



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

November 19, 2019
6:00 PM

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Declare Saturday, November 30, 2019 as Small Business Saturday

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation declaring Saturday, November 30, 2019 as Small Business Saturday.

G. CONSENT CALENDAR

3. SUBJECT: Fire Department Quarterly Status Report for the Period of July 2019 - September 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for July 2019- September 2019.

4. SUB JECT: Police Department Quarterly Status Report for the Period of July 2019 through September 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department quarterly status report for the period of July 2019 through September 2019.

5. SUBJECT: Salary Schedule effective November 1, 2019

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

6. SUBJECT: Fire Job Classifications

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Job Descriptions for Fire Series and a Fire Prevention Specialist title change to Community Risk Reduction Specialist I/II, and a new Community Risk Reduction Specialist Senior

7. SUBJECT: Proclamation in Recognition of The Honorable Ilse Liliana Ferrer Silva

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation recognizing the Honorable Ilse Liliana Silva as Consul General of Mexico in Sacramento.

8. SUBJECT: Final Acceptance and Notice of Completion for East Main Pump Station Storm Main Repairs Project, CIP 17-24.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for the East Main Pump Station Storm Main Repairs Project, CIP 17-24 construction contract with SAK Construction, LLC.

9. SUBJECT: Final Acceptance and Notice of Completion for the 2018 Water & Sewer Repair & Replacement Project, CIP 18-09

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) Authorize a \$5,000 increase to the construction contract contingency, bringing the total contract contingency to \$318,528 and; (2) Accept the 2018 Water & Sewer Repair & Replacement Project, CIP 18-09, construction contract with Civil Engineering Construction, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

10. SUBJECT: Final Acceptance and Notice of Completion for WPCF Pond 8 Biosolids Drying and Removal Project, CIP 19-24

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting WPCF Pond 8 Biosolids Drying and Removal Project, CIP #19-24 as complete and authorize the City Clerk to file a Notice of Completion.

11. SUBJECT: Create Capital Improvement Project, Reallocate Funding, Approve Sole Source Finding and Authorize the City Manager to Award a Contract for the Water Pollution Control Facility Clarifier No. 3 Mechanism Replacement Project, CIP 20-11

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, to: 1) Create a new capital project, Water Pollution Control Facility ("WPCF") Clarifier No. 3 Mechanism Replacement Project, CIP 20-11 ("Project"); and 2) Authorize the reallocation of \$1,650,000 of Sewer Enterprise Funds from the Water Pollution Asset Replacement Project, CIP 14-02 to the Project; and 3) Make sole source findings pursuant to Public Contract Code Section 3400(c)(2) and (3) and Woodland Municipal Code Section 3.32.130B; and 4) Authorize the City Manager to award a contract for the Project to MISCO Water in the amount of \$1,551,743 with a 5% contingency amount of \$77,587.

12. SUBJECT: Approve Professional Services Agreement for the Storm Drainage Outfall Channel Outlet Structure Project, CIP #20-06

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a professional services agreement for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06, with Mead & Hunt (M&H) for engineering design and environmental permitting services in the amount of \$213,746 and approve a contingency of up to an additional 10% of the contract award amount (\$21,374).

13. SUBJECT: Approval of Amendment to Fiscal Year 2020 Budget to Add Funding for the City's First Time Homebuyer Loan Assistance Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving an additional appropriation of \$6,000 to the Housing Trust Fund (Fund 326) for the City's First Time Homebuyer Loan Assistance Program (FTHB); a total appropriation of \$41,621.29.

14. SUBJECT: Approve Plans and Specifications, and Authorize Bid Advertisement for the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications, and authorize bid advertisement for the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07

15. SUBJECT: Approve Contract Amendment with BSK Associates for 2020 Water Quality Testing Services

RECOMMENDATION FOR ACTION: Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the contract with BSK Associates for the 2020 Water Quality Testing Services, for an amount up to \$75,035 and authorize a contingency of up to 10% (\$7,504).

16. SUBJECT: Second Reading and Adopt Spring Lake Pioneer Village Development Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving the Development Agreement between the City of Woodland and Pioneer-Woodland LLC, to use and develop the Pioneer Village project area located within the Spring Lake Specific Plan Area.

17. SUBJECT: Fiscal Year 2019/20 Quarterly Budget Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an informational report representing the FY2019/20 First Quarter Budget Update.

H. PUBLIC HEARINGS

18. SUBJECT: Introduction and First Reading of an Ordinance adopting the 2019 California Existing Building Code (Title 24; Parts 8, 10, and 12)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council waive the first reading and read by title only an ordinance adopting by reference the 2019 Edition of the California Building Standards (California Code of Regulations, Title 24; Parts 8, 10, and 12), consisting of the 2019 California Existing Building Code.

I. REPORTS OF THE CITY MANAGER

19. SUBJECT: Community Development Block Consolidated Plan: 2020 – 2024

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) receive a staff report on the process and outreach efforts for the 2020 – 2024 Community Development Block Grant (CDBG) Consolidated Plan; 2) provide staff with initial comments on funding priorities for the upcoming Consolidated Plan period; and 3) adopt Resolution No. _____, reallocating \$3,000 in existing CDBG funds and approving the following funding increases for the FY20 CDBG program: \$500 each for Empower Yolo Shelter Services, Yolo Community Care Continuum New Dimensions Supported Housing, and Meals on Wheels Yolo County and \$1,500 for Yolo Wayfarer Center Emergency Shelter.

20. SUBJECT: Apprenticeship Contract Requirements for Public Works Projects

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a report on establishing an enhanced Apprenticeship Contract Requirement on selected City construction contracts.

21. SUBJECT: Update on Options for Relocation of Homeless Shelter

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) receive an update on staff's evaluation of options for relocating emergency shelter bed capacity; 2) provide feedback on the staff recommendation to proceed with the option of constructing a temporary shelter facility located on City-owned property at County Road 102 and East Beamer Street; and 3) direct staff to return to Council with cooperative agreements with Yolo County and Fourth and Hope as well as funding requirements to effect the relocation and to provide expanded services at the new location.

22. SUBJECT: Encampment Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council Introduce by title only and waive first reading of an ordinance adding Chapter 9.50 to the Woodland Municipal Code related to encampments on City Property.

23. SUBJECT: Update and Discussion Concerning Commercial Cannabis

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update concerning existing commercial cannabis regulations and business activity and a review of potential options for future ordinance amendments.

24. SUBJECT: AgTech Innovation Alliance Grant Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) adopt Resolution No. _____, approving a budget allocation of up to \$100,000 and authorizing the City Manager to enter into a Grant Agreement with AgTech Innovation Alliance for the establishment of a food and ag technology wet-lab incubator facility in Woodland, and 2) authorize the Mayor to sign a letter in support of AgTech Innovation Alliance's Federal Economic Development Administration (EDA) grant application.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, November 19, 2019 was posted on Friday, November 15, 2019 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Ana B. Gonzalez
City Clerk

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

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: E.1.
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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



Paul Navazio
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

DECEMBER 3RD

REGULAR MEETING

Council Rotation: Mayor / Mayor Pro Tempore
 City Council Meeting Minutes of November 5, 2019 and November 19, 2019
 Police Evidence System Replacement
 Public Hearing – 2nd Reading – Building Code Ordinance Clean-up
 Public Hearing – 2nd Reading – Encampment Ordinance
 Animal Services Contract Renewal
 Swim Lesson Fee Schedule
 Water and Sewer Rate Update

DECEMBER 17TH

REGULAR MEETING

Landscape Agreement
 Annual Report(s) - Measures E/F and J
 Annual Report - AB1600 (Development Impact Fees)
 Resolution of Intent – Enhance Infrastructure Financing District
 Zoning Workshop (Joint Meeting with Planning Commission)

JANUARY 7TH

REGULAR MEETING

City Council Meeting Minutes of December 3, 2019 and December 17, 2019
 City Council Meeting Calendar for 2020
 Status Report on Council's 2019-2020 Priority Goals
 YMCA Lease Renewal

JANUARY 21ST

REGULAR MEETING

City Council Meeting Minutes of January 7, 2020
 Woodland Research & Technology Park – Specific Plan

Future Topics / Study Sessions:

January Traffic Calming Woodland Research & Technology Park – Specific Plan Investment Policy	February Measure J – Nov 2020 election Mid-Year Budget Update Financing Plan – Fire Station / Pool Project(s)
March	TBD Mobile Food Vendor Permits Non-Conforming Use Zoning Update Smoke / Vaping Shops



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: F.2.
SUBJECT: Declare Saturday, November 30, 2019 as Small Business Saturday

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation declaring Saturday, November 30, 2019 as Small Business Saturday.

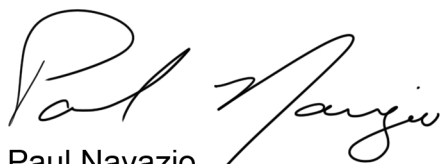
Background:

The first Small Business Saturday took place on November 27, 2010. The initiative was created by American Express to encourage people across the country to support small, local business. In 2011, the US Senate unanimously passed a resolution of support for Small Business Saturday. Since 2012, elected officials including mayors, governors have promoted and championed Small Business Saturday each year.

The Small Business Saturday program continues to grow as more communities and businesses participate in the program. The number of participants reached an all time high in 2017 where over 7,200 individuals and local business organizations-including nearly 600 Main Street organizations-signed up to become a “Neighborhood Champion”. They rallied their communities by organizing local events, spurring small businesses to participate, and encouraging people to go out and Shop Small.

An estimated 108 million consumers reported shopping or dining at local independently-owned businesses on Small Business Saturday-generating roughly \$12 billion.

This year Small Business Saturday falls on Saturday, November 30, 2019 Small businesses throughout the City of Woodland and specifically downtown will hang signs and banners promoting “shoplocal” and Small Business Saturday. If you’d like a canvas bag to demonstrate your support, stop by the Woodland Chamber of Commerce, various downtown shops and City Hall.


Paul Navazio
City Manager

Attachments:

1. Small Business Saturday 2019 Proclamation

CITY OF WOODLAND
PROCLAMING SATURDAY, NOVEMBER 30, 2019
AS SMALL BUSINESS SATURDAY 2019

- WHEREAS,** the City of Woodland, California, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7% of all businesses with employees in the United States, are responsible for 65.9 % of net new jobs created from 2000 to 2017; and
- WHEREAS,** small businesses employ 47.5% of the employees in the private sector in the United States; and
- WHEREAS,** 94% of consumers in the United States value the contributions small businesses make in their community; and
- WHEREAS,** 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and
- WHEREAS,** 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and
- WHEREAS,** 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and
- WHEREAS,** the City of Woodland, California supports our local businesses that create jobs, boost our local economy and preserve our communities; and
- WHEREAS,** the City of Woodland, along with advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.
- WHEREAS,** advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Woodland does hereby proclaim November 30, 2019, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday by shopping locally on this day and throughout the year.

DATED: November 19, 2019

Xóchitl Rodríguez, Mayor

Rich Lansburgh, Mayor Pro Tem

Angel Barajas Council Member

Enrique Fernandez, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.3.
SUBJECT: Fire Department Quarterly Status Report for the Period of July 2019 - September 2019

Recommendation for Action: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for July 2019- September 2019.

Staff Contact:

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

Background:

The Fire Department Quarterly Status Report includes a summary of all activity within the Department. In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council now receives status reports on a quarterly basis via agenda packet.

Conclusion:

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for July 2019 through September 2019.

Prepared By: Trista Kennedy, Management Analyst

Reviewed By Eric Zane, Battalion Chief


Paul Navazio
City Manager

Attachments:

1. Fire Department Quarterly Report Jul-Sep 19 (2)



WOODLAND FIRE DEPARTMENT

Quarterly Report

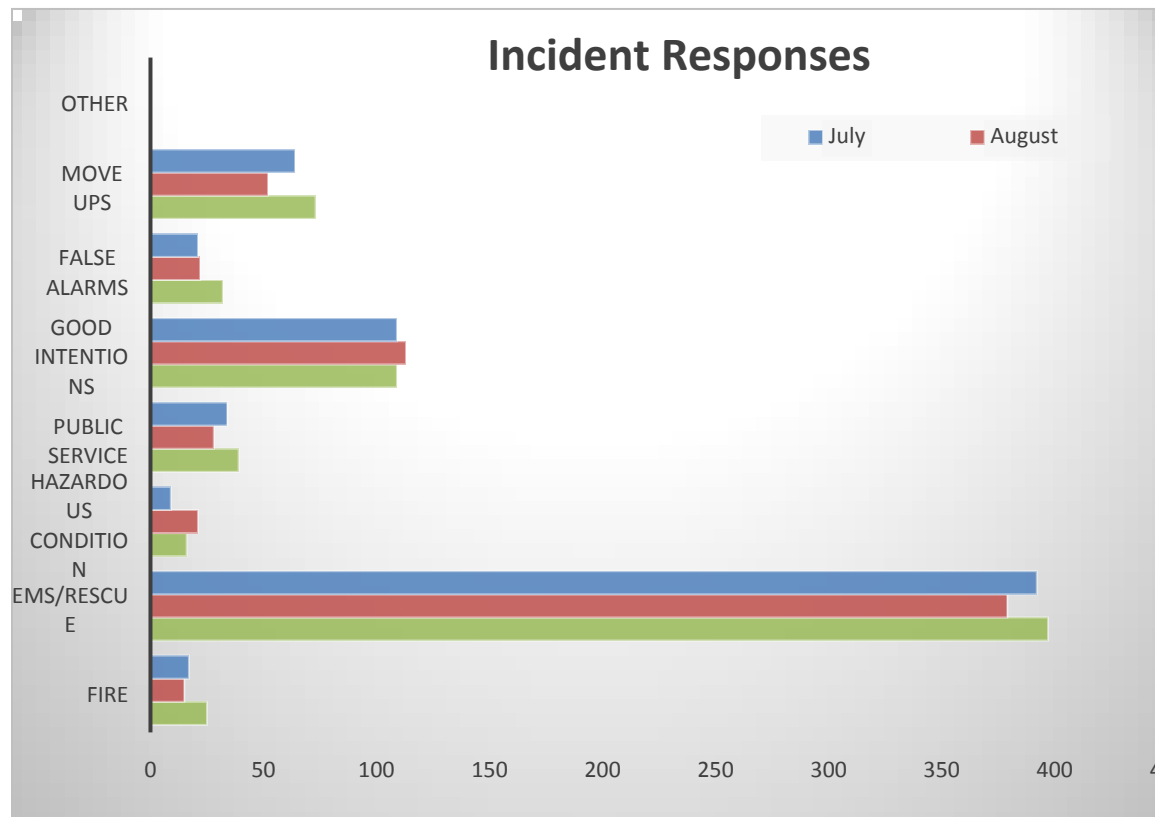
DATE: November 19, 2019

SUBJECT: QUARTERLY REPORT FOR JULY-SEPTEMBER 2019

The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

FIRE STATISTICS:

Total Incident Responses	July	August	September
Fire	17	15	25
EMS/Rescue	392	379	397
Hazardous Condition	9	21	16
Public Service	34	28	39
Good Intentions	109	113	109
False Alarms	21	22	32
Move Up*	64	52	73
Other	0	0	0
TOTAL	646	630	691

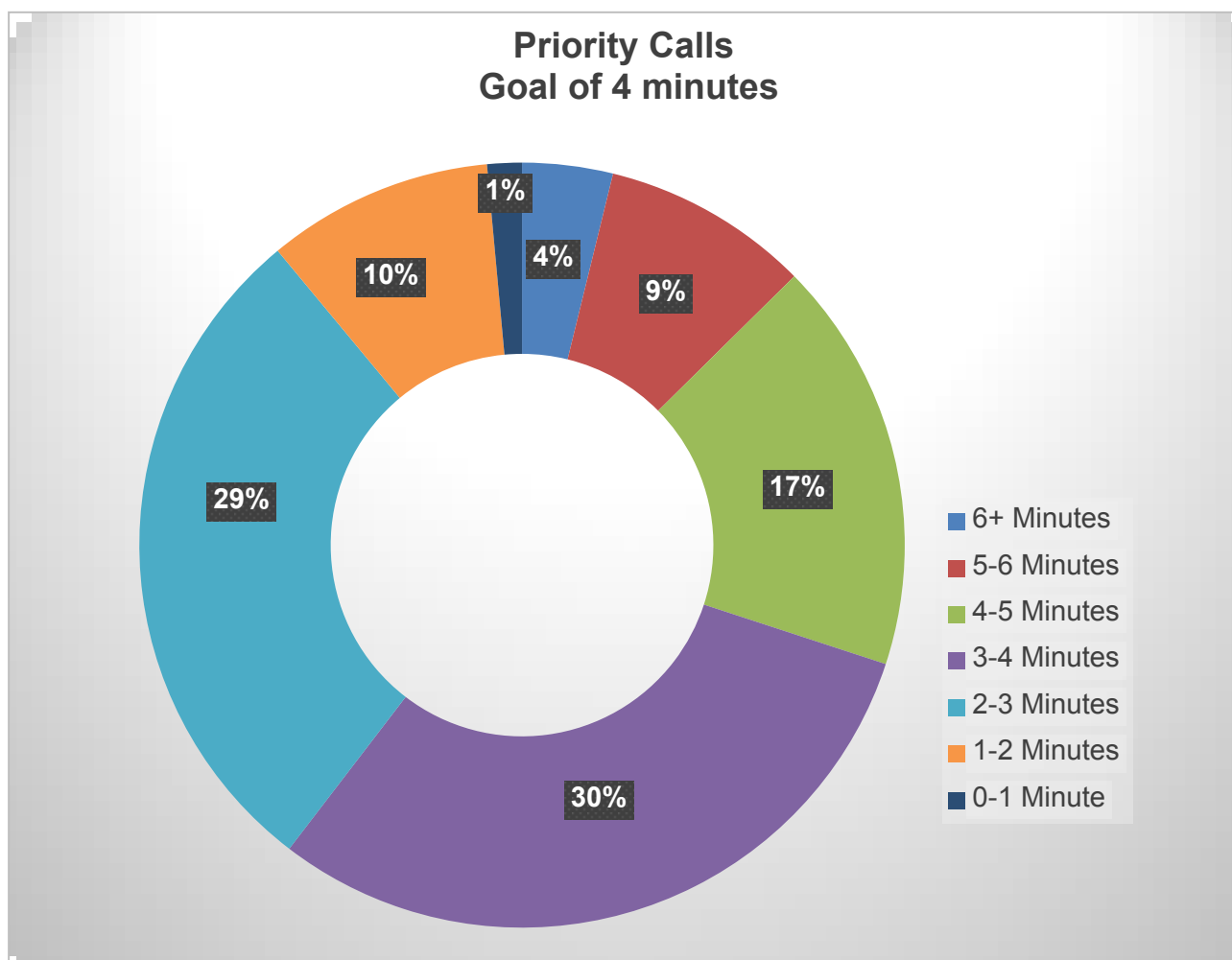


*When two or three (dependent on area) engine/truck companies are committed to calls simultaneously, the remaining engine/truck companies move strategically into the vacated area(s) to ensure adequate coverage based upon the number of available apparatus. This practice is called an "move up".

QUARTERLY TRAVEL TIMES:

Based on the City's general plan, the Woodland Fire Department has adopted the national travel time standards set forth in NFPA 1710. These times are calculated using en route time (the time the company leaves the station) and arrival time (the time the company arrives on scene). Below is a breakdown of travel time goals and response time at the 90% benchmark (in minutes) by type of call:

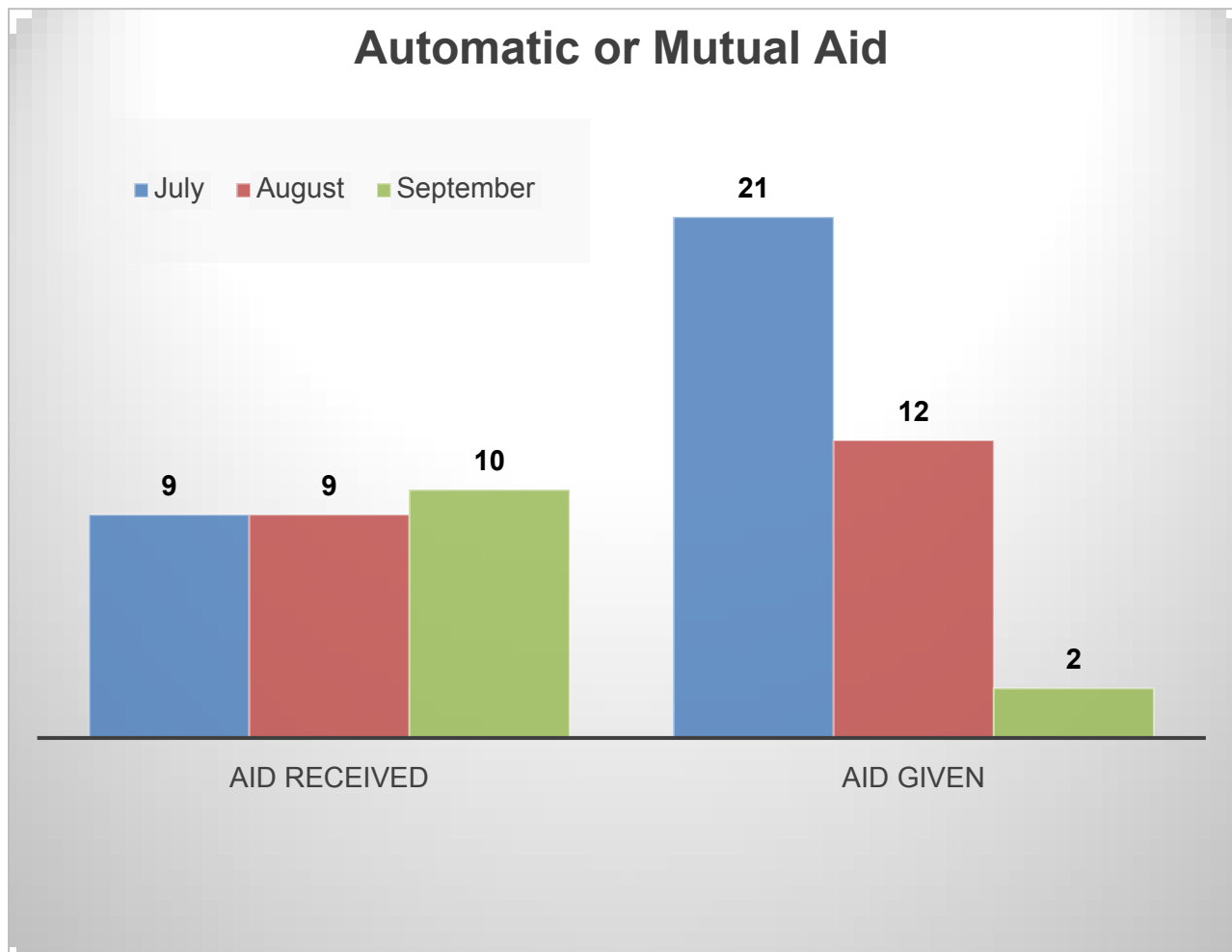
Quarterly Response Times	July - September 2019		
	Response Goal	Actual Performance Percentage	Response Time At the 90% Benchmark
Structure Fire (1 st Unit)	4 minutes 90% of the time	N/A	N/A
Fire- Other	4 minutes 90% of the time	64.86%	5:09
Full First Alarm Assignment (3 Engines, 1 Truck, 1BC)	8 minutes 90% of the time	N/A	N/A
Emergency Medical	4 minutes 90% of the time	67.80%	5:24



AUTOMATIC OR MUTUAL AID:

Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request. Mutual aid occurs when fire departments provide help to one another upon special request when a significant event(s) (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

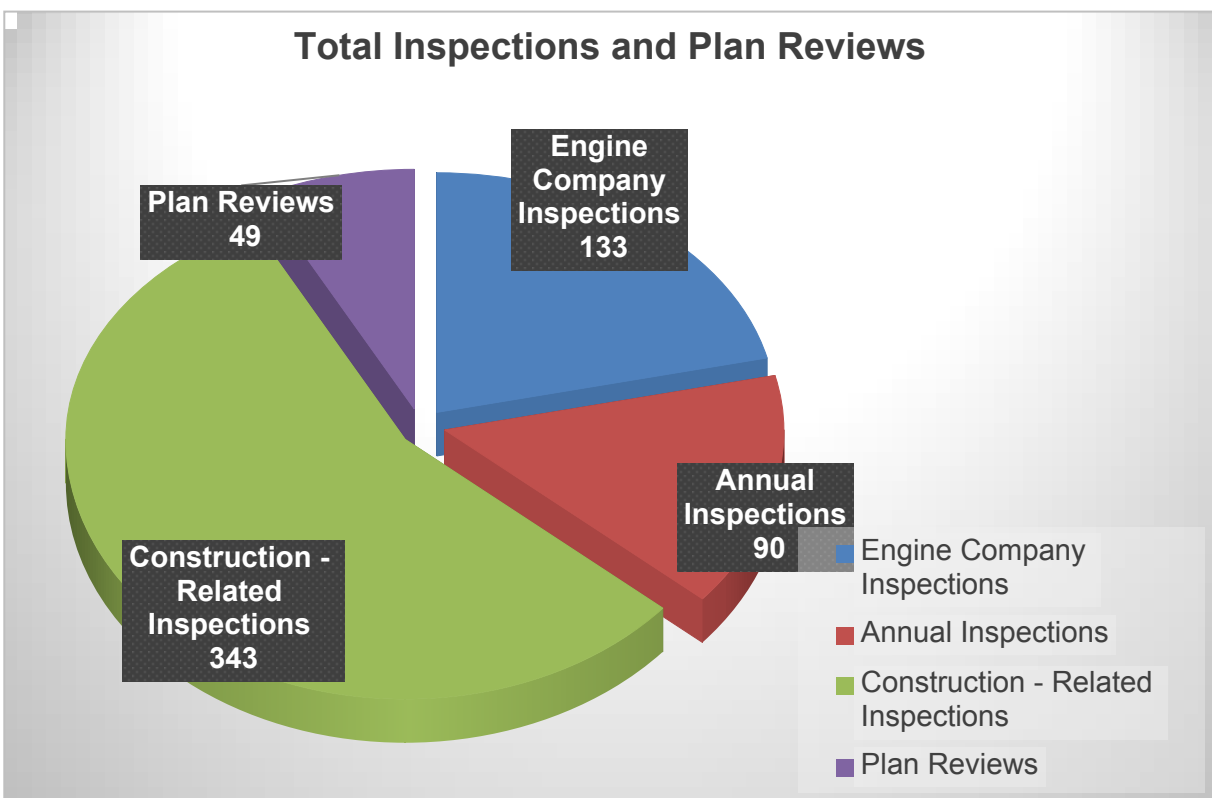
	July	August	September
Aid Received	9	9	10
Aid Given	21	12	18
TOTAL	30	21	28

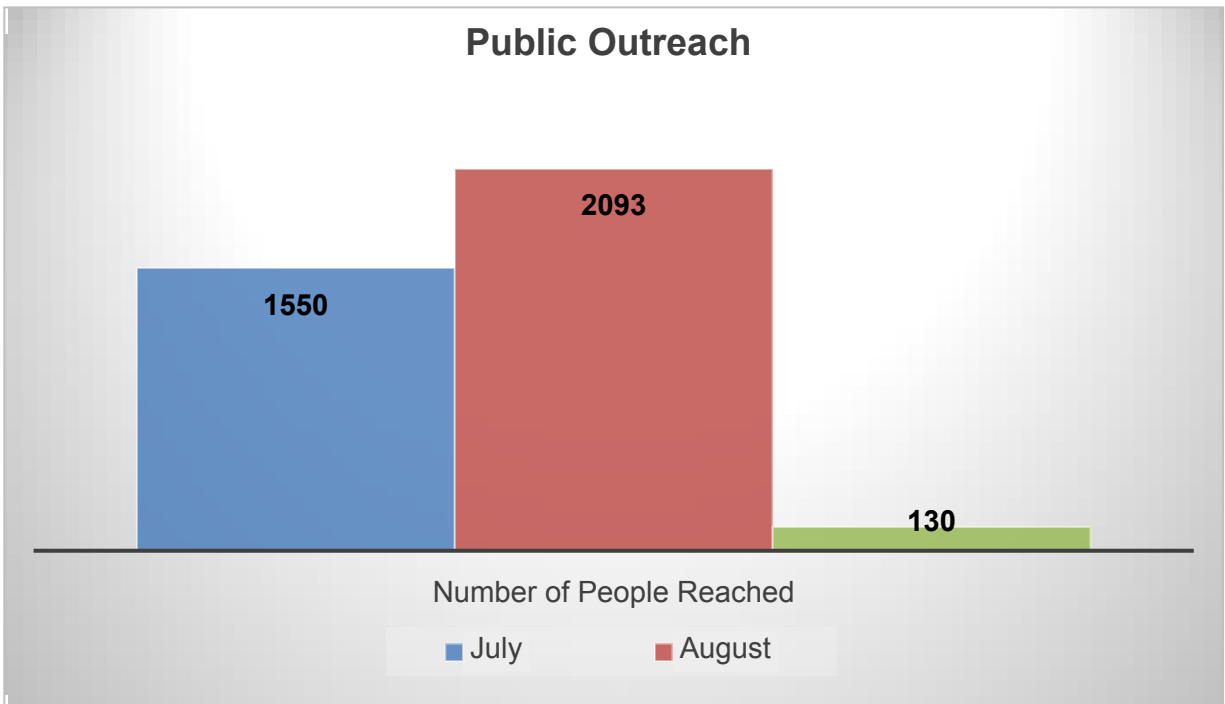


COMMUNITY RISK REDUCTION (CRR):

On July 1st, the Woodland Fire Prevention Bureau became the Community Risk Reduction Division, to more adequately reflect the migration to a risk reduction operating model. Community Risk Reduction (CRR) is a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources (emergency response and prevention) to reduce their occurrence and impact. This process includes looking at the community with a broad lens, critically analyzing where needs and risks exist, and using that to focus on effective ways to address this risk through education, engineering, economic incentive, emergency response, or enforcement strategies. The Division will accomplish this through the critical analysis of the data already collected by the Fire Department (types of emergency response calls every year) and strengthening key networking connections with community partners. The basis of a Community Risk Reduction program is the recognition that risk prevention programs are rarely, "one size fits all," and this framework allows departments the ability to adjust and adapt to the ever-changing society and needs within a community.

Community Risk Reduction (CRR)	July	August	September
Engine Company Inspections	51	38	44
Inspections	40	21	29
Construction – Related Inspections	113	108	122
Plan Reviews	13	15	21
Code Enforcement Hours	6.5	9.5	5
Fire Investigation Hours	9	11	17
Emergency Management Hours	14	6	9
Public Education Events	5	7	7
Public Outreach, Total Number of People	1550	2093	130





COMMUNITY ENGAGEMENT AND PROGRAMS:

Woodland Youth Public Safety Academy (YPSA)

The Woodland Youth Public Safety Academy is a joint collaboration between the Woodland Fire Department and Woodland Police Department. The YPSA is an eight-week training program, the objective of which is to expose the student cadets to some very rewarding careers in public safety to include law enforcement and fire services. We place strong emphasis on self-respect, respect of others, teamwork and commitment to ones' goals. The academy is perfect for any Junior High School student who would like a challenge and to learn more about public safety. The leadership lessons they learn during the academy will last them a lifetime.

There are currently 12 cadets attending the current Fall 2019 YPSA session. These cadets are students at Douglass Middle School, Lee Middle School, South Sutter Charter School and Johnson Junior High School.

Current Session: August 19, 2019 – November 18, 2019

Class Topics include: Introduction to Fire and Police, hoses and fire streams, Motor overview and demonstration, ropes and knots, Homeless Outreach Street Team, Dispatch overview and tour and the Street Response Team.

Next Session: March 2, 2020 – May 18, 2020 – Now accepting registrations!

Explorers

The Woodland Fire Explorer Post is an outreach program sponsored by the fire department for 14 to 20-year-old young men and women who are interested in learning more about a career in the fire service. The program is designed around education, service, and community involvement with the goal of developing core values in the explorers as well as creating a future pool of firefighters to serve in our City. The Explorer Post meets weekly on Wednesday night for two hours and currently has 18 explorers registered. While the Post is organized and hosted in Woodland, the program is so unique in the region that there are members that drive in weekly from as far as Natomas and Sacramento. The Post advisors help the explorers learn about rope rescues, ladders, hose pulling and other fire skills with hands on experiences where they get to experience and learn side by side with members of the Woodland Fire Department. We are proud to say one of our recently graduated explorers was hired with our department and is in the present group of Fire Recruits which began the regional academy on November 12th.

Support Branch

The Woodland Fire Department Support Branch is a group of volunteers who have dedicated themselves to helping restore and preserve the history of the City of Woodland Fire Department. They have been tasked with maintaining the retired fleet of antique apparatus, though the group has taken on so much more. The Support Branch assists and participates in public education events at schools and public events within the City. During the last few months the Support Branch has participated in the Movies on Main event, Main Street Trick or Treating, an educational event at Zamora School, along with opening the Fire Museum on weekends upon public request. The Branch is currently preparing for the Christmas Parade by detailing and decorating the apparatus.



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: November 19, 2019

ITEM #: G.4.

SUBJECT: Police Department Quarterly Status Report for the Period of July 2019 through September 2019

Recommendation for Action: Staff recommends that the City Council accept the Police Department quarterly status report for the period of July 2019 through September 2019.

Staff Contact:

Derrek Kaff, Chief of Police, 530-661-7865, Derrek.Kaff@cityofwoodland.org

Background:

The Police Department Quarterly Status Report includes a summary of all activity within the Department during the time period of July 2019 through September 2019. Staff recognizes that a homicide occurred on October 21, 2019 which will be reflected in the next quarterly report.

Conclusion:

Staff recommends that the City Council accept the Police Department quarterly status report for July 2019 through September 2019.

Prepared By: Trista Kennedy, Executive Assistant

Reviewed By: Derrek Kaff, Chief of Police


Paul Navazio
City Manager

Attachments:

1. Police Qtrly Report - Jul.- Sept. 2019



WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

July - September 2019



The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

OFFICE OF THE CHIEF:

Personnel

July – September 2019	Budgeted	Filled
Sworn	68	67
Non-sworn (FTE)	15	15
Non-sworn (PT/Temp.)	8	7
TOTAL	91	89

Volunteers in Policing Program (ViPs):

The Department's ViP program consists of 34 Volunteers and 7 Chaplains. The ViPs and Chaplains contributed 693 hours for the 3rd quarter for a total of 2,269.21 hours for 2019. The total hours for this quarter are:

ViP Hours	July	August	September	Total
Chaplains	12.5	15.6	24.5	52.6
Volunteers	206.55	219.5	214.37	640.42

The Department volunteers assisted with several events for this quarter to include: the WPAL Junior Giants Program, National Night Out, multiple Woodland Farmer's Markets, all the Movies in the Park events and the Family Resource Fair.

Woodland Youth Public Safety Academy (YPSA):

The Woodland Youth Public Safety Academy is an eight-week training program, the objective of which is to expose the student cadets to very rewarding careers in public safety to include law enforcement and fire services. We place strong emphasis on self-respect, respect of others, teamwork and commitment to one's goals. The academy is perfect for any junior high school student who would like a challenge and to learn more about public safety. The leadership lessons they learn during the academy will last them a lifetime.

There are currently 12 cadets attending the current Fall 2019 YPSA session. These cadets are students at Douglass Middle School, Lee Middle School, South Sutter Charter School and Johnson Junior High School.

Current Session: August 19, 2019 – November 18, 2019

Class Topics include: Introduction to Fire and Police, hoses and fire streams, Motor overview and demonstration, ropes and knots, Homeless Outreach Street Team, Dispatch overview and tour and the Street Response Team.

Next Session: March 2, 2020 – May 18, 2020 – Now accepting registrations!



WOODLAND POLICE DEPARTMENT QUARTERLY REPORT

July - September 2019



Citizen Police Academy (CPA):

The Citizen Police Academy (CPA) is a free interactive course designed to acquaint individuals who are not sworn police officers with the activities of the Police Department. The Citizen Police Academy is open to adults who live or work in Woodland. The Citizen Police Academy will run annually for 12 sessions in the fall of each year.

The 2019 Citizen Police Academy started on September 19, 2019 and runs until December 12, 2019. There are 15 community members participating in the 2019 CPA.

Academy class topics include: History of law enforcement, recruitment, overview of dispatch, patrol operations, traffic laws and enforcement, motors demonstration, traffic stops, K-9 demonstrations, SWAT, gang presentation, Taser and weapon systems overview, role of the public information officer, investigations overview, intelligence-led policing, crime scene investigations, shoot or don't shoot scenarios, homeless outreach street team, crime prevention and more!

The next Citizen Police Academy will be in the Fall 2020. The application period will begin on May 1, 2020. The 2020 Citizen Police Academy will run from September 10, 2020 until December 17, 2020.

UNIDOS:

The objective of the UNIDOS program is to provide an opportunity for the Woodland Police Department to build a strong relationship with our Spanish-speaking residents and to serve as a resource center to help create an improved quality of life for the entire community.

On July 20th, UNIDOS partnered with Mutual Housing at Spring Lake (2170 Farmers Central Road) for their "Nuestra Fiesta" event which celebrated the culture in their community.

On August 22nd, UNIDOS again partnered with Mutual Housing at Spring Lake (2170 Farmers Central Road) for a Neighborhood Watch/UNIDOS presentation for their residents. Also during this event, Chief Kaff introduced himself to the community.

On August 25th, UNIDOS partnered with Holy Rosary Church (301 Walnut Street) for an educational community presentation on "Vaping, E-Cigarettes, and our Youth."

On September 12th, UNIDOS was recognized by the Multi-Cultural Community Council for our dedicated service in the area of Administration of Justice.

On September 16th, UNIDOS partnered with Yolo County Housing Authority (Yolano and Donnelly Circle communities) and rec 2 Go! for "Paletas con la Policía."



WOODLAND POLICE DEPARTMENT QUARTERLY REPORT

July - September 2019



Explorers:

The Explorer program is designed for high school students and young adults. The objective is to expose the Explorers to a very rewarding career in law enforcement and to be role models in their community and amongst their peers. The age group of Explorers are 14 to 20 years and the requirement for those in school is to maintain at least a 2.0 grade point average with no F's.

We currently have 12 Explorers in the program. The program is continuous with two scheduled two-hour meetings per month that cover a variety of topics. The monthly meeting topics include the basic functions of a patrol officer such as traffic stops, arrest techniques, completion of basic forms, police policy, drill and physical training. The Explorers are also exposed to team exercises, public speaking, and they are placed in leadership roles.

Each month, the Explorers join a patrol officer and ride along with them during their patrol shifts for up to four hours. In addition to ride alongs and monthly meetings, the Explorers also assist with community events within the city. Some Explorers attended a certified CPR class taught by the Woodland Fire Department in August.



WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

July - September 2019



PATROL BUREAU:

The backbone of any police organization is its Patrol Bureau. Patrol provides quality law enforcement services to our community 24 hours every day, 365 days per year.

Crime

Category	July	August	September	3 rd Qtr. TOTAL	Previous Qtr. TOTAL	2019 YTD
Homicide	0	0	0	0	1	2
Rape	4	0	1	5	2	11
Robbery	4	6	3	13	12	36
Aggravated Assaults	14	12	20	46	34	117
Simple Assaults	34	42	30	106	124	337
Burglary	36	24	11	71	57	177
Larceny/Thefts	120	88	74	282	248	798
Motor Vehicle Theft	34	15	14	63	34	150
Arson	3	2	4	9	8	45
TOTAL	249	189	157	595	520	1,673

During this quarter, the police department made approximately 611 total arrests. Of the 611 arrests, 37% of the persons arrested reported they were transients.

Reports

	July	August	September	3 rd Qtr. TOTAL	Previous Qtr. TOTAL
Incident Reports (includes online reports)	607	558	471	1,636	1,781
Mail-in Reports (MLRs)	79	51	47	177	185
TOTAL	686	609	518	1,813	1,966

Response Times

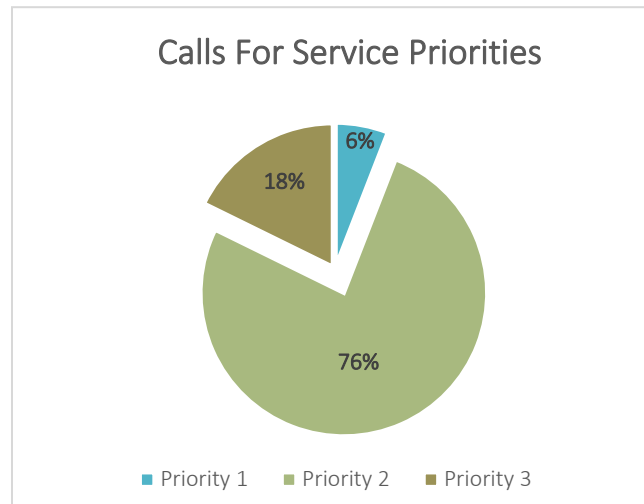
	July	August	September	Previous Qtr. Average
Priority 1	6:51	7:57	7:15	7:52
Priority 2	11:20	12:29	14:17	11:55
Priority 3	18:40	15:32	19:20	19:52



WOODLAND POLICE DEPARTMENT

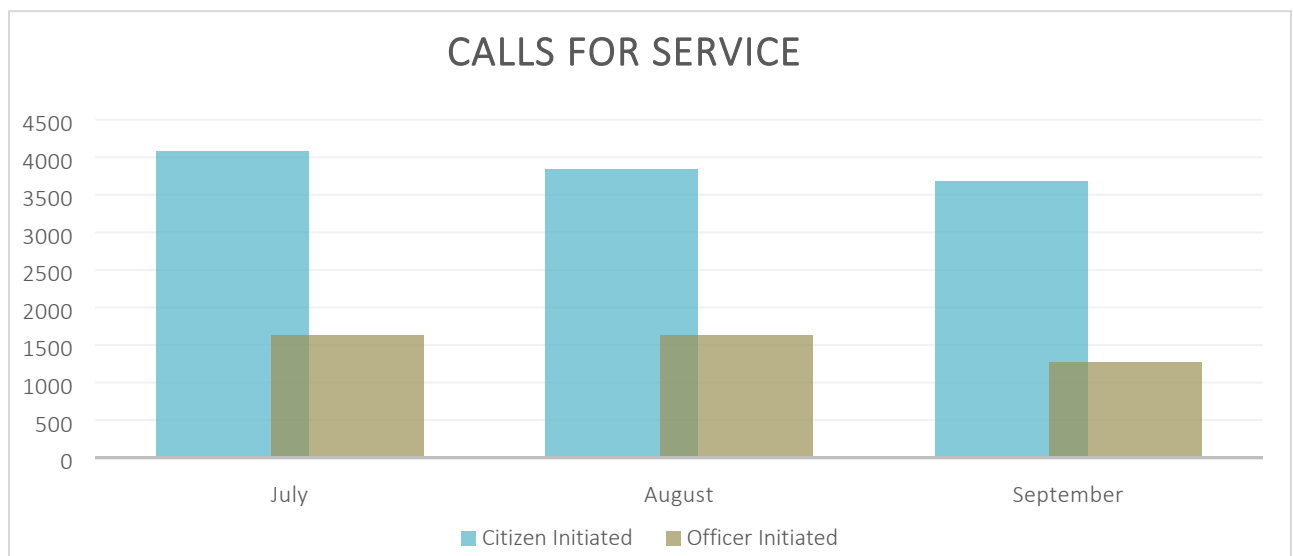
QUARTERLY REPORT

July - September 2019



WORKLOAD

Calls for Service	July	August	September	TOTAL	Previous Qtr. Total
Priority 1	83	118	81	282	258
Priority 2	1,283	1,197	1,172	3,652	3,685
Priority 3	285	289	274	848	788
All other calls for service	4,702	4,436	4,094	13,232	12,854
TOTAL	6,353	6,040	5,621	18,014	17,585





WOODLAND POLICE DEPARTMENT

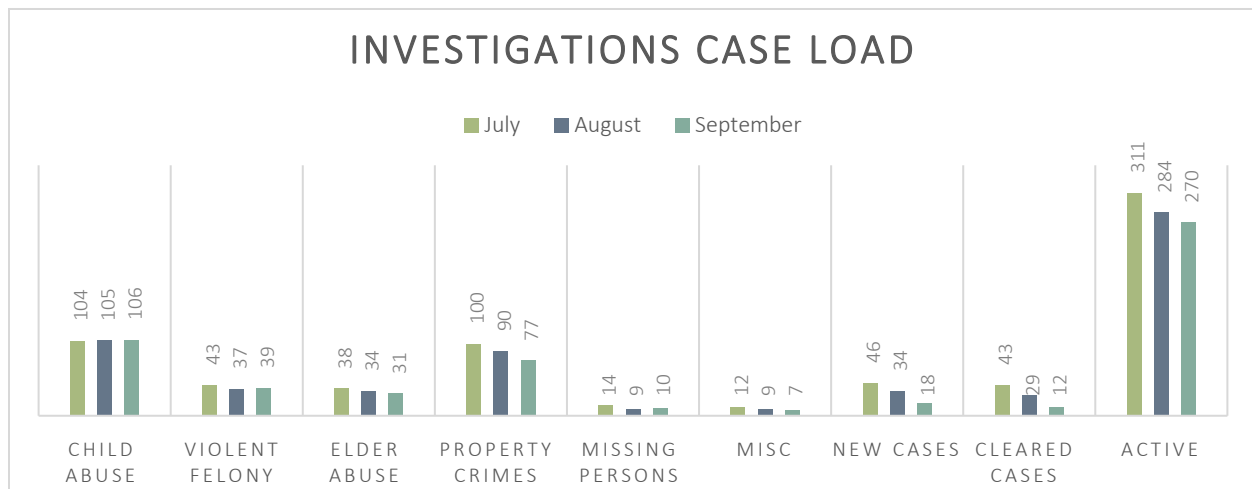
QUARTERLY REPORT

July - September 2019



INVESTIGATIONS BUREAU:

The Investigations Bureau conducts follow-up criminal investigations on all felony and select misdemeanor crimes reported to the Police Department. Typically, a uniformed police officer responds to a call for service and prepares a police report which may require follow-up investigation. A Police Investigator is then assigned to conduct the follow-up, often requiring many hours of investigation before an arrest is made or a case is closed.



290 Registrant Activity	July	August	September
Total registrants	141	141	139
Total transient registrants	24	24	27
290 PC violation warrants issued	0	0	0
Not in compliance with annual update	0	0	0



WOODLAND POLICE DEPARTMENT
QUARTERLY REPORT
July - September 2019



Property and Evidence:

	Jul.- Sept. 2019	Previous Qtr. Total
Evidence Processed	1,573	1,625
Items Purged	957	1,093
Property for Safekeeping	171	260
Found Property	81	205
Property Returned to Owner	97	153

Youth Gang Reduction, Intervention & Prevention (YGRIP)

Woodland's YGRIP Initiative supports a safer community through an expanded collaborative consisting of professionals and community members committed to reducing youth violence, gang membership, and gang activities through the three pillars of evidence-based strategies: suppression, intervention and prevention.

We continue to receive referrals at the rate of 1-2 per month. These referrals are under case management with Support Services Manager Kristen Cline. We are currently looking to add additional members to the Operational Team who have applicable resources for our referrals. YGRIP met with YCRC to discuss a possible partnership.

We have formalized the release of information process and should have all the appropriate forms available for referrals. We also continue to discuss public relations ideas to get the word out about YGIRP.



WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

July - September 2019



COMMUNITY RELATIONS BUREAU:

The Community Relations Bureau is also responsible for all community outreach events, training, and media relations.

School Resource Officers (SRO):

There are three School Resource Officers (SROs) assigned to schools within the Woodland Joint Unified School District. They are responsible for all calls and incidents involving students while on school grounds. While responsible for typical calls for service at the campus, the SROs provide a much greater service.

The SROs had the following activity this quarter:

Activity	July	August	September
Consensual contacts	0	1,192	1,714
Fighting	0	3	22
Other felony crimes	0	0	0
Administrative/Home visits	0	42	70
Overall Total:	0	1,237	1,806

*The school year started on August 21, 2019.

During this quarter, the SROs worked a variety of special events to include the following: Movies in the Park, a UNIDOS event, Back to School night, school rallies, Woodland High and Pioneer High school football games and assisted with the Explorer and PAL programs. SROs taught multiple GREAT classes, attended department training and assisted patrol officers on calls for service. For the month of July, the SROs were assigned to patrol.

Gang Resistance Education and Training (G.R.E.A.T.) Program

The GREAT Program has expanded with this new school year. The GREAT Program runs two sessions per school year at both the 4th and 7th grade level. The first session included Douglass Middle School and 12 elementary schools for a total of 28 classes. The second session will include Lee Middle School and the rest of the elementary classes in the school district. To accomplish teaching these classes, new instructors were added over the summer. These new instructors attended a two-week training program to prepare them to teach these classes.

