to make an individual appointment; Less frequency in new Commissioner turnover by transitioning appointments to occur only on odd years [5 appointments made at the same time starting 2021 (Districts 2, 4, 5 + Two At-Large) and every 4 years thereafter; 2 appointments made at the same time starting 2023 (Districts 1, 3) and every 4 years thereafter]

CONS: Five of the first seven appointments made under the new system will be for shortened terms to facilitate the transition period; Could result in large turnover at once due to 5 appointments being made at the same time starting 2021 (see above)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 14, 2019
ITEM #: K.13.
SUBJECT: 2019 Community Service Awards Nominating Committee Report

Recommendation for Action: Staff recommends that the City Council:

- 1) Approve the nominating committee's recommended recipients selected to receive the 2019 Community Service Award;
- 2) Determine which Council Members will present the awards to the selected award recipients; and
- 3) Discuss the possibility of maintaining current membership of Community Service Awards Nomination Committee to maintain continuum of proposed strategies.

Staff Contact:

Jennifer Robinson, Secretary to the City Manager - (530) 661-5800, jennifer.robinson@cityofwoodland.org

Background

It is customary that the City Council selects the recipients of the annual Community Service Awards, and presents the awards at the event. The nomination committee met on Friday, May 10 at 7:30am to review and discuss all nominations received this year and nominees that were submitted last year, but were not selected. The Nomination Committee consisted of Mayor Xochitl Rodriguez, Brandon Killion, Deborah Bautista Zavala, Dotty Pritchard, Magda Padilla, Marco Lizarraga, and Gary Traynham.

Discussion

At the 2019 Community Service Award Nomination Committee Meeting on May 10, members reviewed all nominations received this year and also nominees that were submitted last year but not selected. Committee members considered nominees' significant contributions to the community in accordance with the award's criteria of:

- Community leadership
- Demonstrated, selfless service to the community
- Dependability in completing assignments/projects
- Interest in varied activities

The Committee recommends the 2019 Community Service Award be presented to the following recipients:

- Carol Conley
- Patty & John Gerald
- Matt Van Peursem
- Marcelina Sandoval
- Woodland Schools Foundation

Council Members will each select one recipient to present the Community Service Award to at a dinner the evening of Wednesday, May 22, 2019 at the Community & Senior Center

Future planning for the Community Service Award includes revisiting the criteria for 2020 Award and holding multiple Committee meetings for planning purposes.

Conclusion

Staff recommends that the City Council:

- 1) Approve the nominating committee's recommended recipients selected to receive the 2019 Community

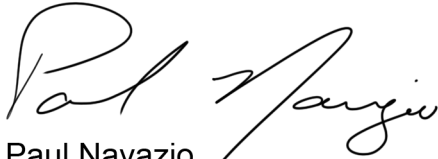
Service Award;

2) Determine which Council Members will present the awards to the selected award recipients; and

3) Discuss the possibility of maintaining current membership of Community Service Awards Nomination Committee to maintain continuum of proposed strategies.

Prepared by: Jennifer Robinson, Secretary to the City Manager

Reviewed by: Ana Gonzalez, City Clerk



Paul Navazio
City Manager

Attachments:

None