The expansion to 7th grade has been going very well. The teachers and students involved are enjoying the program and it allows more of our officers to engage with students in a conversation rather than an enforcement role. The instruction provided gives students the knowledge to be successful and avoid trouble.



WOODLAND POLICE DEPARTMENT QUARTERLY REPORT

July - September 2019



Homeless Outreach Street Team (HOST) Information and Statistics

During this quarter HOST continued their efforts to connect people with a variety of services through the assistance of multiple agencies and our Social Services Manager, Kristen Cline. Officer Bell was successful in getting one individual off the street and into housing and several others into treatment programs. The HOST team was able to obtain their new truck which allowed for more efficiency of the team considering the rugged areas they often need to travel. The HOST truck also allows for transport of belongings if needed. The HOST team is very appreciative of their new work vehicle.

During this time, we also met with Public Defender Tracie Olsen to work out an avoidance plan with some of her clients that had current criminal cases pending so they could avoid getting further criminal cases.

Our big challenges during this period have been Ferns Park, Ralph Harris Park, and the old Courthouse. HOST did a number of early-ins during this time to try and contact as many people as possible and to discourage this type of behavior. We were successful at the parks but are continuing our efforts with the old Courthouse. We also contacted a number of citizens that were interested in helping out in their neighborhood parks to keep them clean and well maintained. HOST presented to our Parks Department the idea of Adopt-A-Park as an option for these invested community members to assist in keeping our parks clean and usable.

HOST did a number of major clean ups during this period with the assistance of Public Works, the Parks Department, CalTrans and Probation. The areas of these cleanups included the area around Deaner Way and along the Interstate 5 sound wall running South from E Main St to County Rd 102. Several tons of garbage were removed, vegetation was trimmed up, fences were mended, grates were installed over the drain culverts and a multitude of camps were removed.

The following are some approximate general statistics related to HOST activity for the last quarter:

Contacts	697
Camps	185
Camps cleaned	95
Services Offered/Accepted	213 / 14
Business Contacts	77
Arrests	15
Phone Calls / Emails	62





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.5.
SUBJECT: Salary Schedule effective November 1, 2019

Recommendation for Action: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective November 1, 2019.

Staff Contact:

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

Fiscal Impact:

The action to approve the salary schedule has no direct fiscal impact.

Background:

The California Public Employees' Retirement System (CalPERS) requires that the City Council adopt and approve the salary schedule whenever there is a change. This staff report serves to meet the CalPERS requirement for the following changes to the Fire job series and expansion of the Library Services Director effective November 1, 2018.

Discussion:

CalPERS require that the salary schedule is presented to the City Council whenever there is a change. The attached Salary Schedule includes the following changes:

- Fire Prevention Series to Community Risk Reduction, with the addition of a Community Risk Reduction Senior.
- Expansion of the salary range for the Library Services Director

Conclusion:

Staff recommends that the City Council approve the City of Woodland Salary Schedule effective November 1, 2019.

Prepared By: Sheila McShane, Human Resources Manager

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

Paul Navazio
City Manager

Attachments:

1. 11-01-19

CITY OF WOODLAND - SALARY SCHEDULE

Effective November 1, 2019

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY										
Accountant I *	116	MM	\$4,738.51	\$4,975.44	\$5,224.21	\$5,485.42	\$5,759.69	\$5,903.68		
Accountant II *	120	MM	\$5,230.44	\$5,491.96	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Accounting Technician	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Administrative Clerk I	28	GS	\$2,710.40	\$2,845.92	\$2,988.22	\$3,137.64	\$3,294.51	\$3,459.24		
Administrative Clerk II	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Administrative Clerk III	36	GS	\$3,302.37	\$3,467.49	\$3,640.87	\$3,822.92	\$4,014.07	\$4,214.77		
Administrative Secretary	42	GS	\$3,829.73	\$4,021.23	\$4,222.28	\$4,433.40	\$4,655.06	\$4,887.82		
Administrative Supervisor	47	GS	\$4,333.00	\$4,549.64	\$4,777.13	\$5,015.98	\$5,266.79	\$5,530.12		
Aquatics Coordinator	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Aquatics Supervisor	48	GS	\$4,441.31	\$4,663.38	\$4,896.55	\$5,141.38	\$5,398.45	\$5,668.37		
Assistant Engineer *	125	MM	\$5,917.75	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.89		
Assistant Planner *	118	MM	\$4,978.39	\$5,227.32	\$5,488.68	\$5,763.12	\$6,051.27	\$6,202.55		
Associate Civil Engineer *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Associate Engineer *	127	MM	\$6,217.34	\$6,528.21	\$6,854.61	\$7,197.35	\$7,557.22	\$7,746.15		
Associate Planner *	124	MM	\$5,773.42	\$6,062.09	\$6,365.19	\$6,683.45	\$7,017.63	\$7,193.07		
Asst City Manager/Comm & Econ Dev Dir *	Contract		\$12,463.47				\$16,001.30			
Building Inspection Services Manager *	132	MM	\$7,034.34	\$7,386.07	\$7,755.36	\$8,143.13	\$8,550.29	\$8,764.05		
Building Inspector I	49	GS	\$4,552.35	\$4,779.97	\$5,018.96	\$5,269.92	\$5,533.41	\$5,810.08		
Building Inspector II	53	GS	\$5,024.94	\$5,276.19	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24		
Chief Building Official *	140	MM	\$8,570.67	\$8,999.20	\$9,449.16	\$9,921.62	\$10,417.70	\$10,678.14		
Chief Collection Systems Operator *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Chief Plant Operator *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Chief Project Engineer *	145	MM	\$9,696.93	\$10,181.76	\$10,690.87	\$11,225.41	\$11,786.67	\$12,081.33		
Chief Water Systems Operator *	132	MM	\$7,034.34	\$7,386.07	\$7,755.36	\$8,143.13	\$8,550.29	\$8,764.05		
Children's Librarian II *	118	MM	\$4,978.39	\$5,227.31	\$5,488.68	\$5,763.13	\$6,051.27	\$6,202.56		
City Clerk *	Contract		\$7,630.73				\$10,598.24			
City Engineer *	145	MM	\$9,696.93	\$10,181.77	\$10,690.87	\$11,225.40	\$11,786.67	\$12,081.34		
City Manager *	Contract						\$21,000.00			
Code Compliance Officer I	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Code Compliance Officer II	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Community Development Clerk I	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Community Development Clerk II	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Community Development Director *	Contract		\$9,529.20				\$13,810.44			
Community Development Technician I	42	GS	\$3,829.73	\$4,021.23	\$4,222.28	\$4,433.40	\$4,655.06	\$4,887.82		
Community Development Technician II	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Community Risk Reduction Specialist I	Base	F	\$4,578.76	\$4,807.91	\$5,048.29	\$5,300.71	\$5,565.73			
Community Risk Reduction Specialist II	Base	F	\$4,923.67	\$5,169.87	\$5,428.36	\$5,699.78	\$5,984.78			
Community Risk Reduction Specialist Senior	Base	F	\$5,292.95	\$5,557.61	\$5,835.49	\$6,127.26	\$6,433.64			
Community Services Director	Contract		\$9,449.55				\$12,095.70			
Community Services Officer *	Base	P	\$3,920.06	\$4,116.06	\$4,321.86	\$4,537.96	\$4,764.86	\$5,003.11		
Community Services Program Manager *	125	MM	\$5,917.75	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.89		
Conservation Coordinator	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Construction Project Manager *	129	MM	\$6,532.09	\$6,858.69	\$7,201.62	\$7,561.71	\$7,939.80	\$8,138.29		
Crime Prevention Specialist *	Base	P	\$3,920.06	\$4,116.06	\$4,321.86	\$4,537.96	\$4,764.86	\$5,003.11		
Deputy Director of Community Development *	Contract		\$9,927.40				\$12,727.43			
Deputy Fire Chief	Flat	FM	\$10,363.73	\$10,881.92	\$11,426.02	\$11,997.31	\$12,699.69			
Economic Development Manager *	136	MM	\$7,764.60	\$8,152.83	\$8,560.48	\$8,988.50	\$9,437.92	\$9,673.87		
Electrical / Signs & Markings Supervisor	67	GS	\$7,100.12	\$7,455.12	\$7,827.87	\$8,219.27	\$8,630.24	\$9,061.75		
Electrician's Assistant	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Engineering Aide I	33	GS	\$3,066.58	\$3,219.90	\$3,380.91	\$3,549.94	\$3,727.44	\$3,913.81		
Engineering Aide II	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Engineering Assistant	56	GS	\$5,411.32	\$5,681.88	\$5,965.98	\$6,264.27	\$6,577.49	\$6,906.36		

CITY OF WOODLAND - SALARY SCHEDULE

Effective November 1, 2019

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Engineering Technician I	44	GS	\$4,023.62	\$4,224.80	\$4,436.04	\$4,657.84	\$4,890.73	\$5,135.27		
Engineering Technician II	48	GS	\$4,441.31	\$4,663.38	\$4,896.55	\$5,141.38	\$5,398.45	\$5,668.37		
Engineering Technician III	52	GS	\$4,902.39	\$5,147.50	\$5,404.88	\$5,675.13	\$5,958.88	\$6,256.82		
Environmental Compliance Inspector I	39	GS	\$3,556.28	\$3,734.10	\$3,920.81	\$4,116.85	\$4,322.69	\$4,538.83		
Environmental Compliance Inspector II	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Environmental Compliance Specialist	49	GS	\$4,552.35	\$4,779.97	\$5,018.96	\$5,269.92	\$5,533.41	\$5,810.08		
Environmental Resources Analyst *	127	MM	\$6,217.34	\$6,528.21	\$6,854.61	\$7,197.35	\$7,557.21	\$7,946.14		
Environmental Sustainability Manger *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Equipment Service Clerk	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Equipment Service Worker	34	GS	\$3,143.25	\$3,300.40	\$3,465.42	\$3,638.69	\$3,820.63	\$4,011.67		
Executive Assistant - Confidential		C	\$4,254.49	\$4,467.22	\$4,690.58	\$4,925.11	\$5,171.36	\$5,429.93		
Facility Maintenance Worker I	35	GS	\$3,221.82	\$3,382.92	\$3,552.06	\$3,729.66	\$3,916.15	\$4,111.96		
Facility Maintenance Worker II	41	GS	\$3,736.32	\$3,923.14	\$4,119.30	\$4,325.26	\$4,541.53	\$4,768.60		
Facility Maintenance Worker III	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Finance Clerk I	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Finance Clerk II	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Finance Clerk III	41	GS	\$3,736.32	\$3,923.14	\$4,119.30	\$4,325.26	\$4,541.53	\$4,768.60		
Finance Director *	Contract		\$9,562.32				\$12,275.28			
Finance Officer *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Finance Specialist	41	GS	\$3,736.32	\$3,923.14	\$4,119.30	\$4,325.26	\$4,541.53	\$4,768.60		
Finance Supervisor	54	GS	\$5,150.56	\$5,408.10	\$5,678.50	\$5,962.43	\$6,260.55	\$6,573.57		
Financial Services Manager	136	MM	\$7,764.60	\$8,152.83	\$8,560.48	\$8,988.50	\$9,437.92	\$9,673.87		
Fire Battalion Chief	Flat	FM	\$9,085.29	\$9,539.54	\$10,016.52	\$10,517.35	\$11,043.21			
Fire Captain	Base	F	\$7,258.11	\$7,621.01	\$8,002.06	\$8,402.17	\$8,822.27			
Fire Chief **	Contract		\$11,305.55				\$14,682.50			
Fire Engineer	Base	F	\$6,299.25	\$6,614.21	\$6,944.93	\$7,292.18	\$7,656.77			
Fire Marshal	Flat	FM	\$9,085.29	\$9,539.54	\$10,016.52	\$10,517.35	\$11,043.21			
Fire Prevention Specialist I (aka Community Risk Reduction I)	Base	F	\$4,578.76	\$4,807.91	\$5,048.29	\$5,300.71	\$5,565.73			
Fire Prevention Specialist II (aka Community Risk Reduction II)	Base	F	\$4,923.67	\$5,169.87	\$5,428.36	\$5,699.78	\$5,984.78			
Firefighter	Base	F	\$5,550.44	\$5,827.96	\$6,119.35	\$6,425.33	\$6,746.58			
Firefighter Recruit	Base	F	\$4,995.40							
Fleet & Facilities Manager *	131	MM	\$6,862.77	\$7,205.92	\$7,566.21	\$7,944.52	\$8,341.76	\$8,550.30		
GIS Analyst	62	GS	\$6,275.47	\$6,589.24	\$6,918.70	\$7,264.64	\$7,627.87	\$8,009.26		
GIS Technician I	49	GS	\$4,552.35	\$4,779.97	\$5,018.96	\$5,269.92	\$5,533.41	\$5,810.08		
GIS Technician II	53	GS	\$5,024.94	\$5,276.19	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24		
Heavy Equipment Mechanic	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Human Resources Analyst I		C	\$5,176.64	\$5,435.47	\$5,707.24	\$5,992.60	\$6,292.23	\$6,292.23		
Human Resources Analyst II		C	\$5,856.89	\$6,149.73	\$6,457.22	\$6,780.08	\$7,119.09	\$7,119.09		
Human Resources Clerk		C	\$3,268.09	\$3,431.50	\$3,603.08	\$3,783.23	\$3,972.39	\$4,171.01		
Human Resources Manager		C	\$8,270.71	\$8,684.25	\$9,118.45	\$9,574.38	\$10,053.10	\$10,053.10		
Human Resources Technician I		C	\$3,884.72	\$4,078.96	\$4,282.90	\$4,497.05	\$4,721.90	\$4,957.99		
Human Resources Technician II		C	\$4,331.41	\$4,547.98	\$4,775.37	\$5,014.14	\$5,264.85	\$5,528.09		
Industrial Electrical/Electronics Technician	58	GS	\$5,685.27	\$5,969.53	\$6,268.00	\$6,581.41	\$6,910.47	\$7,256.00		
Information Technology Analyst	60	GS	\$5,973.08	\$6,271.74	\$6,585.32	\$6,914.59	\$7,260.32	\$7,623.34		
Information Technology Manager *	138	MM	\$8,157.68	\$8,565.56	\$8,993.85	\$9,443.53	\$9,915.72	\$10,163.61		
Information Technology Technician I	48	GS	\$4,441.31	\$4,663.38	\$4,896.55	\$5,141.38	\$5,398.45	\$5,668.37		
Information Technology Technician II	52	GS	\$4,902.39	\$5,147.50	\$5,404.88	\$5,675.13	\$5,958.88	\$6,256.82		
Infrastructure O & M Superintendent *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Junior Engineer *	121	MM	\$5,361.19	\$5,629.25	\$5,910.71	\$6,206.24	\$6,516.57	\$6,679.48		
Junior Planner *	113	MM	\$4,400.18	\$4,620.18	\$4,851.19	\$5,093.75	\$5,348.45	\$5,482.16		
Laboratory & Environmental Compliance Mgr *	129	MM	\$6,532.09	\$6,858.69	\$7,201.62	\$7,561.71	\$7,939.80	\$8,138.29		
Laboratory Supervisor *	127	MM	\$6,217.34	\$6,528.20	\$6,854.61	\$7,197.35	\$7,557.21	\$7,946.14		
Laboratory Technician I	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		

CITY OF WOODLAND - SALARY SCHEDULE

Effective November 1, 2019

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Laboratory Technician II	47	GS	\$4,333.00	\$4,549.64	\$4,777.13	\$5,015.98	\$5,266.79	\$5,530.12		
Librarian I *	114	MM	\$4,510.19	\$4,735.70	\$4,972.48	\$5,221.10	\$5,482.15	\$5,619.20		
Librarian II *	118	MM	\$4,978.39	\$5,227.31	\$5,488.68	\$5,763.13	\$6,051.27	\$6,202.56		
Librarian III *	122	MM	\$5,495.22	\$5,769.97	\$6,058.49	\$6,361.40	\$6,679.48	\$6,846.47		
Library Services Director *	Contract		\$8,005.77				\$10,277.33			
Library Technical Assistant I	29	GS	\$2,778.16	\$2,917.08	\$3,062.93	\$3,216.08	\$3,376.88	\$3,545.73		
Library Technical Assistant II	33	GS	\$3,066.58	\$3,219.90	\$3,380.91	\$3,549.94	\$3,727.44	\$3,913.81		
Library Technical Assistant III	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Light Equipment Mechanic	41	GS	\$3,736.32	\$3,923.14	\$4,119.30	\$4,325.26	\$4,541.53	\$4,768.60		
Literacy Coordinator	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Maintenance Supervisor	53	GS	\$5,024.94	\$5,276.19	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24		
Maintenance Worker I	35	GS	\$3,221.82	\$3,382.92	\$3,552.06	\$3,729.66	\$3,916.15	\$4,111.96		
Maintenance Worker II	40	GS	\$3,645.20	\$3,827.46	\$4,018.82	\$4,219.77	\$4,430.76	\$4,652.30		
Maintenance Worker III	44	GS	\$4,023.62	\$4,224.80	\$4,436.04	\$4,657.84	\$4,890.73	\$5,135.27		
Management Analyst I *	120	MM	\$5,230.43	\$5,491.95	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Management Analyst II *	125	MM	\$5,917.74	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.88		
Marketing and Business Relations Specialist *	120	MM	\$5,230.43	\$5,491.95	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Meter Services Technician	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Office Manager *	115	MM	\$4,622.94	\$4,854.08	\$5,096.79	\$5,351.62	\$5,619.21	\$5,759.69		
Operations and Maintenance Superintendent *	137	MM	\$7,958.73	\$8,356.66	\$8,774.50	\$9,213.22	\$9,673.88	\$9,915.73		
Park Maintenance Technician	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Park Maintenance Worker I	35	GS	\$3,221.82	\$3,382.92	\$3,552.06	\$3,729.66	\$3,916.15	\$4,111.96		
Park Maintenance Worker II	39	GS	\$3,556.28	\$3,734.10	\$3,920.81	\$4,116.85	\$4,322.69	\$4,538.83		
Park Maintenance Worker III	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Park Planner *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Park Superintendent *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Park Supervisor	51	GS	\$4,782.82	\$5,021.96	\$5,273.06	\$5,536.71	\$5,813.54	\$6,104.22		
Planning Manager *	140	MM	\$8,570.67	\$8,999.20	\$9,449.16	\$9,921.62	\$10,417.70	\$10,678.14		
Police Captain **	Base	PM	\$10,894.49	\$11,439.23	\$12,011.18	\$12,611.75	\$13,242.33	\$13,904.45	\$14,599.68	\$15,329.67
Police Chief **	Contract		\$13,358.70				\$17,427.09			
Police Crime and Intelligence Analyst *	Base	PS	\$5,227.54	\$5,488.93	\$5,763.37	\$6,051.54	\$6,354.11			
Police Lieutenant **	Base	PM	\$9,912.24	\$10,407.85	\$10,928.25	\$11,474.67	\$12,048.41	\$12,650.83	\$13,283.37	\$13,947.54
Police Officer **	Base	P	\$5,955.46	\$6,253.23	\$6,565.89	\$6,894.19	\$7,238.90	\$7,600.84	\$7,980.89	
Police Officer Recruit (Non-Safety)	Base		\$5,359.91							
Police Records Manager *	120	MM	\$5,230.43	\$5,491.95	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Police Records Specialist *	Base	P	\$3,479.41	\$3,653.35	\$3,836.03	\$4,027.83	\$4,229.23			
Police Records Supervisor	Base	PS	\$4,903.78	\$5,148.95	\$5,406.41	\$5,676.76	\$5,960.60			
Police Sergeant **	Base	PS	\$7,166.07	\$7,524.38	\$7,900.60	\$8,295.63	\$8,710.42	\$9,145.94	\$9,603.24	\$10,083.40
Pool Facility Technician	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Principal Civil Engineer *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Principal Planner *	136	MM	\$7,764.60	\$8,152.83	\$8,560.48	\$8,988.50	\$9,437.92	\$9,673.87		
Principal Utilities Civil Engineer *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Public Works Director *	Contract		\$10,740.71				\$13,982.76			
Public Works O&M Infrastructure Admin	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Purchasing Manager *	123	MM	\$5,632.60	\$5,914.23	\$6,209.94	\$6,520.44	\$6,846.46	\$7,017.62		
Recreation Coordinator	36	GS	\$3,302.37	\$3,467.49	\$3,640.87	\$3,822.92	\$4,014.07	\$4,214.77		
Recreation Superintendent *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Recreation Supervisor	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Redevelopment & Housing Analyst I *	120	MM	\$5,230.44	\$5,491.96	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Redevelopment & Housing Analyst II *	124	MM	\$5,773.42	\$6,062.09	\$6,365.19	\$6,683.45	\$7,017.63	\$7,193.07		
Redevelopment Manager *	136	MM	\$7,764.60	\$8,152.83	\$8,560.48	\$8,988.50	\$9,437.92	\$9,673.87		
Secretary to City Manager		C	\$4,363.58	\$4,581.76	\$4,810.85	\$5,051.39	\$5,303.96	\$5,569.16		
Senior Accountant *	125	MM	\$5,917.75	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.89		

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CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Senior Application Analyst *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Senior Associate Civil Engineer *	134	MM	\$7,390.47	\$7,759.99	\$8,147.99	\$8,555.38	\$8,983.16	\$9,207.74		
Senior Building Inspector	57	GS	\$5,546.60	\$5,823.93	\$6,115.13	\$6,420.88	\$6,741.92	\$7,079.02		
Senior Building Plans Examiner	58	GS	\$5,685.27	\$5,969.53	\$6,268.00	\$6,581.41	\$6,910.47	\$7,256.00		
Senior Center Manager *	120	MM	\$5,230.44	\$5,491.96	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Senior Civil Engineer *	138	MM	\$8,157.68	\$8,565.56	\$8,993.85	\$9,443.53	\$9,915.72	\$10,163.61		
Senior Construction Project Manager *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Senior Engineering Assistant	58	GS	\$5,685.27	\$5,969.53	\$6,268.00	\$6,581.41	\$6,910.47	\$7,256.00		
Senior Equipment Mechanic	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Senior Human Resources Analyst		C	\$6,735.42	\$7,072.19	\$7,425.80	\$7,797.09	\$8,186.95	\$8,186.95		
Senior Maintenance Worker	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Senior Management Analyst *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Senior Planner *	132	MM	\$7,034.34	\$7,386.07	\$7,755.35	\$8,143.13	\$8,550.29	\$8,764.05		
Senior Police Records Specialist *	Base	P	\$3,827.34	\$4,018.70	\$4,219.64	\$4,430.64	\$4,652.18			
Senior Signs and Markings Technician	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Senior Systems Analyst *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$5,973.08	\$6,271.74	\$6,585.32	\$6,914.59	\$7,260.32	\$7,623.34		
Senior Tree Trimmer	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$5,150.56	\$5,408.10	\$5,678.50	\$5,962.43	\$6,260.55	\$6,573.57		
Senior Utilities Maintenance Worker (Water)	54	GS	\$5,150.56	\$5,408.10	\$5,678.50	\$5,962.43	\$6,260.55	\$6,573.57		
Senior Water Pollution Control Operator	67	GS	\$7,100.12	\$7,455.12	\$7,827.87	\$8,219.27	\$8,630.24	\$9,061.75		
Senior Water System Operator	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$6,926.94	\$7,273.28	\$7,636.94	\$8,018.79	\$8,419.73	\$8,840.71		
Signs and Markings Tech I	39	GS	\$3,556.28	\$3,734.10	\$3,920.81	\$4,116.85	\$4,322.69	\$4,538.83		
Signs and Markings Tech II	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Social Services Manager *	132	MM	\$7,034.34	\$7,386.07	\$7,755.35	\$8,143.13	\$8,550.29	\$8,764.05		
Sports Manager *	125	MM	\$5,917.75	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.89		
Stock Clerk	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Storekeeper	35	GS	\$3,221.82	\$3,382.92	\$3,552.06	\$3,729.66	\$3,916.15	\$4,111.96		
Traffic Signal / Street Lighting Technician	56	GS	\$5,411.32	\$5,681.88	\$5,965.98	\$6,264.27	\$6,577.49	\$6,906.36		
Transportation Engineer *	134	MM	\$7,390.47	\$7,759.99	\$8,147.99	\$8,555.38	\$8,983.16	\$9,207.74		
Treatment Plant Mechanic	54	GS	\$5,150.56	\$5,408.10	\$5,678.50	\$5,962.43	\$6,260.55	\$6,573.57		
Tree Trimmer I	39	GS	\$3,556.28	\$3,734.10	\$3,920.81	\$4,116.85	\$4,322.69	\$4,538.83		
Tree Trimmer II	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Underground Utility Service Locator	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Utilities Maintenance Supervisor	53	GS	\$5,024.94	\$5,276.19	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24		
Utilities Maintenance Worker I	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Utilities Maintenance Worker II	42	GS	\$3,829.73	\$4,021.23	\$4,222.28	\$4,433.40	\$4,655.06	\$4,887.82		
Utilities Maintenance Worker III (Sewer)	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Utilities Maintenance Worker III (Water)	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Utilities Maintenance Worker IV (Water)	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Wastewater Systems Administrator *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Water / Wastewater Instrumental Technician	62	GS	\$6,275.47	\$6,589.24	\$6,918.70	\$7,264.64	\$7,627.87	\$8,009.26		
Water Pollution Control Facility Superintendent *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Water Pollution Control O-I-T	40	GS	\$3,645.20	\$3,827.46	\$4,018.82	\$4,219.77	\$4,430.76	\$4,652.30		
Water Pollution Control Operator I	51	GS	\$4,782.82	\$5,021.96	\$5,273.06	\$5,536.71	\$5,813.54	\$6,104.22		
Water Pollution Control Operator II	55	GS	\$5,279.33	\$5,543.30	\$5,820.46	\$6,111.48	\$6,417.05	\$6,737.91		
Water Pollution Control Operator III	59	GS	\$5,827.40	\$6,118.76	\$6,424.70	\$6,745.93	\$7,083.24	\$7,437.40		
Water Pollution Control Operator IV	63	GS	\$6,432.35	\$6,753.97	\$7,091.66	\$7,446.24	\$7,818.55	\$8,209.48		
Water Systems Administrator *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Water Systems Operator I	40	GS	\$3,645.20	\$3,827.46	\$4,018.82	\$4,219.77	\$4,430.76	\$4,652.30		
Water Systems Operator II	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		

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Effective November 1, 2019

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
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* Employee pays PERS Misc. Member Contribution of 8%

** Employee pays PERS Safety Member Contribution of 9%

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

Effective July 1, 2019 for MMPA classifications, Step F will be 2.5% above Step E

TEMPORARY / PART-TIME / SEASONAL EMPLOYEES - HOURLY WAGES ***

CLASSIFICATION			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	25.15	26.41	27.73	29.12	30.57	31.34		
Accountant II *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Accounting Technician	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Administrative Clerk I	28	GS	15.64	16.42	17.24	18.10	19.01	19.96		
Administrative Clerk II	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Administrative Clerk III	36	GS	19.05	20.01	21.01	22.06	23.16	24.32		
Administrative Secretary	42	GS	22.10	23.20	24.36	25.58	26.86	28.20		
Administrative Supervisor	47	GS	25.00	26.25	27.56	28.94	30.39	31.91		
Aquatics Coordinator	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Aquatics Supervisor	48	GS	25.62	26.90	28.25	29.66	31.15	32.70		
Assistant Engineer *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Assistant Planner *	118	MM	26.42	27.75	29.13	30.59	32.12	32.92		
Associate Civil Engineer *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Associate Engineer *	127	MM	33.00	34.65	36.38	38.20	40.11	41.11		
Associate Planner *	124	MM	30.64	32.18	33.79	35.47	37.25	38.18		
Asst City Manager/Comm & Econ Dev Dir *	Contract		66.15				84.93			
Building Inspection Services Manager *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Building Inspector I	49	GS	26.26	27.58	28.96	30.40	31.92	33.52		
Building Inspector II	53	GS	28.99	30.44	31.96	33.56	35.24	37.00		
Chief Building Official *	140	MM	45.49	47.77	50.15	52.66	55.30	56.68		
Chief Collection Systems Operator *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Chief Plant Operator *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Chief Project Engineer *	145	MM	51.47	54.04	56.74	59.58	62.56	64.13		
Chief Water Systems Operator *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Children's Librarian II *	118	MM	26.42	27.75	29.13	30.59	32.12	32.92		
City Clerk *	Contract		40.50				56.25			
City Engineer *	145	MM	51.47	54.04	56.74	59.58	62.56	64.13		
City Manager *	Contract						121.16			
Code Compliance Officer I	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Code Compliance Officer II	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Community Development Clerk I	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Community Development Clerk II	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Community Development Director *	Contract		50.58				73.30			
Community Development Technician I	42	GS	22.10	23.20	24.36	25.58	26.86	28.20		
Community Development Technician II	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Community Risk Reduction Specialist I	Base	F	26.42	27.74	29.13	30.58	32.11	0.00		
Community Risk Reduction Specialist II	Base	F	28.41	29.83	31.32	32.88	34.53	0.00		
Community Risk Reduction Specialist Senior	Base	F	30.54	32.06	33.67	35.35	37.12	0.00		
Community Services Director	Contract		54.52	0.00	0.00	0.00	69.78	0.00		
Community Services Officer *	Base	P	20.81	21.85	22.94	24.09	25.29	26.56		
Community Services Program Manager *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Conservation Coordinator	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Construction Project Manager *	129	MM	34.67	36.40	38.22	40.14	42.14	43.20		
Crime Prevention Specialist *	Base	P	20.81	21.85	22.94	24.09	25.29	26.56		

CITY OF WOODLAND - SALARY SCHEDULE

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CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Deputy Director of Community Development *	Contract		57.27				73.43			
Deputy Fire Chief	Flat	FM	59.79	62.78	65.92	69.22	73.27			
Economic Development Manager *	136	MM	41.21	43.27	45.44	47.71	50.09	51.35		
Electrical / Signs & Markings Supervisor	67	GS	40.96	43.01	45.16	47.42	49.79	52.28		
Electrician's Assistant	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Engineering Aide I	33	GS	17.69	18.58	19.51	20.48	21.50	22.58		
Engineering Aide II	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Engineering Assistant	56	GS	31.22	32.78	34.42	36.14	37.95	39.85		
Engineering Technician I	44	GS	23.21	24.37	25.59	26.87	28.22	29.63		
Engineering Technician II	48	GS	25.62	26.90	28.25	29.66	31.15	32.70		
Engineering Technician III	52	GS	28.28	29.70	31.18	32.74	34.38	36.10		
Environmental Compliance Inspector I	39	GS	20.52	21.54	22.62	23.75	24.94	26.19		
Environmental Compliance Inspector II	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Environmental Compliance Specialist	49	GS	26.26	27.58	28.96	30.40	31.92	33.52		
Environmental Resources Analyst *	127	MM	33.00	34.65	36.38	38.20	40.11	41.11		
Environmental Sustainability Manger *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Equipment Service Clerk	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Equipment Service Worker	34	GS	18.13	19.04	19.99	20.99	22.04	23.14		
Executive Assistant - Confidential		C	24.55	25.77	27.06	28.41	29.84	31.33		
Facility Maintenance Worker I	35	GS	18.59	19.52	20.49	21.52	22.59	23.72		
Facility Maintenance Worker II	41	GS	21.56	22.63	23.77	24.95	26.20	27.51		
Facility Maintenance Worker III	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Finance Clerk I	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Finance Clerk II	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Finance Clerk III	41	GS	21.56	22.63	23.77	24.95	26.20	27.51		
Finance Director *	Contract		55.17	0.00	0.00	0.00	70.82	0.00		
Finance Officer *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Finance Specialist	41	GS	21.56	22.63	23.77	24.95	26.20	27.51		
Finance Supervisor	54	GS	29.72	31.20	32.76	34.40	36.12	37.93		
Financial Services Manager	136	MM	41.21	43.27	45.44	47.71	50.09	51.35		
Fire Battalion Chief	Flat	FM	52.42	55.04	57.79	60.68	63.71	0.00		
Fire Captain	Base	F	41.87	43.97	46.17	48.47	50.90	0.00		
Fire Chief **	Contract		65.23	0.00	0.00	0.00	84.71	0.00		
Fire Engineer	Base	F	36.34	38.16	40.07	42.07	44.17	0.00		
Fire Marshal	Flat	FM	52.42	55.04	57.79	60.68	63.71	0.00		
Fire Prevention Specialist I	Base	F	26.42	27.74	29.13	30.58	32.11	0.00		
Fire Prevention Specialist II	Base	F	28.41	29.83	31.32	32.88	34.53	0.00		
Firefighter	Base	F	32.02	33.62	35.30	37.07	38.92	0.00		
Firefighter Recruit	Base	F	28.82	0.00	0.00	0.00	0.00	0.00		
Fleet & Facilities Manager *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
GIS Analyst	62	GS	36.21	38.02	39.92	41.91	44.01	46.21		
GIS Technician I	49	GS	26.26	27.58	28.96	30.40	31.92	33.52		
GIS Technician II	53	GS	28.99	30.44	31.96	33.56	35.24	37.00		
Heavy Equipment Mechanic	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Human Resources Analyst I		C	29.87	31.36	32.93	34.57	36.30	36.30		
Human Resources Analyst II		C	33.79	35.48	37.25	39.12	41.07	41.07		
Human Resources Clerk		C	18.85	19.80	20.79	21.83	22.92	24.06		
Human Resources Manager		C	47.72	50.10	52.61	55.24	58.00	58.00		
Human Resources Technician I		C	22.41	23.53	24.71	25.95	27.24	28.60		
Human Resources Technician II		C	24.99	26.24	27.55	28.93	30.37	31.89		
Industrial Electrical/Electronics Technician	58	GS	32.80	34.44	36.16	37.97	39.87	41.86		
Information Technology Analyst	60	GS	34.46	36.18	37.99	39.89	41.89	43.98		
Information Technology Manager *	138	MM	43.30	45.46	47.74	50.12	52.63	53.95		

CITY OF WOODLAND - SALARY SCHEDULE

Effective November 1, 2019

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Information Technology Technician I	48	GS	25.62	26.90	28.25	29.66	31.15	32.70		
Information Technology Technician II	52	GS	28.28	29.70	31.18	32.74	34.38	36.10		
Infrastructure O & M Superintendent *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Junior Engineer *	121	MM	28.46	29.88	31.37	32.94	34.59	35.45		
Junior Planner *	113	MM	23.36	24.52	25.75	27.04	28.39	29.10		
Laboratory & Environmental Compliance Mgr *	129	MM	34.67	36.40	38.22	40.14	42.14	43.20		
Laboratory Supervisor *	127	MM	33.00	34.65	36.38	38.20	40.11	41.11		
Laboratory Technician I	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Laboratory Technician II	47	GS	25.00	26.25	27.56	28.94	30.39	31.91		
Librarian I *	114	MM	23.94	25.14	26.39	27.71	29.10	29.83		
Librarian II *	118	MM	26.42	27.75	29.13	30.59	32.12	32.92		
Librarian III *	122	MM	29.17	30.63	32.16	33.77	35.45	36.34		
Library Services Director *	Contract		42.49				54.55			
Library Technical Assistant I	29	GS	16.03	16.83	17.67	18.55	19.48	20.46		
Library Technical Assistant II	33	GS	17.69	18.58	19.51	20.48	21.50	22.58		
Library Technical Assistant III	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Light Equipment Mechanic	41	GS	21.56	22.63	23.77	24.95	26.20	27.51		
Literacy Coordinator	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Maintenance Supervisor	53	GS	28.99	30.44	31.96	33.56	35.24	37.00		
Maintenance Worker I	35	GS	18.59	19.52	20.49	21.52	22.59	23.72		
Maintenance Worker II	40	GS	21.03	22.08	23.19	24.35	25.56	26.84		
Maintenance Worker III	44	GS	23.21	24.37	25.59	26.87	28.22	29.63		
Management Analyst I *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Management Analyst II *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Marketing and Business Relations Specialist *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Meter Services Technician	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Office Manager *	115	MM	24.54	25.76	27.05	28.41	29.83	30.57		
Operations and Maintenance Superintendent *	137	MM	42.24	44.36	46.57	48.90	51.35	52.63		
Park Maintenance Technician	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Park Maintenance Worker I	35	GS	18.59	19.52	20.49	21.52	22.59	23.72		
Park Maintenance Worker II	39	GS	20.52	21.54	22.62	23.75	24.94	26.19		
Park Maintenance Worker III	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Park Planner *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Park Superintendent *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Park Supervisor	51	GS	27.59	28.97	30.42	31.94	33.54	35.22		
Planning Manager *	140	MM	45.49	47.77	50.15	52.66	55.30	56.68		
Police Captain **	Base	PM	57.83	60.72	63.75	66.94	70.29	73.80	77.49	81.37
Police Chief **	Contract		77.07				100.54			
Police Crime and Intelligence Analyst *	Base	PS	27.75	29.13	30.59	32.12	33.73			
Police Lieutenant **	Base	PM	52.61	55.24	58.00	60.91	63.95	67.15	70.51	74.03
Police Officer **	Base	P	31.61	33.19	34.85	36.59	38.42	40.34	42.36	0.00
Police Officer Recruit (Non-Safety)	Base		28.45							
Police Records Manager *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Police Records Specialist *	Base	P	18.47	19.39	20.36	21.38	22.45			
Police Records Supervisor	Base	PS	26.03	27.33	28.70	30.13	31.64			
Police Sergeant **	Base	PS	38.04	39.94	41.93	44.03	46.23	48.54	50.97	53.52
Pool Facility Technician	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Principal Civil Engineer *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Principal Planner *	136	MM	41.21	43.27	45.44	47.71	50.09	51.35		
Principal Utilities Civil Engineer *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Public Works Director *	Contract		57.01				74.22			
Public Works O&M Infrastructure Admin	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Purchasing Manager *	123	MM	29.90	31.39	32.96	34.61	36.34	37.25		

CITY OF WOODLAND - SALARY SCHEDULE

Effective November 1, 2019

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Recreation Coordinator	36	GS	19.05	20.01	21.01	22.06	23.16	24.32		
Recreation Superintendent *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Recreation Supervisor	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Redevelopment & Housing Analyst I *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Redevelopment & Housing Analyst II *	124	MM	30.64	32.18	33.79	35.47	37.25	38.18		
Redevelopment Manager *	136	MM	41.21	43.27	45.44	47.71	50.09	51.35		
Secretary to City Manager		C	25.17	26.43	27.76	29.14	30.60	32.13		
Senior Accountant *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Senior Application Analyst *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Senior Associate Civil Engineer *	134	MM	39.23	41.19	43.25	45.41	47.68	48.87		
Senior Building Inspector	57	GS	32.00	33.60	35.28	37.04	38.90	40.84		
Senior Building Plans Examiner	58	GS	32.80	34.44	36.16	37.97	39.87	41.86		
Senior Center Manager *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Senior Civil Engineer *	138	MM	43.30	45.46	47.74	50.12	52.63	53.95		
Senior Construction Project Manager *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Senior Engineering Assistant	58	GS	32.80	34.44	36.16	37.97	39.87	41.86		
Senior Equipment Mechanic	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Senior Human Resources Analyst		C	38.86	40.80	42.84	44.98	47.23	47.23		
Senior Maintenance Worker	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Senior Management Analyst *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Senior Planner *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Senior Police Records Specialist *	Base	P	22.08	23.19	24.34	25.56	26.84	0.00		
Senior Signs and Markings Technician	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Senior Systems Analyst *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Senior Traffic Signal/Street Lighting Tech	60	GS	34.46	36.18	37.99	39.89	41.89	43.98		
Senior Tree Trimmer	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Senior Utilities Maintenance Worker (Sewer)	54	GS	29.72	31.20	32.76	34.40	36.12	37.93		
Senior Utilities Maintenance Worker (Water)	54	GS	29.72	31.20	32.76	34.40	36.12	37.93		
Senior Water Pollution Control Operator	67	GS	40.96	43.01	45.16	47.42	49.79	52.28		
Senior Water System Operator	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Senior Water/Wastewater Instrumentation Tech	66	GS	39.96	41.96	44.06	46.26	48.58	51.01		
Signs and Markings Tech I	39	GS	20.52	21.54	22.62	23.75	24.94	26.19		
Signs and Markings Tech II	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Social Services Manager *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Sports Manager *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Stock Clerk	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Storekeeper	35	GS	18.59	19.52	20.49	21.52	22.59	23.72		
Traffic Signal / Street Lighting Technician	56	GS	31.22	32.78	34.42	36.14	37.95	39.85		
Transportation Engineer *	134	MM	39.23	41.19	43.25	45.41	47.68	48.87		
Treatment Plant Mechanic	54	GS	29.72	31.20	32.76	34.40	36.12	37.93		
Tree Trimmer I	39	GS	20.52	21.54	22.62	23.75	24.94	26.19		
Tree Trimmer II	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Underground Utility Service Locator	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Utilities Maintenance Supervisor	53	GS	28.99	30.44	31.96	33.56	35.24	37.00		
Utilities Maintenance Worker I	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Utilities Maintenance Worker II	42	GS	22.10	23.20	24.36	25.58	26.86	28.20		
Utilities Maintenance Worker III (Sewer)	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Utilities Maintenance Worker III (Water)	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Utilities Maintenance Worker IV (Sewer)	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Utilities Maintenance Worker IV (Water)	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Wastewater Systems Administrator *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Water / Wastewater Instrumental Technician	62	GS	36.21	38.02	39.92	41.91	44.01	46.21		
Water Pollution Control Facility Superintendent *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		

CITY OF WOODLAND - SALARY SCHEDULE

Effective November 1, 2019

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Water Pollution Control O-I-T	40	GS	21.03	22.08	23.19	24.35	25.56	26.84		
Water Pollution Control Operator I	51	GS	27.59	28.97	30.42	31.94	33.54	35.22		
Water Pollution Control Operator II	55	GS	30.46	31.98	33.58	35.26	37.02	38.87		
Water Pollution Control Operator III	59	GS	33.62	35.30	37.07	38.92	40.87	42.91		
Water Pollution Control Operator IV	63	GS	37.11	38.97	40.91	42.96	45.11	47.36		
Water Systems Administrator *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Water Systems Operator I	40	GS	21.03	22.08	23.19	24.35	25.56	26.84		
Water Systems Operator II	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES

	A STEP	B STEP	C STEP	D STEP	E STEP				
Activity Leader I	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00				
Activity Leader II	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75				
Activity Manager	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25				
Cashier	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00				
Counselor	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00				
Intern	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00				
Lifeguard / Aide	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25				
Lifeguard / Instructor	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75				
Pool Manager	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00				
Recreation Facility Aide	\$14.75	\$15.00	\$15.25	\$15.50	\$15.75				
Special Program Coordinator	\$14.50	\$14.75	\$15.00	\$15.25	\$15.50				
Swim Instructor Aide	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00				

Approved by City Council: Nov 19, 2019



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.6.
SUBJECT: Fire Job Classifications

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Job Descriptions for the Fire Job Class Series and a Fire Prevention Specialist title change to Community Risk Reduction Specialist I/II, and a new Community Risk Reduction Specialist Senior.

Staff Contact:

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

Fiscal Impact:

This action to adopt the revised job description and does not result in any additional budget allocations.

Report in brief:

City Staff has worked with the Fire Department, the Fire Mid Management Association and the FireFighters Professional Association and evaluated the various positions within the Fire Department. As a result, a FireFighter Recruit was added to the FireFighter job description, and the Fire Prevention I/II title has been changed to Community Risk Reduction Specialist I/II and a Community Risk Reduction Specialist Senior was added to this series.

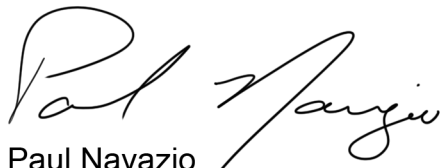
Discussion:

It is recommended that City Council approved the updated job descriptions: Fire Engineer, Fire Captain, Fire Marshal, Fire Battalion Chief, and Deputy Fire Chief; approve the addition of a FireFighter Recruit to the FireFighter job description; and approve the title change of the Fire Prevention Specialist I/II to Community Risk Reduction Specialist I/II. The addition of the FireFighter Recruit enables the City to expand its recruitment efforts for Firefighter and enable the City to send candidates to a formal Fire Academy.

The reclassification of the Fire Prevention Specialist I/II to a Community Risk Reduction Specialist I/II more closely reflects the current duties and services performed by the position. The addition of a Community Risk Reduction Specialist, Senior, provides growth opportunities within the City and assists with succession planning.

Conclusion:

Staff recommends that the City Council approve the Job Descriptions for Fire Series and a Fire Prevention Specialist title change to Community Risk Reduction Specialist I/II, and a new Community Risk Reduction Specialist Senior



Paul Navazio
City Manager

Attachments:

1. Community Risk Reduction Specialist I II Sr final
2. Deputy Fire Chief final
3. Fire Battalion Chief final
4. Fire Captain. final docx
5. Fire Engineer final
6. Fire Fighter final doc
7. Fire Marshal update rev 2019docx



COMMUNITY RISK REDUCTION SPECIALIST I/II/SENIOR

DEFINITION

To perform a combination of community risk reduction office and field work.

DISTINGUISHING CHARACTERISTICS

Community Risk Reduction Specialist I:

This is the entry level class in the Community Risk Reduction Specialist (CRRS) series and is distinguished from the Community Risk Reduction Specialist II (CRRS II) by the limited responsibility to perform the full range of duties assigned to the CRRS II level. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. Community Risk Reduction Specialist I are normally considered to be on a training status. As assigned responsibility and breadth of knowledge increase with increased experience, may reasonably expect their positions to be reassigned to the next higher class of Community Risk Reduction Specialist II.

Community Risk Reduction Specialist II:

This is the journey level class in the Community Risk Reduction Specialist series and is distinguished from the Community Risk Reduction Specialist I (CRRS I) level by the ability to perform the full range of duties assigned with only occasional instruction or assistance. Positions in this class are flexibly staffed and are normally filled by advancement from the Community Risk Reduction Specialist I level.

Senior Community Risk Reduction Specialist:

This is the advanced journey level class in the Community Risk Reduction Specialist series and is distinguished from the CRRS II level by the ability to plan and coordinate department specific projects, and a broader depth of plan review capabilities with only occasional instruction or assistance. Positions in this class are flexibly staffed and normally filled by advancement from the CRRS II level. In the absence of the Fire Marshal, may serve in Acting Fire Marshal position.

SUPERVISION

General supervision is provided by the Fire Marshal or his/her designee. Technical or functional supervision may be provided by higher level fire personnel. Community Risk Reduction Specialists I/II/Senior may receive assignments that include indirect supervision of other less experienced personnel/temporary workers.

EXAMPLES OF DUTIES - The following are typical illustrations of duties encompassed by the job class, but is not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS (

- Inspect a range of private and public buildings for compliance utilizing pertinent life-safety, building, and fire-safety standards as mandated by Federal, State, and City Codes.
- Conduct plan review, fire flow calculations, pipe installation, hydrostatic tests, and final inspection for residential sprinkler systems.
- Implement and maintain department permit program.
- Inspect and direct the testing of fire protection and detection systems for proper operation and maintenance.
- Conduct plan review and final inspection test of fire protection and detection systems for proper operation and maintenance.
- Respond to citizen complaints and requests for information and assistance.
- Presentations to groups on fire safety, evacuation, use of portable fire extinguishers and other informational/educational subjects.
- Assist with City wide Emergency Operations Center as required during training or activation.
- Perform a wide variety of community risk reduction education, including programs to increase emergency preparedness and reduce community risk.
- Attend meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on principles, practices, and new developments in fire prevention community risk reduction
- May be assigned specific projects or assignments such as weed abatement, community safety complaint assistance, fireworks safety, flammable liquid storage tanks and other hazardous materials, and licensed care inspections.
- Maintain or assist in record maintenance of incidents, inspections and other reports.
- Coordinate communication during emergency and non-emergency events.
- Prepare or assist in preparation of reports as necessary. Assist in fire investigations.
- Regular, predictable, consistent and timely attendance is an essential function of the position, the Employee must be present to work to complete assigned tasks.

In addition, the Senior Community Risk Reduction Specialist Duties Include:

- Perform plan reviews related to fire and life safety code compliance; approve or disapprove plans; work with developers, architects, and contractors to correct plans and resolve problems; review construction and business emergency plans for compliance with hazardous materials disclosure.
- Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare practical reports on operations and activities.
- Recommend and assist in the implementation of goals and objectives; establish schedules and methods for fire inspection activities; implement policies and procedures.
- Provide technical assistance to fire companies and perform fire engineering assignments; perform fire investigations to determine cause and origin, collecting and preserving evidence, and coordinating with authorities in detection, apprehension and prosecution of arsonists.
- Interpret and apply various local, State, and Federal fire and life safety codes for the public and make recommendations as needed; review, evaluate, and process business emergency plans and interpret policies, procedures, and documents relating to such plan requirements.

QUALIFICATIONS

Community Risk Reduction Specialist I

Knowledge of:

- English grammar and report writing techniques.
- Mathematics sufficient to compute fire prevention statistics.
- Computer data entry skills.

Ability to:

- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Learn the operating procedures and details of the fire prevention function of the City's Fire Department.

EXPERIENCE AND TRAINING:

- Office of State Fire Marshal (OSFM) Training in areas of inspection, community risk reduction, investigation are highly desirable. Any combination of experience and training that would likely provide the required knowledge and abilities.

License or Certificate:

- Possession of, or ability to obtain, a valid California Driver's License.
- Ability to obtain CPR certification within 90 days of employment.
- Ability to obtain IS 100 and 700 ICS/NIMS certificates within one year of employment.

Community Risk Reduction Specialist II

Knowledge of:

- Basic fire science and fire terminology
- Codes pertaining to fire safety, life safety and building construction.
- Hazardous materials, use and storage

Ability to:

- Understand, interpret and enforce fire and life safety codes and regulations.
- Assist in fire investigations.
- Maintain records and prepare reports.
- Respond effectively, orally and in writing, to citizens' inquiries and complaints.
- Establish and maintain cooperative working relationships with fire department personnel and others encountered in the course of work.

EXPERIENCE AND TRAINING:

- Two years of fire prevention experience in a governmental fire agency.
- Certification as a Fire Inspector I, or equivalent through the State Fire Marshal's office or the completion of 15 units or a comparable number of hours in Fire Science related courses with emphasis in Fire Prevention, Fire Protection and Fire Investigation.

License or Certificate:

- Possession of, or ability to obtain, a valid California Driver's License.
- Ability to obtain CPR certification within 90 days of employment.
- Ability to obtain IS 100 and 700 ICS/NIMS certificates within one year of employment.

Senior Community Risk Reduction Specialist

Knowledge of:

- Principles and practices of fire inspection and investigation as related to fire prevention and suppression, plan review, and related code enforcement.
- Equipment, tools and materials used in installing, maintaining, testing and inspecting fire alarm and fire protection systems.
- Fire investigation practices and techniques, pertinent laws, codes ordinances.
- Principles and practices of safety management.
- Pertinent local, State and Federal laws, ordinances and rules.
- Hazardous materials, use and storage.
- Community risk reduction programs, practices, principles.
- All related codes, ordinances, and laws related to community risk reduction.

Ability to:

- Develop and maintain relationships and communicate effectively.
- Conducts research, analyzes statistical data, performs other special projects, and coordinates departmental programs.
- Manage multiple projects and programs in a fast paced environment; work in a progressive and team oriented environment.
- Research fire prevention and community risk reduction issues, evaluating alternatives, making sound recommendations.
- Provide excellent service to the community; promote a positive and professional image of the Department at all times.
- Effectively represents the City in contacts with governmental agencies, community groups, various business, professional, and regulatory organizations, and with property owners, developers, contractors, and the public.
- Communicate effectively with others both orally and in written form using both technical and non-technical language.
- Lead, coordinate, and/or conduct fire investigations and submit required reports while adhering to related laws and coordinating with law enforcement.
- Appear and/or testify in court as required.
- Work unusual and prolonged work schedules during emergencies, seasonally-caused circumstances in varying weather and temperature conditions.
- Promote the mission, values, and standards of the department with insight towards providing high quality customer services.

EXPERIENCE AND TRAINING:

- Three years of fire prevention experience in a governmental fire agency, working in fire prevention, code enforcement, or with a building/planning department.
- Possession of Fire Inspector I and/or Community Risk Officer certification(s) issued by the California Office of the State Fire Marshal or equivalent.

- Completion of Fire Inspector 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, or OSFM equivalent.

Licenses or Certifications:

Possession of, or ability to obtain, a valid California Driver's License.

- Ability to obtain CPR certification within 90 days of employment.
- Ability to obtain IS 100, 200, 700, and 800 ICS/NIMS certificates within 6 months of employment.
- Possession of OSFM Fire Investigation 1A and 2B or equivalent certifications.
- Possession of Police Officer Standards and Training (POST) PC 832 certification within one year of attaining position.

Preferred Qualifications:

- Associates degree or higher from an accredited college or university with coursework in fire science, fire engineering/prevention, community risk, public health, education or public engineering.
- ICC Inspector I and II Certification
- ICC Plans Examiner Certification
- Youth Firesetter Intervention Specialist Certification
- OSFM Community Risk Educator
- OSFM Community Risk Specialist
- OSFM Community Risk Officer
- OSFM Fire Inspector II
- OSFM Plans Examiner

ADA COMPLIANCE

These positions are Office and Field positions. When in the field, the incumbent is required to be more physically active than in the Office.

Physical Ability:

Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in an office setting.

Heavy Work:

Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Sensory Requirements:

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

Environmental Factors:

May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers. when performing actual fire cause investigations or other fire prevention activities, will be required to work outdoors in a variety of weather conditions; tolerate very hot and very cold temperatures; move debris and dirt or other material using a shovel or rake; walk over rough, uneven or rocky surfaces; work at heights greater than 10 feet; climb ladders or steps to reach objects; wear a self-contained breathing apparatus; hear alarms and other auditory warning devices; observe or monitor objects, such as fire protection equipment and systems to comply with safety standards.

Council approval: November 19, 2019



DEPUTY FIRE CHIEF

DEFINITION

To plan, coordinate and manage the daily services and activities of the Fire Department and to provide highly responsible and technical staff assistance to the Fire Chief or designee. Oversees, manages, and coordinates all line staff operations.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the Fire Chief or designee. Exercises direct and indirect supervision over assigned staff which may include professional, technical, and clerical positions including contacted personnel. Exercises discretion and independent judgment with respect to assigned duties.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS:

- Plan, coordinate and manage the Fire Department daily deployment, services and activities, including fire suppression, fire prevention, community risk reduction, emergency medical services, hazardous materials response, disaster preparedness, and related programs, services and operations.
- Responsible for and directs the operations at emergencies and disasters that occur within the City. Assist in updating and improving the City's Emergency Operations Plan; coordinate with State and County agencies to ensure plan compliance and approval. Assist with City wide Emergency Operations Center as required during training or activation.
- Ensure that the department has adequate resources to fulfill its mission through proper budget planning and execution, staffing levels, training and development. Determines the deployment, staffing, and assignment of personnel and equipment in order to provide the optimum level of fire protection and life safety to the City.
- Participates in developing and implementing department goals, objectives, policies and priorities for fire department services, with the Fire Chief. Assists in planning, directing and coordinating, through subordinate staff, the Fire Department's work plan; assigns projects and programmatic areas of responsibility.
- Evaluate program performance and develop intervention strategies where appropriate. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively to provide quality customer service.
- Reviews and evaluates work methods and procedures and meets with key staff to identify and resolve problems.

- Participates in and approves the forecast of funds needed for staffing, equipment, materials and supplies. Monitors and approves expenditures and implements budgetary adjustments as appropriate and necessary.
- Manages the maintenance and inventory controls of all fire related equipment, vehicles, and property including communication equipment, vehicles and related equipment, computer equipment and safety equipment.
- Oversees the purchasing of all fire related equipment, vehicles, and property including communication equipment, vehicles and related equipment, computer equipment and safety equipment.
- Manages and supervises the apparatus and equipment maintenance program. Forecasts equipment needs and plans for fiscal impact in cooperation with fleet.
- Oversees the maintenance of department facilities and grounds including forecasting future needs and developing capital improvement requests and budgets.
- Provides complex administrative and management support as well as staff assistance to the Fire Chief. Directs and conducts a variety of organizational studies, investigations, operational studies and strategic planning. Analyzes data and prepares statistical reports in order to improve processes, deployment, or forecast future needs.
- Prepares and presents staff reports and other necessary correspondence. Explains, justifies and defends department programs, policies and activities. Negotiates and resolves sensitive and controversial issues.
- Responds to and resolves difficult and sensitive citizen inquiries and complaints. Prepare and present reports to Council; provide technical and professional advice and recommendations related to levels of service and other related matters; coordinate special studies on a variety of complex problems which require a high degree of technical competence and political awareness.
- Assure that positive public relations and effective working relationships are maintained by the Department with the general public, other governmental agencies, the City Council, City departments, and the media. Represents the department before the City Council, community, outside agencies and at professional meetings as requested.
- Works collaboratively with labor representatives and Human Resources to reach decisions and negotiate outcomes.
- Conducts internal affairs investigations and recommends and/or implements discipline.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public.

OTHER JOB FUNCTIONS

- Serves as acting Fire Chief and/or Fire Marshal as assigned. Attend emergencies as necessary and exercise overall supervision of fire and emergency medical resources.
- Direct the enforcement of Federal, State, and local fire codes and regulations and the preparation and adoption of appropriate ordinances.
- May direct investigations to determine cause and origin of fires and assist in the prosecution of arsonists.
- May direct the formulation of in-service training programs for department personnel and see that the programs are carried out.
- May serve as the City's emergency Preparedness Coordinator.

- May act as Public Information Officer (PIO) for the department as required.
- Promote and maintain safety in the work place. Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Advanced administrative, financial, communications, political, legal, managerial, analytical, and information management.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Advanced methods, practices, and techniques of modern firefighting, inspection, community risk reduction, fire apparatus and equipment purchasing, hazardous material mitigation, and emergency medical services.
- Laws, ordinances, rules, regulations, and codes affecting the work of the Fire Department.
- Geography, types of building construction, major fire hazards, water supply, fire and building laws and regulations as they relate to the City of Woodland.
- Principles and practices of supervision, training, and performance evaluations.
- Principles and practices of municipal budget preparation and administration.
- AB 220 “Firefighter Bill of Rights” and associated processes.
- Operation of a personal computer and related software.

Skill to:

- Analyze feasibility of projects and proposed programs; prepare complete and accurate reports.
- Project a positive image of the fire department to the community, understanding the community demographics and issues.
- Guide and motivate individuals and groups toward the successful accomplishment of shared goals and objectives.
- Delegate responsibility; schedule and program work on a long-term basis. Efficiently operate a personal computer.
- Plan, direct and review fire suppression, fire and life safety code compliance and emergency medical service activities, hazardous materials responses, and City-wide disaster preparedness efforts.
- Communicate clearly and concisely, both orally and in writing; prepare reports and maintain records.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

Ability to:

- Develop and implement fire services which will meet the long range planning and fiscal projections for the community.
- Use financial, technological and staff resources effectively for the planning, programming and promoting of services.
- Set priorities, work well under pressure and meet deadlines.

- Act calmly and quickly in emergency situations and make effective decisions in such cases. Interpret, analyze, apply and articulate relevant laws, rules, contracts, ordinances, regulations and guidelines.
- Provide effective leadership, team building, conflict resolution and motivation to department personnel.
- Monitor and oversee the expenditures of the department's annual operating budget.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Minimum Education and Experience:

Education:

An Associate's degree or equivalent completed college coursework from an accredited college or university with major course work in fire science, fire administration or related field is required. A Chief Officer's Certificate is required. Bachelor's Degree is preferred.

Experience:

Ten years of broad and extensive experience providing a full range of fire protection services, including at least five years of command or supervisory experience at the Company Officer's level and one year experience at Battalion or Acting Battalion Chief level.

License or Certificate:

Required upon hire:

- Possession of a valid California Driver's License with a Firefighter endorsement; a satisfactory driving record is a condition of initial and continued employment.
- Possession of an Emergency Medical Technician (EMT) certificate.
- Possession of a valid CPR card.

ADA COMPLAINTS

OTHER REQUIREMENTS:

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

Must be able to wear Personal Protective Equipment (PPE) such as a Self-Contained Breathing apparatus (SCBA), as regulated by Cal/OSHA. To ensure a proper fit, facial hair must be shaven when it interferes with safe fitting of respiratory protective equipment.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers. When performing actual fire cause investigations or other fire prevention activities, will be required to work outdoors in a variety of weather conditions; tolerate very hot and very cold temperatures; move debris and dirt or other material using a shovel or rake; walk over rough, uneven or rocky surfaces; work at

heights greater than 10 feet; climb ladders or steps to reach objects; wear a self-contained breathing apparatus; hear alarms and other auditory warning devices; observe or monitor objects, such as fire protection equipment and systems to comply with safety standards;

Council Action: November 19, 2019



City of Woodland

FIRE BATTALION CHIEF

DEFINITION

Under general direction, manages, supervises, and directs a variety of Fire Department activities. Incumbents may be assigned to manage a shift or division of the Fire Department. In addition to the general assignment incumbents will be responsible for one or more programs of the Fire Department.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by the Fire Chief, Deputy Chief, Assistant Chief or designee depending on assignment. Responsibilities include direct and indirect supervision of subordinates. Exercises discretion and independent judgment with respect to assigned duties.

EXAMPLES OF DUTIES: The following are typical illustrations of duties encompassed by the job class, not an all inclusive or limiting list.

ESSENTIAL JOB DUTIES

- Determine and manage priorities and staffing on a day-to-day basis for the shift or staff assignment held.
- Assume command at emergency incidents and direct operations.
- If needed, determine strategy, deploy and direct department resources in controlling the emergency and minimizing loss of life and property with the highest degree of safety possible.
- Perform, coordinate, and/or direct rescue operations in a variety of situations including but not limited to rescuing persons from areas threatened by fire, hazardous conditions, confined space, and active shooter/rescue task force events.
- Assist with Citywide Emergency Operations Center as required during training or activation.
- Participate in scheduled inspections of fire stations, equipment and personnel.
- Analyze technical data.
- Administer and enforce the policies, procedures, rules and regulations of the department and the City. Prepare and present reports to Fire Chief and or designee.
- Provide technical and professional recommendations related to levels of service and other related matters.
- Perform administrative activities including preparation of a variety of reports; training; evaluate personnel in the performance of emergency and other duties; under direction a supervisory level Chief Officer, conducts appropriate level internal affairs investigations

adhering to Fire Fighters Bill of Rights as appropriate or required including recommendations for appropriate corrective or disciplinary action.

- Provides a work atmosphere conducive to employee work production and job satisfaction. Limits unnecessary work obstacles and responds promptly to visible or stated employee concerns.
- Direct and guide others in the accomplishment of tasks and goals; clearly communicate expectations and standards to staff.
- Contribute to development of plans and programs in a supportive, solution oriented, and collaborative manner. Actively support management decisions and policy, motivate employees toward organizational goals through collaboration, cooperation and participation.
- Communicate the Department's mission and values to the community. Promote and maintain safety in the work place.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present and fit for duty.

OTHER JOB FUNCTIONS

Assure that positive public relations and effective working relationships are maintained by the Department with the general public, other governmental agencies, City departments, and the media. Write and disseminate press releases and serve as Public Information Officer as needed. Coordinate Fire Department response activities with other City departments, and with outside agencies. Represent the department before the City Council, community, outside agencies and at professional meetings as requested. Attend conferences, schools and various meetings to stay abreast of new developments in management, firefighting methodology, emergency operations, technology, resource usage, personnel deployment and administrative skills to enhance staff effectiveness. Ensure that an origin and cause is determined for all fires and coordinate appropriate follow-up work. Perform related duties as assigned. Must be willing to work cooperatively with others. Communicate effectively both orally and in writing.

WORK ASSIGNMENTS:

The specific work assignment for the Fire Battalion Chief may be affiliated with shift or staff assignments. All Fire Battalion Chiefs are subject to shift or staff assignments.

Shift Assignment: Fire Battalion Chiefs assigned to shifts will work the workweek schedule aligned with the shift they are assigned.

Staff Assignments: Fire Battalion Chiefs on staff assignments will work a standard 40-hour workweek which may be modified by the Fire Chief in accordance with City policy. Assignment to staff positions will be at the discretion of the Fire Chief for unspecified periods.

QUALIFICATIONS

Knowledge of:

- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

- Principles and practices of organization, administration, budget and personnel management.
- Modern firefighting and rescue principles, practices, techniques, and procedures. Mechanical, chemical and related characteristics of a wide variety of flammable and explosive materials and objects; building materials and construction; fire related codes and ordinances.
- Fire prevention and suppression principles, practices, regulations, procedures, and local laws. Incident command system and disaster operations.
- Federal, state and local regulations pertaining to fire department services. Hazardous materials and their properties.
- Staff scheduling and resource allocation.
- Principles/practices of development and conducting training in specialized and technical areas. City and Department personnel rules.
- Geography, types of building construction, major fire hazards, water supply, fire and building laws and regulations as they relate to the City of Woodland. Operation of a personal computer and software.
- Serve as Acting Assistant Chief, Deputy Chief, or Fire Chief as assigned.

Skill to:

- Plan, direct and review fire suppression, fire and life safety code compliance, emergency medical service activities, hazardous materials responses, and City-wide disaster preparedness efforts.
- Persuade and motivate individuals and groups toward the successful accomplishment of shared goals and objectives.
- Delegate responsibility; schedule and program work on a long-term basis.
- Efficiently operate a personal computer.
- Analyze feasibility of projects and proposed programs; prepare complete and accurate reports; implement Department and City policies.
- Select, supervise, train, evaluate and discipline subordinates.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

Ability to:

- Use financial, technological and staff resources effectively for the planning, programming and promoting of services; set priorities, work well under pressure and meet deadlines; write accurate and comprehensive staff reports.
- Act calmly and quickly in emergency situations and make effective decisions in such cases.
- Interpret, analyze, apply and articulate relevant laws, rules, contracts, ordinances, regulations and guidelines; conduct a thorough fact-finding investigation and enforce regulations firmly, tactfully, and impartially.
- Effectively lead, motivate, train and evaluate personnel.
- Tactfully and effectively interact with all people regardless of race, ethnicity, sex, age or economic status to create an inclusive environment.

- Perform physical and strenuous firefighting work requiring physical strength, coordination, endurance, and flexibility; maintain physical condition appropriate to the performance of assigned duties.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.
- Perform other duties as assigned.

Minimum Education and Experience

Education:

An Associate's degree or equivalent from an accredited college or university with major course work in fire science, fire administration or related field is required. Baccalaureate degree and a Chief Officer's Certificate or Chief Officer and Executive Chief Fire Officer (Post 2014) are desirable.

Experience:

Seven years of firefighting experience, including four years of command experience at the Company Officer's level. Time as certified Acting Battalion Chief may be substituted for up to one year of Company Officer level experience.

License or Certificate:

- Possession of a valid California Driver's License with a Firefighter endorsement is required upon hire.
- Possession of an Emergency Medical Technician (EMT) certificate.
- Possession of a valid CPR card.
- Successful completion of the City of Woodland Fire Department Fire Battalion Chief Certification Program is required prior to appointment.

ADA COMPLIANCE

Other Requirements:

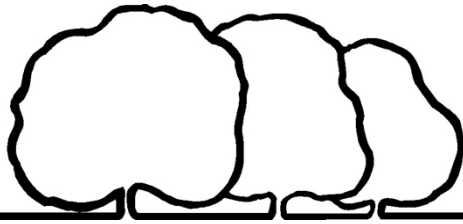
Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Must be able to wear Personal Protective Equipment (PPE) such as a Self-Contained Breathing apparatus (SCBA), as regulated by Cal/OSHA. To ensure a proper fit, facial hair must be shaven when it interferes with safe fitting of respiratory protective equipment.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers. When performing actual fire cause investigations or other fire prevention activities, will be required to work outdoors in a variety of weather conditions; tolerate very hot and very cold temperatures; move debris and dirt or other material using a shovel or rake; walk over rough, uneven or rocky surfaces; work at heights greater than 10 feet; climb ladders or steps to reach objects; wear a self-contained breathing apparatus; hear alarms and other auditory warning

devices; observe or monitor objects, such as fire protection equipment and systems to comply with safety standards.

Council Action: November 19, 2019



City of Woodland

FIRE CAPTAIN

DEFINITION

To supervise and oversee a fire company including activities involving fire suppression, emergency medical services, fire prevention activities, training, and administration; to provide staff assistance to assigned higher level management staff.

SUPERVISION RECEIVED AND EXERCISED

Direction is provided by higher level management staff, typically a Battalion Chief. Exercises direct and indirect supervision over assigned personnel.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

- Respond to fire alarms and other emergencies as Incident Commander and, as such, be responsible for the supervision, performance and safety of assigned fire fighting personnel; direct fire fighting and other emergency operations until relieved by a superior officer.
- Perform or direct rescue operations in a variety of situations including but not limited to rescuing persons from areas threatened by fire, hazardous conditions, confined space, and active shooter/rescue task force events.
- Plan and execute work assignments of fire personnel in an assigned company.
- Instruct and train fire department personnel in fire fighting methods, techniques and related subjects.
- Supervise and participate in fire prevention inspections as required by State laws and City ordinances.
- Serve as a first responder to emergency medical incidents, assessing and taking command of patient care with full responsibility for the patient(s) until relieved by proper medical personnel.
- Work cooperatively with others as integral part of a team..
- Follow chain of command and be responsive to orders.
- Promote and maintain safety in the work place.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that employee must be present and fit for duty.

OTHER JOB FUNCTIONS

- Operate all types of portable fire extinguisher, pike poles, hand lines, smoke ejectors, salvage covers, forcible entry tools, aerial ladder equipment, emergency medical equipment and other rescue equipment.

- Write, recommend and assist in the implementation of subordinate goals and objectives; establish schedules and methods for assigned work/projects; implement policies and procedures; prepare reports; maintain records, log books, and perform other administrative procedures of the company.
- Assist management staff in maintaining and improving the operations of the Department.
- Participate in monitoring employee performance objectives; prepare employee performance reviews; monitor assigned personnel for effects of incident stress, personal problems, substance abuse or other influences that could jeopardize company effectiveness; provide or coordinate staff training.
- Work with employees to correct deficiencies, implement discipline procedures. Inspect station, building, grounds, fire engines and related equipment.
- Direct the cleaning of quarters, equipment and apparatus at fire station.
- Perform equipment maintenance when necessary.
- Assist in planning and conducting the City-wide fire prevention, community risk reduction programs, and public education programs.
- Participate as member of County Hazardous Materials Team. Issue correction notices for fire prevention violations.
- May be requested to respond to emergencies during non-duty hours. Perform collateral assignments as requested.
- Assist in investigating fire cause and origin.
- Serve as Acting Battalion Chief when certified. Operate radio and communication equipment.
- Supervise the maintenance of fire hydrants.
- Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Modern fire fighting and rescue principles, practices, techniques, and procedures, including the operation and maintenance of the various types of fire apparatus and equipment. Rules, regulations and operational procedures of the Woodland Fire Department.
- Emergency Medical Technician skills including basic life support CPR, defibrillation, and blood borne pathogens.
- Mechanical, chemical and related characteristics of a wide variety of hazardous materials.
- Building construction; fire codes; hazardous material safety procedures; natural gas and electrical shut off procedures.
- Principles of supervision, training and performance evaluation.
- Local geography, types of building construction, major fire hazards, water supply, fire and building laws and regulations as they relate to the City of Woodland.
- OSHA, NFPA, laws, and codes that pertain to fire department services and employees.

Skill to:

- Plan, direct and review fire suppression, fire and life safety code compliance and emergency medical service activities, hazardous materials responses, and City-wide disaster preparedness efforts.
- Analyze feasibility of projects and proposed programs; prepare complete and accurate reports.
- Lead and motivate individuals and groups toward the successful accomplishment of assigned projects. Operate apparatus and equipment used in modern emergency operations.
- Develop programs through collateral assignments.

- Deal courteously and effectively with the general public Interpret and enforce codes and ordinances.
- Efficiently operate a personal computer.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

Ability to:

- Act calmly and quickly in emergency situations and make effective decisions in such cases.
- Effectively deploy personnel and equipment in fire suppression, rescue, and other emergency operations.
- Tactfully and effectively interact with all people regardless of race, ethnicity, sex, age or economic status and maintain an inclusive environment.
- Effectively lead, motivate, train and evaluate personnel.
- Clearly communicate expectations and standards to subordinate staff.
- Perform physical and strenuous firefighting work requiring strength, coordination, endurance, and flexibility.
- Maintain physical condition necessary to safely and effectively perform the assigned duties.

Minimum Education and Experience:

Education:

- High school diploma or equivalent required.
- AA or AS degree in fire science and / or a Bachelor's degree is desired.

Experience:

Four years of firefighting experience in a governmental fire department providing services similar to those provided by the City of Woodland Fire Department. Experience as a Fire Engineer or Acting Fire Engineer is desirable.

License or Certificate:

- Possession of a valid California Driver's License with a Firefighter endorsement;
- Possession of an Emergency Medical Technician (EMT) certificate;
- Possession of a valid CPR card;
- Successful completion of the City of Woodland Fire Department Fire Captain Certification Program is required prior to appointment..
- Successful completion of the Woodland Fire Department Engineer Certification Program is highly desirable.

ADA COMPLIANCE

Other Requirements:

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

Must be able to wear Personal Protective Equipment (PPE) such as a Self-Contained Breathing apparatus (SCBA), as regulated by Cal/OSHA. To ensure a proper fit, facial hair must be shaven when it interferes with safe fitting of respiratory protective equipment.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers. when performing actual fire cause investigations or other fire prevention activities, will be required to work outdoors in a variety of weather conditions; tolerate very hot and very cold temperatures; move debris and dirt or other material using a shovel or rake; walk over rough, uneven or rocky surfaces; work at heights greater than 10 feet; climb ladders or steps to reach objects; wear a self-contained breathing apparatus; hear alarms and other auditory warning devices; observe or monitor objects, such as fire protection equipment and systems to comply with safety standards.

Council Action: November 19, 2019



FIRE ENGINEER

DEFINITION

To Operate and maintain fire apparatus, firefighting, and rescue equipment and hazardous material equipment to respond to fire alarms, medical emergencies, and other activities in the protection of life and property and to participate in fire prevention activities.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by a Fire Captain. Responsibilities may include supervision of personnel at emergencies, volunteer firefighters, fire explorers, and/or interns.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Respond to fire alarms with assigned company; lay and connect hose lines; maintain pumping apparatus; hold nozzles and direct water streams; raise and climb ladders.

- Perform rescue operations in a variety of situations including but not limited to rescuing persons from areas threatened by fire, hazardous conditions, confined space, and active shooter/rescue task force events.
- Drive and operate fire apparatus and equipment effectively in a safe manner; operate pumps to supply water or foam under pressure to hose lines or appliances from tanks, hydrants, develop water supplies by draft; maintain fire apparatus and other emergency vehicles; inspect equipment, perform lubrication, make minor adjustments and repairs, and maintain fuel and oil supply.
- Provide basic life support during medical incidents, assessing and initiating patient care until relieved by proper medical personnel.
- Operate all types of portable fire extinguishers, pike poles, hand lines, smoke ejectors, salvage covers, forcible entry tools, aerial ladder equipment, emergency medical equipment and other rescue equipment.
- Participate in fire drills; serve as instructor as assigned; attend training sessions. Work cooperatively with others as integral part of a team.
- Promote and maintain safety in the workplace.
- Work cooperatively with others as integral part of a team.
- Follow chain of command and be responsive to orders.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present and fit for duty.

OTHER JOB FUNCTIONS

Respond to hazardous materials incidents. Participate as member of the County Hazardous Materials Team. Shut down natural gas and electrical services to structure.

- Participate in fire inspection activities and other fire prevention, community risk reduction, and public education activities as assigned; ensure that businesses are operating in compliance with the fire code; maintain appropriate records and files.
- Participate in the Community Risk Reduction Program providing various public relations services, including facility tours, public education seminars and other public events. Respond to inquiries from the public.
- Assist in investigating fire origin and cause.
- Prepare reports with respect to equipment maintenance and work operations. Instruct fire personnel in the operation and maintenance of fire equipment.
- Perform collateral assignments as requested.
- May be requested to respond to emergencies during non-duty hours.
- Test and maintain fire hydrants and fire hoses.
- Serve as Acting Fire Captain when certified. Assist in overhaul and salvage operations.
- Operate and communication equipment, power equipment and hand tools.
- Clean station quarters and equipment and maintain a clean and orderly condition in and about the fire house; perform minor building maintenance.
- Participate in training and maintain required certificates.
- Learn a wide variety of firefighting duties, methods, and procedures including the operation of firefighting apparatus, equipment, and tools.
- Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Local geography, types of building construction, major fire hazards, water supply, street system, the physical layout of the City and the location of fire hydrants.
- Firefighting methods, techniques, strategies and procedures; operating and mechanical principles involved in the operation of fire apparatus and equipment. Water systems, driving laws, and fire hydraulics.
- Dangers and disposition of hazardous materials.
- Fire behavior and fire investigation techniques.
- Emergency medical technician skills including basic life support, CPR, defibrillation, and blood borne pathogens.
- Fire prevention codes and ordinances; building construction. Rules, regulations and operational procedures of the Woodland Fire Department.

Skill to:

- Retain presence of mind in emergencies; analyze fire and emergency situations, adopt effective courses of action, utilizing the chain of command report to Officer.
- Understand and follow both oral and written instructions quickly and correctly.
- Maintain fire equipment and apparatus; perform field calculations in hydraulics for proper and safe operations at emergency scenes. Write clear, concise and accurate reports; maintain records.
- Deal courteously and effectively with the general public.

- Efficiently operate a personal computer.

Ability to:

- Tactfully and effectively interact with all people regardless of race, ethnicity, sex, age or economic status and maintain an inclusive environment.
- Act calmly and quickly in emergency situations and make effective decisions in such cases.
- Perform physical and strenuous firefighting work requiring strength, coordination, endurance, and flexibility.
- Maintain physical condition necessary to safely and effectively perform the assigned duties.

Minimum Education and Experience:

Education:

High school diploma or equivalent. Completion of college level coursework in Fire Science is desirable.

Experience:

Two years of firefighting experience in a governmental fire department providing services similar to those provided by the City of Woodland Fire Department. City of Woodland firefighting experience is desirable.

License or Certificate:

- Possession of a valid California Driver's License with a Firefighter endorsement;
- Possession of an Emergency Medical Technician I Certificate (EMT);
- Possession of a valid CPR card;
- Successful completion of the City of Woodland Fire Department Fire Engineer Certification Program is required prior to appointment.

ADA COMPLIANCE

Other Requirements:

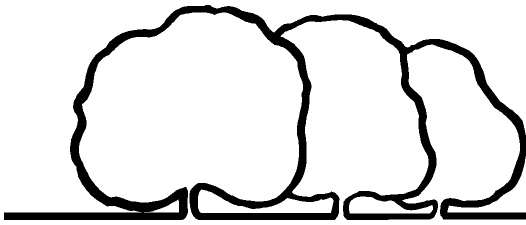
Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Must be able to wear Personal Protective Equipment (PPE) such as a Self-Contained Breathing apparatus (SCBA), as regulated by Cal/OSHA. To ensure a proper fit, facial hair must be shaven when it interferes with safe fitting of respiratory protective equipment.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers. When performing actual fire cause investigations or other fire prevention activities, will be required to work outdoors in a variety of weather conditions; tolerate very hot and very cold temperatures; move debris and dirt or other material using a shovel or rake; walk over rough, uneven or rocky surfaces; work at heights greater than 10 feet; climb ladders or steps to reach objects; wear a self-contained breathing apparatus; hear alarms and other auditory warning

devices; observe or monitor objects, such as fire protection equipment and systems to comply with safety standards.

Council Action: November 19, 2019



City of Woodland

FIREFIGHTER/ RECRUIT FIREFIGHTER

DEFINITION

To respond to fire alarms, medical emergency, and other emergency activities in the protection of life and property; and to participate in fire prevention, training and station and equipment maintenance activities.

SUPERVISION RECEIVED AND EXERCISED

As a Firefighter recruit, the Recruit may be required to attend a City of Woodland sponsored fire academy. The Recruit will be expected to successfully complete all facets of the academy. Upon successful completion of the Fire Academy, the Recruit will be promoted to the position of Firefighter.

As a Firefighter, supervision is provided by a Fire Captain. Responsibilities may include supervision of volunteer firefighters, fire explorers, and/or interns.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

- Respond to fire alarms with assigned company; lay and connect hose lines; hold nozzles and direct water streams; raise and climb ladders.
- Perform rescue operations in a variety of situations including but not limited to rescuing persons from areas threatened by fire, hazardous conditions, confined space, and active shooter/rescue task force events.
- Provide basic life support during medical incidents, assessing and initiating patient care until relieved by proper medical personnel.
- Operate all types of portable fire extinguishers, hand tools, hose lines, power tools and appliances, salvage covers, forcible entry tools, emergency medical equipment and other rescue equipment.
- Participate in fire drills; serve as instructor as assigned; attend training sessions.
- Promote and maintain safety in the workplace.
- Work cooperatively with others as integral part of a team.
- Follow chain of command and be responsive to orders.

- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present and fit for duty.

OTHER JOB FUNCTIONS

- Respond to hazardous materials incidents and participate as member of the County Hazardous Materials Team. Shut down natural gas and electrical services to structure.
- Participate in fire inspection activities and other fire prevention, community risk reduction, and public education activities as assigned.
- Ensure that businesses are operating in compliance with the fire code.
- Participate in the programs providing various public relations services, including facility tours, public education seminars and other public events.
- Respond to inquiries from the public.
- Assist in investigating fire origin and cause.
- May be requested to respond to emergencies during non-duty hours.
- Control traffic.
- Inventory supplies; maintain records.
- Can serve as “acting positions” when certified.
- Clean station quarters and equipment and maintain a clean and orderly condition in and about the fire station; perform minor building maintenance.
- Operate radio and communications equipment.
- Assist in overhaul and salvage operations.
- Learn a wide variety of firefighting duties, methods, and procedures including the operation of firefighting apparatus, equipment, and tools.
- Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Rules, regulations and operational procedures of the Fire Department.
- Firefighting methods, techniques, and procedures; operating and mechanical principles involved in the operation of fire apparatus and equipment. Dangers and disposition of hazardous materials.
- Emergency medical technician skills including basic life support, CPR, defibrillation, and blood borne pathogens.
- Fire prevention codes and ordinances; building construction; natural gas and electrical shut off procedures.

Skill to:

- Learn fire fighting methods and techniques, the operation of fire fighting equipment, street location and physical layout of the City, and major fire hazards.
- Demonstrate mechanical aptitude as required in the operation of firefighting equipment.
- Retain presence of mind in emergencies; analyze fire and emergency situations and report to officer.
- Understand and follow oral and written directions promptly and accurately.

- Deal courteously and effectively with the general public.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Efficiently operate a personal computer.

Ability to:

- Tactfully and effectively interact with all people regardless of race, ethnicity, sex, age or economic status and maintain an inclusive environment.
- Perform general office and clerical duties in support of assigned activities.
- Communicate effectively, both orally and in writing.
- Perform physical and strenuous firefighting work requiring strength, coordination, endurance, and flexibility.
- Maintain physical condition necessary to safely and effectively perform the assigned duties.

Minimum Education and Experience

Recruit Firefighter

Education:

High school diploma or equivalent. College-level coursework in fire science, general management, or related field desirable. Proof of completion of a Firefighter Academy may be required.

Experience:

Any experience that would likely provide the required ability is qualifying; firefighting experience is desirable.

License or Certificate:

Proof of valid Candidate Physical Ability Test (valid for one year from issuance date).
Proof of validated written test completion given by recognized institution such as Fire Candidate Training Center (FCTC), the City of Woodland, or other accepted agency may be required.

Required Upon Hire and Continued Employment:

Possession of a valid California Driver's License.
Emergency Medical Technician Certificate
Valid CPR certification.

FIREFIGHTER

Education:

High school diploma or equivalent. College-level coursework in fire science, general management, or related field desirable.

License or Certificate:

- Proof of valid Candidate Physical Ability Test (valid for one year from issuance date).
- Proof of validated written test completion given by recognized institution such as Fire Candidate Training Center (FCTC), the City of Woodland, or other accepted agency may be required.
- Proof of completion of accredited Firefighter Academy or Firefighter I certificate and/or 3 years of full-time paid firefighter experience in California or equivalent may be required.

Required Upon Hire and Continued Employment:

- Possession of a valid California Driver's License.
- Emergency Medical Technician Certificate.
- Valid CPR certification.

Required Prior to Permanent Appointment:

Acquire and maintain a Firefighter endorsement to a California Driver's License.

ADA COMPLIANCE

Other Requirements:

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

Must be able to wear Personal Protective Equipment (PPE) such as a Self-Contained Breathing apparatus (SCBA), as regulated by Cal/OSHA. To ensure a proper fit, facial hair must be shaven when it interferes with safe fitting of respiratory protective equipment.

Environmental Factors:

May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers. When performing actual fire cause investigations or other fire prevention activities, will be required to work outdoors in a variety of weather conditions; tolerate very hot and very cold temperatures; move debris and dirt or other material using a shovel or rake; walk over rough, uneven or rocky surfaces; work at heights greater than 10 feet; climb ladders or steps to reach objects; wear a self-contained breathing apparatus; hear alarms and other auditory warning devices; observe or monitor objects, such as fire protection equipment and systems to comply with safety standards.

Council Action: November 19, 2019



DEFINITION

The Fire Marshal has overall responsibility for the Community Risk Reduction Division where they direct, oversee, and coordinate the functions and activities of assigned personnel to achieve desired goals; provides guidance to assigned staff performing fire prevention, enforcement of laws, codes, and ordinances related to fire and life safety, plan review and inspection of new construction, public education, fire investigation services, and emergency preparedness all in an effort to reduce community risk

SUPERVISION RECEIVED AND EXERCISED

Under general direction from the Fire Chief or designee. Provides direct supervision of professional level staff such as inspectors, community risk reduction specialists, fire investigators, etc. and indirect supervision of clerical and other technical positions or contracted employees. Exercises discretion and independent judgment with respect to assigned duties.

DISTINGUISHING CHARACTERISTICS

This is a supervisory level classification and exercises independent judgement according to the departmental regulations and City Ordinances. The Fire Marshal is an Administrative position and works a 40-hour work. The Fire Marshal is the main contact with the public, other agencies and may be called upon to represent the City in court. Responsible for effective education programs and information on fire prevention and community risk reduction.

EXAMPLES OF DUTIES

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

ESSENTIAL JOB FUNCTIONS:

- The Fire Marshal performs supervisory and skilled fire prevention, risk reduction, and investigation duties; directs departmental personnel in effective disaster preparedness, fire prevention, and investigation methods.
- Directs, coordinates, manages and administers the activities of the Fire Department as they relate to fire prevention, risk reduction, fire investigation, water systems, plan checking, budgeting, scheduling, fire and building codes, related laws and ordinances relevant to the function of the Department. Reviews and develops fire and life safety codes, ordinances, and policies to ensure a reasonable degree of fire and life safety exist according to federal and state laws.

- Meets with architects, engineers, contractors, a variety of outside agencies, and the public to advise on fire prevention issues affecting development and construction activities; provides technical expertise concerning fire protection infrastructure planning.
- Effectively devises plans and implements fire and life safety objectives that are a result of a community risk analysis.
- Forecast future community fire and life safety needs, coordinate functions and activities, establish priorities, and implement mitigation through education, engineering and enforcement.
- Recommends staffing levels and assignments for Community Risk Reduction Division of the Fire Department, operations; approves leaves, vacations, and overtime; and maintains records. Evaluates job performance of assigned personnel.
- Conducts research, analyzes statistical data, performs other special projects, and coordinates departmental programs. Identifies problem areas and devises solutions; anticipates future needs and recommends appropriate actions. Responds to and mediates complaints regarding community risk issues with community and City members.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work on facilities and equipment impacting the public safety.

OTHER JOB DUTIES

Recommends staffing levels and assignments for Community Risk Reduction Division of the Fire Department, operations; approves leaves, vacations, and overtime; and maintains records. Evaluates job performance of assigned personnel. Delegates duties, tasks, and/or authority to other staff. Ensures the safety and security of assigned personnel. Provides a work atmosphere conducive to employee work production and job satisfaction. Limits unnecessary work obstacles and responds promptly to visible or stated employee concerns. Conducts appropriate level internal affairs investigations Fire Fighters Bill of Rights as appropriate or required including recommendations for appropriate corrective or disciplinary action.

Conducts research, analyzes statistical data, performs other special projects, and coordinates departmental programs. Identifies problem areas and devises solutions; anticipates future needs and recommends appropriate actions. Responds to and mediates complaints regarding community risk issues with community and City members. Participates in determining departmental goals and objectives; establishes priorities for goal accomplishment; monitors and evaluates overall performance and progress.

Advises Department personnel as to the meaning of policies, rules, regulations, directives, and; enforces adherence to policies by others. Attends and participates in meetings and briefings; establishes and maintains communication with internal and external customers in order to exchange information and coordinate activities.

Prepares reports, memos, notices, e-mails, instructions, and other written correspondence, which are both intra- and inter-departmental in nature including press releases and council

communications. Prepares, reviews, and administers Department training programs related to prevention and investigation. Participates in training classes and other continuing educational opportunities to maintain certifications and stay current with industry standards. Provides liaison with governmental agencies. Performs administrative assignments and special projects as directed. Trains, plans, operates in, and provides technical oversight for various positions as required during training or activation of the City's Emergency Operations Center. May serve as the City's Emergency Preparedness Coordinator. Responds to major incidents as a technical advisor to the Incident Commander. Other related duties may also be performed; each individual holding this classification necessarily performs not all duties listed.

Provide educational programs to the Public, other agencies and other divisions of the Fire Department. Acts as Public Information Officer (PIO) for the department as required.

QUALIFICATIONS

Knowledge of:

- Management and leadership methods, procedures, and training principles. Fire department organization, administration, and budgeting principles and practices.
- Applicable federal, state, and local laws, rules, regulations, ordinances, codes, standards, and procedures relevant to fire inspection and investigation Federal, state, and local laws, codes, ordinances, and regulations related to fire prevention, suppression, investigation, and control.
- Principles, practices, and techniques of fire prevention and investigation, community risk reduction, code enforcement, inspection, and hazardous materials use, handling, storage, and disposal.
- Practices of researching fire prevention and community risk reduction issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, and regulatory organizations, and with property owners, developers, contractors, and the public.
- Geography of the City, location of water mains and fire hydrants and the location of major fire hazards in the City. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Modern office practices, methods, and computer equipment and applications related to the work.

Skill in:

- Use of computers, computer applications and software. Written and oral communication including use of social media. Methods and techniques of firefighting.
- Strategically forecast needs of Department and City.
- Effectively lead project teams and coordinate complex programs, utilizing highly developed project management skills.

Ability to:

- Direct and guide others in the accomplishment of tasks and goals; clearly communicate expectations and standards to staff.
- Contribute to development of plans and programs in a supportive, solution oriented, and collaborative manner.
- Actively support management decisions and policy, motivate employees toward organizational goals through collaboration, cooperation and participation.
- Communicate the Department's mission and values to the community.
- Establish and maintain effective working relationships with internal and external customers.
- Supervise and administer complex, technical, and sensitive fire inspection and investigation related programs in an independent and cooperative manner. Utilize a critical thinking approach, quickly perceive and define problem areas, and identify options and impacts.
- Interact with people in a respectful, tactful, and diplomatic manner. Treat subordinates in a fair, consistent, and impartial manner with due recognition for individual differences and develop subordinate staff with succession planning as a goal.
- Delegate and coordinate work appropriately and effectively.
- Interpret, apply, explain, and ensure compliance with federal, state, and local laws, regulations, ordinances, and standards relevant to fire inspection and investigation.
- Work within recognized codes and laws to explore alternate means and methods to ensure a reasonable degree of fire and life safety.
- Read and understand architectural and engineering plans and specifications.
- Communicate orally and in writing in a considerate, clear, and understandable manner. Write effective correspondence and technical reports to and for people at all levels of the organization and the public.
- Make presentations that are well ordered and tailored to the target audience including City Council, business groups, community members and other stakeholders.
- Effectively express ideas in writing (including grammar, word usage, organization, and structure). Understand the meaning from a variety of written sources (such as laws, codes, training and reference material).

EXPERIENCE AND EDUCATION:

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

Five (5) years of experience to demonstrate possession of the knowledge and abilities listed above, direct supervisory experience is highly desirable;

Education

- An Associate's degree or equivalent from an accredited college or university with major course work in fire science, fire administration or related field is required. Baccalaureate degree is highly desirable.
- Possession of a valid Fire Marshal Certification issued by the State of California, Office of the state Fire Marshal or equivalent is highly desirable.

Licenses and Certifications:

- Possession of or ability to obtain a California PC 832 certificate within one year from date of hire.
- Driver's License: This classification requires the use of a personal or City vehicle while conducting City business. Individuals must be physically capable of operating the vehicle in a safe manner, including during emergency operation and response, and must possess and maintain a valid California Class C motor vehicle operator's license.
- Incumbents must obtain First Aid / CPR / AED certification prior to the completion of the probationary period and thereafter maintain throughout employment.

Background Requirement: Prior to hire, must successfully complete and pass a background investigation. This position requires a one-year probationary period.

ADA COMPLIANCE

This position is an Office and Field position. When in the field, the incumbent is required to be more physically active than in the Office.

Physical Ability:

Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in an office setting.

Heavy Work:

Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Sensory Requirements:

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

Environmental Factors:

May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers. when performing actual fire cause investigations or other fire

prevention activities, will be required to work outdoors in a variety of weather conditions; tolerate very hot and very cold temperatures; move debris and dirt or other material using a shovel or rake; walk over rough, uneven or rocky surfaces; work at heights greater than 10 feet; climb ladders or steps to reach objects; wear a self-contained breathing apparatus; hear alarms and other auditory warning devices; observe or monitor objects, such as fire protection equipment and systems to comply with safety standards.

Council Action: November 19, 2019



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.7.
SUBJECT: Proclamation in Recognition of The Honorable Ilse Liliana Ferrer Silva

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation recognizing the Honorable Ilse Liliana Silva as Consul General of Mexico in Sacramento.


Paul Navazio
City Manager

Attachments:

1. Proclamation Consul Ferrer Reso draft-

CITY OF WOODLAND

PROCLAMATION IN RECOGNITION OF THE HONORABLE ILSE LILIÁNA FERRER SILVA

- WHEREAS,** The Honorable Ilse Liliána Ferrer Silva, Consul General of Mexico in Sacramento, has diligently promoted cultural, social, and educational efforts in support of the Mexican and immigrant community in the Yolo County region; and
- WHEREAS,** Ms. Ferrer was appointed Ambassador by the President of Mexico on November 8, 2018, she has served as the Consul General of Mexico posted in Sacramento since June 2017, and has been a Mexican Career Foreign Service Officer since 1992; and
- WHEREAS,** Before assuming her role, Ambassador Ferrer served as Deputy Chief of Mission at the Mexican Embassy in Paris, France from October 2013 to May 2017, and prior to that, she worked at the Mexican Embassy in Washington D.C., as Head of Section of Political and Border Affairs from 2011 to 2013, as Congressional Affairs Officer from 2007 to 2011 and Assistant Deputy Chief of Mission from 2005 to 2007; and
- WHEREAS,** Prior to her posting at the Mexican Embassy in Washington, D.C., Ambassador Ferrer spent a year at Harvard University as a Fellow at the Weatherhead Center for International Affairs, and in Mexico City, Mexico, she served as Spokesperson for the Ministry of Foreign Affairs, Special Advisor to the Undersecretary of Economic Affairs and International Cooperation, and Director of United States Bilateral Relations, having also been commissioned at the Mexican consulates in San Diego and Los Angeles as Consul for Economic, Political and Mexican Community Affairs, and in Guatemala City, Guatemala, as Mexico's Deputy Consul General; and
- WHEREAS,** Ambassador Ferrer received a Bachelor of Arts degree in International Relations from the University of California, Davis, and a Master of Arts in Pacific International Affairs from the University of California, San Diego, was awarded a pre-doctoral fellowship at the UCSD Center for U.S.-Mexican Studies, she taught courses at the University of California, Los Angeles and Georgetown University, and as the daughter of a diplomat herself, she worked for the Association of National Olympic Committees prior to joining the foreign service and has lived and worked in various parts of the world; and
- WHEREAS,** Ms. Ferrer is married to Douglas Smurr and is the mother of María Cecilia, born in March of 2000, and Alexander born in January of 2002; and
- WHEREAS,** Ms. Ferrer supported the City of Woodland with reaching the Spanish speaking community at the Unidos El DMV y Usted workshop, led as Keynote Speaker at the 5th Annual Cesar Chavez Celebration, promoted the City's commitment to safety and culture awareness and partnered with City Council, public safety and community leaders to lead the effort; and
- WHEREAS,** Ms. Ferrer is an outstanding contributor to society, has built strong partnerships with the Yolo County region and continues to embrace relationships fostering a positive environment for the Mexican and immigrant community in the northern California region; and
- NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Woodland, hereby recognizes The Honorable Ilse Liliána Ferrer for her outstanding contributions to society and her exemplary leadership as Consul General of Mexico in Sacramento.

Dated: November 19, 2019

Xóchitl Rodriguez, Mayor

Richard Lansburgh, Mayor Pro Tem

Tom Stallard, Councilmember

Angel Barajas, Council Member

Enrique Fernandez, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.8.
SUBJECT: Final Acceptance and Notice of Completion for East Main Pump Station Storm Main Repairs Project, CIP 17-24

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for the East Main Pump Station Storm Main Repairs Project, CIP 17-24 construction contract with SAK Construction, LLC.

Staff Contact:

Mark Miller, Assistant Engineer - (530) 661-5968; mark.miller@cityofwoodland.org

Fiscal Impact:

The authorized contract amount with SAK Construction, LLC was \$354,222 with an approved 15% contingency in the amount of \$53,133. The project is funded entirely through Measure "E" in the amount of \$550,000. No change orders were issued on the construction contract for the East Main Pump Station Storm Main Repairs Project, CIP 17-24 (the "Project"). The final construction contract amount was \$354,222, bringing the total Project cost to \$180,002 under the authorized project budget.

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

Background:

The EMPS conveys stormwater flows from the north half of Woodland into the Outfall Channel and then into the Yolo Bypass. The North Drainage Canal is adjacent to the EMPS. The bypass 54" diameter storm main connecting to the EMPS had several defects resulting in groundwater infiltration and localized sinkholes. The defects included joint failures and evidence of the early stages of collapse at one end of the pipe. If the pipeline were to collapse, the City's stormwater drainage would be severely impeded. Also, the Beamer Trunk interceptor sewer alignment is over the top of the 54" diameter storm pipe. The Beamer interceptor sewer carries approximately 30% of the City's sewage to the wastewater treatment plant. A failure of the 54" diameter storm pipeline would also cause a failure of the interceptor sewer.

This Project corrected groundwater infiltration issues and pipe-structure defects by installing 240 feet of cured-in-place pipe (CIPP) liner inside the defective storm main, essentially creating a new pipe within the old pipe that is designed to last for more than 50 years and sustain the earth loads above the pipe and the groundwater infiltration pressures along the pipe. The Project also replaced an existing corrugated metal manhole that did not meet City of Woodland standards with a new concrete saddle manhole that provides better access to and structural support for the underlying storm main.

Construction was completed October 18, 2019.

Discussion:

This project addresses the 2019-2020 City Council's goal to manage existing infrastructure in such a way that reduces long-term cost of maintenance by repairing this storm main via trenchless methods before the situation

had degenerated further. Open cut excavation of the pipeline would have impacted the nearby pump station, drainage channel and sewer interceptor, leading to exorbitant costs for excavating to the necessary depth, bracing the trench and other facilities, and protecting from groundwater impacts. The installation of CIPP is not only faster, but also more suited to this area of high groundwater because the CIPP is joint-less, eliminating the typical passages that groundwater uses to infiltrate pipelines.

The City advertised for bids on February 14, 2019. On April 2, 2019, the City Council decided by Resolution No. 7250 to award the construction contract to SAK Construction, LLC. On April 30, 2019, the City executed a construction contract with SAK Construction, LLC and provided them with a Notice to Proceed date of June 17, 2019. Construction is now complete and ready for acceptance.

The project cost breakdown is as follows:

Construction Contract	\$354,222
Change Orders	\$0
Total Construction Contract Cost	\$354,222
Design/Project Management	\$7,173
Construction Inspection	\$8,603
Total Project Costs	\$369,998
Total Authorized Project Budget	\$550,000

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for the East Main Pump Station Storm Main Repairs Project, CIP 17-24 construction contract with SAK Construction, LLC.

Prepared by: Mark Miller, Assistant Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, Assistant City Manager / Community and Economic Development Director



Paul Navazio
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR THE EAST MAIN PUMP STATION STORM MAIN REPAIRS PROJECT, CIP # 17-24

WHEREAS, the City Council approved the plans and specifications for the East Main Pump Station (EMPS) Storm Main Repairs Project, CIP # 17-24 (the “Project”) and authorized advertisement for bids on June 19, 2018; and the City of Woodland advertised for bids on February 14, 2019; and

WHEREAS, the City Council, on April 2, 2019, approved the construction contract for the Project with SAK Construction, LLC in the amount of \$354,222 and a fifteen percent (15%) construction contingency in the amount of \$53,133; and

WHEREAS, the construction of the Project began on June 17, 2019 and was completed in October 2019.

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

Section 1. The City Council hereby accepts the East Main Pump Station (EMPS) Storm Main Repairs Project, CIP # 17-24 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the East Main Pump Station (EMPS) Storm Main Repairs Project, CIP # 17-24.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.9.
SUBJECT: Final Acceptance and Notice of Completion for the 2018 Water & Sewer Repair & Replacement Project, CIP 18-09

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Authorize a \$5,000 increase to the construction contract contingency, bringing the total contract contingency to \$318,528; and 2) Accept the 2018 Water & Sewer Repair & Replacement Project, CIP 18-09, construction contract with Civil Engineering Construction, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

Staff Contact

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

Fiscal Impact

The authorized contract amount with Civil Engineering Construction, Inc. was \$3,135,279 with an approved 10% contingency in the amount of \$313,528. To date, four change orders have been executed in a total amount of \$312,037.02. A final change order is currently proposed in the amount of \$6,133.84, which results in a total change order cost of \$318,170.86, exceeding the authorized 10% contingency by \$4,642.96. Staff is requesting a \$5,000 increase to the construction contract contingency to cover the final change order and close out the contract.

The project has an authorized total budget of \$3,800,000, funded through Water Enterprise (\$2,400,000) and Sewer Enterprise (\$1,400,000) Funds. All work was completed within the authorized project budget.

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

Background

Approximately 40% of the water mains in the City are over 50 years old, and some mains are over 100-years old. Some of these water mains are in need of replacement due to frequent breaks and leaks. City engineering and operations staff have identified locations in the City that have the greatest occurrence of water main and lateral breaks and leaks and prioritized the areas for repair and replacement. This project is part of an ongoing multi-year program to replace water mains and sewer pipes that have exceeded their service life.

Based on the prioritization, this project was designed to repair and replace water mains and laterals in the following areas:

- Beamer Street between Walnut St. and Elm St.
- Grand Avenue between Clover St. and Beamer St.
- Walnut Street between Court St. and Beamer St.
- Locust Street between Clover St. and Beamer St.
- Elm Street between Clover St. and Beamer St.
- College Street between Clover St. and Beamer St.
- Clover Street between West St. and Walnut St. (Sewer Lining Only)

Approximately 6,500 linear feet of mainline water pipe was replaced by the project, thereby eliminating a portion of the antiquated system of two-inch (2") cast iron water mains located behind sidewalks. These mains are notorious for problems such as breaks and leaks. The project constructed new 8 and 12-inch diameter mains in the street and connected the residences with new polyethylene services, which now deliver more reliable water pressure and uninterrupted water service for more than 135 residences. At the same time, the project repaired sanitary sewer defects in the same area and rehabilitated more than 125 sewer laterals and lined more than 4,000 linear feet of sewer mains.

Discussion

As mentioned above, 4 change orders have been executed in the amount of \$312,037.02. The primary catalyst for the change orders was the discovery of unknown or undocumented utilities in conflict with the design. This is not surprising for a project of this nature where old infrastructure is being replaced. A final change order is currently proposed in the amount of \$6,133.84 to account for contractor costs and delays associated with damage to an inaccurately marked PG&E gas line. Staff reached out to PG&E to see if they would cover a portion of this cost. Ultimately, PG&E was not responsive to the City's request. It is staff's opinion that this cost should have been borne by PG&E however, the cost in City Attorney time to pursue this claim would exceed the amount.

These five change orders bring the total change order amount to \$318,170.86, just \$4,624.96 over the authorized contract contingency. The increase in contingency does not impact the total project budget as shown below.

See below for a breakdown of the project costs:

Construction	\$3,135,279
Change Orders	\$318,170.86
Total Construction Cost	\$3,453,449.86
Design	\$165,000
Construction Inspection	\$88,000
Project Management/Project Expenses	\$85,000
Total Project Costs	\$3,791,449.86
Total Authorized Project Budget	\$3,800,000

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to: 1) Authorize a \$5,000 increase to the construction contract contingency, bringing the total contract contingency to \$318,528; and 2) Accept the 2018 Water & Sewer Repair & Replacement Project, CIP 18-09, construction contract with Civil Engineering Construction, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Ed Wisniewski, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer



Paul Navazio
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT
THE 2018 WATER & SEWER REPAIR AND REPLACEMENT PROJECT, CIP 18-09
CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO
FILE A NOTICE OF COMPLETION.**

WHEREAS, the City Council approved the plans and specifications for the 2018 Water & Sewer Repair & Replacement Project, CIP 18-09 (the “Project”) and authorized advertisement for bids on June 19, 2018; and the City of Woodland advertised for bids on June 20, 2018; and

WHEREAS, the City Council, on August 21, 2018, approved the construction contract with Civil Engineering Construction, Inc. in the amount of \$3,135,279 and approved a 10% construction contingency in the amount of \$313,528.

WHEREAS, the construction of the Project began on September 17, 2018 and was completed in August 2019.

WHEREAS, four contract change orders were executed in an amount totaling \$312,037.02, and one final change order remains to be executed in the amount of \$6,133.84.

WHEREAS, authorization for a construction contract contingency increase of \$5,000 is required to execute the final change order change and close out the construction contract.

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

Section 1. The City Council hereby authorizes a \$5,000 increase to the construction contract contingency, bringing the total contingency to \$318,528.

Section 2. The City Council hereby accepts the 2018 Water & Sewer Repair & Replacement Project, CIP 18-09 as complete.

Section 3. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the 2018 Water & Sewer Repair & Replacement Project, CIP 18-09.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.10.
SUBJECT: Final Acceptance and Notice of Completion for WPCF Pond 8 Biosolids Drying and Removal Project, CIP 19-24

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting WPCF Pond 8 Biosolids Drying and Removal Project, CIP #19-24 as complete and authorize the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

The WPCF Pond 8 Biosolids Drying and Removal Project, CIP #19-24 was approved with a budget of \$520,000 on May 14, 2019. The funding source is the Sewer Enterprise Fund. The final project cost for the drying and hauling work is \$390,000 including construction, construction contingency, construction management, and project management.

The construction contract was awarded for \$397,000 with a \$99,250 (25%) contingency. The original bid quantity was 6,000 dry tons of biosolids, whereas the final quantity of dry tons was 5,816.7 tons, resulting in construction contract savings of more than \$11,000. There were no change orders issued for this project. Project management and construction management costs were approximately \$4,000 making the total project cost approximately \$390,000.

There is no impact to the General Fund.

Background:

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

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

Another factor is the moisture content of the biosolids. The project specifications require the contractor to dry the material to at least 50% dry prior to hauling. The project pays the contractor on a dry weight basis to encourage the contractor to dry the material more thoroughly and reduce project costs through reduced hauling and tipping fees. The contractor dried the material to an average of 10% moisture by weight.

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

material. Disposal of this material is also essential to ongoing management of biosolids.

Discussion:

The total amount of biosolids hauled from Pond 8 was 5,816 dry tons compared with the bid quantity of 6,000 dry tons. No change orders were executed during the project.

The project cost breakdown is as follows:

Construction	\$386,000
Change Orders	\$0
Total Construction Cost	\$386,000
Project/Construction Management	\$4,000
Total Project Costs	\$390,000

The removal of biosolids from Pond #11 is planned for next year for two reasons. Pond #11 is the last of the ponds filled legacy biosolids that needs be removed in order to better manage biosolids on an ongoing basis. Recent California legislation regarding diversion of organic material from landfills may impact the City's ability to haul biosolids to the Yolo County Landfill for use as alternative daily cover after year 2020. The estimated amount of biosolids in Pond #11 to be removed is significantly higher than in Pond #8, which would increase project costs over this project.

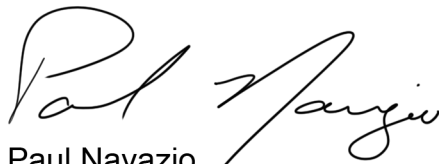
Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting WPCF Pond 8 Biosolids Drying and Removal Project, CIP #19-24 as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer

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



Paul Navazio
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT
WPCF POND 8 BIOSOLIDS DRYING AND REMOVAL PROJECT, CIP 19-24
CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO
FILE A NOTICE OF COMPLETION.**

WHEREAS, the WPCF Pond 8 Biosolids Drying and Removal Project (CIP 19-24) is fully funded in the Capital Budget for \$520,000; and

WHEREAS, the City Council approved the plans and specifications for WPCF Pond 8 Biosolids Drying and Removal, CIP 19-24 (the “Project”) and authorized advertisement for bids on April 2, 2019; and the City of Woodland advertised for bids on April 10, 2019; and

WHEREAS, the City Council, on May 14, 2019, approved the construction contract with Ariza Construction, Inc. in the amount of \$397,000 and approved a 25% construction contingency in the amount of \$99,250; and

WHEREAS, the construction of the Project began on June 21, 2019 and was completed in October 2019; and

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

Section 1. The City Council hereby accepts the WPCF Pond 8 Biosolids Drying and Removal Project (CIP 19-24) as complete.

Section 4. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the WPCF Pond 8 Biosolids Drying and Removal Project, CIP 19-24.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.11.
SUBJECT: Create Capital Improvement Project, Reallocate Funding, Approve Sole Source Finding and Authorize the City Manager to Award a Contract for the Water Pollution Control Facility Clarifier No. 3 Mechanism Replacement Project, CIP 20-11

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____, to: 1) create a new capital project, Water Pollution Control Facility (“WPCF”) Clarifier No. 3 Mechanism Replacement Project, CIP 20-11 (“Project”); and 2) authorize the reallocation of \$1,650,000 of Sewer Enterprise Funds from the Water Pollution Asset Replacement Project, CIP 14-02 to the Project; and 3) make sole source findings pursuant to Public Contract Code Section 3400(c)(2) and (3) and Woodland Municipal Code Section 3.32.130B; and 4) authorize the City Manager to award a contract for the Project to MISCO Water in the amount of \$1,551,743 with a 5% contingency amount of \$77,587.

Staff Contact:

Mark Miller, Assistant Engineer, (530) 661-5968, mark.miller@cityofwoodland.org

Fiscal Impact:

Funding for WPCF Clarifier No. 3’s recoating was programmed into the FY 2019/20 Capital Budget, which was approved July 2, 2019. Overall funding for this Project is part of the Water Pollution Asset Replacement Project, CIP 14-02, which identifies and funds numerous WPCF assets that need to be replaced for the WPCF to continue to operate as designed. CIP 14-02 is fully funded out of the Sewer Enterprise Fund and is included in the approved Capital Improvement Program Budget. Since CIP 14-02 encompasses multiple projects, staff is requesting \$1,650,000 of the available Sewer Enterprise Funds to be reallocated from CIP 14-02 to CIP 20-11 to allow better tracking of costs. The contract for the interior mechanism replacement of Clarifier No. 3 is for an amount of \$1,551,743 with \$77,587 of construction contingency.

There is no impact to the General Fund.

Background:

The clarifiers serve in the secondary treatment portion of the wastewater treatment process. The interior mechanism rotates within each clarifier, scouring the bottom of settled particles and discharging treated water through weirs at the surface. Because of the corrosive nature of the wastewater treatment environment, all of the metal surfaces of the clarifier interior mechanism that could corrode must be coated with a protective paint to increase longevity and sustain functionality. City staff continually reviews the functional status of assets in the City’s WPCF that allow the facility to work as designed, and through this process, staff identified the existing mechanism of Clarifier No. 3 to be in need of reapplication of a corrosion-protection coating. On August 29, 2019, WPCF staff also found Clarifier No. 3 stopped rotating overnight and was not functioning properly. After removing the clarifier from service, staff found the clarifier’s drum drive deteriorated to the point where the drive’s teeth no longer interlock with the interior clarifier mechanism’s gears leading to malfunction of the mechanism. The existing Clarifier No. 3 was originally installed in 1998 and has been

regularly maintained, but the equipment is now in need of replacement.

This Project will involve the removal and replacement of the maintenance bridge, drum drive and entire interior mechanism with new stainless steel components. These components will not have to be recoated in the future, which will eliminate the related maintenance costs. This Project does not include any concrete work on the structure.

Wastewater clarifiers are meticulously designed and any replacement parts must be specific to the clarifier facility that they will be installed within. The interior mechanism must be fabricated to fit within the existing clarifier structure and be compatible with the components to be reutilized. There exist only a handful of manufacturers of this type of equipment in North America. In pursuit of treatment component compatibility throughout the WPCF, staff has determined that the City would be best served by sole-sourcing the replacement of Clarifier No. 3 to the same manufacturer who sourced the clarifier in 1998. The other three clarifiers are composed of interior mechanisms and drum drives manufactured by WesTech Engineering (“WesTech”) and the equipment that will be reutilized in Clarifier No. 3 after its replacement is also manufactured by WesTech. Therefore, staff has determined that the replacement drum drive, bridge and interior mechanism should be manufactured by WesTech, as well. MISCO Water (“MISCO”) is the only authorized representative of WesTech in our region capable of providing and installing the WesTech clarifier. Based on the unavailing nature of competitive bidding in this case and Public Contract Code Section 3400(c)(2) & (3), which authorize sole source contracts for public works projects in order to match other products in use on a particular public improvement and in order to obtain a necessary item only available from one source, staff recommends the City contract with MISCO for the purchase of the WesTech clarifier mechanism and the installation of it into the WPCF Clarifier No. 3.

Discussion:

The secondary clarifiers are an integral process of the City’s WPCF that need to be evaluated on a periodic basis to assess their condition/function. One clarifier, Clarifier No. 3, is currently non-functional due to drum drive deterioration and the WPCF has no backup equipment if there is a problem with any of the other three clarifiers or if there is a storm leading to increased flows at the WPCF.

All four clarifier mechanisms operate in corrosive environments and therefore need to be stainless steel or otherwise coated to prevent corrosion. Clarifier No. 3 was built of carbon steel, which requires a protective coating to be applied approximately every 15 years, and has previously been identified for needing a new coat. Staff procured a quote from a painting contractor in 2017 for the complete recoat of Clarifier No. 3 in the amount of \$980,000 but deferred the project for budgetary reasons. After the drum drive failed, staff procured a cost estimate from the manufacturer, WesTech, in the amount of \$150,000 to replace just the drum drive and a cost estimate in the amount of \$1,400,000 to replace both the drive and the entire clarifier mechanism. A life cycle cost analysis of the new stainless steel drum drive and corrosion protection of the exposed carbon steel was evaluated over the drive’s expected life of 30 years. The life cycle cost for the new stainless steel mechanism and replaced drum drive has a present value of approximately \$1,400,000. The life cycle cost analysis of replacing the drum drive, recoating the mechanism and applying another coating in 15 years has a present value of approximately \$2,500,000. The life cycle cost analysis shows a clear cost savings to replace the mechanism with stainless steel at the same time as the drive is replaced. Applying corrosion protection to this clarifier has previously been planned as part of the WPCF asset management program, but staff has determined that full replacement of the clarifier mechanism, bridge, and drum drive is warranted due to the deteriorated drive and substantially greater costs described above for reapplication of corrosion protection versus full mechanism replacement. Reinstatement of Clarifier No. 3 into service by replacing its interior mechanism serves the City Council’s 2019-2020 goal of ensuring that the City’s physical infrastructure is

maintained to provide for current and future community needs.

The City has procured a base quote from MISCO for replacing the WPCF Clarifier No. 3 interior mechanism, bridge, and drive in the amount of \$1,171,764. The quote also includes three alternates for (a) the replacement of the fiberglass effluent weir and stainless steel scum baffle (\$193,298), (b) replacement of the fiberglass density current baffles (\$164,919), and (c) replacement of the fiberglass effluent launder covers (\$215,060). Both the launder covers and density current baffles experience the greatest exposure to ultraviolet degradation; they are identified by operations staff for needing immediate replacement and will be included with this Project. Replacement of the scum baffle and effluent weir is not critical and will be deferred to a future project if necessary. This Project will also address seismic and safety deficiencies to ensure the clarifier conforms to current regulations. Staff anticipates construction starting in Summer 2020 and concluding at the end of Fall 2020.

Conclusion:

Staff recommends that City Council adopt Resolution No. _____, to: 1) create a new capital project, Water Pollution Control Facility (“WPCF”) Clarifier No. 3 Mechanism Replacement Project, CIP 20-11 (“Project”); and 2) authorize the reallocation of \$1,650,000 of Sewer Enterprise Funds from the Water Pollution Asset Replacement Project, CIP 14-02 to the Project; and 3) make sole source findings pursuant to Public Contract Code Section 3400(c)(2) and (3) and Woodland Municipal Code Section 3.32.130B; and 4) authorize the City Manager to award a contract for the Project to MISCO Water in the amount of \$1,551,743 with a 5% contingency amount of \$77,587.

Prepared by: Mark Miller, Assistant Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, Assistant City Manager/Community & Economic Development Director



Paul Navazio
City Manager

Attachments:

1. Resolution
2. WPCF Clarifier No. 3 Upgrade Proposal_FINAL

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
DESIGNATING CERTAIN PRODUCTS, BRANDS, OR SERVICES PURSUANT TO
PUBLIC CONTRACT CODE SECTION 3400 AND APPROVING AN AGREEMENT
WITH MISCO WATER FOR THE WPCF CLARIFIER NO. 3 MECHANISM
REPLACEMENT PROJECT, CIP #20-11**

WHEREAS, the City wishes to create a new capital project, Water Pollution Control Facility Clarifier No. 3 Mechanism Replacement Project, CIP 20-11 (“Project”); and

WHEREAS, the City wishes to reallocate \$1,650,000 from the Water Pollution Asset Replacement Project, CIP 14-02, to the Project; and

WHEREAS, pursuant to Public Contract Code Section 3400(c), the **CITY OF WOODLAND** (“City”) may make findings designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes; and

WHEREAS, pursuant to Woodland Municipal Code Section 3.32.130B, the City may make findings designating that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal.348; *Grayson v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and

WHEREAS, the City Council has reviewed the City’s current facilities, general contracts, plans, and specifications in order to evaluate the City’s need to establish uniform, complete, and compatible mechanical components at the Water Pollution Control Facility (WPCF) that are consistent with equipment currently being used for wastewater treatment systems in order to facilitate the most reliable, dependable, and cost efficient system; and

WHEREAS, the City has undertaken research of various options for the procurement and replacement of the broken mechanism of WPCF Clarifier No. 3 and has determined the City would be best served by maintaining treatment component compatibility by sole-sourcing the replacement of Clarifier No. 3 to the same manufacturer who sourced the clarifier in 1998; and

WHEREAS, the company that manufactured the existing clarifier installed in 1998 is WesTech Engineering (“WesTech”); and

WHEREAS, City maintenance personnel have been trained in the maintenance, repair and replacement of the WesTech clarifiers and keep a stock of the equipment needed for their maintenance and replacement; and

WHEREAS, the City staff has determined that the WesTech clarifiers have demonstrated ease of maintenance, reliability, durability, and quality; and

WHEREAS, sole source of public works projects is authorized under Public Contract Code Section 3400(c)(2) & (3) in order to match other products in use on a particular public improvement and in order to obtain a necessary item that is only available from one source; and

WHEREAS, the procurement of the WesTech clarifier mechanism from MISCO Water (“MISCO”), the exclusive authorized representative of WesTech in California, will allow the City to ensure both the installation and the operation of the replacement mechanism will match the existing products in use at the WPCF and, therefore, will not require modifications to WPCF Clarifier No. 3 or other components of the WPCF; and

WHEREAS, as the exclusive authorized representative of WesTech in our region, MISCO is the only source that can provide and install the WesTech clarifier mechanism manufactured by WesTech Engineering that would be functionally linked to the existing equipment being used for wastewater treatment at the WPCF; and

WHEREAS, based on the City Council’s above described review, Woodland Municipal Code Section 3.32.130B, Public Contract Code Section 3400(c)(2) & (3), and California case law, the City concludes that it is in the best interests of the City to purchase the WesTech clarifier mechanism from MISCO, and to contract with MISCO in the amount of \$1,551,743 with a 5% contingency of \$77,587 for the purchase and installation of the equipment for the above-named project.

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

Section 1. The above recitals are true and correct and incorporated as if fully set forth herein.

Section 2. The City Council hereby creates the new capital project, Water Pollution Control Facility Clarifier No. 3 Mechanism Replacement Project, CIP 20-11 (“Project”).

Section 3. The City Council hereby approves a reallocation of \$1,650,000 from the Water Pollution Asset Replacement Project, CIP 14-02, to the Water Pollution Control Facility Clarifier No. 3 Replacement Project, CIP 20-11.

Section 4. The City Council, pursuant to the above described findings, Woodland Municipal Code Section 3.32.130B, Public Contract Code Section 3400(c)(2) & (3), and California case law, hereby approves procuring uniform components for the Project that are compatible with the system currently being utilized at the WPCF in order to facilitate the most reliable, dependable, and cost efficient system.

Section 5. The City finds the use of different types of equipment to be problematic and believes it necessary to establish a uniform equipment manufacturer requirement in order to avoid incompatibility issues, as well as security, durability, and reliability issues and costs associated with experimenting and replacing incompatible or useless clarifier equipment and to avoid the waste of City funds associated with addressing incompatible components.

Section 6. The WesTech clarifier mechanism manufactured by WesTech is specified because it matches the components currently utilized at the WPCF and will not require modification to the WPCF.

Section 7. The City staff has determined that the WesTech clarifier has demonstrated its reliability, durability, and quality.

Section 8. The City's research also indicates that including multiple brands of equipment may cause incompatibility issues and make wastewater treatment more difficult to implement. Furthermore, the City's other three clarifiers at the WPCF are equipped with WesTech clarifiers and the final can be readily configured with the WesTech clarifier mechanism.

Section 9. The City maintenance staff has been trained in the maintenance, repair, and replacement of the equipment composing WesTech clarifiers, and maintain a stock of the equipment needed for replacements and maintenance.

Section 10. The City and its consultants have undertaken research into the products/brands of clarifier mechanisms. Pursuant to Public Contract Code Section 3400(c)(2), the City Council hereby designates the WesTech clarifier mechanism for use in the Project so as to match other electrical and mechanical components in use throughout the City's specialized wastewater treatment system, thus avoiding incompatibility of products, as well as security, replacement, and maintenance problems.

Section 11. Pursuant to Public Contract Code Section 3400(c)(2) & (3), the City Council finds that MISCO Water is the only authorized vendor and installer of WesTech clarifiers in California and, as such, bidding would be futile and provide the City with no competitive advantage as no other contractor could bid the WesTech clarifier mechanisms or functionally link the new WesTech clarifier to the existing wastewater treatment equipment.

Section 12. The City Council hereby authorizes and directs the City Manager, or his or her designee, to execute the contract with MISCO in the amount of \$1,551,743 with a 5% contingency of \$77,587 for the Project, subject to such additions or modifications thereto as the City Manager, or his or her designee, may deem necessary in the best interests of the City.

Section 13. This Resolution shall be effective as of the date of adoption.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



Project Proposal
MP-1760821_x2_FINAL

Woodland WPCF
Chris Fong PE, Senior Associate Engineer



Secondary Clarifier Rehabilitation Project



MISCOwater
California Contractor
License No. 794005

Prepared by: November 5, 2019
Mark Humberstone

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1. MISCOwater Collaborative Delivery Solutions



Furnish & Installation

Delivering working, integrated systems utilizing technologies that provide effective water treatment solutions

MISCOwater is focused on applying the best water and wastewater treatment solutions to our industry's greatest water treatment challenges in partnership with you.

Provide municipalities a cost effective way to implement small to medium sized projects involving installation of new equipment or replacement/rehabilitation of existing equipment.

Complete projects faster than most project procurement mechanisms.

Provide owners with a Project Manager that is a single point-of-contact for successful project implementation.

Contract with manufacturers that use common design and engineering tools to minimize project costs.

Encourage owner participation in the selection of the installer/contractor to foster collaboration and partnership.

Include options for financing, system maintenance, and long-term support.

2. Scope of Work

Project Construction Overview: Complete replacement of Secondary Clarifier No. 3

Base Bid - Scope of Work

1. Mobilization
2. Disconnect electrical drive power and controls. LCP to be reused.
3. Disconnect and remove flood light near drive which shall be reused.
4. Remove stainless steel stiffening arm which shall be reused.
5. Demolish sludge withdrawal ring grout.
6. Demolish and dispose of existing Secondary Clarifier No. 3 mechanism.
7. Install new secondary clarifier mechanism including but not limited to the following: the center drive unit, center pier/column, center cage, truss arms, scraper blade sludge collectors, sludge withdrawal ring, influent well and supports, truss-supported bridge walkway, and skimmer assembly. Entire mechanism shall be type 304 stainless steel. The final coating on the drive unit shall have a polyurethane coating that is resistant to UV light.
8. Regrout sludge withdrawal ring.
9. Reinstall stainless steel stiffening arm.
10. Reinstall flood light.
11. Run conduit for power and control for flood light and drive mechanism on bridge.
12. Provide O&M manuals including drawings of the new secondary clarifier mechanism. Provide O&M training to Woodland WPCF personnel.
13. Provide startup and commissioning service.

Additive Alternative A

1. Demolish and dispose of FRP effluent weirs and stainless scum baffles.
2. Install new FRP effluent weirs and stainless steel scum baffles.

Additive Alternative B

1. Demolish and dispose of FRP density current baffles.
2. Install new FRP density current baffles.

Additive Alternative C

1. Demolish and dispose of FRP effluent launder covers.
2. Install new FRP effluent launder covers.

NOTES:

- Stainless steel scum boxes, stainless steel stiffening arm, flood light, LCP, and electrical conductors shall be reused.
- Woodland WPCF shall provide all labor for electrical disconnect, wiring pulling, removal/reinstallation of LCP and flood light, and final re-connection.
- Provide start-up and training to Woodland WPCF O&M staff to ensure proper operation and long term maintenance.
- Provide Confined Space Entry Equipment (where necessary) and PPE. Proposal includes allowance for a hole watch, gas monitoring, ventilation and retrieval device, if necessary.
- Clarifier assumed to be shut down, drained, and cleaned by others prior to mobilization.
- Assumes storage area onsite for crane and conex boxes.
- Includes prevailing wage rates for all craft labor.
- Work to be performed in one (1) mobilization.

This scope of work excludes the following items:

- Permits, fees, and/or stamped engineering documents.
- Overtime premiums or weekend work.
- No allowances have been included for snow removal and winter work.
- SCADA interface work.
- Assumes adequate lay down and access to work site.
- Installation of (non identified) piping, equipment supports and/or electrical.
- Offloading and/or storage of replacement parts if delivered when crew is not onsite.
- Bypass pumping, if required, to be provided by others.
- City of Woodland to make all reasonable precautions to make safe work space.
- Hazardous material handling or disposal.
- Project Labor Agreements (PLA's) or similar requirements.
- Alternates are additive only. The only stand-alone price is the base price.
- Any work not specifically included.

3. Scope of Supply

WesTech Clarifier Mechanism Model COPC1G - 130' Dia



Equipment

General Scope of Supply

Description	Unit	Dimension/Capacity
Application	Municipal Waste Water	-
Number of Mechanisms	each	1
Tank Diameter	ft	130
Tank Side Wall Depth	ft	18
Tank Side Water Depth	ft	16
Tank Bottom Slope	-	1:12

Equipment Description (Each Unit)

Detailed Scope of Supply (Each Mechanism)

Item	Quantity	Description	Material
Walkway Bridge	1	Pony Truss Type	304 SS
Walkway Handrail	-	Truss serves as railing	304 SS
Walkway Flooring	-	1-1/4" Grating	Aluminum
Platform Handrail	-	3 Rail Component	Aluminum
Platform Flooring	-	1/4" Checker Plate	Aluminum
Center Column Diameter	1	36"	304 SS
Dual-Gate EDI Diameter	-	11 ft	304 SS
Dual-Gate EDI Total Height	-	3 ft	
Feedwell Diameter	-	24 ft	304 SS
Feedwell Total Height	-	5.25 ft	
Feedwell Supports	-	Supported from the cage	304 SS
Full Radius Rake Arms	2	Box truss w/ spiral scrapers	304 SS
Squeegees	-	Bolted to scraper blades	304 SS
Scum Skimmer	2	Std. hinged skimmer assembly	304 SS
Scum Box/Trough	2	3 ft standard scum box	304 SS
Anchor Bolts	LOT		304 SS
Assembly Fasteners	LOT		304 SS

Drive

WesTech Drive Units

Description	Unit	Dimension/Capacity
Drive Type	C60	Cage - Precision Bearing
Continuous Rated Torque	ft-lbs	60,000
Motor Size	HP	1
Gear Size	in	31
Motor Specifications	Classification	TENV
	Rating	Inverter
	Duty	Washdown – Paint Free
	Power - Phase / Hz	230/460 V 3 PH (60Hz)

Additive Alternate A

Effluent Weirs and Scum Baffles

Item	Description	Material
10" Effluent Weir	V-Notch	FRP
12" Scum Baffle and Supports	-	304SS

Additive Alternate B

Density Current Baffles

Item	Description	Material
48" Density Current Baffle	With FRP Supports	FRP

Additive Alternate C

Launder Covers

Item	Description	Material
NEFCO Effluent Launder Covers	With FRP Supports	FRP

Field Service

Equipment Checkout, Start-up & Operator Training

Trips	One
Total Days	One

Field service for inspection, observation of torque testing, startup, instruction of plant personnel.

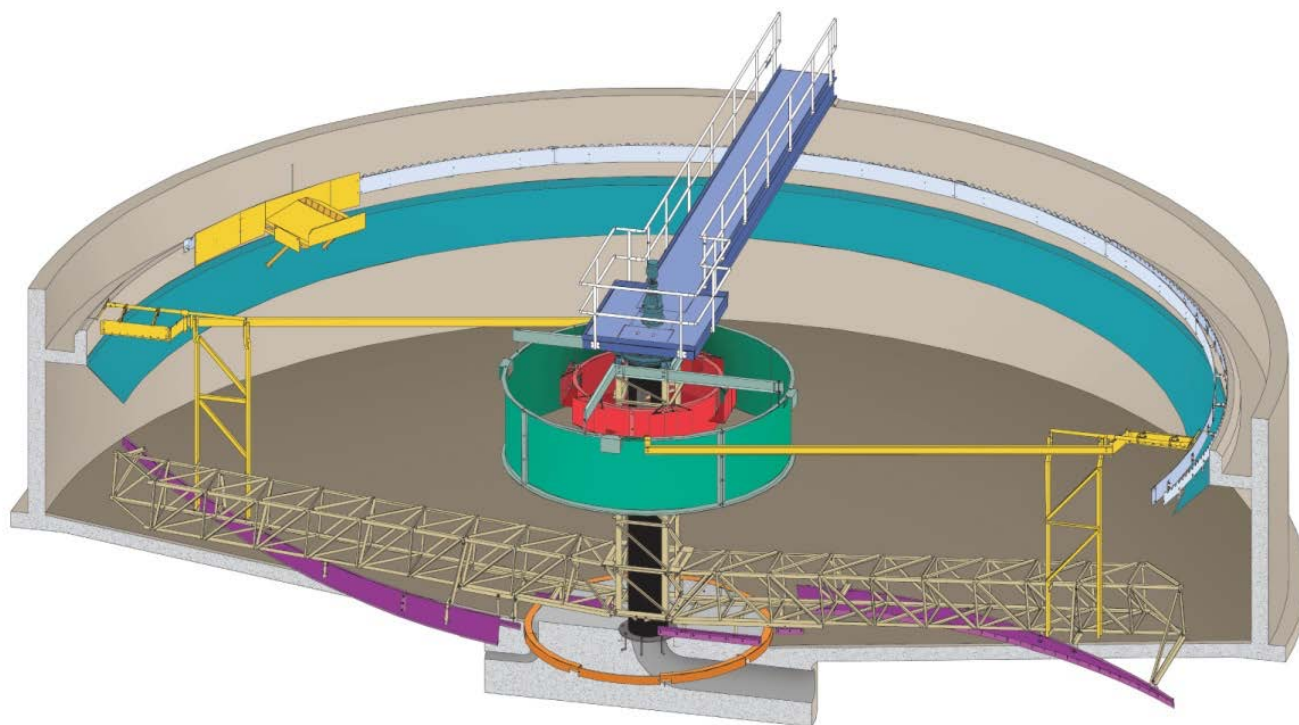
Seismic

Seismic Design Considerations

- 1 Seismic calculations are included and will be designed and stamped by a CA-certified P.E.
- 2 Seismic Zone 4 requirement.
- 3 Existing anchor bolts shall be reused unless seismic calculations require different anchorage.

Clarification Comments

- 1 Standard WesTech 5-year warranty.



4. Project Schedule

Purchase order received and accepted:	Timeline begins
Submittals complete:	Week 10
Submittals approved:	Week 14
Fabrication of WesTech equipment complete:	Week 34
• Onsite inspection by construction crew/mobilization • Equipment ships/arrives onsite	
Installation of equipment complete:	Week 40
• Mobilization of construction crew • Demolition/removal of existing chain and flight equipment • Installation of new chain and flight components	
Start-up and training (1 trip, 1 day):	Week 41
Close Project:	Week 42



Project Reference List Wastewater Solutions

City of Watsonville Aeration Upgrade Project

Owner:	Watsonville 500 Clear Water Drive Watsonville, CA 95077 Phone: (831) 768-3170 Contact: Kevin Silvieri
Construction Partner:	GSE Construction Company 6950 Preston Ave Livermore, CA 94551 Phone: (925) 447-0292 Contact: Dennis Gutierrez
Project Amount:	\$530,000
Project Duration:	6 months
Project Team:	Mike Tooley Richard Gmandt
Summary:	• Upgraded existing Lamson multistage blower with APG Neuros turbo blower. • Upgraded coarse bubble diffusers in re-aeration and aeration. basins with PFTE (Teflon) coated 9-inch disc diffusers. • Testing, commissioning, start up and training.



Project Reference List Wastewater Solutions

Silicon Valley Clean Water Aeration Upgrade Project

Owner:	Silicon Valley Clean Water 1400 Radio Rd Redwood City, CA 94065 Phone: (650) 591-7121 Contact: Arvind Akela, Chuck Fenton
Construction Partner:	Monterey Mechanical Co. 8275 San Leandro St Oakland, CA 94621 Phone: (510) 632-3173 Contact: Ed Moore
Project Amount:	\$2,200,000
Project Duration:	6 months
Project Team:	Mike Tooley Dwight Craig Richard Gnantt Matt Tooley
Summary:	• Upgraded existing mechanical mixers with efficient Invent Mixer/ Aerators including drop leg air headers, air spargers, and integrated controls. • Energy savings of 560hp operating horsepower. • SOTE Testing, commissioning, start up and training. • Return on investment less than 3 years.



Project Reference List

Wastewater Solutions

City of Carmel

Methane Gas Scrubber Retrofit Project

Owner:

Carmel Area Wastewater District
3945 Rio Rd.
Carmel-by-the-Sea, CA 93922
Phone: (831) 624-1248
Contact: Drew Lander

Construction Partner:

GSE Construction Co.
6950 Preston Ave
Livermore, CA 94551
Phone: (925) 447-0292
Contact: Nelson Cooper

Project Amount:

\$85,000

Project Duration:

2 weeks

Project Team:

Mike Tooley
Matt Tooley

Summary:

- Rehabilitation of existing MARCAB H₂S methane gas scrubber system.
- Replaced iron sponge and carbon media.
- Replaced corroded valves and manual actuators.
- Recoated/painted vessels.
- Removal and disposal of spent media.
- Testing, commissioning, start up and training.

6. MISCOcare Preventive Maintenance Program



MISCOcare

Preventive Maintenance Program

MISCOcare

*Designed to minimize
unexpected
downtime and to
extend the life of your
equipment*

Treatment plants are faced with the increasing challenge of accomplishing more work with less staff, so we offer long-term warranties and preventive maintenance on most equipment that we provide.

MISCOwater, with the assistance of our partner equipment manufacturers, will travel to your site regularly to assess the equipment's overall performance, perform routine maintenance, and provide a detailed report with recommendations to improve operation and extend equipment life. We will also be available to train staff on equipment operation where necessary.

Included in our preventive maintenance program for the Woodland WPCF is:

- Annual visit from a MISCOwater Aftermarket Specialist who will visually inspect the clarifier mechanisms including inspection of bearings, drive, oil level and inspection of scum rake arm and beach.
- Written field inspection report presented after each visit detailing any issue(s) and recommended corrective action(s).
- 5-year MISCOcare term included.

7. Firm Project Pricing

Base Bid	Demolition and Installation of (1) 130ft 304SS WesTech clarifiers including engineering, project management, and performance bond at 1.5%.	\$1,171,764
MISCOcare	MISCOcare - Preventative Maintenance Program - 5 Year Term	Included
	Base Bid Subtotal	\$1,171,764
Additive Alternate A	Replacement of effluent weirs and baffles	\$193,298
Additive Alternate B	Replacement of density current baffles	\$164,919
Additive Alternate C	Replacement of effluent launder covers	\$215,060

*freight and tax included @ 8.00% sales tax

Terms and Conditions: as defined by MISCOwater standard Terms and Conditions.

The City of Woodland WPCF has elected to proceed with the Base Bid as well as Additive Alternates B and C due to the more immediate need of those replacement alternates.

8. Terms and Conditions

MISCOWATER – TW ASSOCIATES TERMS & CONDITIONS OF SALE

1. ACCEPTANCE

When the Buyer signifies acceptance of this quotation by submission of a Purchase Order or signed MISCOWATER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the Seller (MISCOWATER). Any changes or amendments to this proposal made by the Buyer must have MISCOWATER's approval in writing to become a part of this contract.

2. DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by MISCOWATER for failure to ship or deliver on such dates. Unless otherwise directed, MISCOWATER shall have the right to make early or partial shipments and invoices covering the same to Buyer shall be due and payable in accordance with payment terms hereof. FOB shall be origin.

3. APPROVAL DRAWINGS

Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the Buyer's order. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing.

4. PAYMENT

Payment terms, upon credit approval, are Net 30 Days from the date of each invoice issued for each partial or final shipment. Flowdown provisions are not accepted. Retention is not allowed. In the event any payment becomes past due, a charge of 1.5% will be assessed monthly.

5. TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice.

6. CLAIMS AND BACKCHARGES

Buyer agrees to examine all materials immediately upon delivery and report to Seller (MISCOWATER) in writing any defects or shortages noted no later than 10 days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will MISCOWATER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from MISCOWATER prior to the performance of any such work.

7. SECURITY INTEREST & TITLE

Until all amounts due MISCOWATER have been paid in full, Seller shall retain a security interest in the product and have all rights of a secured party under the California Uniform Commercial Code, including the right to repossess the product or equipment without legal process.

8. WARRANTY

MISCOWATER warrants that the product furnished will be free from defects in material and workmanship when installed, operated and maintained under design conditions and in accordance with the manufacturer's written instructions. Warranties will expire (18) months after shipment or twelve (12) months after start-up, whichever occurs first. Expandable items such as filter or scrubber media are excluded from this warranty.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, AND IN NO EVENT SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT PURCHASED ON THIS ORDER.

The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty, and, except for gross negligence and willful misconduct, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto. Buyer's failure to submit a timely claim as provided shall specifically waive all claims for damages or other relief.

9. CANCELLATION

Should this order be cancelled, Buyer shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order.

10. FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, supervision, operation and training are not included in our pricing of product.

11. COMPLETE AGREEMENT

These terms are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usages of the trade shall be relevant to supplement or explain any term used in this agreement. This agreement supersedes all prior representations and agreements with respect to the matters set forth herein and may be modified only by a written agreement to and signed by each of the parties.

MISCOWATER:

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Rev. 06/07/2016



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.12.
SUBJECT: Approve Professional Services Agreement for the Storm Drainage Outfall Channel Outlet Structure Project, CIP #20-06

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving a professional services agreement for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06, with Mead & Hunt (M&H) for engineering design and environmental permitting services in the amount of \$213,746 and approve a contingency of up to an additional 10% of the contract award amount (\$21,374).

Staff Contact:

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

Fiscal Impact:

The funding for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06 is included in the Capital Budget approved by City Council on July 2, 2019. The funding source is the Storm Drain Development Fund. Project # 20-06 has a budget of \$300,000 in FY 20. The design and environmental permitting work is expected to be completed by early 2021 and construction is planned for 2021.

There is no impact to the General Fund.

Background:

The entire City's storm drainage system outlets to the Yolo Bypass through the Outfall Channel and culverts through the Yolo Bypass West Levee (YBWL). The existing culverts were constructed around 1971 and consist of three 48-inch diameter corrugated metal pipes (CMP) with flap gates on the discharge end. Storm drainage flows have increased significantly since 1971 due to development within the City and an updated understanding of regional hydrology and as a result, additional capacity is needed through the culverts crossing the YBWL. The existing culverts do not meet current engineering standards for pipe penetrations through levees that protect urban areas. Additionally, the existing CMP's have corroded and are needing to be replaced.

The culverts were originally installed by the California Department of Water Resources and agreement was signed at that time specifying operations, maintenance, and replacement obligations. Agreement No. 71-518, Section 2 (h) between Investment Operating Corporation, RD2035, City of Woodland, and Yolo County obligate the City and County to permit and fund replacement and expansion of the culverts.

Discussion:

The project generally includes excavation of the YBWL and removal of the 3 48-inch diameter CMP's and installation of 5 72-inch diameter concrete culverts. The culvert work would include sluice gates and positive closure devices to protect lands west of the YBWL from high water in the Yolo Bypass (including the City of Woodland and other properties east of Woodland). The project would also reconstruct the YBWL at the culvert location. The work includes significant dewatering and environmental mitigation because the existing culverts are several feet underwater on both sides of the YBWL. Environmental permitting work is expected to

take approximately one year with permits required from several agencies.

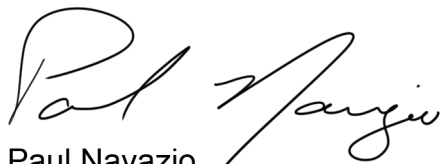
The City sought Request for Qualifications for On-Call Engineering Services in April of 2019 and received sixteen submittals. On June 5, 2019 the City selected nine of the firms to be on the City's on-call engineering services list. City staff has selected to use M&H from the approved list of firms for the Storm Drainage Outfall Channel Outlet Structure Project due to their extensive experience in design and permitting of levee projects.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving a professional services agreement for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06, with Mead & Hunt (M&H) for engineering design and environmental permitting services in the amount of \$213,746 and approve a contingency of up to an additional 10% of the contract award amount (\$21,374).

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Woodland Yolo Bypass Culverts Scope of Work

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE STORM DRAINAGE OUTFALL CHANNEL OUTLET STRUCTURE PROJECT, CIP 20-06

WHEREAS, the City wishes to enter into a professional service agreement with Mead & Hunt (M&H) for the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06 (the “Agreement”), for an amount of \$213,746; and

WHEREAS, the City of Woodland approved the FY20 Capital Budget on July 2, 2019 and included CIP 20-06 as part of the Capital Budget (the “Project”); and

WHEREAS, the City has identified the Storm Drainage Outfall Channel Outlet Structure Project, CIP 20-06 to be a priority; and

WHEREAS, the City wishes to approve a contract contingency of up to 10% (\$21,374); and

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

WHEREAS, M&H is experienced in the design of projects impacting levees and environmental consulting, surveying, and monitoring requirements of construction projects in sensitive natural communities; 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 Mead & Hunt for an amount of \$213,746 with contingencies up to 10% (\$21,374). 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 19th day of November 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

City of Woodland
Scope of Work for
Yolo Bypass West Levee Culvert Replacement Project
Mead & Hunt, Inc.
October 31, 2019

Background

Project Name: Yolo Bypass West Levee Culvert Replacement Project

Project Location: Woodland, California

Project Description: The City of Woodland's (City) Yolo Bypass West Levee Culvert Replacement Project (Project) consists of the design and construction of new levee culverts to replace the existing culverts which convey drainage from the City to the Yolo Bypass. The culverts are the primary drainage outlet for the City, and the existing culverts are beyond their useful service life. The failure of the culverts could adversely affect the integrity of the Yolo Bypass levee system. The replacement drainage culverts and closure structures will be designed in accordance with the current United States Army Corps of Engineers (USACE), Central Valley Flood Protection Board (CVFPB), and Urban Levee Design Criteria guidance for levee penetrations.

Mead & Hunt, Inc.'s (Mead & Hunt's) work will involve project management, preliminary and final design (final design to be scoped following completion of preliminary design services). Services will also include geotechnical investigations and reporting, topographic surveying, environmental studies, permitting services, preparation of design reports, plans, specifications, construction cost estimates, and quality control of all work products.

Hydrology and Hydraulics analysis of the tributary watershed has been previously prepared by Wood Rodgers that determined an ultimate buildout capacity of 1,443 cfs. Our scope is based upon the Wood Rodgers analysis and culvert sizing, and no additional analysis is included.

The existing Yolo Bypass West Levee (YBWL) is a Federal Project levee and therefore subject to permissions from the USACE and the CVFPB. Additional preliminary coordination must be made in order to determine the level of documentation required to obtain permissions from the CVFPB and USACE.

Organization: Mead & Hunt will be responsible for the performance of services provided under this Scope. We have assembled an engineering team including Blackburn Consulting (Blackburn), who will provide geotechnical services; Sycamore Environmental Consultants, Inc. (Sycamore), who assist with environmental studies and permitting; InContext Cultural Resources Solutions (InContext), who will assist with cultural studies; and UNICO Engineering (UNICO), who will provide surveying and right-of-way engineering. Mead & Hunt will be the prime consultant, responsible for the project's civil design aspects, overall project management and coordination, and Quality Assurance.

Scope of Work

This scope of work provides a detailed scope of work and budget for Tasks 1, 2 and 3 to complete the Project's Preliminary Investigation and Design Phase. The Final Environmental, Permitting and Design

activities, Tasks 4 thru 6, detailed scoping is dependent upon the outcome of completion of Preliminary Investigation and Design. Mead & Hunt will provide additional scope, schedule and budget information for the next phase (Final Environmental, Permitting and Design) after completion of the Preliminary Investigation and Design Phase.

After receipt of authorization to proceed, Mead & Hunt shall:

1. Project Management

1.1 Progress Review Meetings

Mead & Hunt will hold an initial kick-off meeting for the project with the City. We will conduct periodic progress meetings to coordinate the project with the City. We will prepare agendas, meeting minutes, and an action item summary and distribute to the City and design team following each meeting. Budget assumes up to 4 meetings through the preliminary design phase. Meetings during final design and construction will be scoped after completion of the preliminary design phase. The subconsultants may attend progress meetings when required to support discussions of their work activities.

1.2 Monthly Progress Reporting

Mead & Hunt will prepare monthly summary of services reports to document project activities in the previous month and will be submitted with the monthly invoice.

1.3 Quality Assurance/Quality Control (QA/QC)

Mead & Hunt will prepare a Quality Assurance Plan (QAP) specific to the Project. The QAP defines Mead & Hunt's management philosophy and approach for quality control to deliver complete documents that conform to the established standards for the project and meet the expectations of Mead & Hunt and the City.

Peer Review: At various points during the project, an engineer not directly involved in the design preparation will conduct a review of the work to produce the best quality possible. With each design submittal a quality control certificate will be provided by the quality manager.

Quality Assurance of Subconsultants: Mead & Hunt and our subconsultants have established quality control procedures and/or processes. The project manager will coordinate tasks assigned to each of the subconsultants.

1.4 Project Team Coordination

Mead & Hunt will coordinate the design effort with the design team and the City. Project coordination will include the following activities:

Documented phone calls, e-mails, and other communications distributed to the project team. Mead & Hunt will utilize Newforma project management software to facilitate documentation and distribution of information.

1.5 Pre-Application Meeting and Agency Coordination

Mead & Hunt will arrange one Pre-Application meeting with CVFPB and USACE staff to present the project details and obtain feedback on the level of detail, process and schedule required to obtain permissions for the proposed levee alterations.

2. Preliminary 60% Design Services

2.1 Geotechnical Investigations, Analysis and Geotechnical Report

Blackburn will review available geotechnical data and perform geotechnical investigations and testing, as described in Blackburn's proposal included in **Attachment B**.

Laboratory Testing: Laboratory tests will be performed to evaluate the classification, density, gradation, permeability, and strength of the materials encountered during our field investigation. The tests selected and the frequency of testing will be based on the subsurface conditions encountered.

Geotechnical Analysis and Report: Blackburn will prepare a Geotechnical Engineering Report based on the evaluation of previous reports and existing information, literature review, field exploration, laboratory testing, and engineering analysis. The report will provide recommendations for design and construction of the culverts, positive closure structure, inlet and outlet structures based upon the geotechnical investigations and analysis.

A draft report will be prepared for solicitation of review comments, followed by preparation of the final report incorporating review questions and comments. The draft and final reports will be submitted in electronic (PDF) format.

2.2 Project Control and Topographic Surveys and Mapping

This work task will be performed by UNICO. UNICO will establish the project vertical and horizontal control. The vertical datum for the Project control will be NAVD88 (North American Vertical Datum of 1988). The horizontal datum for the Project control will be NAD83 datum.

Topographic Mapping: The base mapping prepared will include topography/bathymetry to 1-foot contour intervals and survey data for visible surface improvements within the project area. The survey scope is further described in the UNICO proposal included in **Attachment C**.

All mapping will be prepared in AutoCAD (.dwg) format with 3D surface (.DTM) files in accordance with National Map Accuracy Standards. A survey control report will be provided. Preparation, processing and filing of a record of survey for this project is not anticipated or included.

2.3 Basis of Design Report

We will prepare a basis of design report to document the design criteria and standards. Mead & Hunt will compile documentation provided by all design consultants into the report. The report is intended to provide the background information necessary for the design of the project and will include the following topics:

- Project description
- Objectives

- Background information
- Geotechnical parameters (developed from the geotechnical evaluations)
- Environmental analysis and permitting
- Right-of-way requirements, including temporary construction easements and staging areas
- Existing utility information
- Assumptions associated with the design
- Project constraints as they may affect the design
- Regulatory requirements
- Design codes and guidelines (COE Engineering Manuals, ACI, etc.)
- References to be used in the design development

2.4 Preliminary 60% Design Drawings and Cost Estimate

Mead & Hunt will prepare preliminary drawings at approximately a 60% level for the City review and a 60% level cost estimate. The drawings will include the overall plan view, plan and profile sheets, and cross section views and details of the levee culvert closure, inlet, and outfall structures. It is anticipated that the Preliminary Design Drawings and Basis of Design will be submitted concurrently.

Deliverables:

- Draft and Final Geotechnical Reports - Electronic (PDF) copies of the draft and final reports.
- Preliminary Design Drawings - Electronic (PDF) copy.
- Construction Cost Estimate - Electronic (PDF) copy.
- Basis of Design Report - Electronic (PDF) copy.

3. Preliminary Permitting and Environmental Services

3.1 Environmental Documentation, Field Investigation and Permitting Review

The Yolo Bypass West Levee Culvert Replacement Project falls within the jurisdiction of several resource and regulatory agencies. In order to proceed with culvert replacement, there are multiple written approvals and/or permits which must be obtained. To determine the level of review required, Mead& Hunt will perform research, studies, and consultations during the preliminary design phase.

We have teamed with Sycamore and InContext to provide biological and archaeological services for the project. Sycamore will perform biological field surveys and a wetlands delineation to assess the extent of biological resources on site. InContext will perform an archaeological sensitivity assessment.

Biological Resource Evaluation: Sycamore will conduct a biological survey and prepare a Biological Resource Evaluation report. The evaluation will identify Yolo County Habitat Conservation Plan (HCP) landcover types, determine if any federal-listed species and habitats occur within the Project area, and will determine if HCP-covered species occur within the

Project area and buffer areas designated by the HCP. Yolo HCP approved biologists will conduct the survey. This task includes the following:

- Query the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Inventory for records of special-status and sensitive species and communities in or near the project area.
- Obtain file data from the U.S. Fish and Wildlife Service (USFWS) in Sacramento and National Marine Fisheries (NMFS) West Coast Region.
- Review resource data on the biology, distribution, taxonomy, legal status, and other aspects of special-status species and their habitat.
- Obtain project area map(s), aerial photographs, and other information necessary to conduct the biological assessment.
- After receipt of the digital base map, conduct a site survey for federal-listed plant and wildlife species and species covered by the HCP in accordance with Yolo HCP guidelines.
- Prepare a list of wildlife and plant species observed in the project study area.
- Prepare a Project Location Map, Aerial Photograph Map, and a Biological Resources Map. The Biological Resources Map will identify Yolo HCP landcover types in the study area and locations of sensitive resource features.
- Document field surveys, literature search, and agency communications.
- Determine type and acreage of landcover types on-site.
- Prepare an analysis of biological impacts to special-status species, habitats and sensitive natural resource features.
- Identify Avoidance and Minimization Measures and/or Mitigation Measures based on the Yolo HCP requirements.
- Summarize the findings in a Biological Resource Evaluation Report.

Aquatic Resources Delineation Report: Sycamore will delineate potential jurisdictional features in accordance with the 1987 Corps Wetland Delineation Manual, Regulatory Guidance Letters, the Regional supplement to the Corps of Engineers wetland delineation manual (Arid West region, Version 2.0), the Rapanos Guidance (2008) and the Sacramento District minimum standards. The report will also address waters of the State, if any.

This task includes the following:

- Obtain background and technical information necessary to conduct and document the jurisdictional delineation, including, but not limited to, soils information, the National Wetlands Inventory Map, location information, and precipitation information.
- Delineate wetlands and waters on-site in accordance with current Corps guidelines and regulations.
- Map wetlands and waters with a sub-meter accurate global positioning system.
- Prepare a map of wetlands and waters in the Project area.
- Discuss wetlands and waters in the Project area in light of the Corps Rapanos guidance (December 2008).

Document background and technical information, datasheets and results of field surveys, maps, and conclusions in an Aquatic Resources Delineation report.

Biological Assessment: Sycamore will prepare a Biological Assessment (BA) in the Corps of Engineers' Section 404/408 BA format for Section 7 Federal Endangered Species Act (FESA) Consultation with USFWS and NMFS. The BA will evaluate federal-listed species and their critical habitat. Federal-listed species covered by the HCP and HCP-specific avoidance, minimization, and mitigation measures will be included.

This task includes the following:

- Document field surveys, literature search, and agency consultations.
- Prepare an analysis of biological impacts to federal-listed species, critical habitat and sensitive natural resource features
- Document Avoidance and Minimization Measures for federal-listed species not covered by the Yolo HCP and include Mitigation Measures that comply with Yolo HCP requirements for HCP-covered federal-listed species.
- Summarize the findings in a Biological Assessment.

Cultural and Archeological Resource Surveys: Mead & Hunt will complete a records request with the Northwest Information Center of the California Historical Resources Information System (NWIC) to complete a records search for a one-half mile radius of the project location. Additional work includes review of any materials from the NWIC and background research on the levee system and the potential for archaeological resources within the project area.

InContext will conduct a literature and map review to determine the potential for archaeological resources within the project area or immediate vicinity. A sacred lands file search will be requested from the Native American Heritage Commission to determine if known sacred sites are within the vicinity. An archaeological sensitivity assessment will be provided as a result of the records search, literature review, map review, and outreach.

The results of the records request and background/literature research will be compiled into a Preliminary Cultural Resources Investigations Report which will present the findings and provide the recommended work needed to address cultural resources for CEQA, Section 106 and NEPA.

Environmental Review and Permitting Plan: Mead & Hunt will review the Biological Survey Report, Wetland Delineation and Preliminary Cultural Resources Investigations Report to determine the extent of Agency approvals and Environmental permits that will be required for the project. Using the results of the field studies coupled with the agency coordination pre-application meeting discussions, Mead & Hunt will prepare a Technical Memorandum that outlines the required environmental reviews under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The Technical Memorandum will also include environmental permitting and approval requirements and present a permitting strategy to support final design and construction of the culverts.

Deliverables

- Biological Resources Evaluation Report - Electronic (PDF) copies of the draft and final reports.
- Aquatic Resources Delineation Report - Electronic (PDF) copies of the draft and final reports.
- Biological Assessment – Electronic (PDF) copies of the draft and final BA.
- Preliminary Cultural Resources Investigations Report - Electronic (PDF) copies of the draft and final reports.
- A Technical Memorandum summarizing Agency Coordination and outlining the environmental review, permits and approvals needed to support final design and construction of the project - Electronic (PDF) copies of the draft and final memorandum.

4. Environmental Review (Final Design Task, to be scoped following completion of Preliminary Design Phase)

The results of preliminary design and the pre-application meeting and field studies performed under the Tasks 2 and 3 will be used to support environmental compliance.

4.1 California Environmental Quality Act (CEQA)

We assume that an Initial Study/Mitigated Negative Declaration (IS/MND) will be sufficient to achieve CEQA compliance associated with the proposed culvert replacement, however a detailed scope for this task will be provided at the conclusion of Tasks 2 and 3.

4.2 National Environmental Policy Act (NEPA)

The level of effort required for NEPA compliance is dependent on what federal approvals are required from the USACE and whether federal funding will be used for the project. Required USACE approvals will be determined during the Pre-Application Meeting and Agency Coordination Task. A detailed scope for this task will be provided at the conclusion of Tasks 2 and 3.

5. Permitting (Final Design Task, to be scoped following completion of Preliminary Design Phase)

Mead & Hunt has identified the following permits and/or approvals that may be required in order to complete this project. A detailed scope for this task will be provided at the conclusion of Tasks 2 and 3.

- U.S. Army Corps of Engineers Nationwide or Individual Permit (Clean Water Act, Section 404)
- California Department of Fish and Game Streambed Alteration Agreement (Fish and Game Code, Section 1601)
- Water Quality Certification (Clean Water Act, Section 401)
- U.S. Fish and Wildlife Service (Endangered Species Act Compliance, Section 7)

- Central Valley Flood Protection Board Encroachment Permit (California Code of Regulations, Title 23)
- U.S. Army Corps of Engineers Permission (Rivers and Harbors Act, Section 408)
- National Historic Preservation Act (Section 106 Review)
- NPDES Construction Permit
- Yolo County Approvals/Permits

6. Final Design (Final Design Task, to be scoped following completion of Preliminary Design Phase)

The Mead & Hunt team will prepare the scope for the Final Design Services following completion of the Preliminary Design Phase. The following design activities could be included in the scope of the Final Design Services:

- Final Drawing Preparation
- Prepare Technical Specifications
- Prepare Engineer's Cost Estimate
- Assist in Obtaining Necessary Permits
- Produce Bid Documents
- Bidding and Award Services
- Engineering Services During Construction

Assumptions

The following assumptions were made in the development of this scope of work:

- Complete Project design will be prepared by the Mead & Hunt team. This scope includes only the Preliminary Design Services, and the scope for Final Design will be prepared following completion of Preliminary Design.
- All PDF reports will be provided in searchable file formats.
- Progress Review meetings will be at Mead & Hunt office or by Skype.
- No hydrology and hydraulics (H&H) analysis is included in our scope of work, and the capacity of the new culverts will be in accordance with the study prepared by Wood Rodgers.
- The City will obtain rights of entry required for surveys and geotechnical investigations with the assistance of Mead & Hunt.
- The City will pay all permitting fees.
- Work does not include completing addition intensive-level archival research to support a National Register of Historic Places (NRHP) eligibility determination for the purposes of Section 106 of the National Historic Preservation Act and for NEPA.

City of Woodland Responsibilities

Our scope of work and schedule is based on the City performing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Project Schedule

The schedule was developed based upon a November 19, 2019 award date and completion of Final Design Services in late 2020 with construction occurring in 2021.

Major Milestones:

- November 19, 2019 – Contract Award
- December 2019 – Project Kick-Off
- April 2020 – 60% Preliminary Design
- December 2020 – Complete Final Design
- April 2021 – Complete Permitting
- May 2021 – Bid Opening
- June 2021 – Issue Notice to Proceed
- September 30, 2021 – Complete Construction

Budget Estimate

A detailed budget for Preliminary Design Services is enclosed as **Attachment A**. The effort expended for each task will vary, depending upon the project requirements. However, the total budget expended will not be exceeded without prior written approval from the City. Total compensation for the Preliminary Design Services Scope is estimated to be Two-Hundred Thirteen Thousand, Seven-Hundred and Forty-Six Dollars (\$213,746.00).

Attachment A. Detailed Budget

Cost Estimate for Engineering Services			Project Budget Summary (2019):															Billing Rate Schedule Used: Standard			
Project Title:	Yolo Bypass West Levee Culvert Replacements			Project Labor + Expenses =	\$	130,126											M&H Labor & OH =	\$	129,859		
Client:	City of Woodland			Subconsultant Fees =	\$	83,620											M&H Expenses =	\$	267		
				Contingencies (Labor) =	\$	-											Subconsultant Fees =	\$	83,620		
				Contingencies (Expenses) =	\$	-											Contingencies =	\$	-		
Opportunity No.:	2333600-192926.01			Contingencies (Subconsultants) =	\$	-											Total Contract =	\$	213,746		
Proposal Manager:	Jeff Kashiwada			Total M&H Project Amount =	\$	130,126	(Excludes Subconsultant Fees)											Estimated Manhours =	921.5	hrs	
																			</		

Attachment B. Blackburn Consulting Proposal



Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

File No. 3750.P
October 30, 2019

Mr. Jeff Kashiwada, PE, CFM
Mead & Hunt
180 Promenade Circle, Suite 240
Sacramento, CA 95834

Subject: PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
Yolo Bypass West Levee Culvert Replacement
Yolo County, California

Dear Mr. Kashiwada,

At your request, Blackburn Consulting (Blackburn) prepared this proposal to provide geotechnical engineering services for design and construction of the Yolo Bypass West Levee Culvert Replacement Project in Woodland, California. Below, we present Project Description, Scope of Services, Schedule, Fee and Agreement.

PROJECT DESCRIPTION

Based on information provided by Mead & Hunt, this City of Woodland project will include:

- Replacing existing culverts that cross beneath the Yolo Bypass West Levee within the City's main storm drain outfall channel located just north of County Road 22 about 2.5 miles east of Quality Circle in Yolo County, California. The new culverts will consist of large diameter reinforced concrete pipe culverts or possibly cast-in-place box culverts.
- Associated improvements including a positive gate flap closure structure within the levee prism and culvert inlet/outfall structures.

SCOPE OF SERVICES

We propose the following scope of services to prepare a Geotechnical Report for the above improvements based on the above project description; review of existing subsurface data near the culvert replacement site from existing reports prepared for the California Department of Water Resources (DWR) Urban Levee Evaluation (ULE) program; and our experience on similar projects.

Task 1: Project Coordination, Review, Drilling Program Plan and Permitting

Blackburn will:

- Coordinate with the design team to discuss the project constraints, expectations and schedule.



- Review Department of Water Resources (DWR) groundwater level data, existing DWR Urban Levee Evaluation (ULE) geotechnical data for this section of levee, USDA soil survey data and topographic/geologic maps covering the project area.
- Prepare a Drilling Program Plan (DPP) for our drilling operations within the levee in accordance with USACE Regulation No. 1110-1-1807. The DPP will include our proposed exploration team, historical information review (regional geology/geomorphology, existing subsurface exploration data in the vicinity of the project), and levee segment historical summary from applicable ULE reports. Blackburn will submit the DPP to Mead & Hunt for submittal to USACE.
- Visit the site to review existing conditions, evaluate drill rig access and mark the exploratory boring location following USACE approval of the DPP.
- Notify Underground Services Alert (USA), retain a drilling subcontractor and schedule the subsurface exploration.
- Obtain the required County boring permit.

Task 2: Subsurface Exploration

We will retain a drilling subcontractor to drill one boring within the levee crown area adjacent to the existing culvert crossing. The drillers will use a truck-mounted drill rig and hollow stem auger to advance the boring to a depth of about 50 feet. Blackburn will collect soil samples at 3-foot to 5-foot intervals with Standard Penetration Test (SPT), California Modified and/or Shelby tube samplers. We will also collect bulk soil samples at various intervals from the auger cuttings. BCI's Engineer will log the borings, direct the sampling operations and deliver the samples to our laboratory for testing. BCI will backfill the borings with grout in accordance with County boring permit requirements.

Task 3: Laboratory Testing

Blackburn will perform the following laboratory tests on representative soil samples obtained from the exploratory borings:

- Moisture content and dry density for soil consistency evaluation and various engineering analyses.
- Plasticity index for soil classification and soil expansion potential evaluation
- Sieve analysis for soil classification and scour analysis (by others).
- Direct shear, triaxial compression (unconsolidated, undrained) and/or unconfined compression for foundation bearing and lateral capacity.
- Soil Corrosion (pH, resistivity, sulfates, chlorides).

Task 4: Geotechnical Report

Blackburn will perform engineering analysis and prepare a Draft and Final Geotechnical Report for the project that contains:

- Project and site description.
- Subsurface exploration program.
- Subsurface soil and groundwater conditions.
- Laboratory testing.
- Soil corrosion considerations.



- Grading and culvert backfill recommendations (including site clearing and overexcavation, subgrade preparation, fill quality and compaction, over-optimum soil moisture considerations and excavation shoring and dewatering considerations).
- Foundation recommendations for the inlet/outlet and flap gate structures (shallow spread footing minimum dimensions, embedment depth, bearing capacity, lateral earth pressures, sliding coefficient and settlement estimates).
- Culvert foundation support conclusions and recommendations.
- Risk management and limitations.
- Vicinity map.
- Site plan that displays the proposed improvements and boring location.
- Boring log.
- Laboratory test results.

Our scope of services does not include performing slope stability or seepage analysis for the associated levee reconstruction since the levee will be restored using fill that meets USACE material and compaction requirements. Our scope of services does not include meetings with USACE.

SCHEDULE

Blackburn will prepare and submit the Drilling Program Plan (DPP) within 2-3 weeks of written authorization. Our recent experience indicates that USACE approval of the DPP could take as long as a year. We will complete the subsurface exploration, laboratory testing and Draft Geotechnical Report within 8 to 10 weeks of receiving the approved DPP. We will complete the final report within 1 week of receiving comments.

FEE AND AGREEMENT

Blackburn will complete the above scope of services for a fee of \$23,823. We attach our fee itemization and 2019 fee schedule for reference. We will not exceed this fee without a change in scope and your authorization. If this proposal is acceptable, please forward an agreement for our review. Please call if you have questions or require additional information.

Sincerely,

BLACKBURN CONSULTING

A handwritten signature in blue ink, appearing to read "DM", representing David J. Morrell.

David J. Morrell, PE, GE
Senior Project Manager

Reviewed by:

A handwritten signature in blue ink, appearing to read "R.B. Lokteff", representing Robert B. Lokteff.

Robert B. Lokteff, PE, GE
Principal

Attached: Fee Itemization
BCI 2019 Fee Schedule
Copies: 1 to Addressee (PDF)

West Sacramento Office:
2491 Boatman Avenue
West Sacramento, CA 95691 (916) 375-8706



Main Auburn Office: (530) 887-1494
Fresno Office: (559) 438-8411

Fee Itemization for Geotechnical Services
Yolo Bypass West Levee Culvert Replacement
Yolo County, CA

October 30, 2019

BCI File No. 3750.P

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
Task 1: Project Coordination, Review, Drilling Program Plan and Permitting							
	Principal	2	\$245	hour	1	\$490	
	Senior Project Manager	6	\$215	hour	1	\$1,290	
	Project Engineer	24	\$145	hour	1	\$3,480	
	Drafting	2	\$140	hour	1	\$280	
	Project Assistant	1	\$105	hour	1	\$105	
	Yolo County Boring Permit	1	\$441	lump	1.2	\$529	
	Mileage	30	\$0.85	mile	1	\$26	
							\$ 6,200
Task 2: Subsurface Exploration							
	Senior Project Manager	1	\$215	hour	1	\$215	
	Project Engineer	7	\$145	hour	1	\$1,015	
	Drill Rig/Crew	1	\$3,700	lump	1.2	\$4,440	
	Mileage	30	\$0.85	mile	1	\$26	
							\$ 5,696
Task 3: Laboratory Testing							
	Senior Project Manager	1	\$215	hour	1	\$215	
	Project Engineer	1	\$145	hour	1	\$145	
	Moisture/Density	6	\$83	test	1	\$498	
	#200 Wash	2	\$122	test	1	\$244	
	Sieve Analysis	3	\$190	test	1	\$570	
	Plasticity Index	4	\$273	test	1	\$1,092	
	UU Triaxial Compression	4	\$190	test	1	\$760	
	Soil Corrosion	2	\$160	test	1.2	\$384	
							\$ 3,908
Task 4: Draft and Final Geotechnical Report							
	Principal	4	\$245	hour	1	\$980	
	Senior Project Manager	10	\$215	hour	1	\$2,150	
	Project Engineer	30	\$145	hour	1	\$4,350	
	Drafting	2	\$140	hour	1	\$280	
	Project Assistant	2	\$105	hour	1	\$210	
	Mail/Delivery	1	\$50	lump	1	\$50	
							\$ 8,020
						FEE: \$	23,823

Attachment C. UNICO Engineering Proposal

City of Woodland

Yolo Bypass West Levee Culvert Replacements Project

Project Understanding

Thank you for the opportunity to provide this proposal for Land Surveying services for the City of Woodland – Yolo Bypass West Levee Replacements Project. UNICO Engineering understands the City wishes to replace the two (2) existing 48” culverts at the Yolo Bypass West Levee with five (5) 72” culverts to address overall flow and drainage issues in the project vicinity. In support of design alternatives and future construction, UNICO understands Land Surveying support is necessary. More specifically, UNICO understands topographic surveys, bathymetric surveys and base mapping are required. The specific limits and survey request details have been provided by Mead and Hunt and are attached to this proposal for reference. It is understood that boundary surveys are not required at this time.

Land Surveying will include project research, horizontal and vertical control, design level topographic surveying and base mapping. UNICO will utilize GPS and conventional survey methods to perform our work. UNICO will coordinate with the City of Woodland to attain the necessary access and permitting required for this project. UNICO will also provide regular survey status, progress reports, updates and schedule.

Scope of Work and Approach

UNICO will provide the following services necessary to complete its portion of the project.

Project Surveying, Mapping and Control

UNICO will perform detailed (non-aerial) surveys and mapping at the project area. The limits of survey have been provided by Mead and Hunt as shown on the exhibit attached. The general limits are centered on the culvert replacement location at the Yolo Bypass West Levee along the drainage channel that lies approximately 320 feet north of County Road 22 in the unincorporated area of Conaway. The east west limits of survey will extend approximately 600 feet westerly and 200 feet easterly of the culvert replacement area. The north south limits will begin at County Road 22 and extend approximately 350 feet north of the culvert replacement area. UNICO will locate all ground and grade break features within the topographic limits by means of conventional and bathymetric survey methods. Items to locate will include top of bank, toe of bank, levee banks, edge of water, toe of channels, flowlines, bottom elevations, end of culverts, trees larger than 6”, driplines and vegetation outlines. UNICO will also locate visible utilities and additional features such as rims, valves, manholes, boxes, signals, poles, signs, markers, overhead lines above the culvert replacement vicinity, access roads, ramps, gates and railroad features. Other specific items to locate include a sink hole, an additional culvert that lies just northerly of the culvert

replacement area that bends northeasterly under the levee and an additional concrete drainage structure at the northerly limits of survey. UNICO will prepare base mapping of all topographic features and will include 1' contours, 3D surface, point files and full planimetrics.

UNICO will utilize approved National Geodetic Survey (NGS), North American Datum (NAD83) and North American Vertical Datum (NAVD88) control as the basis of our work and will set durable control points throughout the project for utilization of surveys and future construction control.

Deliverables:

- ***AutoCAD Base File of Topographic Surveys***
- ***Point Files***
- ***DTM and 3D Surface File***
- ***Survey Control Diagram and Report***



110 BLUE RAVINE RD – SUITE 101
 Folsom, CA 95630
 916-900-6623
 www.unicoengineering.com

UNICO ENGINEERING
MEAD AND HUNT
 City of Woodland Yolo Bypass
COST PROPOSAL

Task 1 - Surveying, Mapping and Control

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>		
Tim Pringle	Party Chief (PW)	24	\$67.50	\$1,620.00		
Tony Perez	Rodman (PW)	24	\$64.38	\$1,545.12		
Loran Wagener	Drafter	24	\$34.00	\$816.00		
Rob Markes	Survey Manager	8	\$70.00	\$560.00		
				TOTAL - Direct LaborTask 1		\$4,541.12
				Total Direct Labor		\$4,541.12
OVERHEAD RATE			137.19%	TOTAL - Indirect Labor		\$6,229.96
FEE			10.00%	TOTAL - Fee		\$1,077.11
				TOTAL UNICO Engineering		\$11,848.19



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.13.
SUBJECT: Approval of Amendment to Fiscal Year 2020 Budget to Add Funding for the City's First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving an additional appropriation of \$6,000 to the Housing Trust Fund (Fund 326) for the City's First Time Homebuyer Loan Assistance Program (FTHB); a total appropriation of \$41,621.29.

Staff Contact:

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

Fiscal Impact:

The \$6,000 in additional funds requested for the City's FTHB program relies on existing program income (repaid housing loans) from Housing Trust (Fund 326).

Background:

The City has operated a FTHB program for approximately 17 years to assist low-income households purchase new and resale homes. A loan from the City helps cover the "gap" between the sale price of a home and what a household can qualify for through a private lender (principal lender). The City loan functions as a second loan on the property's title and repayment (principal and interest) is deferred for up to 30 years or upon resale, whichever occurs first. Interest accrues at 3 percent simple with interest forgiveness starting after 21 years of owner-occupancy.

Discussion:

The appropriation of \$6,000 will be used to cover income determinations performed by the City's housing consultant NeighborWorks. Once a household has completed the income determination process and found to be income eligible (low income) for the City loan program, the household then has six months to purchase a home with City loan assistance. If a household is found to be income ineligible or cannot complete the purchase of a home, a subsequent household is given an opportunity to go through income determination and purchase a home with City loan assistance.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving an additional appropriation of \$6,000 to the Housing Trust Fund (Fund 326) for the City's First Time Homebuyer Loan Assistance Program (FTHB); a total appropriation of \$41,621.29.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Evis Morales
Financial Services Manager

Reviewed by: Christine Engel
CSD Director_



Paul Navazio
City Manager

Attachments:

1. Funding CC Reso Nov 19, 2019

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROPRIATING FUNDS OF \$6,000 FOR THE CITY'S FIRST TIME HOMEBUYER LOAN
ASSISTANCE PROGRAM**

WHEREAS, the City of Woodland has operated a loan assistance program for first time homebuyers for approximately 17 years to assist low-income households purchase a new or resale home in Woodland;

WHEREAS, funding is needed to cover the cost of income determinations performed by the City's housing consultant to establish prospective borrowers as income eligible for City loan assistance.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve an additional appropriation of \$6,000 to the Housing Trust Fund (Fund 326) for the City's First Time Homebuyer Loan Assistance Program (FTHB); a total appropriation of \$41,621.29.

PASSED AND ADOPTED this 19th day of November 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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.14.
SUBJECT: Approve Plans and Specifications, and Authorize Bid Advertisement for the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications, and authorize bid advertisement for the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07.

Staff Contact:

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

Fiscal Impact:

The engineer's estimate of construction cost is \$4.9 million. The estimated total project cost is \$6.2 million dollars and includes construction, construction contingency, design, inspection, and construction management costs.

Funding for the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07, is split between Sewer and Water Enterprise Funds. The estimate at this time is that the split will be \$3.6 million from Water Enterprise Fund, \$2.6 million from the Sewer Enterprise Fund. These costs are subject to change based on actual bid prices. An updated budget analysis will be prepared after receiving the bids. CIP 20-07 is currently funded with \$200,000 of Water Enterprise Funding and \$200,000 of Sewer Enterprise Funding, which was intended to cover design and initial project management costs only. Construction Contract Award will be presented to Council for approval at a future date, at which time water & sewer funding will be allocated to the project.

There is no impact to the General Fund.

Background:

This project was scoped as precursor to the West Gibson Road Bike-Pedestrian Mobility (Gibson Roadway Reconstruction) Project, CIP 20-01, which will reconstruct Gibson Road between East Street and West Street. Set to break ground in spring of 2020, CIP 20-07 will consist of sanitary sewer and water system repairs ahead of the roadway reconstruction scheduled to occur in 2021.

The existing water main on Gibson Road between East Street and West Street was constructed between 1942 and 1949 and is between 70 to 77 years old. Many of the homes along this street are served from an antiquated system of 2-inch diameter back of sidewalk service mains. These mains are notorious for problems such as breaks and leaks. The project will construct new 8 to 12-inch diameter mains in the street and connect the residences with new polyethylene services. The existing sewer collection system within the project limits was constructed between 1947 and 1960 and has a large number of defects according to the City's regularly updated condition assessment program. The project will repair these defects primarily through trenchless rehabilitation technologies (cured-in-place pipe lining), reducing costs and impacts to traffic.

In addition to repairing defects in the existing sewer infrastructure, this project will begin to address a needed sewage capacity reallocation. The sewer collection system is evaluated according to the Sewer System

Management Plan guidelines. Every 3 years, the City's sewer system hydraulic model is updated and capacity deficiencies are identified. Hydraulic models updated in 2012, 2015, and 2018 all identified the need to transfer sewer flows from the Beamer Trunk Sewer to the Gibson Trunk Sewer in order to provide capacity to downtown redevelopment. A new 18-inch diameter sewage interceptor to be constructed on East Street is the first segment of the capacity reallocation project to transfer sewage flows from Beamer interceptor sewer to the Gibson interceptor sewer. Additionally, the existing force main that carries flows discharged from the Gibson Ranch Sewer Lift Station will also be rerouted across Gibson Road at CR-102 to a parallel sewer interceptor with larger capacity than the gravity main to which the force main is currently connected.

Discussion:

More than 6,500 linear feet of mainline water pipe will be replaced with new 8 to 12-inch diameter mains. Additionally, residences will be connected to the new main with new polyethylene services. Once completed, the project will result in more reliable water pressure and uninterrupted water service for approximately 130 residences. At the same time, the project will rehabilitate more than 75 sewer laterals and line more than 7,500 linear feet of sewer mains.

Approximately 2,000 linear feet of new 18-inch sewer interceptor will be installed on East Street between Gibson Road and Gum Avenue. Subsequent projects in 2021, 2022, and 2023 will fulfill the sewer capacity reallocation needs identified by the Sewer System Management Plan and address existing sewer deficiencies on Pendegast Street.

This project will also benefit the roadway reconstruction project (CIP 20-01), in that it will complete the necessary water and sewer repairs and clear the way for pavement replacement. It will also provide a head start to identifying other shallow utilities (electrical, gas, communications, etc.) that may need to be relocated prior to reconstructing the roadway.

Conclusion:

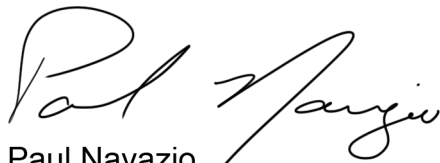
Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications, and authorize bid advertisement for the 2020 Sewer and Water Repair and Replacement Project, CIP 20-07.

Prepared By: Ed Wisniewski, P.E., Senior Associate Civil Engineer

Reviewed By: Tim Busch, P.E., Principal Utilities Civil Engineer

Brent Meyer, P.E., City Engineer

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



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Project Map

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE 2020 SEWER AND WATER REPAIR AND
REPLACEMENT PROJECT, CIP #20-07.**

WHEREAS, the City of Woodland wishes to approve the plans and specifications for the 2020 Sewer and Water Repair and Replacement project, CIP #20-07; and

WHEREAS, the Project will replace water mains and sewer pipes that have exceeded their service life, resulting in more reliable water pressure and uninterrupted water service for nearby residences; and

WHEREAS, the Project will complete water and sewer repairs ahead of the West Gibson Road Bike-Pedestrian Mobility Project (CIP 20-01); and

WHEREAS, the City Council has the authority to approve projects for bid; and

WHEREAS, the City Council wishes to authorize bid advertisement for the 2020 Sewer and Water Repair and Replacement project, CIP #20-07; and

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

Section 1. The City Council hereby approves the plans and specifications and authorizes bid advertisement for the 2020 Sewer and Water Repair and Replacement project, CIP #20-07.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Xochitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

PROPOSED	EXISTING	
		STORM DRAIN AND MANHOLE
		PERFORATED STORM DRAIN
		SANITARY SEWER AND MANHOLE
		SANITARY SEWER SERVICE
		SANITARY SEWER FORCE MAIN
		SEWER PUMP STATION
		FIRE HYDRANT AND VALVE ASSEMBLY
		WATER MAIN, VALVE, DOUBLE DETECTOR CHECK VALVE, METER & BLOWOFF VALVE
		WATER SERVICE
		JOINT UTILITY TRENCH
		GAS MAIN
		ELECTRICAL LINE
		TELEPHONE LINE
		STREET LIGHT CONDUIT, WIRING & PULL BOX
		STREET LIGHT SERVICE POINT AT UTILITY CO. BOX
		STREET LIGHT AND POLE
		UTILITY POLE WITH DOWN GUY & ANCHOR
		POWER POLE, TELEPHONE POLE, JOINT POLE
		FENCE
		VERTICAL CURB, GUTTER & SIDEWALK WITH DRIVEWAY
		CATCH BASIN OR DRAINAGE INLET
		FLOWLINE OF DITCH OR SWALE
		DIRECTION OF SURFACE DRAINAGE FLOW
		CUT OR FILL SLOPE
		RIGHT OF WAY OR PROPERTY LINE
		STREET CENTERLINE OR BASELINE
		SURVEY MONUMENT
		SIGN
		TREE
		TREE TO BE REMOVED
		EXISTING GROUND SURFACE ELEVATION
		EDGE OF PAVEMENT AND ELEVATION
		FLOW LINE GRADE
		TOP OF CURB GRADE/ASPHALT GRADE
		FINISHED CONCRETE GRADE
		MATCH EXISTING GRADE (FIELD VERIFY)
		PUBLIC UTILITY EASEMENT
		ROLL CURB, GUTTER, & SIDEWALK

UTILITY	COMPANY	REPRESENTATIVE	PHONE NUMBER
GAS	P.G.& E.	SETH PEREZ	(530) 661-5668
ELECTRICITY	P.G.& E.	SETH PEREZ	(530) 661-5668
TELEPHONE	AT&T	LISA MARANO	(916) 484-2420
TELEPHONE	YOLO COUNTY TELECOMMUNICATIONS	TOM BATES	(530) 506-5012
CABLE TV	WAVE BROADBAND	FRANK BARGIEL	(916) 223-0123
USA			(916) 642-2444
WATER, SEWER & DRAINAGE	CITY OF WOODLAND	CRAIG LOCKE	(530) 661-5899
FIRE	CITY	FIRE MARSHALL	(530) 661-5855

SEE ABOVE RIGHT

WEST STREET

EUNIE DRIVE

McKINLEY AVENUE

JIMENO LANE

GIBSON ROAD

SPRUCE DRIVE

NORDEN WAY

AUBURN WAY

COLOMA WAY

GIBSON ROAD

HOMWOOD DRIVE

6TH STREET

EAST STREET

COLLEGE STREET

SEE BELOW LEFT

SEE ABOVE RIGHT

SEE BELOW LEFT

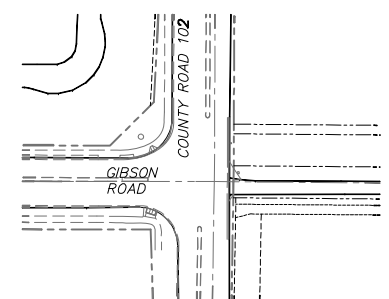
0 75 150 300

LM

SCALE: 1"=150'

NO.	DESCRIPTION
1	TITLE SHEET
2	ABBREVIATIONS & GENERAL NOTES
3	GIBSON ROAD 59+50 - 62+50
4	GIBSON ROAD 62+50 - 66+50
5	GIBSON ROAD 66+50 - 70+50
6	GIBSON ROAD 70+50 - 74+50
7	GIBSON ROAD 74+50 - 78+50
8	GIBSON ROAD 78+50 - 82+50
9	GIBSON ROAD 82+50 - 86+00
10	GIBSON ROAD 86+00 - 90+00
11	GIBSON ROAD 90+00 - 94+00
12	GIBSON ROAD 94+00 - 98+00
13	GIBSON ROAD 98+00 - 102+00
14	GIBSON ROAD 102+00 - 106+00
15	GIBSON ROAD 106+00 - 110+00
16	GIBSON ROAD 110+00 - 114+00
17	EAST STREET 39+00 - 43+00
18	EAST STREET 43+00 - 47+00
19	EAST STREET 47+00 - 51+00
20	EAST STREET 51+00 - 55+00
21	EAST STREET 55+00 - 59+00
22	EAST STREET 59+00 - 60+50
23	GIBSON ROAD & CR 102
24	GIBSON ROAD & CR 102 PROFILE
25	GIBSON ROAD & CR 102 DETAILS
26	SECTIONS
27	SECTIONS
28	SECTIONS
29	SECTIONS
30	SECTIONS
31	SECTIONS
32	DETAILS
33	EROSION AND SEDIMENTATION CONTROL PLAN
34	WATER SERVICE REPAIR INDEX
35	SEWER SERVICE REPAIR INDEX

A map showing the project location. The map includes County Road 702, Star Drive, and a shaded area labeled 'PROJECT LOCATION'. A north arrow is also present.



SHEET 1 OF 35



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.15.
SUBJECT: Approve Contract Amendment with BSK Associates for 2020 Water Quality Testing Services

Recommendation for Action: Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the contract with BSK Associates for the 2020 Water Quality Testing Services, for an amount up to \$75,035 and authorize a contingency of up to 10% (\$7,504).

Staff Contact:

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

Fiscal Impact:

The funding source for the annual water quality testing is the Water Enterprise Fund. The budget for this work is included under Operation and Maintenance Contract Services for the Water Distribution System.

There is no impact to the General Fund.

Background:

The City's water system utilizes primarily treated Sacramento River water from the Woodland-Davis Clean Water Agency (WDCWA) Regional Water Treatment Facility (RWTF) and is supplemented by several wells, including the three aquifer storage & recovery wells. The State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) requires extensive water quality testing of the water system within the distribution system, at each well (including standby and inactive wells), and the WDCWA compliance points. This testing includes weekly, monthly, quarterly, and annual testing of numerous constituents.

In September 2018, staff released a request for proposal for Labs to perform water quality sampling and testing services for various wells and sample stations in the City as required by the DDW. Three labs responded and staff reviewed, scored and ranked the proposals received. The Water Quality Specialist from Solano Irrigation District assisted in review and ranking of the proposals. BSK was the top ranked firm in both responsiveness to the request for proposals and also lowest in cost.

BSK has collected samples and testing of water quality for the City of Woodland since 2005 and already has a strong presence within the city and area and is also utilized by WDCWA. Their knowledge and experience makes them a logical choice to provide lab services for required water quality monitoring. It is to the City's benefit for BSK to provide continued lab services for the city's water infrastructure.

Discussion:

The request for proposals stated that the term of the contract is for three years and that a contract or contract amendment would be prepared annually because testing requirements vary each year. A budget contingency is included to provide a budgetary allowance for unplanned testing. For example, in 2018 the DDW required that all water utilities test for 1, 2, 3 TCP (trichloropropane). The chemical is a groundwater contaminant that is not present in Woodland, however, DDW mandated testing early in 2018.

Water quality testing costs for 2020 are more than 2019 due to the EPA's Fourth Unregulated Contaminant Monitoring Rule (UCMR 4). The 1996 Safe Drinking Water Act amendments require the EPA to issue a new list of no more than 30 unregulated contaminants once every five years for public water systems to sample. The UCMR 4 was published in the Federal Register on December 20, 2016 and requires monitoring for 30 chemical contaminants between 2018 and 2020. This monitoring provides a basis for future regulatory actions to protect public health. There was no UCMR 4 testing required in 2019, whereas 2020 sampling contains UCMR sampling for metals, pesticides, alcohols, SVOCs, and cyanotoxins. The UCMR 4 specific portion of the 2020 water quality monitoring plan is responsible for \$15,500 of the 2020 budget.

Several wells have also been placed on "standby" or "inactive" status, which reduced the amount of testing that is required. These wells have not been used in the past two years and serve as an emergency backup supply.

Eight wells, including the three aquifer storage & recovery wells, are maintained as "active" and could be used at any time for water supply if needed.

Conclusion:

Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the contract with BSK Associates for the 2020 Water Quality Testing Services, for an amount up to \$75,035 and authorize a contingency of up to 10% (\$7,504).

Prepared By: Tim Busch, Principal Utilities Civil Engineer

Reviewed By: Brent Meyer, City Engineer



Paul Navazio
City Manager

Attachments:

1. Resolution
2. 2020 BSK Costs

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A CONTRACT WITH BSK ASSOCIATES FOR 2020 WATER QUALITY
TESTING SERVICES**

WHEREAS, retaining a water quality testing services laboratory is necessary for compliance with the State Water Resources Control Board – Division of Drinking Water regulations; and

WHEREAS, BSK Associates was selected to provide water quality testing services for a period of three years based on the selection process conducted in Fall 2018; and

WHEREAS, the budget for funding the water quality testing services is included under Operation and Maintenance Contract Services budget for the Water Distribution System; and

WHEREAS, BSK Associates is experienced in water quality testing and has a certified laboratory; and

WHEREAS, the City Council wishes to approve the Contract for the 2020 Water Quality Testing Services with BSK Associated for an amount up to \$75,035 and authorize its execution through the adoption of this Resolution; and

WHEREAS, the City Council wishes to approve a contingency of up to 10% (7,504).

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

Section 1. The City Council hereby approves the Contract. 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 in the Agreement does not change.

Section 2. Copies of the Consultant Agreement for water quality testing 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 19th day of November 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

City of Woodland Water Quality Monitoring 2020

Frequency	Constituents	Sites	Sample Schedule	# of Samples	Unit Cost	Total Cost
Weekly	Bacteriological & Chlorine Residual	18 Sites: Distribution System - SS 1-16, 23, 26	Mondays - except Holidays then Tues	936	\$15	\$14,040
Monthly	Bacteriological (Raw Water)	5 Sites: Wells 15S, 16, 22G, 24, 26	Thursdays - except Holidays then Tuesday, 3rd week of the month	60	\$15	\$900
	ASR List B	5 Sites: Monitoring Wells 3C, 4C, 29C, 30C, 30D	BSK coordinate pickup with Paul	60	\$30	\$1,800
Quarterly	Nitrate	5 Sites - SS#21, SS#23, Wells 16, 24, 26	Thursdays - except Holidays then Tuesday, 3rd week of the month	20	\$15	\$300
	THMs	8 Sites: SS 1,3,5,7,8,10,13,14	3rd Week on Thursdays, except Holidays then Tuesday - March, June, September, December	32	\$70	\$2,240
	HAA5s	8 Sites: SS 1,3,5,7,8,10,13,14	3rd Week on Thursdays, except Holidays then Tuesday - March, June, September, December	32	\$100	\$3,200
Bi-Annual	SOC	8 Sites - Well 15S, 22G, 16, 24, 26, 28, 29, 30 (All Active Wells)	3rd Week on Thursdays, except Holidays then Tuesday - September, December	16	\$1,250	\$20,000
	General Water Quality	13 Sites - SS 2, 3, 5, 6, 7, 8, 9, 12, 13, 16, ASR Well 28, 29, 30	3rd Week on Thursdays, except Holidays then Tuesday - March, September	26	\$55	\$1,430
Annual	Nitrate	11 Sites - Wells 15S, 22G, 28,29, 30 and Wells 5, 6, 12, 14, 19, 21 (All Standby Wells)	3rd Week on Thursdays, except Holidays then Tuesday - September	11	\$15	\$165
	Chromium VI	10 Sites - Well 15S, 16, 22G, 24, 26, 28, 29, 30, (All Active Wells) and SS#21, SS#23	3rd Week on Thursdays, except Holidays then Tuesday - September	10	\$50	\$500
	VOC	8 Sites - Well 15S, 22G, 16, 24, 26, 28, 29, 30 (All Active Wells)	3rd Week on Thursdays, except Holidays then Tuesday - September	8	\$85	\$680
	IOC	3 Sites - Well 15S, 16, 22G	3rd Week on Thursdays, except Holidays then Tuesday - September	3	\$125	\$375
	General Mineral	2 Sites - Well 15S, 22G	3rd Week on Thursdays, except Holidays then Tuesday - September	2	\$150	\$300
Total				1216		\$45,930

Note: Wells 28, 29, 30 are ASR wells

City of Woodland ASR Water Quality Monitoring 2020

Frequency	Constituents	Sites	Sample Schedule	# of Samples	Unit Cost	Total Cost
Beginning, End, and Biweekly during Recovery	ASR List A	3 Sites: Well 28, 29, 30	To Be Determined	21	\$575	\$12,075
Weekly during Recovery	ASR List B	5 Sites: Monitoring Well 3C, 4C, 29C, 30C, 30D	To Be Determined	45	\$30	\$1,350
Before and Monthly During Recovery	ASR List C	3 Sites: ASR Wells 28, 29, 30	To Be Determined	12	\$15	\$180
Total				78		\$13,605

UCMR 4 Sampling

Frequency	Constituents	Sites	Sample Schedule	# of Samples	Unit Cost	Total Cost
Quarterly	AM1 - Metals, Pesticides, Alcohols, SVOCs	4 Sites - South Entry Point (POE1) and ASR Wells 28, 29, 30	3rd Week on Thursdays, except Holidays then Tuesday - January, April, July, Oct	16	\$625	\$10,000
Bi-Annual	AM1 - Metals, Pesticides, Alcohols, SVOCs	2 Sites - Wells 15S, 22G	3rd Week on Thursday, except Holidays then Tuesday - January, July	4	\$625	\$2,500
See Sample Schedule	AM3 - Cyanotoxins	1 Site - South Entry Point (POE1)	March 2020, week 1 and 3; April 2020, week 1 and 3; March 2020, week 1 and 3; June 2020, week 1 and 3	8	\$375	\$3,000
Total				28		\$15,500

GRAND TOTAL

1322

\$75,035



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.16.
SUBJECT: Second Reading and Adopt Spring Lake Pioneer Village Development Agreement

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving the Development Agreement between the City of Woodland and Pioneer-Woodland LLC, to use and develop the Pioneer Village project area located within the Spring Lake Specific Plan Area

Staff Contact:

Megan Meier, Associate Planner, (530) 661-5814, megan.meier@cityofwoodland.org

Fiscal Impact:

No fiscal impact, all application processing costs have been paid for by the applicant. The project will pay out approximately \$11,047,806 in Spring Lake Infrastructure Fees (SLIF) and \$6,701,541 in Impact Fees.

Background:

At its November 5, 2019 meeting, the City Council introduced and waived the first reading of Ordinance No. _____ the Development Agreement between the City of Woodland and Pioneer-Woodland, LLC.

Conclusion:

Staff recommends that the City Council conduct the second reading of Ordinance No. _____, approving the Development Agreement between the City of Woodland and Pioneer-Woodland LLC, to use and develop the Pioneer Village project area located within the Spring Lake Specific Plan Area

Prepared By: Megan Meier, Associate Planner

Reviewed By: Cindy Norris, Principal Planner

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


Paul Navazio
City Manager

Attachments:

1. Ordinance
2. Agreement

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA APPROVING A DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF WOODLAND AND PIONEER-
WOODLAND, LLC TO USE AND DEVELOP THE PIONEER VILLAGE
PROJECT SITE LOCATED WITHIN THE SPRING LAKE SPECIFIC
PLAN AREA**

WHEREAS, pursuant to Government Code Section 65864 *et seq.*, the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, the Pioneer Village Project Site which has entered into an assumption and assignment agreement with Pioneer-Woodland, LLC.; and

WHEREAS, Pioneer-Woodland, LLC. (“Developer”) proposes to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Development Agreement, as “**Attachment 5**” and incorporated herein by reference, for residential use (“Project”); and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the Project to achieve the goals of the City’s General Plan (“General Plan”) and the Spring Lake Specific Plan (“SLSP”); and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

WHEREAS, the City Council has found that the Development Agreement is consistent with the City’s General Plan and the SLSP; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City’s planning policies and requirements, except as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and the Planning Commission recommended to the City Council approval of both the Tentative Subdivision Map #5162 for the Pioneer Village Project Site and the Development Agreement; and

WHEREAS, on November 5, 2019, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

WHEREAS, on November 5, 2019, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq.*, the proposed Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #17 pertaining to the rezoning of certain portions of the project site; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is consistent with the General Plan and SLSP; (iii) the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Development Agreement as “**Attachment 7.**”

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Development Agreement because, the project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement, or a Memorandum of Agreement, within ten (10) days following execution thereof.

Section 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council on November 5, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Xochitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Attachment 7 – Pioneer Village Development Agreement

Recorded at request of:)
City Clerk)
City of Woodland)
)
When recorded return to:)
City of Woodland)
300 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [_____]

PIONEER VILLAGE

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

PIONEER-WOODLAND, LLC

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [____]

This Amended and Restated Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2019, by and between the City of Woodland, California (“CITY”), and Pioneer-Woodland, LLC, a California limited liability company (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY and Gidaro Group, LLC, a California limited liability company previously entered into that certain Development Agreement (“Original Development Agreement”) on October 18, 2005, approved by the City Council of the City of Woodland by Ordinance No. 1449 on October 18, 2005; and

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan (“Plan”), which encompasses OWNER’s property, more fully described in Exhibit “A” and shown on Exhibit “B” to this Agreement (“Property”), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, OWNER and CITY wish to enter into this Development Agreement pursuant to the Plan, allowing for the construction of a project as described herein (“Project”); and

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its property, including this Agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just, and reasonable; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety, and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on CITY; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council’s certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addendum to the Turn of the Century EIR and

associated addenda; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters related to the approval of development agreements; and

WHEREAS, development of the Project in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of OWNER's property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property (as defined herein) for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement, or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning; and
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate, or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations, and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation, or official policy governing:

- (a) the conduct of businesses, professions, and occupations;

- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or
- (e) the exercise of the power of eminent domain.

1.1.12 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.13 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.14 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement.

1.1.15 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.16 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Map showing Property and its location

Exhibit “C” – Development Plan and Conditions of Approval

Exhibit “D” – Development Impact Fees

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall be in force for a period of 10 years thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Developer may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer, or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm, or corporation at any time during the Term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights, duties, and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer, or assignment, OWNER shall notify CITY, in writing, of such sale, transfer, or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, and waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee, or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee, or assignee until and unless such agreement is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), which release shall

be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee, or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer, or assignment after an initial sale, transfer, or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in “bulk”) sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any individual lot sold to a member of the public, and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in “bulk”) sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated Term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding, or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels.
This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by CITY, have (1) been accepted by CITY, or (2) in CITY's discretion, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Pioneer-Woodland, LLC
540 Fulton Avenue
Sacramento, CA 95825

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

2.8 Termination of Previous Agreements. As related to the subject property only, this Agreement replaces and supersedes the Original Development Agreement approved by Ordinance No. 1449 adopted on October 18, 2005 by the City Council of the City of Woodland. As of the effective date of the ordinance adopting this Development Agreement, the Original Development Agreement shall terminate and shall have no further force or effect with respect to the Property.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative parcel map approval within the Specific Plan area. This agreement is for Tentative Subdivision Map #5162, which includes the 25.34-acre R-5, 19.14-acres R-8, and 4.11-acre R-20 site shown in Exhibit B, resulting in 231 single family lots (units phase 1&2) with the R-20 multifamily remainder (phase 3).

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review, and action all applications for subsequent development approvals. Such applications shall be processed in the same manner, and the CITY shall exercise its discretion when required or authorized to do so, and to the same extent CITY would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(c) Regulations, adopted policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either

throughout the CITY or within a defined area of benefit that includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County, or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations, and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY, and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate the Property will be developed. Such decisions depend upon numerous factors that are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities that will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this Section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this Section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds, or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY

shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall CITY require OWNER to pay for interim temporary improvements installed by others on OWNER's property. If OWNER's cost for the improvements exceeds the amount(s) shown in the Spring Lake Capital Improvement Program for such improvement(s), OWNER agrees that the CITY may defer a portion of the OWNER's reimbursement for constructed improvements until the CITY completes a reconciliation update for the Spring Lake Infrastructure Fee ("SLIF")

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.1.1 Fee Adjustment. The following fees have been adjusted to zero (0) for multi-family units General Purpose fee, Spring Lake Fire Department Operations and Maintenance Funding fee, Public Transit Capital fee, Public Transit Operation fee and Fiscal Deficit Mitigation fee. The City Council desires to support multi-family development and the City thus is transferring some of the overall cost of multi-family development to the single-family development, as shown in Exhibit "D" Project Development Fees. The City shall adjust the fee annually for inflation by the Construction Cost Index ("CCI") amount starting January 1, 2021, until the City Council approves the final map.

4.1.2 General Purpose Fee. OWNER agrees to pay a General Purpose Fee of Five Thousand Dollars (\$5,000.00) per single family dwelling (SFD) unit, payable at final map, towards improved Spring Lake bicycle and pedestrian connectivity and other neighborhood enhancement projects such as, but not limited to, the Highway 113 Bike/Pedestrian Overcrossing, Pool Project, Fire Station #3 Relocation, or the Southeast Area Pool. The City shall adjust the fee annually for inflation by the Construction Cost Index ("CCI")s amount starting January 1, 2021 until the City Council approves the final map.

4.2 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit “D” shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit “D”, the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment, or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation, or termination of the Term of this Agreement. Following the expiration, cancellation, or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit “D”, any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in “Exhibit D” hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY’s Agricultural Mitigation Program. With respect to the Property, the City’s agricultural conservation easement requirement has been satisfied.

4.4 Swainson’s Hawk Mitigation. OWNER’s obligation for Swainson’s Hawk Mitigation has been satisfied with documentation that shows the purchase of conservation easements.

4.5 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY’s sole discretion, within 15 days of receipt of written demand from CITY.

4.6 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.7 Building Unit Allocations. City hereby agrees that CITY'S Building Unit Allocation Program for the Spring Lake Specific Plan (Ordinance No. 1343) shall not be amended in any manner, which would reduce the number (143) of first-release Building Unit Allocations allocated to the Property, at the times and in the manner as provided in the Ordinance.

4.8 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.9 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan and this Agreement.

4.10 Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement as outlined in Exhibit "D." Additionally, for multifamily units the requirement is ten percent (10%) multifamily unit be affordable to Low-Income households and twenty percent (20%) be affordable to Very-Low Income households or that twenty five percent (25%) of the units are affordable to Very-Low Income households as outlined in Exhibit "D." The affordable rental units constructed on-site shall be permanently affordable and memorialize through an affordable housing agreement with the City.

4.11 Offsite Affordable Housing Fee. The Spring Lake Offsite Affordable Housing fee shall be as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval of each final map.

Funds

4.12 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.13 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall have submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards and received approval of such plans by the City Engineer.

4.14 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way. OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site Spring Lake Infrastructure Fee ("SLIF") covered improvements are eligible for SLIF reimbursement. CITY will allow a map to proceed with the \$200,000 deposit. OWNER may deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, a final map will not be approved with less than a \$200,000 deposit.

4.15 Construction of Pioneer Road Improvements. Developer shall construct Pioneer Road improvements such that bi-directional traffic is maintained at all times to the satisfaction of the City Engineer. City shall have beneficial occupancy of Pioneer Road prior to issuance of certificate of occupancy for the first unit in the project, including any permit issued for the model homes.

4.16 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of the Development Agreement and imposition of these conditions, the CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the Project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase occurs, Owner agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this Section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING

THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR.

By initialing below, OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

Owner's Initials

4.17 Contribution to Proportionate Share of Damages. Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives, a claim from or has a lawsuit filed against it by, a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportionate share of the damages its Project caused

4.18 Transit Capital Fee. Prior to final map or Project approval, OWNER shall pay a Three Hundred Forty Dollar (\$340.00) per SFD Dwelling Unit Equivalent fee. The City shall adjust the fee annually for inflation by the CCI amount starting January 1, 2020 until the City Council approves the final map.

4.19 Transit Operation Fee. Prior to final map or Project approval, OWNER shall pay a Forty-Six Dollar (\$46.00) per Dwelling Unit Equivalent fee. The City shall adjust the fee annually for inflation by the CCI amount starting January 1, 2020 until the City Council approves the final map.

4.20 Interchange Upgrade. OWNER acknowledges that the interim upgrade of the State Route ("SR") 113 and Road 25A interchange in accordance with the Spring Lake EIR is a responsibility of Spring Lake developers. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the SR 113 and Road 25A interchange OWNER understands and agrees that both the projects in the SL CIP and the cost of such projects are subject to change and that the set aside amount for the payment of SLIF fees also may, accordingly, change. OWNER agrees to pay the applicable SLIF for its Project, including any changes that may occur as a result of changes or additions to the SL CIP and the SLIF.

4.21 Traffic Signal. Unless designed and/or constructed by others, OWNER shall design and install a traffic signal and associated roadway improvements at Gibson Road and Harry Lorenzo Avenue. Construction of the intersection and signal improvements shall commence prior to or concurrently with the in-tract improvements and be completed prior to certificate of occupancy of the first production (for sale) unit. Work shall include but is not limited to: installation of 8-phase signal, opening the median on Gibson Road, installation of turn pockets,

ADA improvement on the north side of Gibson Road, landscaping, road restriping, road rehabilitation and special emergency vehicle preemption as determined by the City, and signal interconnect from the Pioneer/Gibson intersection to the HLA/Gibson signal.

Final intersection reconfiguration shall consist of:

Westbound left turn

Eastbound left turn

Two westbound thru lanes to remain

Two eastbound thru lanes to remain

Northbound left

Northbound thru/right

Southbound left

Southbound thru/right

OWNER may request and enter into a reimbursement agreement with the City for all improvements except landscaping and the ADA improvements on the south side to be reimbursed from the City impact fee program. The ADA improvements on the south side can be reimbursed from the SLIF CIP.

4.22 Meter Fees. Prior to any final map OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district, or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. CITY shall review this Agreement annually (every twelve months), on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring

Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The Community Development Director, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the Community Development Director, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment, or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims,

demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination. CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, as it may be amended from time to time, is invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its sole cost and expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding, or determination.

8.3 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.4 Indemnity. In addition to the provisions of Sections 8.1, 8.2, and 8.3 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure or conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its sole cost and expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation,

encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such

interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall

be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement and Exhibit “D” to this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest (including assignees) during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither

party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venture resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

**PIONEER-WOODLAND, LLC, a
California limited liability company**

By:

Its:

Dated: _____

CITY

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

By: _____
Paul Navazio
City Manager

Dated: _____

ATTEST:

By: _____
Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)ss.

COUNTY OF YOLO)

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

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

WITNESS my hand and official seal.

Signature_____



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: G.17.
SUBJECT: Fiscal Year 2019/20 Quarterly Budget Update

Recommendation for Action: Staff recommends that the City Council receive an informational report representing the FY2019/20 First Quarter Budget Update.

Staff Contact:

Evis Morales, Financial Services Manager, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:

This informational item represents City-wide revenue and expenditures for (1) unaudited results for all 12 periods of activity in fiscal year 2018/19 and (2) results through the first three periods of fiscal year 2019/20.

Discussion:

This report summarizes All Funds revenue and expenditure results through the fourth (4th) quarter of fiscal year 2018/19 and through first (1st) quarter of fiscal year 2019/20. In addition, the report highlights revenues and expenses in the General Fund through the fourth (4th) quarter in fiscal year 2018/19 and through the first (1st) quarter of fiscal year 2019/20.

Highlights of the fiscal year 2018/19 results (Attachment A) include the following:

- All Funds revenues through fiscal year-end FY2018/19 were \$177.3 million or 115% of the amended budget of \$153.5 million.
- General Fund revenues totaled \$56.2 million, \$5.1 million more than the amended budget and \$2.3 million more than projected at mid-year.
- Assessed property value for FY2018/19 was anticipated to increase by 5.72%, but actual results from the County showed a 7.32% increase. As a result, property tax revenues generated an additional \$204k over the amended budget, which is similar to what was projected at mid-year.
- Sales Tax payments resulted in \$23.6 million or \$3.4 million over the amended budget, and \$1.0 million more than projected at mid-year. Sales tax revenue received includes the City's 1% local share, known as Bradley Burns, Measures E/F, and Measure J. During the mid-year budget update, staff was projecting that \$14.14 million would be received in the City's local share of sales tax, however, the City received \$958,905 over staff's projection and \$2.8 million over the adopted budget. A positive variance of \$208,108 in Measure E, a positive variance of \$123,346 in Measure F, and a positive variance of \$182,248 in Measure J were also achieved.
- Other Taxes category totaled \$2.0 million greater than the amended budget and resulted in \$189,356 more than projected at mid-year. This variance was due primarily to better than expected Transit Occupancy Tax (TOT) collections.
- Licenses and Permits revenues exceeded budget by \$908,405 over the amended budget and resulted in \$768,509 more than projected at mid-year. The City issued more building permits than the budget

anticipated, although revenues from engineering plan check and inspection were lower than expected. Also contributing to the favorable variance is \$185,120 in cannabis permit fees not originally included in the budget.

- Service Charges, which represent revenues primarily from recreation and police programs, exceeded amended budget by \$117,487 and resulted in \$137,136 more than projected at mid-year due to increased program participation.
- Lease/Interest Income exceeded amended budget by \$191,744 and resulted in \$136,136 more than projected at mid-year. This was primarily due to higher than expected earnings on investments.
- Through the fourth quarter of fiscal year 2018/19, All Funds expenditures totaled \$178.8 million, or 77% of the amended budget. Most fund and department categories stayed within the amended budget, and large savings occurred in funds that include appropriations for multi-year capital projects.
- End-of-year FY2018/19 General Fund expenditures totaled \$52.6 million, a savings of \$1.97 million from the amended budget and \$1.6 million less than projected at mid-year, including \$452,461 in unspent Measure J funds. All departments stayed within budget.
- The General Fund ended the year with a net increase in unreserved fund balance of \$2.2 million. In preparation of the fiscal year 2018/19 budget, a net increase of \$459,126 was assumed. The originally budgeted net increase in fund balance was attributed to estimated revenues coming in slightly over projected expenditures.

Highlights of the fiscal year 2019/20 first quarter results (Attachment B) include the following:

- All Funds revenues through the first quarter of fiscal year 2019/20 are \$31.9 million, or 20% of the amended budget.
- General Fund revenues are \$2.7 million or 5% of the amended budget, with many of the City's major tax revenues yet to be collected during the current fiscal year.
- The City will not receive the first installment of property tax payments until January 2020. Information received from Yolo County indicates that the total assessed value increased by 6.85% from the prior year; the FY2019/20 budget assumed a 4% growth factor.
- Sales Tax payments have not yet been received through the month of September. There is a timing delay for receipt of sales tax revenues, and projections for fiscal year activity are closely monitored by staff.
- Licenses and Permit revenue is trending higher than most categories due to housing and commercial development activity that is generally higher during the summer months.
- The Motor Vehicle In Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May.
- Lease and Interest Income revenue was at \$15,795 or 4% of the amended budget due to cell tower lease revenue received. A large part of amended budget in this category is based on PCP lease revenue and investment interest earnings. Investment interest received on the City's investment portfolio. The interest is accumulated in this fund until fiscal year end and will be allocated across all funds based on respective cash balances at that time. Staff has projected \$175,000 in the General Fund and \$585,650 across All Funds in investment interest earning for the fiscal year.
- Through the first quarter of FY2019/20, General Fund expenditures (not including encumbrances) total \$10.6 million or 19% of the amended budget.

- Operating expenditures appear to be tracking within budget for all categories.

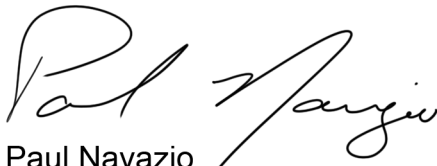
Although fiscal year 2018/19 ended with positive results, the City's General Fund Five-Year Forecast will continue to be a challenge as city staff is still projecting a growing structural deficit through FY2023/24. The fund balance will be an important factor in assisting with the development of balancing plans and targeted investment in high priority one-time funding needs.

Conclusion:

Staff recommends that the City Council receive an informational report representing the FY2019/20 First Quarter Budget Update.

Prepared By: Evis Morales, Financial Services Manager

Reviewed By: Kimberly McKinney, Finance Officer



Paul Navazio
City Manager

Attachments:

1. Quarterly_Budget Update-FY19Q4 Attachment A
2. Quarterly_Budget Update-FY20Q1 Attachment B

ATTACHMENT A

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2018/19 Revenues						
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%	
General Fund	\$ 50,384,235	\$ 51,037,257	\$ 56,174,833	\$ 5,137,576	110%	
Special Revenue	\$ 12,902,960	\$ 13,981,041	\$ 13,521,088	\$ (459,953)	97%	
Debt Service	\$ 1,542,900	\$ 1,542,900	\$ 1,543,062	\$ 162	100%	
Development/Capital	\$ 10,361,228	\$ 10,431,228	\$ 17,699,348	\$ 7,268,120	170%	
Springlake	\$ 6,524,828	\$ 6,524,828	\$ 17,028,679	\$ 10,503,851	261%	
Enterprise Funds	\$ 48,037,841	\$ 48,037,841	\$ 48,790,135	\$ 752,294	102%	
Internal Service	\$ 16,430,035	\$ 16,430,035	\$ 16,213,618	\$ (216,417)	99%	
Successor Agency	\$ 900,000	\$ 900,000	\$ 1,341,734	\$ 441,734	149%	
Agency	\$ 4,635,060	\$ 4,635,060	\$ 4,938,299	\$ 303,239	107%	
Total All Funds	\$ 151,719,087	\$ 153,520,190	\$ 177,250,796	\$ 23,730,606	115%	

- All Funds revenues through fiscal year-end FY2018/19 were \$177.3 million or 115% of the amended budget of \$153.5 million.
- General Fund revenues totaled \$56.2 million, \$5.1 million more than the amended budget and \$2.3 million more than projected at mid-year. Table 4 provides more detail regarding General Fund revenues.
- Special Revenue funds generated \$13.5 million or 97% of the amended budget. Revenue captured in this category is mostly based on grant reimbursements and follow project expenses throughout the fiscal year.
- Development/Capital funds generated \$17.6 million or \$7.2 million more than budget, due in large part to better than expected Development Impact fees. By comparison, FY2017/18 resulted in \$10.7 million in actual revenue, suggesting that development activity increased more than staff anticipated when making budget projections for FY2018/19 budget. Although we exceeded revenue expectations, this additional revenue assists in reducing interfund loans to cover debt service and helps improve fund balance deficits created by advancing significant priority projects throughout the early 2000's.
- Spring Lake funds generated \$17 million or \$10.5 million more than budget. By comparison, FY2017/18 resulted in \$5.9 million in actual revenue suggesting that development activity in Spring Lake increased more than staff anticipated when making budget projections for FY2018/19 budget. These additional revenues are Spring Lake Infrastructure fees that assist with completion of projects that are already in progress and allow others projects to begin.

- Enterprise Funds revenues ended the year at \$48.8 million or 102% of the amended budget.
- Successor Agency revenues were \$1.3 million or 149% of the amended budget. Of the \$441,734 above projected revenue: \$141,185 was realized through loan repayments and \$272,713 due to higher than projected property tax. Successor Agency revenue is used to repay debt service on former Redevelopment Agency debt obligations.
- Agency funds are primarily pass-through special assessment funds. The revenues in these funds totaled \$4.9 million, slightly higher than budget due to additional development activity paying Mello Roos assessments.

Table 2 – All Funds Expenditures by Fund

FY2018/19 Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Internal Service	\$16,865,041	\$17,757,883	\$16,022,940	\$1,734,942	90%
General Fund	\$50,751,376	\$54,596,897	\$52,624,526	\$1,972,371	96%
Enterprise Funds	\$51,087,012	\$80,032,322	\$57,748,984	\$22,283,338	72%
Special Revenue	\$12,648,871	\$30,655,383	\$18,923,594	\$11,731,789	62%
Development/Capital	\$14,296,414	\$22,523,088	\$12,418,994	\$10,104,095	55%
Successor Agency	\$1,065,782	\$1,404,652	\$1,532,970	(\$128,318)	109%
Springlake	\$3,305,337	\$16,898,099	\$12,941,707	\$3,956,392	77%
Debt Service	\$1,542,875	\$1,542,875	\$1,537,878	\$4,997	100%
Agency	\$4,690,025	\$5,652,610	\$5,089,518	\$563,092	90%
Total All Funds	\$156,252,733	\$231,063,809	\$178,841,111	\$52,222,698	77%

- Through the fourth quarter of fiscal year 2018/19, All Funds expenditures totaled \$178.8 million, or 77% of the amended budget. Most fund categories stayed within the amended budget.
- The General Fund resulted in \$52.6 million or \$1.97 million less than amended budget. During the mid-year budget review, staff projected that expenditures would result in \$54.3 million, and actual expenditures came in \$1.6 million less than expected at mid-year. The savings are largely due to savings in discretionary supplies & services, and water used by the City for facilities, parks, and landscaping. Although departments, citywide, were able to realize savings in FY2018/19, \$1.1 million was re-appropriated to FY2019/20 due to prior year commitments and project priority goals that transcend fiscal years. Due to re-appropriation of funds to FY2019/20, only \$872,000 is considered actual savings for FY2018/19. Additional details for General Fund expenditures are included in Table 5.
- Enterprise Funds resulted in \$57.7 million in expenditures, or 72% of the amended budget, with savings due in large part to many capital projects that did not incur expenses to their estimated budget. Some of these projects included:

- ASR Well #31 Construction (\$5.6 million in unspent funds),
- Water System Maintenance & Repairs (\$2.6 million in unspent funds),
- West Main Street Bicycle-Pedestrian Mobility and Safety (\$2.6 million in unspent funds),
- Annual Sewer Repair and Replacement (\$1.6 million in unspent funds), and
- West Main St. Water Main Upgrade (\$917,590 in unspent funds)

All Capital Improvement Project (CIP) unspent budget will carry-forward to FY2019/20 and be available for project expenses.

- Special Revenue funds resulted in \$18.9 million or 62% of the amended budget due to appropriations to large grant-funded projects that were only partially expended during the year. Some of these projects included the following:

- West Main Street Bicycle-Pedestrian Mobility and Safety (\$4.4 million in unspent funds),
- I-5/County Road 102 Interchange Landscaping (\$1.9 million in unspent funds),
- East Main Street Improvement (\$1.7 million in unspent funds), and
- Permanent Supportive Housing (\$645,937 in unspent funds)

In addition, \$675,250 was unspent in First Time Homebuyer Program funding.

- Development/Capital funds resulted in \$12.4 million or 55% of the amended budget due to a few large projects slowly incurring expenses. These projects include:

- West Woodland Safe Routes to School (\$1.8 million in unspent funds),
- West Main Street Bicycle-Pedestrian Mobility and Safety (\$1.5 million in unspent funds),
- North Gibson Detention Ponds (\$1.3 million in unspent funds),
- Sports Park Turf Replacement (\$1.3 million in unspent funds),
- Kentucky Ave. Widening & Reconstruction (\$1.0 million in unspent funds),
- Sports Park Drive Pedestrian Crossing (\$786,456 in unspent funds), and
- Regional Park Site (\$703,638 in unspent funds)

- The City's Spring Lake Funds ended the fiscal year with \$12.9 million in expenses or 77% of the amended budget due to a number of infrastructure projects that were not completed in FY2018/19. Examples of projects include:

- North Regional Pond and Pump Station (\$8 million in unspent funds),
- North Gibson Ponds Detention (\$2.7 million in unspent funds),
- Spring Lake Neighborhood Park (\$1.5 million in unspent funds).

- Agency Funds reflect expenditures of \$5.9 million or 105% of the amended budget. Agency expenses are related to debt service payments for special districts.

Table 3 – All Funds Expenditures by Department

FY2018/19 Expenditures							
	Original Budget		Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)		%
Administrative Services	\$ 16,857,494	\$	17,276,847	\$ 15,657,650	\$ 1,619,197		91%
Community Development	\$ 6,979,908	\$	7,504,106	\$ 6,215,968	\$ 1,288,138		83%
Community Services	\$ 10,925,795	\$	13,660,675	\$ 12,125,413	\$ 1,535,262		89%
Police	\$ 20,843,048	\$	21,331,009	\$ 20,435,452	\$ 895,556		96%
Fire	\$ 10,948,727	\$	11,718,290	\$ 11,436,131	\$ 282,159		98%
Library	\$ 2,067,351	\$	2,067,351	\$ 1,928,349	\$ 139,002		93%
Public Works	\$ 27,261,439	\$	32,530,830	\$ 29,670,495	\$ 2,860,335		91%
Capital Improvements	\$ 21,217,568	\$	84,540,964	\$ 28,377,676	\$ 56,163,288		34%
Non-Departmental	\$ 39,151,403	\$	40,433,738	\$ 52,993,977	\$ (12,560,239)		131%
Total All Departments	\$ 156,252,733	\$	231,063,809	\$ 178,841,111	\$ 52,222,698		77%

- At the end of fiscal year 2018/19, department operating budgets were within the approved appropriations.
- Administrative Services ended with savings of \$1.6 million across all funds due primarily to savings in internal service funds. Due to lower than expected medical premiums, claims and insurance premiums, the city's Benefit fund came in under budget by \$479,769 and the Self Insurance Fund also had substantial savings of \$334,689. Technology Services also underspent their budget by \$309,504 related to delayed equipment purchases and contracts.
- Community Development expenditures were under budget by 17% due to personnel savings of \$571,042 from various vacancies throughout the year. Supplies and Services came in under budget largely attributed to Successor Agency/ Utilities Engineering contract services savings. The unexpended budget in Economic Development and Building Inspection contract services was rolled over to FY2019/20.
- Community Services ended FY2018/19 with \$12.1 million in expenditures across all funds or 89% of the amended budget. In the General Fund, \$632,668 in savings results from personnel, supplies and services, and water usage. Measure J programs resulted in \$452,461 in savings across all programs. \$675,250 was also unspent in First Time Homebuyer Program funding. Lighting and Landscape districts throughout the City also had a combined large savings and \$432,161 due the cost of water for landscaping being less than expected. CDBG projects and Supportive Housing projects underspent by \$275,627 combined. Finally, the Housing assistance fund has a negative variance of \$1.8 million due to a payoff received from Heritage Plaza that was transferred for accounting purposes to another fund. The payoff, which includes an offsetting revenue, was unexpected and was therefore not included in the budget process.

- Police ended the year with \$20.4 million in expenditures or 96% of the amended budget. Some of Police's savings were a result of contractual commitments that have been carried-over into FY2019/20.
- Fire ended the year with \$11.4 million in expenditures or 98% of the amended budget with no large or notable variances.
- Library ended the year with \$1.9 million in expenditures across all funds or 93% of the amended budget with the majority of savings coming from personnel/supplies and services in the General Fund, including one-time facility money that was carried over and re-appropriated in FY2019/20.
- Public Works ended the year with \$29.6 million in expenditures across all funds or 91% of the amended budget with the majority of savings coming from personnel vacancies and supplies in the Water/Sewer Enterprise, Transportation Development, and Gas Tax funds.
- Capital Improvements budget was underspent by \$56.2 million or 34% of the amended budget; however, this remaining balance in funds has been carried-over to the fiscal year 2019/20 budget. Large project variances are discussed with Table 2.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2018/19 General Fund Revenues							
	Original Budget	Amended Budget	Projected Budget February 2019	Year-to Date Actuals		Difference from Amended Favorable/ (Unfavorable)	Difference from Projected Favorable/ (Unfavorable)
Property Tax	\$ 11,975,708	\$ 11,963,529	\$ 12,211,810	\$ 12,167,791	\$	204,262	\$ (44,019)
Sales Tax	\$ 20,165,816	\$ 20,177,995	\$ 22,531,716	\$ 23,591,548	\$	3,413,553	\$ 1,059,832
Other Taxes	\$ 1,722,487	\$ 1,722,487	\$ 1,772,982	\$ 1,962,338	\$	239,851	\$ 189,356
Franchise Fees	\$ 2,512,062	\$ 2,512,062	\$ 2,481,774	\$ 2,455,487	\$	(56,575)	\$ (26,287)
Licenses/Permits	\$ 2,564,206	\$ 2,564,206	\$ 2,704,102	\$ 3,472,611	\$	908,405	\$ 768,509
Fines/Forfeitures	\$ 280,572	\$ 280,572	\$ 287,261	\$ 281,318	\$	746	\$ (5,943)
Service Charges	\$ 729,478	\$ 729,478	\$ 709,297	\$ 846,965	\$	117,487	\$ 137,668
Motor Vehicle In Lieu	\$ 5,148,637	\$ 5,148,637	\$ 5,185,536	\$ 5,214,541	\$	65,904	\$ 29,005
Intergovernmental	\$ 253,981	\$ 253,981	\$ 249,280	\$ 250,315	\$	(3,666)	\$ 1,035
Lease/Interest Income	\$ 388,328	\$ 388,328	\$ 443,936	\$ 580,072	\$	191,744	\$ 136,136
Miscellaneous	\$ 4,556,800	\$ 5,209,822	\$ 5,194,620	\$ 5,287,301	\$	77,479	\$ 92,681
Transfers	\$ 86,160	\$ 86,160	\$ 86,160	\$ 64,546	\$	(21,614)	\$ (21,614)
Total General Fund	\$ 50,384,235	\$ 51,037,257	\$ 53,858,474	\$ 56,174,833	\$	5,137,576	\$ 2,316,359

- Total General Fund revenues at fiscal year-end 2018/19 were \$5.1 million more than the amended budget. Revenues in almost every category exceeded projections. During the mid-year budget review, staff projected that revenues would be \$53.9 million; actual revenues were \$2.3 million more than projected at mid-year.

- Assessed property value in development of the budget for FY2018/19 was anticipated to increase by 5.72%, but actual results showed a 7.32% increase. As a result, property tax revenues generated an additional \$204k over the amended budget and were similar to revenues projected at mid-year.
- Sales Tax payments resulted in \$23.6 million or \$3.4 million over the amended budget, and \$1.0 million more than projected at mid-year. Sales tax revenue received includes the City's 1% local share (known as Bradley Burns), Measures E/F, and Measure J. With the adoption of the FY2019/20 budget, staff was projected \$14.14 million would be received in the City's local share of sales tax, however, the City received \$958,905 over staff's projection and \$2.8 million over the adopted budget. A positive variance of \$208,108 in Measure E, a positive variance of \$123,346 in Measure F, and a positive variance of \$182,248 in Measure J were also achieved.
- Other Taxes category totaled \$1.96 million or \$239,851 greater than the amended budget, and \$189,356 more than projected at mid-year. The variance was due primarily to better than expected Transit Occupancy Tax (TOT) collections.
- Licenses and Permits revenues exceeded the amended budget by \$908,405 and \$768,509 more than projected at mid-year. The City issued more building permits than the budget anticipated, although this was partially offset by lower than expected revenues from engineering plan check and inspection. Also contributing to the favorable variance is \$185,120 in cannabis permit fees not originally anticipated in the budget.
- Service Charges, which represent revenues primarily from recreation and police programs, exceeded amended budget by \$117,487 and resulted in \$137,668 more than projected at mid-year due to increased program participation.
- Lease/Interest Income exceeded amended budget by \$191,744 and resulted in \$136,136 more than projected at mid-year. This was primarily due to higher than expected earnings on investments and positive cash balances in the General Fund.

Table 5 – General Fund Expenditures by Category

FY2018/19 General Fund Expenditures							
	Original Budget	Amended Budget	Projected Budget February 2019	Year-to Date Actuals	Difference from Amended Favorable/ (Unfavorable)	Difference from Projected Favorable/ (Unfavorable)	
Personnel	\$ 29,247,683	\$ 29,896,708	\$ 29,982,304	\$ 29,732,729	\$ 163,978	\$ 249,575	
Supplies & Services	\$ 7,508,431	\$ 8,408,827	\$ 8,453,584	\$ 7,102,861	\$ 1,305,966	\$ 1,350,723	
Education & Training	\$ 279,826	\$ 300,339	\$ 283,319	\$ 238,540	\$ 61,799	\$ 44,779	
Capital Expenditures	\$ 90,000	\$ 71,069	\$ 38,569	\$ 51,962	\$ 19,107	\$ (13,393)	
Non-Discretionary	\$ 6,565,942	\$ 6,722,810	\$ 6,542,200	\$ 6,446,033	\$ 276,777	\$ 96,167	
Operating Transfers	\$ 7,059,494	\$ 9,197,145	\$ 8,961,882	\$ 9,052,401	\$ 144,744	\$ (90,519)	
Total All Categories	\$ 50,751,376	\$ 54,596,897	\$ 54,261,858	\$ 52,624,526	\$ 1,972,371	\$ 1,637,332	

- End-of-year FY2018/19 General Fund expenditures totaled \$52.6 million, a savings of \$1.97 million from the amended budget, including \$452,461 in unspent Measure J funds. End-of-year expenditures also resulted in \$1.6 million less in expenditures than projected at mid-year. Although departments, citywide, were able to realize savings in FY2018/19, \$1.1 million was re-appropriated to FY2019/20 due to prior year commitments and project priority goals that transcend fiscal years. Due to re-appropriation of funds to FY2019/20, only \$872,000 is considered actual savings for FY2018/19.
- Personnel expenditures were consistent with the amended budget, including \$229,721 in unspent Measure J funds. Staff had projected \$249,575 in savings at mid-year.
- Both Supplies & Services/ Education & Training categories resulted in combined savings of \$1.4 million, including \$142,740 in unspent Measure J funds. Staff had projected similar savings in these combined categories at mid-year. A total of \$828,136 of these savings were carried-over into FY2019/20 for use on approved activities.
- Capital Expenditures were underspent by \$19,107 as a result of CSD's ongoing building camera project and Police miscellaneous cannabis equipment. Staff had projected \$13,393 in expenses over budget at mid-year. FY2019 appropriations have been carried-over into FY2019/2020.
- Non-discretionary savings of \$276,777 results primarily from savings in the use of water in City parks and facilities. Staff had projected \$96,167 in savings at mid-year.
- Operating Transfers ended at \$9.0 million or 98% of the amended budget largely due to \$90,000 in budgeted Fire Equipment funding that was carried-over into FY2019/20. Staff had projected \$90,513 in expenses over budget at mid-year.

Table 6 – General Fund Expenditures by Department

FY2018/19 General Fund Expenditures							
					Difference from Amended	Difference from Projected	
	Original Budget	Amended Budget	Projected Budget February 2019	Year-to Date Actuals	Favorable/ (Unfavorable)	Favorable/ (Unfavorable)	
Administrative Services	\$ 3,121,445	\$ 3,303,974	\$ 3,204,442	\$ 2,965,399	\$ 338,575	\$ 239,043	
Community Development	\$ 2,900,202	\$ 3,198,760	\$ 3,051,504	\$ 2,879,884	\$ 318,876	\$ 171,620	
Community Services	\$ 6,376,600	\$ 7,177,313	\$ 6,825,482	\$ 6,092,185	\$ 1,085,128	\$ 733,297	
Police	\$ 19,257,679	\$ 19,522,025	\$ 19,165,227	\$ 19,053,326	\$ 468,698	\$ 111,901	
Fire	\$ 10,252,025	\$ 10,852,519	\$ 10,870,339	\$ 10,623,517	\$ 229,002	\$ 246,822	
Library	\$ 1,934,347	\$ 1,934,347	\$ 1,830,081	\$ 1,819,005	\$ 115,342	\$ 11,076	
Public Works	\$ 640,047	\$ 667,292	\$ 623,963	\$ 632,807	\$ 34,485	\$ (8,844)	
Capital Improvements	\$ -	\$ 1,125,514	\$ 1,125,514	\$ 1,145,335	\$ (19,821)	\$ (19,821)	
Non-Departmental	\$ 6,269,031	\$ 6,815,152	\$ 7,565,306	\$ 7,413,067	\$ (597,915)	\$ 152,239	
Total All Departments	\$ 50,751,376	\$ 54,596,897	\$ 54,261,858	\$ 52,624,526	\$ 1,972,371	\$ 1,637,332	

- At the end of FY2018/19, all departments were within budget.

- Community Development's year-end savings of \$318,876 was a result of mostly Personnel savings from vacancies throughout the year, and in Supplies & Services. Staff had projected savings of \$171,620 at mid-year.
- Community Service's year-end savings of \$1,085,128 was mostly a result of \$333,911 in Personnel, \$474,210 in Supplies & Services, \$169,464 in Utilities, and \$80,000 in Measure J fundraising seed funding. Of the total savings achieved by the department, \$452,461 were from Measure J. Staff had projected \$733,297 in savings at mid-year. Unspent appropriations for the homelessness activities and Measure J fundraising seed funding have been carried-over into FY2019/20.
- Police ended the fiscal year with \$19.0 million in expenses. Year-end savings of \$468,698 of amended budget was mostly a result of \$277,460 in Personnel, \$196,055 in Supplies & Services. Staff had projected \$111,901 in savings at mid-year. \$126,630 of these unspent appropriations have been carried-over into FY2019/20 to fund priority commitments made by the city.
- Fire year-end savings of \$229,002 was mostly due to \$151,857 in Personnel and \$69,180 in contract services. Staff had projected \$246,822 in savings at mid-year. \$67,433 of these unspent appropriations have been carried-over to FY2019/20 to fund priority commitments made by the city.
- Library ended the fiscal year with \$1.8 million in expenses or \$115,342 less than amended budget. Staff had projected \$11,076 in savings at mid-year. Most savings achieved were a result of an unfilled approved position and savings from unspent facility improvements, which have been carried-over to FY2019/20.
- Public Works ended the fiscal year with \$632,807 in expenses or \$34,485 less than amended budget. Staff had projected \$8,844 in expenses over budget at mid-year.

Table 7 – General Fund Forecast

	Mid-Year Projected	Unaudited Actuals	Difference	Adopted Budget with Revised Fund Balance
General Fund	FY2018/19	FY2018/19		FY2019/20
Beginning Balances	\$ 12,854,039	\$ 12,854,039	\$ (0)	\$ 15,079,317
Revenues	\$ 53,858,474	\$ 56,174,833	\$ 2,316,359	\$ 53,800,561 -4.23%
Expenditures (Includes Measure J)	\$ 54,261,858	\$ 52,624,526	\$ (1,637,332)	\$ 53,564,731 -1.28%
Annual Surplus/Deficit	(403,384)	3,550,307	3,953,691	235,829
General Fund One-Time Expenses			-	(690,147)
Measure J Unspent Fund Balance		(288,502)		
Fire Station/Pool Land			-	(1,000,000)
Unreserved Fund Balance	\$ 12,450,656	\$ 16,115,844	\$ 2,072,578	\$ 13,624,999
FY19 Encumbered/Uncumbered Carry-Over to FY20		\$ (1,036,527)		
FY18 Encumbered/Uncumbered Carry-Over to FY19	\$ 552,928		\$ (552,928)	
Measure J Uappropriated Revenue	\$ (173,317)		\$ 173,317	
Ending Unreserved Fund Balance	\$ 12,830,267	\$ 15,079,317	\$ 2,249,050	\$ 13,624,999
Percentage (E.U.F.B./Revenues)	26.6%	29.8%		28.2%
Reserve Policy \$	\$ 9,646,417	\$ 10,120,622	\$ 474,205	\$ 9,658,492
Reserve Policy %	20.00%	20.00%		20.00%
"Excess" Fund Balance (over Reserve Target)	\$ 3,183,849	\$ 4,958,695	\$ 1,774,845	\$ 3,966,507

Fiscal Year 2018/19 Results:

The preliminary results for fiscal year 2018/19 show that the General Fund ended the year with a net increase in unreserved fund balance of \$2.2 million. In preparation of the fiscal year 2018/19 budget, a net increase of \$459,126 was assumed. The originally budgeted net increase in fund balance was attributed to estimated revenues coming in slightly over projected expenditures.

During the development of the FY 2019/20 adopted budget, projections were made for the ending of the fiscal year 2018/19 (Mid-year Projected); revenues were assumed to be \$53.9 million; actual results came in over that target by \$2.3 million. This variance resulted from

better than expected revenue from most categories including property taxes, sales tax and permit fee revenues.

Expenditures ended the year under the projected \$52.7 million by \$1.6 million from a variety of savings in personnel, discretionary supplies and services, as well as utilities. Of these savings, \$1.04 million was carried-over for expenditure in FY2019/20.

Total ending fund balance in the General Fund was expected to be \$12.8 million for the fiscal year 2018/19 or 26.6% of revenues at the mid-year update. Actual fund balance at the end of FY2018/19 is \$15.08 million or 29.8%, an increase of \$2.25 million.

The General Fund forecast, presented with the adoption of the FY2019/20 budget reflects projected operating deficits over the next five years. The current fund balance will be a key factor in assisting the City to balance budgets throughout the forecast period and maintain reserves at the policy target of 20%. The City Council will continue to receive updates on the status of the forecast and development of the FY2020/21 budget, including budget balancing measures and use of the current fund balance.

Lastly, the City Council has adopted a General Fund reserve policy that will serve to guide staff with budget recommendations of excess fund balance through the development of the FY2020/21 budget. Priority for use of excess fund balance is given to payments toward unfunded liabilities and paying down accumulated fund deficits prior to spending money on new projects or initiatives. The guidelines outlined in the reserve policy will be used in developing recommendations as funding requests and opportunities arise throughout the fiscal year and with development of the FY20/21 budget.

ATTACHMENT B

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2019/20 Revenues					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
General Fund	\$ 53,800,560	\$ 53,829,678	\$ 2,740,271	5%	
Special Revenue	\$ 14,396,663	\$ 15,742,103	\$ 5,729,217	36%	
Debt Service	\$ 1,545,364	\$ 1,545,364	\$ -	0%	
Development/Capital	\$ 10,633,444	\$ 10,633,444	\$ 2,903,909	27%	
Springlake	\$ 7,044,150	\$ 7,044,150	\$ 3,889,484	55%	
Enterprise Funds	\$ 50,008,522	\$ 50,058,522	\$ 12,832,646	26%	
Internal Service	\$ 17,986,744	\$ 18,186,744	\$ 3,774,081	21%	
Successor Agency	\$ 900,000	\$ 900,000	\$ 10,542	1%	
Agency	\$ 5,187,164	\$ 5,187,164	\$ 20,476	0%	
Total All Funds	\$ 161,502,611	\$ 163,127,169	\$ 31,900,626	20%	

- All Funds revenues through the first quarter of fiscal year 2019/20 are \$31.9 million, or 20% of the amended budget.
- General Fund revenues are \$2.7 million or 5% of the amended budget, with many of the City's major tax revenues yet to be collected during the current fiscal year.
- Special Revenue (for the most part) are grant funds that are reimbursed to the City as projects make progress or special assessments with revenues that are received with property tax installments in January and May.
- Revenues in Debt Service funds come from transfers from other funds, which are typically recorded at the end of the year.
- Development/Capital revenues are \$2.9 million or 27% of the amended budget through September 30, 2019. By comparison, in the first quarter of the 2018/19 fiscal year revenue was \$2.7 million suggesting that we are tracking similarly to that fiscal year. A majority of the revenues received are related to Development Impact fees collected. Measure F funds are included in the Development/Capital Projects fund category, and sales tax revenues associated with Measure F have not yet been received; other revenues are dependent upon development activity.
- Spring Lake revenues are \$3.9 million or 55% of the amended budget through September 30, 2019. By comparison, in the first quarter of the 2018/19 fiscal year revenue was \$5.2 million suggesting that we are tracking close to but less than that fiscal year.
- Enterprise and Internal Service funds revenues are in line with expected results for the fiscal year.

- Successor Agency revenues are received as tax increments in line with property taxes that are received in January and May.
- Agency funds are primarily pass-through special assessment funds. The revenues in these funds are received with the City's property tax distributions in January and May.

Table 2 – All Funds Expenditures by Fund

FY2019/20 Expenditures				
	Original Budget	Amended Budget	Year-to Date Actuals	%
Internal Service	\$17,595,223	\$18,325,867	\$4,548,930	25%
General Fund	\$55,429,878	\$56,528,232	\$10,634,023	19%
Enterprise Funds	\$60,034,949	\$78,161,789	\$9,394,617	12%
Special Revenue	\$13,225,520	\$24,987,410	\$3,423,174	14%
Development/Capital	\$11,191,360	\$22,368,161	\$3,586,983	16%
Successor Agency	\$1,318,570	\$1,318,570	\$200,000	15%
Springlake	\$7,704,747	\$18,977,522	\$1,109,461	6%
Debt Service	\$1,545,364	\$1,545,364	\$768,558	50%
Agency	\$5,187,164	\$5,187,164	\$906,998	17%
Total All Funds	\$173,232,775	\$227,400,080	\$34,572,744	15%

- Through the first quarter of FY2019/20, All Funds expenditures totaled \$34.6 million, or 15% of the amended budget. General Fund expenditures totaled \$10.6 million, or 19% of the amended budget.
- Operating expenditures appear to be tracking within budget for all categories.
- Internal Service funds reflect expenditures of \$4.5 million, or 25% of the amended budget due mostly to up-front payments made for insurance premiums out of the Self Insurance fund and health insurance premium payments from the Benefits fund.
- Enterprise funds expenditures are at \$9.4 million or 12% of the amended budget after three months of activity. This low percentage is due primarily to \$8.7 million in budgeted Depreciation that is not recorded until the end of the fiscal year, and large debt service expenditures that generally occur in mid-fiscal year.
- Special Revenue funds are at \$3.4 million or 14% of the amended budget. Expenditures are currently tracking lower than expected as a result of some projected that have not yet incurred costs. Some of these projects include: West Main St. Bicycle/Pedestrian Mobility & Safety project (budget of \$677,700 in grant funds); First Time Homebuyers Program (budget of \$675,250 in grant funds); Permanent Supportive Housing (budget of \$645,937 in grant funds); Fire Safer Grant which the City was recently awarded (budget of \$492,000 in year one); and revision to the City's Zoning Ordinance (budget of \$310,000).

- Development/Capital funds are at \$3.6 million or 16% of the amended budget due to a many of the planned capital projects budgeted within these funds that are slow in incurring expenses in the first three months of activity this fiscal year. Some of these projects include: North Gibson Ponds Detention (budget of \$1.3 million); New Traffic Signal at Kentucky Ave./Cottonwood St. (budget of \$450,000); and New Traffic Signal at Freeway Dr./Main St. (budget of \$450,000). There also some large debt service bond payments that not been made and will typically occur and end of fiscal year.
- Spring Lake funds are at \$1.1 million or 6% of the amended budget due to a many of the planned capital projects budgeted within these funds that are slow in incurring expenses in the first three months of activity this fiscal year. Some of these projects include: Pioneer Ave. High School Entrance to Farmer's Central (budget of \$2.3 million); Parkland Dr./Pioneer Ave. to Harry Lorenzo (budget of \$2.3 million); and Spring Lake Neighborhood Park N1 (budget of \$2.2 million).
- Debt Service fund expenditures are \$768,558 million or 50% of the amended budget due to payments for refunding of lease revenue bonds, with other payments due later in the year.
- Agency funds reflect expenditures totaling \$906,998 million or of 17% of the amended budget due to debt service payments made on certain bonds during the first quarter.

Table 3 – All Funds Expenditures by Department

FY2019/20 Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
Administrative Services	\$ 17,355,024	\$ 17,589,374	\$ 4,813,495	27%	
Community Development	\$ 7,726,496	\$ 7,859,837	\$ 1,791,389	23%	
Community Services	\$ 11,899,196	\$ 14,002,587	\$ 2,655,774	19%	
Police	\$ 22,330,358	\$ 22,544,534	\$ 4,547,806	20%	
Fire	\$ 11,655,361	\$ 11,801,362	\$ 2,908,123	25%	
Library	\$ 2,140,160	\$ 2,183,638	\$ 507,025	23%	
Public Works	\$ 32,160,441	\$ 33,156,824	\$ 4,555,501	14%	
Capital Improvements	\$ 25,784,266	\$ 76,005,452	\$ 5,803,287	8%	
Non-Departmental	\$ 42,181,473	\$ 42,256,473	\$ 6,990,343	17%	
Total All Departments	\$ 173,232,775	\$ 227,400,080	\$ 34,572,744	15%	

- As of the end of the first quarter of fiscal year 2019/20, all departments appear to be tracking closely to budget.
- Public Works is trending lower than other departments. This low percentage is due primarily to \$8.7 million in budgeted Depreciation (Enterprise funds) that is not recorded until the end of the fiscal year.

- Capital Improvements are dependent upon project activity, which has been fairly slow through the first quarter of FY2019/20.
- Non-Departmental budgets include debt service payments and interfund transfers. The debt service payments are due periodically throughout the year, and the transfers are generally recorded at fiscal year-end, when operating results are known.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2019/20 General Fund Revenues						
	Original Budget		Amended Budget		Year-to Date Actuals	%
Property Tax	\$	12,708,392	\$	12,708,392	\$ -	0%
Sales Tax	\$	22,342,700	\$	22,342,700	\$ -	0%
Other Taxes	\$	1,808,442	\$	1,808,442	\$ 331,905	18%
Franchise Fees	\$	2,561,410	\$	2,561,410	\$ 286,470	11%
Licenses/Permits	\$	2,786,123	\$	2,786,123	\$ 876,712	31%
Fines/Forfeitures	\$	283,500	\$	283,500	\$ 33,376	12%
Service Charges	\$	719,854	\$	719,854	\$ 154,306	21%
Motor Vehicle In Lieu	\$	5,392,957	\$	5,392,957	\$ -	0%
Intergovernmental	\$	251,678	\$	251,678	\$ 8,270	3%
Lease/Interest Income	\$	436,944	\$	436,944	\$ 15,795	4%
Miscellaneous	\$	4,508,560	\$	4,537,678	\$ 1,041,934	23%
Transfers	\$	-	\$	-	\$ (8,497)	0%
Total General Fund	\$	53,800,560	\$	53,829,678	\$ 2,740,271	5%

- Through the end of the first quarter of FY2019/20, General Fund revenues are \$2.7 million or 5% of the amended budget.
- The City will not receive the first installment of property tax payments until January 2020. Information received from Yolo County indicates that the total assessed value increased by 6.85% from the prior year; the FY2019/20 budget assumed a 4% growth factor.
- Sales Tax payments have not yet been received through the month of September. There is a timing delay for receipt of sales tax revenues, and projections for fiscal year activity are closely monitored by staff.
- Licenses and Permit revenue is trending higher than most categories due to housing and commercial development activity that is generally higher during the summer months.
- The Motor Vehicle In Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May.

- Lease and Interest Income revenue was at \$15,795 or 4% of the amended budget due to cell tower lease revenue received. A large part of amended budget in this category is based on PCP lease revenue and investment interest earnings. PCP lease revenue is not expected until later in the fiscal year per agreement. Investment interest is accumulated in the City's investment portfolio fund until fiscal year end and will be allocated across all funds based on respective cash balances at that time. Staff has projected \$175,000 in the General Fund and \$585,650 across All Funds in investment interest earning for the fiscal year.

Table 5 – General Fund Expenditures by Category

FY2019/20 General Fund Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
Personnel	\$ 31,526,074	\$ 31,542,074	\$ 7,910,543	25%	
Supplies & Services	\$ 8,507,431	\$ 9,359,134	\$ 902,735	10%	
Education & Training	\$ 326,150	\$ 334,150	\$ 71,758	21%	
Capital Expenditures	\$ -	\$ 10,163	\$ -	0%	
Non-Discretionary	\$ 6,817,339	\$ 7,112,767	\$ 1,748,986	25%	
Operating Transfers	\$ 8,077,884	\$ 8,169,945	\$ -	0%	
Total All Categories	\$ 55,254,878	\$ 56,528,232	\$ 10,634,023	19%	

- Through the first quarter of FY2019/20, General Fund expenditures (not including encumbrances) total \$10.6 million or 19% of the amended budget.
- Personnel costs are trending to be on target with budget, at 25% of amended budget through the first quarter.
- Supplies & Services/Education & Training expenses are trending lower than other categories. Expenses within these categories vary depending on when services are needed and when training takes place.
- Capital Expenditures consist of carry-over funds for the Community/Senior Center Camera project that is still being carried-out.
- Operating Transfers consist primarily of the transfer of Measure F sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. Fund transfers are typically recorded toward the end of the fiscal year, when more information that is accurate is available regarding required transfer amount.

Table 6 – General Fund Expenditures by Department

FY2019/20 General Fund Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
Administrative Services	\$ 3,154,870	\$ 3,487,861	\$ 736,472	21%	
Community Development	\$ 3,329,539	\$ 3,462,880	\$ 738,304	21%	
Community Services	\$ 6,663,607	\$ 7,143,882	\$ 1,553,635	22%	
Police	\$ 21,156,203	\$ 21,282,834	\$ 4,297,118	20%	
Fire	\$ 10,438,876	\$ 10,518,309	\$ 2,669,397	25%	
Library	\$ 2,006,693	\$ 2,050,171	\$ 477,273	23%	
Public Works	\$ 649,375	\$ 649,520	\$ 161,824	25%	
Non-Departmental	\$ 7,855,715	\$ 7,932,776	\$ -	0%	
Total All Departments	\$ 55,254,878	\$ 56,528,232	\$ 10,634,023	19%	

- After the first quarter of FY2019/20, most departments appear to be tracking in line with the amended budget amounts.
- Non-Departmental expenditures consist primarily of the transfer of Measure F sales tax received to the capital projects fund, as well as the subsidy for the Storm Drain and Cemetery operations. There no expenditures to date. Expenses in this category consist mostly of transfers that are typically recorded toward the end of the fiscal year, when more information that is accurate is available regarding the transfer actually required.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: H.18.
SUBJECT: Introduction and First Reading of an Ordinance adopting the 2019 California Existing Building Code (Title 24; Parts 8, 10, and 12)

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only an ordinance adopting by reference the 2019 Edition of the California Building Standards (California Code of Regulations, Title 24; Parts 8, 10, and 12), consisting of the 2019 California Existing Building Code.

Staff Contact:

Joel Luevano, Chief Building Official - (530) 661-5825; joel.luevano@cityofwoodland.org

Report **in** **Brief:**

In 2013 the California Existing Building Code was part of Volume 2 of the California Building Code. In 2016 it was separated, however the previous Building Official did not include them in the previous code adoption, nor were they included in last month's code adoption.

Background:

Every three years, the various State and National Building Codes are revised to reflect the latest in building and fire safety standards. In 2019, the State's Building Standards Commission approved for adoption the following codes: 2018 International Building Code, 2017 National Electrical Code, 2018 Uniform Mechanical Code, the 2018 Uniform Plumbing Code, and the 2018 International Existing Building Code. Other codes being adopted by the City are the Uniform Housing Code, the Uniform Security Code, and the Uniform Code for the Abatement of Dangerous Buildings with amendments.

According to California law, the 2019 California Building Standards Code applies to a building permit application submitted on or after the effective date to all occupancies throughout the state. The revised code will go into effect on January 1, 2020; the full text of all code material is available for public inspection in the Building Officials office.

Conclusion:

Staff recommends that the City Council waive the first reading and read by title only an ordinance adopting by reference the 2019 Edition of the California Building Standards (California Code of Regulations, Title 24; Parts 8, 10, and 12), consisting of the 2019 California Existing Building Code.

Prepared By: Joel Luevano, Chief Building Official

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



Paul Navazio
City Manager

Attachments:

1. 2019 California Existing Building Code Adoption ORDINANCE - 1st reading

CHAPTER 15.04

BUILDING CODES

Sections:

- 15.04.010 Adoptions of the Codes and Related Appendices**
- 15.04.020 Violation of Codes – Penalties**
- 15.04.030 Amendments to the California Building Code**
- 15.04.040 Amendments to the California Electrical Code**
- 15.04.050 Amendments to the California Mechanical Code**
- 15.04.060 Amendments to the California Plumbing Code**
- 15.04.070 Amendments to the Uniform Code Abatement of Dangerous Buildings**
- 15.04.080 Amendments to the Uniform Housing Code**
- 15.04.090 Amendments to the Uniform Security Code**
- 15.04.100 Amendments to the California Residential Code**
- 15.04.110 Amendments to the California Green Building Standards Code**
- 15.04.120 Amendments to the California Existing Building Code**

Sec. 15.04.010 Adoption of Codes

- (a) The 2019 Edition of the California Building Code contained in Part 2 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the International Building Code published by the International Code Council, together with Chapter 1, is hereby adopted by reference as the Building Code of the City of Woodland;
- (b) The 2019 Edition of the California Residential Code contained in Part 2.5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the International Residential Code published by the International Code Council, is hereby adopted by reference as the Residential Code of the City of Woodland;
- (c) The 2019 Edition of the California Electrical Code contained in Part 3 of Title 24 of the California Code of Regulations, which incorporates and amends the 2017 Edition of the National Electrical Code published by the National Fire Protection Association, is hereby adopted by reference as the Electrical Code of the City of Woodland;
- (d) The 2019 Edition of the California Mechanical Code contained in Part 4 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as the Mechanical Code of the City of Woodland;
- (e) The 2019 Edition of the California Plumbing Code contained in Part 5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2018 Edition of the Plumbing Code published by the International Association of Plumbing and Mechanical Officials, together with and Appendix I, not included in the 2018 California Plumbing Code, is hereby adopted as the Plumbing Code of the City of Woodland;
- (f) The 2019 Edition of the California Green Building Standards contained in Part 11 of

Title 24 of the California Code of Regulations is hereby adopted as the Green Building Standards Code of the City of Woodland;

- (g) The 2019 Edition of the California Existing Building Code contained in Parts 8, 10, and 12 of Title 24 of the California Code of Regulations is hereby adopted as the Existing Building Code of the City of Woodland;
- (h) All appendices of the aforementioned Codes that have also been adopted by any state agency will be enforced by the City of Woodland as applicable.
- (i) The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials, is hereby adopted by reference as the Dangerous Buildings Code of the City;
- (j) The Uniform Housing Code, 1997 Edition published by the International Conference of Building Officials, as referenced and adopted by the California Department of Housing and Community Development in Title 25 of the California Code of Regulations pursuant to Sections 17958, 17958.5, 17958.7, 17958.9 and 17959 of the California Health and Safety Code is hereby adopted by reference as the Housing Code of the City;
- (k) The Uniform Security Code, 1997 Edition published by the International Conference of Building Officials, is hereby adopted by reference as the Security Building Code of the City;
- (l) The above-identified codes in this Section 15.04.010 (hereinafter collectively referred to as the "Codes") are adopted for the purpose of prescribing regulations for the erection, construction, modification, repair, maintenance, demolition, use and occupancy of buildings and structures. One copy of each of the Codes shall be maintained for use and examination of the public in the Office of the Building Official.

Sec. 15.04.020 Violation of Codes - Penalties

Violation of any provision of the Codes shall subject the violator to any or all of the following: suit for civil remedy or criminal penalty, or the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

The criminal penalty for the first or second offense shall be punishable as an infraction as defined by the California Penal Code, as amended from time to time. The criminal penalty for a third offense or more, shall be punishable as a misdemeanor as defined by the California Penal Code, as amended from time to time. Nothing in this paragraph shall be construed as precluding the application of the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

Sec. 15.04.030 Amendments to California Building Code

The provisions of this Section 15.04.030 shall constitute local amendments to the cross-referenced provisions of the 2019 Edition of the California Building Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.030.

- (a) Section 105.3 is amended by adding Item 8 at the end of the text of that section to read as follows:

“8. The permittee or his authorized agent shall provide a list of the subcontractors whose services are required and will be part of the prime contract. The permittee, who shall be the owner of the improvements for which the permit is to be issued or the general contractor who has assumed the prime contract shall be responsible for the fees for all permits required for the completion of improvements for which the building permit applied for is to be issued. None of the forgoing shall be construed to prevent subcontractors from applying for and receiving permits upon payment of fees in accordance with other applicable ordinances.”

- (b) Section 105.5 is deleted and replaced with the following:

“**105.5 Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months, per California Health and Safety Code 18938.5-6, after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 12 months. A permit will be considered abandoned if the department has no record of inspections for a period of 12 months. Every permit issued by the Building Official under the provisions of this code shall expire and become null and void two years from the date of issuance, with the exception of plumbing, electrical, and mechanical repair or alterations, and building maintenance repairs which shall expire and become null and void one year from the date of issuance. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 12 months each. The extension shall be requested in writing and justifiable cause demonstrated.”

- (c) Section 109.2 is amended by adding at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.

In addition, Capital Improvement Facilities Fees shall be as set forth below.

(1) Facilities Fees.

- (i) Capital improvement facilities fees are hereby established as a condition of the issuance of building permits in the city. In addition to the citywide capital improvement facilities fee (the major projects financing plan fee or “MPFP”), the Spring Lake infrastructure fee (“SLIF”) is hereby established as a condition of the issuance of building permits in the Spring Lake specific plan area. The City Council shall, by separate resolutions, set forth the specific amounts of the MPFP and the SLIF, identify the specific public improvements to be financed thereby, describe the estimated costs of these facilities, describe the reasonable relationship between such facilities and the various types of new developments,

and describe the relationship between the need for the public facility and the various types of new developments.

- (ii) Facilities fees shall be paid by each applicant concurrent with the issuance of a building permit.
- (2) Limited Use of Facilities Fees. The revenues raised by payment of these facilities fees shall be placed in separate and special accounts, and such revenues, along with any interest earnings on each account, shall be used solely to:
 - (i) Pay for the City's future construction of each category of facilities described in the resolution enacted pursuant to Section 108.2(1)(i) above, or to reimburse the city for those facilities identified in the resolution which have been constructed by the city with funds advanced from other sources;
 - (ii) Reimburse developers who have installed such identified facilities which are oversized with supplemental size, length, or capacity; or
 - (iii) Allow temporary borrowing between categories of facilities fee accounts, consistent with Government Code Section 66006(a).
- (3) Supplemental Fees. An applicant may propose a project, the impact upon public facilities of which, in the judgment of the director of public works, is significantly greater than that used to calculate the standard fees. The director of public works may make such a determination on a case-by-case basis and may impose a supplemental fee on such project.

The determination shall be made based upon the application for a development permit, or upon the application for a building permit if no development permit is required, and any additional information requested by the director of public works. The director of public works may require the developer to submit engineering data, calculations, or other project information which is necessary to make a determination pursuant to this paragraph.

- (4) Administrative Guidelines. The City Council shall, by resolution, adopt Administrative Guidelines to provide procedures for the calculation, adjustment, reimbursement, credit, deferral, or waiver of the Capital Improvement Facilities Fees. However, in no event shall facilities fees be waived unless an alternative source of funding to replace the fees has been secured.”
- (d) Section 114 is amended to read as follows:

“Section 114 Violations

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The building official is authorized to serve a notice of violation

or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Section 15.04.020 of the Woodland Municipal Code.”

- (e) Section 406.3.1 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“All concrete driveways designed to access Group U occupancies associated with private garages or carports shall be constructed with the following requirements:

- (i) The minimum thickness of concrete driveway slabs supported directly on the ground shall not be less than 4 inches.
- (ii) The minimum concrete mix shall be 5 sacks per cubic yard of concrete.
- (iii) The concrete driveway shall be reinforced with not less than No.3 bar at 18 inches on center in both directions placed at mid height of the slab or an approved alternate.
- (iv) The concrete driveway shall be underlain by a minimum of 3 inches of gravel base material.”

- (f) Section 1907.1 is amended by deleting and replacing the first paragraph with a new paragraph to read as follows:

“1907.1 General. The thickness of concrete floor slabs supported directly on the ground shall not be less than 4 inches (101.6 mm). A 10-mil (0.010 inch; 0.25 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab. The minimum concrete mix shall be 5 sacks per cubic yard of concrete. The floor slab shall be reinforced with a minimum No. 4 bar 18 inches on center in both directions. All soils having a Plasticity Index (PI) of 15 or greater, determined in accordance with ASTM D

4318, shall be considered expansive requiring floor slabs designed complying with CBC 1808.6.2.”

- (g) The following local regulation related to asphalt paving (not involving regulations contained in the California Building Standards Code) is hereby adopted to include the following requirements for asphalt paving:

- “(i) The minimum structural section of on-site asphalt paving shall be 3 inches of asphalt concrete over 8 inches of Class II aggregate base.
- (ii) The Class II aggregate base shall be compacted to a minimum 95% over subgrade compacted to 92 %.
- (iii) The shipping areas, or other areas paved in anticipation of regular truck traffic, the minimum structural section shall be based upon the recommendations of the certified soils engineering report according to an appropriate traffic index for the anticipated use.”

Sec. 15.04.040 Amendments to California Electrical Code

The provisions of this Section 15.04.040 shall constitute local amendments to the cross-referenced provisions of the 2019 Edition of the California Electrical Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.040.

- (a) Section 89.108.4.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

Sec. 15.04.050 Amendments to California Mechanical Code

The provisions of this Section 15.04.050 shall constitute local amendments to the cross-referenced provisions of the 2019 Edition of the California Mechanical Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.050.

- (a) Section 1.8.4.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

Sec. 15.04.060 Amendments to California Plumbing Code

The provisions of this Section 15.04.060 shall constitute local amendments to the cross-referenced provisions of the 2019 Edition of the California Plumbing Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.060.

- (a) Section 104.3.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each application shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

- (b) Section 609.3 is amended by adding, at the beginning of the text of that section, a new paragraph to read as follows:

“Water piping within a building shall not be installed in or under a concrete slab resting on the ground without prior approval of the Building Official.”

Sec. 15.04.070 Amendments to the Uniform Code for the Abatement of Dangerous Buildings

The provisions of this Section 15.04.070 shall constitute local amendments to the cross-referenced provisions of the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.070.

- (a) Section 201 is amended, by adding at the end of the text of that section, the following new subsections:

“201.4 Authority to Disconnect Utilities. The Building Official or the Building Official's authorized representative shall have the authority to disconnect a utility service or energy supplied to the building, structure or building equipment therein regulated by this Code, or the City of Woodland’s Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code, in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection immediately thereafter.

201.5 Authority to Condemn Building Service Equipment. When the Building Official ascertains that building service equipment regulated in the City of Woodland’s Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code has become hazardous to life, health, or property, or has become unsanitary, the Building Official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit of compliance with

such order. Defective building service equipment shall not be maintained after receiving such notice. When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises. When any building service equipment is maintained in violation of the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code, and in violation of a notice issued pursuant to the provisions of this section, the Building Official shall institute appropriate action to prevent, restrain, correct, or abate the violation.

201.6 Connection after Order to Disconnect. Persons shall not make connections from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.”

(b) Section 302 is hereby deleted and replaced to read as follows:

“Section 302 Dangerous Buildings.

For the purpose of this code, the words set out in this section shall have the following meaning:

- A. “Abandoned building or structure” means any building or structure which has not been actively utilized for a lawful purpose, which has not been maintained, and which has not been rendered inaccessible to members of the public by boarding or similar means, for a continuous period of not less than six months.
- B. A “dangerous building or structure” means that the condition or defect hereinafter described exists to the extent that life, health, property or safety of the public or its occupants are endangered:
 - (1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size, or is not so arranged as to provide safe and adequate means of exit in case of fire or panic;
 - (2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of a fire or panic;
 - (3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the city building code for new buildings of similar structure, purpose or location;
 - (4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the city building code for new buildings of similar structure, purpose or location;
 - (5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;

- (6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the city building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the city building code for such buildings;
- (7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction;
- (8) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement or instability of any portion to the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse;
- (9) Whenever for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used;
- (10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb-line passing through the center of gravity does not fall inside the middle of one-third of the base;
- (11) Whenever the building or structure, exclusive of the foundation, shows thirty-three percent or more damage or deterioration of its supporting member or members, fifty percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings;
- (12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated through lack of maintenance, as to become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
- (13) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion, less than fifty percent, or in any supporting part, member or portion less than sixty-six percent of the strength, fire-resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location;
- (14) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise is determined by the code enforcement officer, to be unsanitary, unfit for human habitation or in such condition that is likely to cause sickness or disease;
- (15) Whenever any building or structure, because of obsolescence, dilapidated condition,

deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, faulty gas connections or heating apparatus, faulty construction, or other cause, is determined by the code enforcement officer to be a fire, health, or safety hazard;

(16) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure;

(17) Wherever any building or structure is abandoned.”

Sec. 15.04.080 Amendments to Uniform Housing Code

The provisions of this Section shall constitute local amendments to the cross-referenced provisions of the 1997 Edition of the Uniform Housing Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this chapter.

Chapter 10 is hereby deleted and replaced to read as follows:

“Section 1001 Definitions

1001.1 General. Any building or portion thereof that is determined to be an unsafe building in accordance with Section 1.1.2 of the California Building Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section and the definition of “substandard building” as set forth in the state of California, Health and Safety Code 17920.3, as amended, to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard a building.

1001.2 Inadequate Sanitation shall, include but not limited to, the following:

1. Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.
2. Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
3. Lack of, or improper kitchen sink.
4. Lack of hot and cold running water to plumbing fixtures in a hotel.
5. Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
6. Lack of adequate heating.
7. Lack of, or improper operation of required ventilating equipment.
8. Lack of minimum amounts of natural light and ventilation required by this code.
9. Room and space dimensions less than required by this code.
10. Lack of required electrical lighting.

11. Dampness of habitable rooms.
12. Infestation of insects, vermin or rodents as determined by the code enforcement officer.
13. Visible mold growth, as determined by a code enforcement officer, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.
14. General dilapidation or improper maintenance.
15. Lack of connection to a functional sewage disposal system.
16. Lack of adequate garbage and rubbish storage and removal facilities as determined by the code enforcement officer.
17. Lack of an adequate and safe water supply.

1001.3 Structural Hazards shall include, but not limited to, the following:

1. Deteriorated or inadequate foundations.
2. Defective or deteriorated flooring or floor supports.
3. Flooring or floor supports of insufficient size to carry imposed loads with safety.
4. Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
5. Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
6. Members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
7. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
8. Fireplaces or chimneys which list, bulge or have settled, due to defective materials or deterioration.
9. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
10. Cesspools and septic tanks which are structurally unsound.

1001.4 Any nuisance. Any condition constituting a nuisance in Chapter 9.04.

1001.5 Hazardous Electrical wiring. Electrical wiring that was installed in violation of code requirements in effect at the time of installation or electrical wiring not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not being used in a safe manner.

1001.6 Hazardous Plumbing. Plumbing that was installed in violation of code requirements in effect at the time of installation or plumbing not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not free of cross-connections or siphonage between fixtures or that is not being used in a safe manner.

1001.7 Hazardous Mechanical Equipment. Mechanical equipment, including vents, that was installed in violation of code requirements in effect at the time of installation or mechanical equipment not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good and safe condition.

1001.8 Faulty Weather Protection shall include, but not limited to, the following:

1. Deteriorated, crumbling, or loose plaster.
2. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken window or doors.
3. Defective or lack of weather protection for exterior wall coverings, including lack of paint or weathering due to lack of paint or other approved protective covering.
4. Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

1001.9 Fire Hazard. Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

1001.10 Faulty Materials of Construction. All materials of construction, except those which are specifically allowed or approved by this code and the Building Code, and which have been adequately maintained in good and safe condition.

1001.11 Hazardous or unsanitary premises. Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

1001.12 Inadequate Maintenance. Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance in accordance with the attest edition of the Building Code.

1001.13 Inadequate Exits. All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy. When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

1001.14 Inadequate Fire-protection or Firefighting Equipment. All buildings or portions

thereof not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fireextinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

1001.15 Improper Occupancy. All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

1001.16 Inadequate Structural Resistance. Any building or portion thereof that is determined to be an unsafe building due to inadequate structural resistance to horizontal forces in accordance with the Building Code.”

“Substandard building: includes a building not in compliance with Health and Safety Code Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered or converted in violation of those requirements in effect at the time of construction, alterations, or conversion.”

Sec. 15.04.090 Amendments to Uniform Security Code

The provisions of this Section shall constitute local amendments to the 1997 Edition of the Uniform Security Code.

(a) Section 1020 is hereby added to read as follows:

“Section 1020 Residential Buildings.

C. Street numbers and other identifying data shall be displayed as follows:

- (1) All residential dwellings shall display a lighted street number in a prominent location on the street side of the residence entrance in such a position that the number is easily visible to approaching emergency vehicles. The numerals shall be no less than four inches in height. If the house number is located on the garage wall it shall be on the wall closest to the front entrance.
- (2) There shall be positioned at each entrance of a multiple-family dwelling complex an illuminated diagrammatic representation of the complex which shows the location of the viewer and the unit designations within the complex. In addition, each individual unit within the complex shall display a prominent identification number, not less than four inches in height and illuminated which is easily visible to approaching vehicular and/or pedestrian traffic.
- (3) The above two sections may be modified by the Fire Marshal.

D. Lighting in multiple-family dwellings shall be as follows:

- (1) Aisles, passageways, and recesses related to and within the building complex

shall be illuminated with an intensity of at least twenty-five one hundredth foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.

- (2) Open parking lots and carports shall be provided with a maintained minimum of one foot-candle of light on the parking surface during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.”

- (b) Section 1021 is hereby added to read as follows:

“Section 1021 Commercial Buildings.

- (a) Windows shall be deemed accessible if less than twelve feet above ground. Accessible windows having a pane exceeding ninety-six square inches in an area with the smallest dimension exceeding six inches and not visible from a public or private thoroughfare shall be protected in the following manner:
 - (1) Fully tempered glass or burglary resistant glazing (Fire Department approval required); or
 - (2) The following window barriers may be used but shall be secured with non-removable bolts:
- (b) Inside or outside iron bars of at least one-half-inch round or one by one-quarter-inch flat steel material spaced not more than five inches apart and securely fastened; or
- (c) Inside or outside iron or steel grills of at least one-eighth inch material with not more than a two-inch mesh and securely fastened.
 - (1) If a side or rear window is of the type that can be opened, it shall, where applicable, be secured on the inside with either a slide bar, bolt, crossbar, auxiliary locking device, and/or padlock with hardened steel shackle, a minimum four pin tumbler operation.
 - (2) The protective bars or grills shall not interfere with the operation of opening windows if such windows are required to be openable by the Building Code or by the Fire Code for required access openings for firefighting purposes. (Fire Department approval required).
- (d) All exterior transoms exceeding ninety-six square inches on the side and rear of any building or premises used for business purposes shall be protected by one of the following:
 - (1) Fully tempered glass or rated burglary resistant glazing (Fire Department approval may be required); or
 - (2) The following barriers may be used but shall be secured with non-removable bolts:

- i. Outside iron bars of at least one-half inch round or one by one-quarter-inch flat steel material, spaced no more than five inches apart and securely fastened, or
- ii. Outside iron or steel grills of at least one-eighth inch with not more than a two-inch mesh and securely fastened;
- iii. The protective bars or grills shall not interfere with the operation of opening the transoms if such transoms are required to be openable by the Building Code.

(e) Roof openings shall be equipped as follows:

- (1) All skylights on the roof of any building or premises used for business purposes shall be provided with:
 - i. Rated burglary resistant glazing; or
 - ii. Iron bars of at least one-half-inch round or one by one-fourth-inch flat steel material under the skylight and securely fastened.
 - iii. Steel grill of at least one-eighth-inch material with a maximum two-inch mesh under the skylight and securely fastened.
- (2) All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows:
 - i. If the hatchway is of wooden material, it shall be covered on the inside with at least sixteen U.S. gauge sheet metal, or its equivalent, attached with screws.
 - ii. The hatchway shall be secured from the inside with a slide bar or slide bolts. (Fire Department approval required.)
 - iii. Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.
- (3) All air duct or air vent openings exceeding ninety-six square inches on the roof or exterior walls of any building or premises used for business purposes shall be secured by covering the same with either of the following:
 - i. Iron bars on at least one-half inch round or one by one-fourth inch flat steel material spaced no more than five inches apart and securely fastened; or
 - ii. Iron or steel grills of at least one-eighth-inch material with a maximum two-inch mesh and securely fastened.
- (4) If the barrier is on the outside, it shall be secured with bolts which are non-removable from the exterior.
- (5) The above (3) and (4) must not interfere with venting requirements creating a

potentially hazardous condition to health and safety or conflict with the provisions of the Building Code or Mechanical Code.

- (f) Permanently affixed ladders leading to roofs shall be fully enclosed with sheet metal to a height of eight feet. This covering shall be locked against the ladder with a case hardened hasp, secured with non-removable screws or bolts. Hinges on the cover shall be provided with non-removable pins when using pin-type hinges. If a padlock is used, it shall have a hardened steel shackle, locking at both heel and toe, and a minimum five pin tumbler operation with non-removable key when in an unlocked position.
- (g) A building located within eight feet of utility poles or similar structures which can be used to gain access to the building's roof, windows, or other openings shall have such access area barricaded or fenced with materials to deter human climbing.
- (h) The following standards shall apply to lighting, address identification and parking areas:
 - (1) The address number of every commercial building shall be internally illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than six inches in height. This standard may be modified by the Fire Marshal.
 - (2) All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one foot-candle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s).
 - (3) Open parking lots, and access thereto, providing more than ten parking spaces and for use by the general public, shall be provided with a maintained minimum of one foot-candle of light on the parking surface from dusk until the termination of business every operating day.”

Sec. 15.04.100 Amendments to the California Residential Code

The provisions of this Section 15.04.100 shall constitute local amendments to the cross-referenced provisions of the 2019 Edition of the California Residential Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.100.

- (a) Section R105.3 is amended by adding Item 8 at the end of the text of that section to read as follows:

“8. The permittee or his authorized agent shall provide a list of the subcontractors whose services are required and will be part of the prime contract. The permittee, who shall be the owner of the improvements for which the permit is to be issued or the general contractor who has assumed the prime contract shall be responsible for the fees for all permits required for the completion of improvements for which the building permit applied for is to be issued. None of the forgoing shall be construed to prevent subcontractors from applying for and receiving permits upon payment of fees in accordance with other applicable

ordinances.”

- (b) Section R105.5 is deleted and replaced with the following:

“Section R105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 12 months. A permit will be considered abandoned if the department has no record of inspections for a period of 12 months. Every permit issued by the Building Official under the provisions of this code shall expire and become null and void two years from the date of issuance, with the exception of plumbing, electrical, and mechanical repair or alterations, and building maintenance repairs which shall expire and become null and void one year from the date of issuance. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 12 months each. The extension shall be requested in writing and justifiable cause demonstrated.”

- (c) Section R108.2 is amended to read as follows:

“R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, the fee for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

- (d) Section R113 is amended to read as follows:

“Section R113 Violations.

R113.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

R113.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a detail statement or a plan approved thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

R113.3 Prosecution of violation. If the notice of violation is not complied with in the time prescribed by such notice, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

R113.4 Violation penalties. Any person who violates a provision of this code or fails to

comply with any of the requirements thereof or who erects, constructs, alters or, repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Section 15.04.020 of the Woodland Municipal Code.”

- (e) Section R403.1.8 is amended by deleting the “Exception” and replacing with:
“**Note:** Refer to Section R506 for alterations, additions, and accessory buildings.”

- (f) Section R506 is amended by adding after the section heading:
“**Note:** This section is limited to alterations, additions, and accessory buildings.”

- (g) Section R506.1 is amended to read as follows:

R506.1 General. Concrete slab-on-ground floors shall be a minimum 4 inches (101.6mm) thick (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2.

- (h) Section R506.2.3 is deleted and replaced with the following:

“**R506.2.3 Vapor retarder.** A 10 mil (0.010 inch; 0.25 mm) polyethylene or approved vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where no base course exists.

Exception: The vapor retarder may be omitted:

1. From detached garages, utility buildings and other unheated accessory structures under 400 square feet.
2. For unheated storage rooms additions having an area of less than 70 square feet (6.5 m2) and carports.
3. From driveways, walks, patios and other flatwork not likely to be enclosed and heated at a later date.
4. Where approved by the building official, based on local site conditions.”

- (i) Section R506.2.4 of the California Residential Code is **deleted and replaced with the following:**

“**R506.2.4 Reinforcement support.** Where provided in slabs on ground, reinforcement shall be supported to remain in place from the center to upper one third of the slab for the duration of the concrete placement. Reinforcement shall be a minimum of #4-bar at 18 inches on center in both directions.”

Sec. 15.04.110 Amendments to California Green Building Standards Code

The provisions of this Section 15.04.110 shall constitute local amendments to the cross-

referenced provisions of the 2019 Edition of the California Green Building Standards Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.110.

Sec. 15.04.120 Amendments to California Existing Building Code

The provisions of this Section 15.04.120 shall constitute local amendments to the cross-referenced provisions of the 2019 Edition of the California Existing Building Standards Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.120.

5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

6. Publication. The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published 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 with 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.

7. Effective Date. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect on January 1, 2020 which is to be no less than thirty (30) days from and after the date of its final passage and adoption.

8. CEQA. The City Council finds that the changes made to the Codes are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire. Therefore, it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

PASSED AND ADOPTED by the City Council this 19th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodríguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Attached Exhibit A

Exhibit A

Findings to Support Amendments to the 2019 Edition of the California Building Standards Code

This Exhibit A provides the express findings and determinations (where necessary pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5) justifying the City of Woodland's amendments to the 2019 Edition of the California Building Code, the 2019 Edition of the California Electrical Code, the 2019 Edition of the California Mechanical Code, the 2019 Edition of the California Plumbing Code and the 2019 Edition of the California Residential Code (codified in Title 24 of the California Building Standards Code) as reasonably necessary because of local climatic, geologic or topographic conditions.

Sec 15.04.030 Amendments to California Building Code

Amendment Section, pursuant to Ord. No.	Building Code Section Impacted	Amendment	Justification (see below key to justifications)
Sec. 15.04.030	Section 105.3	Adds text regarding subcontractors and permits	A
Sec. 15.04.030	Section 105.5	Deletes and replaces the text regarding expiration of permits	A
Sec. 15.04.030	Section 109.2	Adds text authorizing permit fees, as established by separate City Council resolutions	A
Sec. 15.04.030	Section 114	Amends text regarding violations and penalties	A
Sec. 15.04.030	Section 406.3.1	Adds text regarding concrete driveways	B
Sec. 15.04.030	Section 1907.1	Deletes and replaces the first paragraph regarding concrete floor slabs	B
Sec. 15.04.030	N/A	Adds local language related to asphalt paving	B

Sec 15.04.040 Amendments to California Electrical Code

Amendment Section, pursuant to Ord. No.	Electrical Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 15.04.040	Section 89.108.4.2	Adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A

Sec 15.04.050 Amendments to California Mechanical Code

Amendment Section, pursuant to Ord. No.	Mechanical Code Section Impacted	Amendment	Justification (see below For justifications)
Sec. 15.04.050	Section 1.8.4.2	Adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A

Sec 15.04.060 Amendments to California Plumbing Code

Amendment Section, pursuant to Ord. No.	Plumbing Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 15.04.060	Section 1.8.4.2	Deletes text and adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A
Sec. 15.04.060	Section 609.3	Adds text regarding installation of water piping	C

Sec 15.04.100 Amendments to California Residential Code

Amendment Section, pursuant to Ord. No.	Plumbing Code Section Impacted	Amendment	Justification (see below For justifications)

Sec. 15.04.100	Section R105.3	Adds text regarding subcontractors and permits	A
Sec. 15.04.100	Section R105.5	Deletes and replaces the text regarding expiration of permits	A
Sec. 15.04.100	Section R108.2	Deletes text and adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A
Sec. 15.04.100	Section R113	Amends text regarding violations and penalties	A
Sec. 15.04.100	Section R403.1.8	Deletes text and adds text regarding foundations and floor slabs	B
Sec. 15.04.100	Section R506	Adds text regarding a note that this section refers to alterations, additions and accessory buildings	B
Sec. 15.04.100	Section R506.1	Deletes and replaces text regarding concrete floor slabs	B
Sec. 15.04.100	Section R506.2.3	Deletes and replaces text regarding vapor retarders	B
Sec. 15.04.100	Section R506.2.4	Deletes and replaces text regarding reinforcement for ground slabs	B

Justifications KEY: Findings to Support Amendments to California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code and California Residential Code

A - This amendment is necessary for administrative clarification, and does not modify a building standard pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5. This amendment establishes administrative standards for the effective enforcement of the building standards in the City of Woodland.

B - This amendment is reasonably necessary because of the following local climatic, geological, or topographical conditions:

- (i) Local soil conditions (clay soils) tend to be highly expansive, thereby subject to shrinking and swelling during seasonal drying and wetting conditions, and can cause damage to the foundation and other parts of a structure;

- (ii) The minimum requirements set forth in the amendment is a more restrictive standard, which will better avoid damage due to the pumping action caused by local expansive soils;
- (iii) The type and thickness of the materials set forth in the amendment are more restrictive and will better prevent damage, which can occur from the local condition of highly expansive soils in the City of Woodland.

C - This amendment is reasonably necessary because of the following local climatic, geological, or topographical conditions:

- (i) City of Woodland is within an active seismic area;
- (ii) Local soil conditions (clay soils) tend to be highly expansive (i.e. shrink—swell behavior);
- (iii) The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of the soil;
- (iv) City of Woodland has hard water, which is corrosive to ferrous and non-ferrous metals;
- (v) The ground water table is unusually high in many places;
- (vi) Therefore, restrictions on the installation of water piping in or under a concrete slab floor as set forth in the amendment is a more restrictive standard which will better prevent damage which can result from these local conditions described here in items (i) through (v).



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: I.19.
SUBJECT: Community Development Block Consolidated Plan: 2020 – 2024

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) receive a staff report on the process and outreach efforts for the 2020 – 2024 Community Development Block Grant (CDBG) Consolidated Plan; 2) provide staff with initial comments on funding priorities for the upcoming Consolidated Plan period; and 3) adopt Resolution No. _____, reallocating \$3,000 in existing CDBG funds and approving the following funding increases for the FY20 CDBG program: \$500 each for Empower Yolo Shelter Services, Yolo Community Care Continuum New Dimensions Supported Housing, and Meals on Wheels Yolo County and \$1,500 for Yolo Wayfarer Center Emergency Shelter.

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

Fiscal Impact:

There is no impact to the General Fund. The City may use up to 20 percent of its annual CDBG entitlement funding plus any CDBG Program Income (repaid CDBG loans) for administration and planning-related costs while existing CDBG funds are proposed for reallocation.

Background:

CDBG Five-Year Consolidated Plan

Every five years, the Department of Housing and Urban Development (HUD) requires cities and counties that receive CDBG funding on an annual basis, known as “entitlement” jurisdictions, to adopt a new five-year Consolidated Plan, which identifies a jurisdiction’s overall housing and community development needs and provides a strategy to address those needs. CDBG funds must be used to provide affordable housing and services for vulnerable and lower-income persons and to eliminate conditions of blight from the community. The Consolidated Plan is a five-year strategic planning document and it also establishes a short-term investment plan that outlines the intended use of CDBG, HOME (HOME Investment Partnership), and ESG (Emergency Shelter Grant) entitlement funds in a one-year Action Plan, the first year of the Consolidated Plan. Currently, the City receives CDBG funds on an annual basis as an entitlement jurisdiction. The City’s 2015-2019 Consolidated Plan, was adopted by the City Council on May 19, 2015 and is now due to be updated.

The Consolidated Plan consists of four parts: **(1) Introduction** - Describes the purpose of the plan, identifies the lead agency, describes the citizen participation process, and the public comments received on the Draft Consolidated Plan. **(2) Housing and Community Development Needs Assessment** - This section contains statistical and analytical information that provides an overall picture of the City's housing and community development needs. The housing section describes market conditions and housing needs, the nature and extent of homelessness and the needs of special populations. Other community development needs are also presented. **(3) Housing and Community Development Strategic Plan** - This section is the cornerstone of the Consolidated Plan, the implementation plan for the City. The Housing and Community Development Strategic Plan describes the anticipated needs within the City based on the Needs Assessment, and outlines priority

housing and community development strategies and programs to address priority needs. **(4) Action Plan, One-Year Use of Funds** - This section describes the actions the City plans to undertake in Program Year 2020-2024 to address priority needs identified in the Strategic Plan section of the Consolidated Plan.

Discussion:

1. CDBG Five-Year Consolidated Plan

Public Engagement

Public engagement is one of the most important steps in the Consolidated Plan process because it allows community residents and service providers a way to highlight the areas of the community that have the most pressing needs for funding. Input from residents and service providers will play a significant role in determining where CDBG funds will be allocated over the course of the next five years.

Surveys

Resident surveys in English and Spanish will be made available to Woodland residents in order to gather data regarding the areas in which the community has the greatest need. Emphasis will be placed on the participation of low-income and otherwise disadvantaged individuals as well as those living in multi-family affordable housing developments.

In order to garner a high degree of participation, surveys will be made available in several ways. The survey will be made available via the City of Woodland website, and a link to the survey will be included on the City of Woodland Facebook page for the Community Services Department. A separate service provider survey will be distributed to Woodland-based service providers as well as service providers that provide services in Woodland but are based outside of the City. Resident surveys will be also distributed to service providers for use by their clients. Residents and service providers will be able to return surveys in person, through mail, and as an email attachment. Copies of the resident surveys will be available at the Woodland Community and Senior Center, the Woodland Public Library, and the Woodland City Hall.

Community Meetings

Four to six community meetings will be held to present the current CDBG funding priorities and discuss with residents funding priorities for the 2020-2024 Consolidated Plan. Residents will have opportunities to ask questions about the CDBG program and voice their concerns and desires on the future allocation of funding. Potentially, resident and service provider survey results received to date will be also reviewed.

High Priority Needs from 2015-2019 Consolidated Plan with Funded Programs and Projects

The current consolidated plan contains twelve high priority needs which are listed below and include funded programs and projects as well as the recipients of the program and project funding.

Public Facilities

- **Public Facilities and improvements (general, including accessibility for physically disabled - ADA):** ADA Accessibility Program, City of Woodland; Re-roof, Yolo Family Services Agency; Affordable Housing Project – Interior Rehabilitation, Friends of the Mission; Re-roof/HVAC, Empower

Yolo; Scout Cabin ADA Ramp, Scouting Associates; Cottonwood Meadows Stairwell/Siding, New Hope Community Development Corporation; Walter's House HVAC Replacement, Friends of the Mission; On-Site Therapeutic Playground, CommuniCare Health Centers;

Cooling Tower, St. John's Retirement Village; Restrooms Rehabilitation, Yolo Wayfarer Center; Re-roof Building 515-516, St. John's Retirement Village; Safe Harbor Rehabilitation; Yolo Community Care Continuum; Library ADA Restrooms Upgrades, City of Woodland; ADA Restroom Building, Sacramento Valley Historical Railways; and Outdoor Wellness Space, CommuniCare Health Centers.

- **Youth Centers:** No activities funded.
- **Parks:** No activities funded.
- **Recreational Facilities:** No activities funded.
- **Rehabilitation of Single Family Homes:** No activities funded.
- **Rehabilitation Administration (single family rehabilitation program):** No activities funded.

Public Services

- **Emergency Food and Shelter for the Homeless and At-Risk Homeless:** Emergency Shelter Services, Yolo Wayfarer Center; New Dimensions Supported Housing, Yolo Community Care Continuum; Home Delivered Meals to Low Income Seniors, Meals on Wheels Yolo County; Shelter Services, Empower Yolo; Woodland Homeless Prevention Program, Short Term Emergency Aid Committee; MediCal and CalFresh Enrollment and Retention, Yolo County Children's Alliance; and Nourish Yolo Capacity Enhancement Project, Yolo Food Bank.
- **Youth Services:** Teen Success, Planned Parenthood Mar Monte.
- **Employment Training:** No activities funded.
- **Crime Awareness:** No activities funded.
- **Fair Housing Activities:** Fair Housing Hotline, Legal Services of Northern California.
- **Health Services:** Health Care for Uninsured Youth and Adults, CommuniCare Health Centers; Project Hope for Children, Northern California Children's Therapy Center; and MediCal and CalFresh Enrollment and Retention, Yolo County Children's Alliance.

1. Analysis of Impediments to Fair Housing Choice

The Sacramento Valley Fair Housing Collaborative which includes the City of Woodland is conducting a regional housing and economic opportunity study, Analysis of Impediments to Fair Housing Choice

(AI). An AI with goals specific to the City will be submitted with the City’s upcoming Consolidated Plan.

2. Reallocation of FY20 CDBG Funds

The FY20 CDBG Action Plan allocates \$3,000 in public service funds for Ark Preschool’s Nutrition Program. Ark Preschool notified the City in early November it will no longer be using the funds. As a result, \$3,000 is available for reallocation to other CDBG activities and staff recommends the following reallocations to activities that serve the food and shelter needs of the Woodland community.

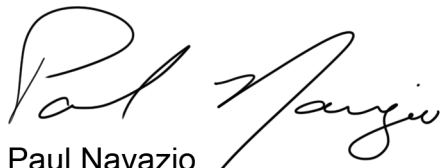
- Empower Yolo Shelter Services - \$500 increase, total allocation of \$6,500.
- Yolo Community Care Continuum - \$500 increase, total allocation of \$8,000.
- Meals on Wheels Yolo County - \$500 increase, total allocation of \$9,000.
- Yolo Wayfarer Center Emergency Center - \$1,500 increase, total allocation of \$11,000.

Conclusion:

Staff recommends that the City Council: 1) receive a staff report on the process and outreach efforts for the 2020 – 2024 Community Development Block Grant (CDBG) Consolidated Plan; 2) provide staff with initial comments on funding priorities for the upcoming Consolidated Plan period; and 3) adopt Resolution No. _____, reallocating \$3,000 in existing CDBG funds and approving the following funding increases for the FY20 CDBG program: \$500 each for Empower Yolo Shelter Services, Yolo Community Care Continuum New Dimensions Supported Housing, and Meals on Wheels Yolo County and \$1,500 for Yolo Wayfarer Center Emergency Shelter.

Public Contact:

Posting	of	the	City	Council	agenda.
Prepared Senior		by:		Dan	Sokolow Planner
Reviewed CSD Director		by:		Christine	Engel



Paul Navazio
City Manager

Attachments:

1. Nov 19, 2019 Reso

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE REALLOCATION OF \$3,000 IN COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS FOR THE CITY'S FISCAL YEAR 2020 CDBG PROGRAM**

WHEREAS, Empower Yolo Shelter Services, Yolo Community Care Continuum New Dimensions Supported Housing, Meals on Wheels Yolo County, and Yolo Wayfarer Center Emergency Shelter received Community Development Block Grant (CDBG) funding allocations through Woodland's FY20 CDBG Action Plan; and

WHEREAS, \$3,000 in CDBG funds is available for reallocation to public services activities after a subrecipient notified the City that it would not be using its funding allocation.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve the reallocation of \$3,000 in CDBG funds and the following funding increases for the FY20 CDBG Program: \$500 each for Empower Yolo Shelter Services, Yolo Community Care Continuum Supported Housing, and Meals on Wheels Yolo County and \$1,500 for Yolo Wayfarer Center Emergency Center.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: I.20.
SUBJECT: Apprenticeship Contract Requirements for Public Works Projects

Recommendation for Action: Staff recommends that the City Council receive a report on establishing an enhanced Apprenticeship Contract Requirement on selected City construction contracts.

Staff Contact

Paul Navazio, City Manager – 530 661-5800, paul.navazio@cityofwoodland.org

Background

This report has been prepared in response to the City Council's referral of a request from the Carpenters Local Union 46 related to Apprenticeship program requirements on City construction contracts.

Apprenticeship programs are generally a cooperative partnership between employers and the Department of Industrial Relations that provide a formal system of occupational training combining paid employment, on-the-job training, and often, post-secondary instruction, in order to develop a skilled workforce.

Existing construction contracts awarded by the City of Woodland are required to meet the apprenticeship program requirements established by the State Department of Industrial Relations which generally require contractors to notify applicable apprenticeship committees of scope of contract award and request the dispatch of apprentices in applicable trades. In addition, selected City of Woodland contracts that are funded in whole, or in part, by federal grants are also required to meet specific federal apprenticeship program requirements.

At the urging of the Carpenters Union, a small number of public agencies in our region have adopted local ordinances requiring participation by contractors in apprenticeship programs beyond the requirements provided in state law and by federal granting agencies.

This report provides an overview of existing apprenticeship requirements applicable to City of Woodland contracts and seeks City Council direction on whether to consider an ordinance amending the Municipal Code to provide more stringent apprenticeship program requirements for construction contracts awarded by the City of Woodland.

Discussion

Currently, state law (Labor Code section 1777.5) includes apprenticeship requirements that apply to all public works projects in the State where apprenticeable crafts are employed in the performance of the work. These requirements generally provide that after a contractor is awarded a public works contract, the contractor must notify all apprenticeship committees providing training to the apprenticeable crafts employed on the project within the geographic area of the project site within ten days of contract award and subsequently request the dispatch of apprentices from the same apprenticeship committees. If a contractor timely notifies the appropriate apprenticeship committees and requests dispatch of apprentices but the apprenticeship committees do not dispatch or dispatch fewer apprentices than requested, the contractor is still in compliance with the state apprenticeship requirements. In other words, the contractor does not have to actually have apprentices (or may

have fewer than requested) on the job but must request them after contract award.

Additionally, construction contracts awarded by the City that are funded in whole or in part by federal funds are required to comply with specified Federal Trainee Program or On-the-Job Training provisions. The goal of the federal program is not only to support and encourage workforce development, but also to provide training for women and minorities by upgrading job skills and increasing access to higher paying trade jobs and journey-level positions.

In general, for both state and federal job training requirements, the local agency is required to include the job-training requirements in the bid documents, ensure compliance with these requirements in all bids received by general contractors. The contractors are, in turn, responsible for the recruitment and selection of trainees.

It should be noted that not all publicly bid construction contracts require contractors to participate in apprenticeship programs. Apprenticeship requirements are imposed as a function of the type of work required to be performed, the dollar value of work to be performed by each specific trade and the duration of the project. Examples of contract work that is typically associated with apprenticeship programs include: bricklayers, carpenters, cement masons, electricians, equipment operators, ironworkers, among others.

Moreover, for projects funded by federal transportation dollars such as street and road construction, the apprenticeship program requirements include:

- If the proposed construction contract has less than 100 working days, no trainees and no Federal Trainee Program special provisions are needed.
- If the total construction contract has 100 working days or more, trainees are required based on the dollar value of each category of work (earthwork, masonry, carpentry, electrical, etc.), as follows:

COST FOR WORK CATEGORY	NUMBER OF TRAINEES	COST FOR WORK CATEGORY	NUMBER OF TRAINEES
< 400,000	0	16,000,000	15
≥ 400,000	1	18,000,000	16
700,000	2	20,000,000	17
1,000,000	3	23,000,000	18
1,500,000	4	26,000,000	19
2,000,000	5	29,000,000	20
2,500,000	6	33,000,000	21
3,000,000	7	37,000,000	22
4,000,000	8	41,000,000	23
5,000,000	9	45,000,000	24
6,500,000	10	50,000,000	25
8,000,000	11	> 50,000,000	*
10,000,000	12		
12,000,000	13		
14,000,000	14		
Over \$5,000,000 – add one trainee for every \$5,000,000			

A recent example of a City of Woodland construction contract where the federal training program requirements applied is the recently-completed Kentucky Avenue reconstruction. For that project, the general contractor, Teichert Construction, and its subcontractors employed a total of 42 apprentices. Records provided by Teichert suggest that of these, one apprentice trainee was a resident of Woodland, and three were residents of Yolo County. The remainder were from Sacramento, Yuba, Butte and Solano Counties.

Local Apprenticeship Program Requirements

The request of the Contractors Local Union 46 is for the City of Woodland to consider adoption of a local ordinance increasing the requirement for City contractors to participate in apprenticeship training programs with the goal of furthering broader workforce development objectives, and specifically increase the number of contracts (and contractors) required to include on-the-job training in trades and crafts.

Specifically, examples of public agencies who have adopted local apprenticeship program requirements include Yolo County, City of Davis and City of Dixon. In each case, the local apprenticeship requirement goes beyond the existing state requirement to merely register and request trainees through an approved apprenticeship program, but rather requires contractors to actually hire apprentices and demonstrate a track record (ie. 5 years) of consistent use of apprentices as an eligibility requirement to bid on a public contract.

Each of these agencies has also established varying thresholds for the value of contracts subject to local apprenticeship requirements. For example, while the City of Dixon requires apprenticeship program requirements for contracts over \$250,000, Yolo County has set the contract threshold at \$750,000. In contrast, the City of Davis does not appear to have a specific dollar threshold triggering their apprenticeship program requirement.

Local Hiring Preferences

Another area of interest expressed by the Council in referring this request to staff for review relates to the ability of the City to impose local hiring requirements for city contracts. Currently, the city has a local vendor preference for purchases of supplies and materials, but state law precludes the imposition of local hiring provisions in public work construction contracts. Instead, several cities include local hiring preferences in their bid documents for construction projects that seeks to encourage contractors to advertise and solicit workers who reside locally. In addition, some cities have negotiated legally-defensible “project labor agreements” for large construction projects. These are in effect agreements negotiated between the public agency and local labor unions that specify wages and terms of employment that, in turn, a contractor bidding on the project must adopt and adhere to.

Two examples identified by city staff include requirements enacted by the County of Monterey, which requires contractors to “*promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area*”, and the City of Watsonville, requiring that “*on all competitively bid public works construction projects with a projected construction cost of Six Hundred Thousand and no/100ths (\$600,000.00) Dollars or more, and employing workers in three (3) or more crafts, a project labor agreement should be used for the construction of such projects.*”

Next Steps

Staff is seeking Council direction as to whether to develop an ordinance establishing a local apprenticeship program requirement for City contracts that go beyond requirements already in place in state law and via federal program funding requirements.

Should the City Council direct staff to do so, staff would offer the following recommendations

- Establish a contract threshold of \$1,000,000 so as to exempt smaller projects where it is more likely that local, non-union, contractors compete for city construction projects.
- Local apprenticeship program requirements should preferably align with existing requirements in place for

federal programs, such as:

- o Apply to contracts that exceed 100 days in duration
- o Apply to individual trades with contract value in excess of \$400,000, pursuant to existing federal program guidelines
- Consider exempting water and sewer enterprise funded projects so as not to impose potential incremental costs on utility rate-payers.
- Direct staff to conduct outreach to the local contractor community to inform how best to establish program guidelines so as not to preclude local contractors from competing for city construction contracts.
- Direct the City Attorney to advise how best to advance Council's interest in promoting local hiring on city construction contracts.

Finally, staff would note that while compliance with existing state and federal job training programs is generally the responsibility of the State or Federal agencies who impose such requirements, compliance administration for any local requirements would be the responsibility of city staff. Moreover, based on a preliminary review of city contracts awarded over the past 12 months, there are relatively few contracts that would result in application of apprenticeship program requirements to projects that currently do not have some form of requirement.

Staff is unable to determine whether existing contracts where apprentices may have been requested by contractors, but not provided by applicable apprenticeship committees, would be impacted by more stringent program requirements.

Conclusion

Staff recommends that the City Council receive a report on establishing an enhanced Apprenticeship Contract Requirement on selected City construction contracts.



Paul Navazio
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: I.21.
SUBJECT: Update on Options for Relocation of Homeless Shelter

Recommendation for Action: Staff recommends that the City Council: 1) receive an update on staff's evaluation of options for relocating emergency shelter bed capacity, 2) provide feedback on the staff recommendation to proceed with the option of constructing a temporary shelter facility located on City-owned property at County Road 102 and East Beamer Street, and 3) direct staff to return to Council with cooperative agreements with Yolo County and Fourth and Hope as well as funding requirements to effect the relocation and to provide expanded services at the new location.

Staff Contact:

Fiscal Impact:

Background:

At its meeting of September 3, the Council received an update on the status of implementing a comprehensive Homeless Action Plan, to include specific initiatives to 1) develop increased housing opportunities for homeless residents, 2) enhance and expand emergency shelter capacity and services to meet the needs of the homeless population, and 3) efforts to manage the impacts of homelessness on the broader community. Among the areas of focus at the September meeting was a preliminary discussion of possible options to relocate existing emergency shelter bed capacity and services from the present location in downtown Woodland. Fourth and Hope currently operates its emergency shelter with a capacity of 68 beds at its facility located on Fourth Street, between Court Street and North Street. Additionally, in late 2018 – early 2019 the City and Yolo County partnered on a project to re-open the Old County Jail to provide an additional 30 shelter beds, on a temporary basis. The extended shelter (Old County Jail) is operated under an agreement with Fourth and Hope, which has been extended into January of 2020.

Concurrently, the City is working with Yolo County and other project partners on a long-term plan to develop the East Beamer Way Campus on City-owned property located at County Road 102 and East Beamer Street. This project, supported by a \$4.8 million grant from the State's No Place Like Home program envisions construction of 61 permanent-supportive housing units as well as the permanent relocation of Fourth and Hope's existing emergency shelter as well as the Friends of the Mission's Walter's House rehabilitation facility to the same site.

In conjunction with the most recent extension of the Extended Shelter MOU between the City and Yolo County, the City Council directed staff to return to Council with options for expediting the relocation of the existing shelter(s).

Discussion:

This report provides the Council with an update on the various options evaluated for expediting relocation of existing emergency shelter capacity, to include a recommendation supported by both City and Yolo County staff.

Staff studied four discreet options at three alternative sites for siting a 100-bed shelter:

- A. A potential site within an existing structure located within the City's industrial areas,
- B. A new temporary facility located just northwest of the City-owned property at County Road 102 and East Beamer Street
- C. Phasing of a permanent facility on the site of the same parcel as the proposed for the East Beamer Way Project, located at County Road 102 and East Beamer Street, and
- D. A comprehensive permanent facility on the site of the same parcel as the proposed East Beamer Way project, located at County Road 102 and East Beamer Street.

The essential criteria for comparing the benefits and costs of each site consists of the time required from a "go" decision to shelter occupancy, the development costs including non-recoverable funds, environmental, safety and other possible risks, and whether a site would further the objectives of developing the East Beamer Way Campus. In addition, a critical component of ongoing future emergency shelter operations is the scope and level of service to be provided at the facility. While this is a critical component with potentially significant funding implications, for the purpose of site selection, the service component is assumed to be largely uniform across each option and is thus not a primary determinant of site.

The following summarizes the options evaluated by staff:

- Temporary Shelter Option A, at least 5,000 square feet of non-partitioned building within the Industrial zone.
 - a. Approximately four months required from "go" to occupancy.
 - b. Roughly \$580,000 estimated costs for a two year lease, fit-out of the interior space, and the provision of portable food service, showers, laundry and toilets in the form of trailers.
 - c. The location, while closer to services, reduces the available industrial space with an already low vacancy.
- Temporary Shelter Option B, a temporary 5,000 square feet elevated structure, leased or purchased installed on an elevated area of the access road about 150 yards northwest of the proposed East Beamer Way site.
 - a. Approximately six months required from "go" to occupancy.
 - b. Roughly \$993,000 estimated costs to lease or purchase either a "Sprung"-type fabric structure or a panelized building (both demountable after use) set on a flood-elevated platform, and the provision of portable food service, showers, laundry and toilets in the form of trailers rolled on to the site.
 - c. The location, about 300 yards north of E. Beamer, is relatively close to water and sewer, with PG&E power across the street.
- Permanent, Phase 1 Shelter-Only Option C, 5,000 square feet of finished modular building on a concrete foundation, set on the padded, six acre East Beamer Way Campus site.
 - a. Approximately 12-plus months required from "go" to occupancy.
 - b. Roughly \$1,795,000 estimated costs construction and fit-out of the shelter only, requiring the provision of portable food service, showers, laundry and toilets prior to the construction of Phase 2, a second, attached modular building that will contain offices, food service, showers, a laundry and toilets
 - c. The location fronts E. Beamer, water and sewer, with PG&E power across the street.
- Permanent, Complete Shelter Option D, the addition of 5,000 square feet of finished modular building attached to the 5,000 square feet Shelter, set on the padded, six acre East Beamer Way Campus site.
 - d. Approximately 16-18 months required from "go" to occupancy.
 - e. Roughly \$3,000,000 estimated costs construction and fit-out of the space that will contain offices, food service, showers, a laundry and toilets.

f. The location fronts E. Beamer, water and sewer, with PG&E power across the street.

City staff has been coordinating with both County Staff as well as Fourth and Hope to assess evaluation criteria and develop cost estimates for construction and operation of the new shelter concepts. There is also a general understanding that the City and County will largely cost-share the capital costs for relocating the existing shelters, with funding for operations to be discussed pending further exploration and direction related to the scope and level of service contemplated at the new facility.

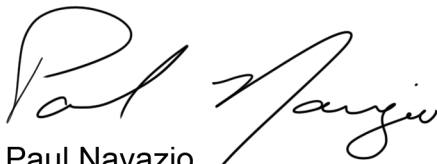
Based on a review of the information presented in this report, both City and County staff concur on advancing a recommendation to pursue Option B – the relocation to a temporary facility located on the City-owned property located at County Road 102 and East Beamer, immediately adjacent to the parcel identified as the future site of the East Beamer Way project.

It is staff's understanding that Fourth and Hope, while preferring to wait for the construction of a permanent shelter (Options C or D), understand the urgency of relocating shelter services and thus support Option B over a possible site within the industrial area. This option on the CR102 / East Beamer parcel is seen as accomplishing the goal of expediting relocation of the shelter(s) while still supporting the longer-term effort to fund and build the Campus which will include the Shelter, Walter's House, and the permanent supportive dwellings.

Conclusion:

Staff recommends that the City Council: 1) receive an update on staff's evaluation of options for relocating emergency shelter bed capacity, 2) provide feedback on the staff recommendation to proceed with the option of constructing a temporary shelter facility located on City-owned property at County Road 102 and East Beamer Street, and 3) direct staff to return to Council with cooperative agreements with Yolo County and Fourth and Hope as well as funding requirements to effect the relocation and to provide expanded services at the new location.

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

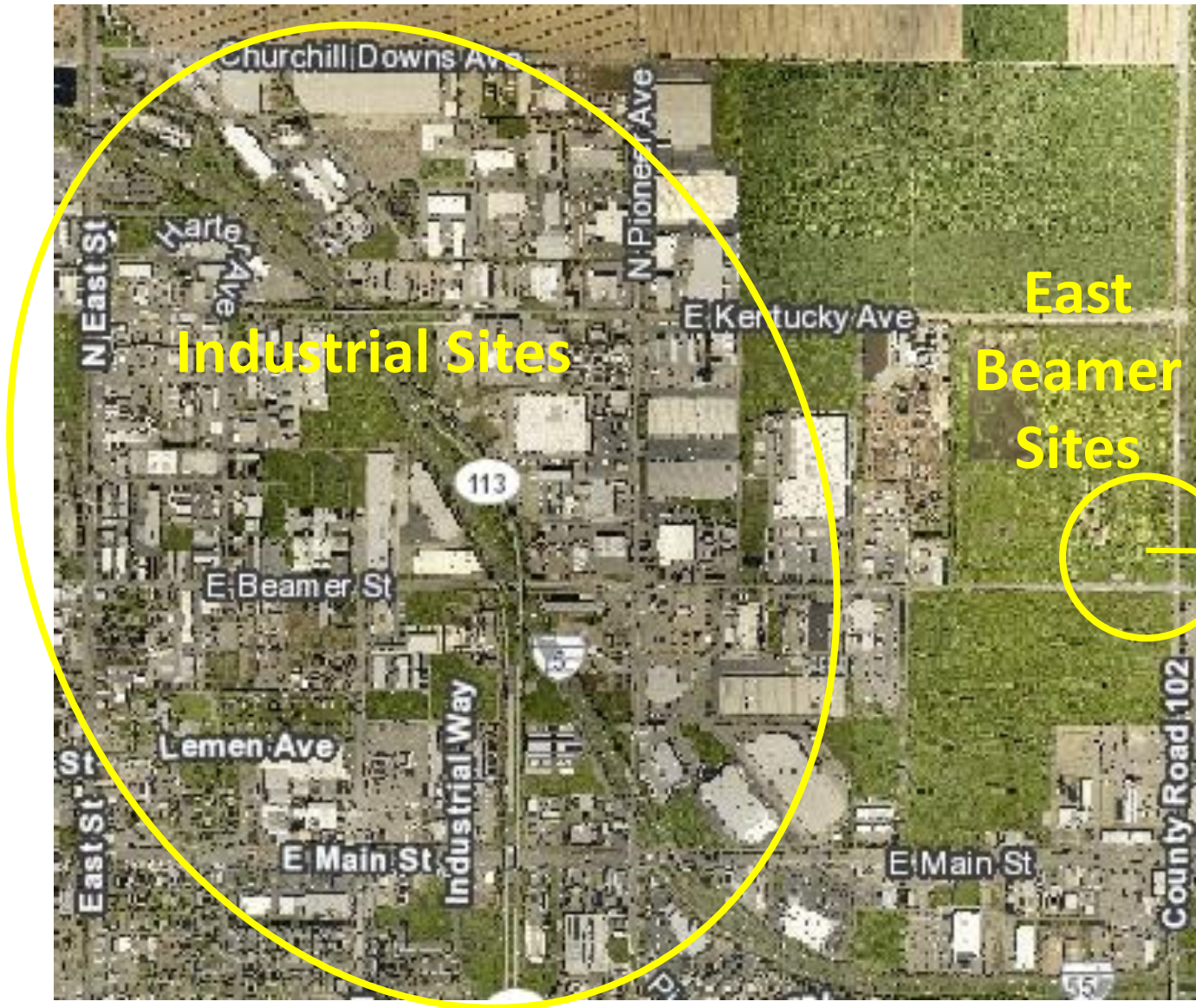


Paul Navazio
City Manager

Attachments:

1. Four Shelter Options

Temporary and Permanent Shelter Locations



102 E. Beamer Parcel

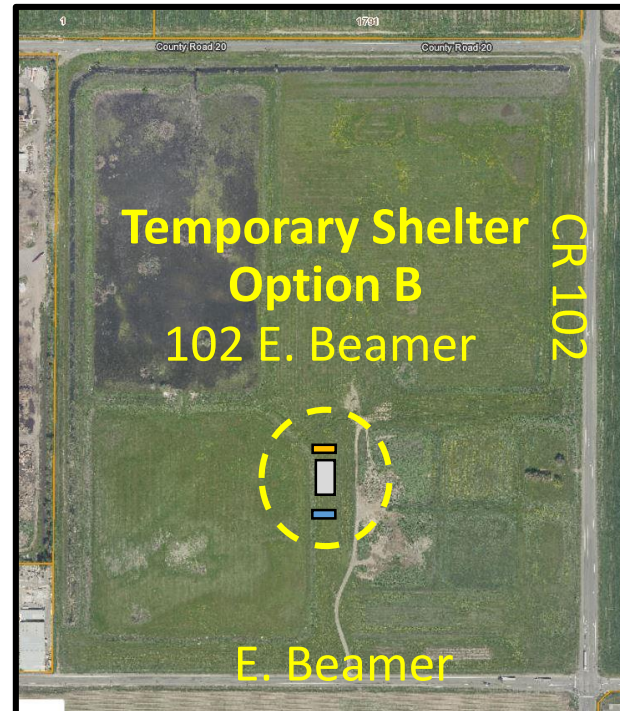
Option B
Temporary Shelter
on Elevated Platform
at Higher Ground

Options C and D
Permanent Shelter at
East Beamer Way on
Padded-Up Site Area





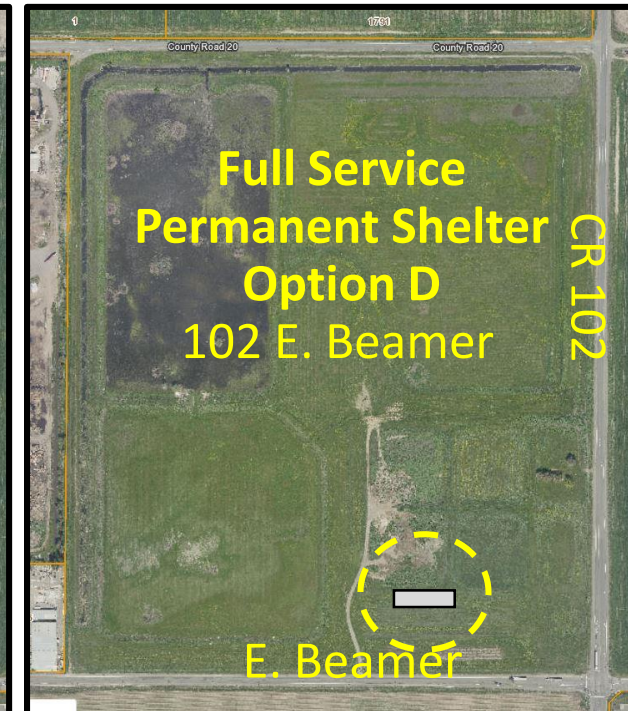
- 100 bed capacity
- About 5,000 SF, leased
- 4 months time estimate from “go” to occupancy
- \$580,000 estimated costs for 2 year lease, fit-out, portable food service, showers, laundry and additional toilets inside
- Closer to services but reduces industrial space



- 100 bed capacity
- Temporary 5,000 SF elevated structure, leased or purchased
- 6 months time estimate from “go” to occupancy
- \$992,800 estimated costs for structure, portable food service, toilets, showers and laundry
- Set near the Campus site



- 100 bed capacity
- Permanent 5,000 SF modular structure
- 12 months time estimate from “go” to occupancy
- \$1,795,000 estimated costs for site and building construction, portable food service, toilets, showers and laundry
- Set on the Campus site



- 100 bed capacity + services
- Complete, permanent 10,000 SF modular structure
- 16-18 months time estimate from “go” to occupancy
- \$3,000,000 estimated costs for site and building construction, internal food service, toilets, showers and laundry
- Set on the Campus site

Options for Relocation of Yolo Wayfarer Center's Emergency Shelter

Option	Location	Occupancy Beds	Total Time, Start to Occupancy	Occupancy Date	Entitlement Process	Entitlement Duration	Design Duration	Permitting Process	Permitting Duration	Construction Duration	Concerns and Benefits	Capital Costs	Recoverable Capital Costs (1-2)	Net Capital Costs	Annual Operational Costs (Not Included)	Total Capital Cost
A. Temporary Industrial	Industrial Building, Leased	100	4 months	4/1/2020	CEQA and either homeless shelter crisis declaration or possible GPA/ZTA if building located in industrial designated/zoned area	2 - 4 months	2 months, concurrent	City Building Permit for temporary use and construction of building improvements to create a shelter	21 days	3 months (for tenant improvements)	Finding suitable, code-compliant space; external services required; closer to amenities	\$580,000	\$105,000	\$475,000		\$580,000
B. Temporary 102 E. Beamer	102 E. Beamer Off Permanent Site, Temporary Structure	100	6 months (to be replaced with the permanent facility)	6/1/2020	CEQA and either homeless shelter crisis declaration or GPA/ZTA to permit limited number of emergency shelters in industrial designated/zoned areas	4 months	2 months, concurrent	City Building Permit for temporary use and construction of temporary site utilities, shelter platform and structure; permit for temporary food, toilet, shower, laundry and office services	21 days	3 months (Temporary platform and structure)	Sunk costs, transportation needed; external services required; can accommodate outside users; recyclable-reusable	\$992,800	\$278,900	\$713,900		\$992,800
C. Permanent 102 E. Beamer expedited for shelter only	102 E. Beamer, Permanent Shelter Structure on Permanent Site	100	12 months Permanent, Shelter Only, Phase 1, temporary services required	12/1/2020	CEQA, NEPA and GPA/Zoning Text Amendment to permit emergency shelters in industrial designated/zoned areas (or County may initiate land use changes to permit the shelter)	6 months	3 months, concurrent	City or County Building Permit for permanent use and construction of on and off site improvements and building with permit for temporary food, toilet, shower, laundry and office services	21 days	9 months (sitework, foundation and single structure)	Transportation needed; external services required; can accommodate outside users; no sunk costs	\$1,795,000	\$152,500	\$1,642,500		\$1,795,000
D. Permanent 102 E. Beamer complete shelter facility	102 E. Beamer, Permanent Complete Structure on Permanent Site	100	16-18 months Complete Permanent Shelter, Phases 1 and 2	3/1/2021	CEQA, NEPA and GPA/Zoning Text Amendment to permit emergency shelters in industrial designated/zoned areas (or County may initiate land use changes to permit the shelter)	6 months	4 months, concurrent	City or County Building Permit for permanent use and construction of on and off site improvements and building with all internal food, toilet, shower, laundry and office services	32 days	14 months (sitework, foundation, and two structures)	Transportation needed; can accommodate outside users; no sunk costs	\$3,000,000	\$22,500	\$2,977,500		\$3,000,000
Assumptions and Backup																
1	Recoverable Costs: Temporary 102 E. Beamer's structure may be sold to others after annual use, or leased from Sprung Structures. Food, sanitary, and office trailers, and fencing may be purchased and sold to others after use or rented.															
2	Capital Costs for annual food, sanitary, and related services: 1. Food service (kitchen) trailer with dish/pot washing, cooler, freezer 2. Toilets and shower trailers including ADA units 3. Laundry trailer or service 4. If Sprung, 40 feet office trailer 5. Portable generator or PG&E temporary power (new utility pole, cable across Beamer, new transformer and temporary service panels). PG&E service request could require four month lead time or longer to manifest but is necessary for Options C and D, and preferred for Option B.															
3	Operational Costs Not Included: Transportation - The residents will require transportation assistance based on need. The nearest existing public bus stop operated by the Yolo County Transportation District is 0.83 miles from East Beamer Way. To reduce this distance to less than a half mile, FOM, in collaboration with the City of Woodland and the Yolo County Transportation District (YCTD), devised transit alternatives in anticipation of the opening of East Beamer Way. These options include adding a stop less than half-mile from the project, at E. Main and County Road 102, an extension of the 212/214 loop; and deploying a micro-transit system such as West Sacramento's VIA that would bring on-demand transportation to the site. Utility and Maintenance - Power, water, Waste Management and other operational costs not included. Management and Operations: Staffing, insurance, and other costs required to operate the Shelter not included.															
Cost Breakdown																
Option	Design / Engr	Site / Off Site Prep	Water/Sewer	Power	Purchase or 24 Month Lease Structure or Industrial Space	Construction / Erection	Suppl. Const.	Purchase Food Service with Cooler, Dishwasher	Purchase Toilets	Purchase Showers	Purchase Laundry	Purchase Office	Purchase Fencing	Washing / Water	Services Subtotal	Total
A. Temporary Industrial	\$15,000	\$5,000	\$0	\$0	\$150,000	\$150,000	None	\$75,000	\$80,000	\$50,000	\$55,000	Internal	NA	Internal	\$260,000	\$580,000
B. Temporary 102 E. B.	\$15,000	\$5,000	\$80,000	\$75,000	\$225,000	\$85,000	\$175,000	\$75,000	\$80,000	\$50,000	\$55,000	\$8,000	\$34,800	\$30,000	\$332,800	\$992,800
C. Permanent shelter only	\$100,000	\$285,000	\$80,000	\$100,000	\$925,000	\$0	None	\$75,000	\$80,000	\$50,000	\$55,000	Internal	\$45,000	Internal	\$305,000	\$1,795,000
D. Complete shelter facility	\$200,000	\$625,000	\$80,000	\$100,000	\$1,950,000	\$0	None	Food, toilets, showers, offices. Included	Internal	Internal	Internal	Internal	\$45,000	Internal	\$45,000	\$3,000,000



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: I.22.
SUBJECT: Encampment Ordinance

Recommendation for Action: Staff recommends that the City Council Introduce by title only and waive first reading of an ordinance adding Chapter 9.50 to the Woodland Municipal Code related to encampments on City Property.

Staff Contact

Paul Navazio, City Manager – 530 661-5800, paul.navazio@cityofwoodland.org

Background

The City of Woodland has been working diligently on advancing our Homeless Action Plan that entails a number of initiatives and strategies for addressing the core issue of homelessness. While the Plan is based on the City Council-approved “Housing First” principles, it also recognizes the need to expand access to temporary shelter facilities and the array of social services required to serve our homeless population. The Homeless Action Plan also includes specific initiatives to help address the impacts of homelessness on our broader community, largely through the work of our Police Department’s Homeless Street Team.

Like all communities across the state, the City of Woodland is challenged by the fact that some of the tools that we have historically relied upon to help balance the needs and rights of homeless individuals with the rights of others in the community have been hampered by recent changes in State law, as well as applicable case law. Examples would include traditional “camping” ordinances that have been rendered largely unenforceable by the “Boise” decision (currently on appeal to the United States Supreme Court).

It is within this context that the City and County staff have been engaged in collaborative discussions to explore options for better managing the impacts of homelessness on County-owned property located within the City of Woodland. An example of this coordination is exploring possible approaches for updating our respective local ordinances to assist in addressing impacts of homelessness, provided that such ordinances are legal, enforceable and consistent with the overall objectives of our homeless efforts.

Recently, the Yolo County Board of Supervisors enacted an ordinance, based on an existing City of San Francisco ordinance, prohibiting the placement of tents or temporary structures on County-owned property. The proposed ordinance presented for City Council consideration would extend the same prohibition to City-owned property to ensure consistency in local ordinances affecting activities on public property within the City of Woodland.

Discussion

Both the City and the County continue to experience an increase in encampments on their property, most recently on the County property adjacent to the Old County Courthouse. These encampments pose potential threats to the health and safety for the people living in them as well as to others using our public spaces and the adjoining neighborhoods.

Furthermore, tents and other erected structures may provide a shield for illegal activities and are not customary or traditional uses for public spaces. Therefore, the City and County have been seeking strategies to discourage encampments on public properties in a reasonable and humane manner that protects the property interests of affected individuals and ensures they will be informed of opportunities for County services relevant to their individual needs.

In response to the increased homeless population and presence of encampments, the County has been active in developing strategies to facilitate positive change in this area. County staff have been meeting with the City and 4th & Hope representatives to discuss the growing population and associated concerns as well as a strategy for meeting both the needs of those experiencing homelessness and for ensuring that the public parks and facilities remain safe places. County staff have researched strategies employed by other jurisdictions that provide strategies for reducing the presence of encampments and associated health and safety hazards.

These discussions have led to the development of the ordinance presented herein for Council consideration. The ordinance is based on a City of San Francisco ordinance regulating the same subject. If adopted, it would provide a tool for reducing encampments by allowing their removal after advance notice. The ordinance includes the following key provisions and guidance:

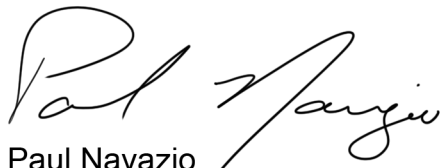
- Prohibition of encampments upon City property;
- Prior to being ordered to remove an encampment, occupants shall receive information regarding any housing, shelter, and other available health and human services;
- The ordinance may be enforced by the City's Code Enforcement Division, Parks and Public Works personnel, Police Department or other local law enforcement;
- Enforcing employees shall provide occupants with 24-hour notice of intent to remove any encampment and post a written notice of the intent to remove on or near the structure; and
- Personal property may be retained by occupant unless the items pose a health or safety risk or are considered contraband.

Importantly, the ordinance would not require individuals to leave City property—it regulates only encampments, as defined therein (generally tents or similar temporary structures). Also, no citations may be issued for a violation of this ordinance. Rather, it is solely intended to facilitate the removal of encampments and not to punish the occupants or to subject them to fines or other punitive measures. Additionally, this Ordinance, if adopted by the Council, would apply to any person using City-owned property, including individuals picnicking in a park who set up a shade structure. The Ordinance does, however, include an exception for people who have obtained a permit in advance.

As indicated above, City and County staff continue to be engaged in efforts facilitate solutions around homelessness and encampments, with the primary focus being the potential to accelerate development of the City's proposed supportive housing and shelter campus located at County Road 102 and East Beamer Street. Staff also participates in regular meetings between City and County staff to develop and offer pathways to permanent housing and strategies including ensuring steady income, health benefits, case management, and transitional housing leading to permanent housing with appropriate support to ensure success.

Conclusion

Staff recommends that the City Council Introduce by title only, waive first reading, of an ordinance adding Chapter 9.50 to the Woodland Municipal Code related to encampments on City Property.



Paul Navazio
City Manager

Attachments:

1. WOODLAND_ Ordinance re Homeless Encampments-c1_final

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND ADDING CHAPTER 9.50 TO THE CITY OF
WOODLAND MUNICIPAL CODE RELATED TO ENCAMPMENTS
ON CITY PROPERTY**

WHEREAS, the County of Yolo (“County” or “Yolo County”) recently adopted an ordinance that prohibits unlawful encampments on County property and authorizes the removal of such encampments when encampment occupants are provided notice and the opportunity to retrieve removed personal belongings (“County Ordinance”); and

WHEREAS, the City Council desires to add Chapter 9.50 to the Woodland Municipal Code to adopt language similar to the County Ordinance to make enforcement of encampments consistent in both the incorporated and unincorporated areas of Woodland.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES
HEREBY ORDAIN AS FOLLOWS:**

Section 1. Chapter 9.50 of the Woodland Municipal Code is hereby added in its entirety as follows:

CHAPTER 9.50.010: ENCAMPMENTS WITHIN THE CITY LIMITS

Sec. 9.50.010. - Authority and purpose.

- A. Encampments such as tents and other habitable structures persist and have become a problem on City property. Such encampments are unsafe and unhealthy for the people living in them, and they make public spaces and the adjoining neighborhoods intimidating, less safe, and less healthy for families, residents, and visitors to City facilities. The City already prohibits camping on public and private property in the City without permission, and the unregulated placement of tents and other habitable structures on City properties – including but not limited to parking lots, areas of ingress and egress, patios, and similar spaces – is not a traditional or customary use of these important public spaces.
- B. Maintaining accessible and safe access to City facilities for everyone is an important public safety objective. Tents and other habitable structures erected for temporary shelter often exhibit the following public safety hazards, all of which present public health risks and can become vectors for disease, illness, and rodents:
 - 1. solid waste from discarded food and other garbage;
 - 2. the presence of syringes;
 - 3. untreated human waste;

4. unsanitary food storage; and,
 5. lack of potable running water for personal hygiene.
- C. In addition to the foregoing concerns, tents and other habitable, temporary shelters provide a shield for criminal activity and expose members of the public and law enforcement to increased risk of assault and other threats to personal safety. This risk extends not only to members of the public seeking to access City facilities for lawful purposes, but also to nearby residents, business owners, and pedestrians.

Sec. 9.50.020. Definitions.

For purposes of this chapter, the following definitions shall apply.

"City property" means all real property owned or leased by the City or any agency or department thereof, irrespective of whether such real property is located within an incorporated area.

"Encampment" means a tent or any similar temporary structure consisting of any material with a top or roof or any other upper covering or that is otherwise enclosed by sides that is of sufficient size for a person to fit underneath or inside while sitting or lying down and includes the use of a tarp or other material tied to a structure or bush to create an enclosed area.

"Enforcing employee" means the employee of the City or Yolo County, authorized to enforce this chapter.

"Housing" shall mean placement in a Shelter or another housing option provided by the City or Yolo County.

"Personal Property" shall mean any tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, blankets, sleeping bags, personal items such as household items, luggage, backpacks, clothing, food, documents, and medication.

"Shelter" shall mean temporary shelter or another shelter option.

Sec. 9.50.030. - Prohibition.

It is unlawful to place an Encampment upon City property. This prohibition shall not apply to the placement of an Encampment on City property pursuant to and in compliance with a permit or other written authorization signed by the City Manager or other City employee with authority to provide such permits or authorizations.

Sec. 9.50.040. - Offer of Housing, Shelter and Services.

Prior to directing a person to remove an Encampment or prior to removing the Encampment, the Enforcing employee shall offer information to the occupant(s)

regarding any available Housing or Shelter and other health and human services that said employee reasonably believes are relevant to the occupant(s) and their individual circumstances.

Sec. 9.50.050. - Enforcement.

- A. The prohibition of Section 9.50.030 may be enforced by: (1) the Woodland Police Department, (2) the City's Code Enforcement Division, Parks and Public Works personnel, Police Department or other local law enforcement. The City Manager, or a department designated by the City Manager, may issue regulations or guidelines necessary or appropriate to aid in the enforcement and implementation of this chapter and may create any additional procedures consistent with this chapter necessary or appropriate to protect the property rights of individuals whose property is taken into custody pursuant to this chapter.
- B. All references to enforcement are to the process of implementing the prohibition of Section 9.50.030, as set forth in this chapter, and violations of this chapter do not constitute infractions, misdemeanors, or felonies. No citation may be issued for a violation of this chapter. As set forth in Section 9.50.080, below, nothing in this chapter is intended or shall be interpreted to limit or in any way constrain enforcement action (including, but not limited to, the issuance of citations) for other violations of federal, state, or local law occurring in connection with an Encampment.

Sec. 9.50.060. - Notices.

The Enforcing employee shall provide occupants of an Encampment notice of intent to remove the Encampment at least 24 hours in advance of any action to remove the Encampment. Notice shall be in writing and shall be served personally on the occupant(s) of the Encampment present when the Enforcing employee attempts to serve notice. In addition, the Enforcing employee shall post the notice on or near the Encampment, so as reasonably to communicate the notice to persons living at the Encampment but not present during the attempt to serve notice. The notice shall contain the following information:

- 1. the location of the Encampment;
- 2. the date and time notice was served or posted;
- 3. a statement that the Encampment violates this chapter;
- 4. an advisement that the City or County will remove the Encampment 24 hours after the date and time of the notice;
- 5. information about any Housing or Shelter and homeless services available for occupants of the Encampment and the phone number and address to contact in order to obtain the Housing or Shelter or other health and human services;

6. an advisement that any Personal Property remaining at the Encampment site when the Enforcing employee returns to remove the Encampment will be impounded for no fewer than 90 days and will be discarded thereafter if not claimed; and,
7. the address, phone number, and operating hours of the location where the Personal Property will be stored and may be retrieved and that the City or County will charge no fee for storage or retrieval.

Sec. 9.50.070. - Personal Property.

A person occupying an Encampment who is present at the time the Enforcing employee is removing the Encampment may retain his or her Personal Property except that items constituting an immediate threat to the health or safety of the public or items that constitute evidence of a crime or contraband may be seized, as permitted by law. Any Personal Property seized shall be stored for no less than 90 days, with the following exceptions:

1. Items that present a health or safety risk if stored, such as items soiled by bodily fluids, items that are moldy, items infested by insects or vermin, and food, need not be stored and may be discarded; and,
2. Items that constitute evidence of a crime or contraband may be seized and discarded, as permitted by law.

Sec. 9.50.080. - Other laws and orders.

Nothing in this chapter shall be construed to limit the City's or County's authority to enforce any other federal, state, or local law.

Section 2. Conflicting Laws. To the extent that there is any conflict between the provisions of this Ordinance and any provision of the Woodland Municipal Code, an ordinance, or a resolution or policy, all such conflicting provisions shall be superseded by this Ordinance.

Section 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 4. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

PASSED AND ADOPTED by the City Council this 19th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Xóchitl Rodriguez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: I.23.
SUBJECT: Update and Discussion Concerning Commercial Cannabis

Recommendation for Action: Staff recommends that the City Council receive an update concerning existing commercial cannabis regulations and business activity and a review of potential options for future ordinance amendments.

Staff Contact

Cindy A. Norris – cindy.norris@cityofwoodland.org – (530) 661-5911

Report in Brief

On December 5, 2017, the Woodland City Council approved the regulatory framework to allow commercial cannabis uses including land use zoning regulations, business permit requirements, fees for cost recovery, and review process. Ordinance 1629 added provisions related to the Zoning of commercial cannabis, Ordinance 1630 added a new chapter to the Municipal Code for commercial cannabis business permits and regulations and Resolution 6982 approved regulatory permit fees for commercial cannabis.

The City Council's initial direction regarding commercial cannabis provided for an incremental approach that would allow an assessment of overall impacts before consideration of allowing cannabis uses on a broader basis. The Council intended to regulate cannabis businesses in a measured and phased manner, which allows for an evaluation of impacts and benefits prior to moving forward on expanded uses or additional permits. This approach was informed by feedback from the Ad Hoc Cannabis Subcommittee (comprised of two members of the Council who met with two members of the Planning Commission), input from the Planning Commission and City Council, participation from interested parties, and review of regulations being adopted in other jurisdictions. While it has almost been two years since approval of the commercial cannabis ordinances, the first Conditional Use Permits were approved in October 2019 and the first business became operational just five months ago.

In this report, staff will provide a summary of the commercial cannabis efforts and permits issued to date as well as a review of possible further items for consideration as discussed by the Council's current Ad Hoc Cannabis Sub-Committee. Feedback by the City Council on the questions listed in the report will assist staff in drafting future regulatory amendments if, and when, determined appropriate.

A final component of this report will be an update concerning the Yolo County's Draft Environmental Impact Report and Cannabis Ordinance amendment process.

Background

Woodland Commercial Cannabis Regulations:

The City's Zoning Ordinance allows for consideration of up to six (6) conditional use permits (CUPs) for commercial cannabis uses, which may be located in the Industrial and Industrial/Light Industrial Flex Zones. The ordinance allows for consideration of commercial cannabis manufacturing, distribution and testing facilities. The City may issue a CUP either for an individual business, or multiple businesses may be issued a master CUP if the businesses are collocated on one site.

The Zoning Ordinance currently does not allow for storefront retail (dispensary) or retail delivery from businesses based in in Woodland. The ordinance also prohibits commercial cannabis cultivation (indoor and outdoor). Commercial cannabis uses may not be located any closer than 600 feet, as measured from parcel to parcel, to any sensitive use. A summary of the applicable regulations is as follows:

Pemit / License Category	Commercial		Personal	
	Medical	Adult / Rec	Medical	Adult / Rec
Cultivation				
Outdoor	N	N	N	N
Indoor	N	N	Y	Y
Manufacturing				
Volatile	Y	Y		
Non-Volatile	Y	Y		
Distribution	Y	Y		
Testing / Research Lab	Y	Y		
Retail				
Dispensaries (Store-front)	N	N		
Delivery Service (non Store-front)	N	N		
Out-of-Town Delivery Services	Y	Y		

It should be noted that while the City adopted permitting requirements pertaining to delivery services originating from non-Woodland businesses, recent regulations issued by the state's Bureau of Cannabis Control (BCC) have largely invalidated local control of delivery services. A number of cities have challenged the BCC regulations as being in direct conflict with the local control provisions contained in Proposition 64.

Moreover, while staff estimates that several dozen cannabis delivery services are serving the Woodland community, our initial outreach efforts to inform these businesses of the requirement to apply for a permit were curtailed as "interested" delivery businesses advised that they could not conform to the city's ban on cash-only transactions.

Woodland Cannabis Applications and Facilities:

To date, the City has issued three of the six allowed cannabis CUPs, providing for up to five individual businesses so far. Each individual business entity is also required to obtain a Cannabis Business Permit (CBP). In response to a completed application, the City Council approves the CUP for a possible cannabis business(es) location(s). The CBP is issued by staff upon completion of all regulatory requirements, including completion of tenant improvements and issuance of the applicable State operating license. Staff conducts an annual review of the CBPs and requires payment of an annual fee at the time of permit renewal.

A summary of the permits issued thus far is as follows:

Business	CUP Approved	CBP Issued	Annual Review Date	Status
Pro Terp Mfg	10/16/18	6/30/2019	6/30/2020	Operating
Tanforan Ventures Master CUP	10/16/18			
Ornex Dist		Not yet issued	*	Building permits issued (Initial CBP fee paid)
High Five Mfg		Not yet issued	*	Building permits issued (Initial CBP fee paid)
Testing				No Business proposed at this time
Epic Bros Mfg	3/5/19	9/2019	9/30/2020	Operating

*Note:

- A Cannabis Business Permit (CBP) is issued upon compliance with all requirements of the permit, including completion of improvements and issuance of a State license.
- An initial fee payment is due upon submittal of a CBP application. An annual review payment is due one year from issuance of the CBP.
- Monthly fees are collected once a CBP is issued and the business is operational.

As part of the regulatory review, the applicant is required to execute an operating agreement that includes a requirement for a monthly payment to the City based on an agreed upon percentage of their gross receipts for the previous month. All five of the approved business entities have executed operating agreements. Currently, the agreed upon monthly payment for the manufacturing and distribution entities is 5% of monthly gross receipts, or \$1,500 per month, whichever is greater.

Fiscal:

In March 2019, the Council approved a supplemental budget appropriation of \$231,250 to support administration and oversight of the City's Commercial Cannabis Business Program. This appropriation is supported by annual license fees collected in year one of the program (\$138,840) plus a portion of the required operating agreement revenues estimated to be collected this year.

Through October 31st, only \$3,000 has been collected from operating agreement revenues representing funds remitted by one business for two months at the \$1,500 minimum monthly level. Given that the two businesses who have been issued Cannabis Business Permits have only been operational for several weeks, staff anticipates the monthly operating agreement revenues to increase over the second half of the fiscal year.

With the first annual review of business licenses issued under the City's Commercial Cannabis Program, scheduled for June and September 2020, staff will be reviewing the current permit fee structure, with no changes proposed until that time.

Public Safety:

At this time, the Police Department has found no additional public safety issues as a result of the two operating commercial cannabis facilities. The businesses appear to have rigorously followed all the safety protocols and requirements imposed by the Municipal Code and the CUPs. Additionally, throughout their review and approval process, Police Department staff provided considerable support and supervision to the existing businesses, establishing a collaborative relationship between public and private entities..

In review of other communities that have allowed uses such as indoor cultivation and retail dispensaries and deliveries, staff found relatively few notable crime or safety concerns, largely due to the requirements placed on the businesses. As an example, dispensaries typically require a security guard on site at all times and use extensive security camera systems. In most instances, the theft or crimes reported were committed by internal staff activities rather than outside perpetrators.

The City of Davis has five operational retail locations which have been operating for the past year. Aside from one failed burglary attempt, which was thwarted based on the high security standard these facilities maintain,

there has been no significant criminal activity associated with the operation of dispensaries. Parking complaints and occasional false alarms are the only repetitive calls for service DPD has experienced.

Other law enforcement agencies have identified several benefits to the existence of dispensaries:

1. Dispensaries do not shy away from providing intel on illegal commercial operations.
2. Based on state law (and city ordinance), dispensaries maintain on-site security during business hours.
3. Remote access to surveillance video allows PD to monitor the business. It also provides more high quality video should activity occur in the area.
4. Davis has seen a reduction in transient/homeless activity in the areas near dispensaries. DPD has attributed this to on-site security.
5. Illegal delivery will decrease as local customers have a place they can go.
6. There is a potential for reduced grows (both indoor and outdoor) as people have access to high quality product without the work and expense.

Black Market Concerns

Although legal in California for nearly two years, the illegal market for cannabis remains a booming business in a state that produced over 13 million pounds of both legal and illegal product, exporting over a third out of state. Illegal sellers outnumber legal and regulated businesses almost 3-to-1 based on recent findings. In response, publications such as "Weedmaps" are now in violation of state law if they advertise unlicensed marijuana businesses. The United Cannabis Business Association, a statewide group of legal marijuana businesses, reports that 2,835 illicit sellers, including storefronts and delivery services, are operating statewide. Some blame the lack of legal retail locations and the cost of complying with state and local laws.

The cannabis industry contends that excessive taxes are a major contributing factor to the continued strength of the black market. In short, high taxes and excessive fees increase the cost to the end user making purchase through dispensaries and delivery services financially unrealistic.

Recent Medical Issues

Recently, media outlets have covered significant lung injury concerns related to the use of vaping cartridges. Several people have experienced injury and/or death after using vaping cartridges. In recent discussions with Woodland cannabis manufacturers, the addition of Vitamin E acetate to the cartridges was directly connected to these injuries. Vitamin E acetate is an additive which allows THC oils to be vaporized. Vitamin E acetate is being used in foreign produced cartridges due to a significant reduction in production cost. These cartridges are being purchased illegally through social media outlets. These cartridges were being sold at approximately an 80% discount over legitimately purchased cartridges. Additionally, these cartridges were more likely to be purchased by juveniles using parent credit card information.

The above information was validated by research conducted by the Center for Disease Control (CDC). CDC has confirmed the Vitamin E acetate connection and issued a public safety guidance. This is an example of the black market creating cheaper alternatives to legally purchased cannabis resulting in public safety concerns.

Ad Hoc Subcommittees:

The City Council recently re-established a two-member cannabis ad-hoc subcommittee composed of Mayor Rodriguez and Mayor Pro Tem Lansburgh. The Subcommittee has met on two occasions in October 2019 and discussed several of the items presented in this report

Community and Industry Input:

Over the last year, interested members of community and the cannabis industry have approached the City to request consideration for amendments to the current regulations. The requesters have asked that: 1) additional locations for cannabis manufacturing and distribution businesses be considered; 2) that retail dispensaries and delivery services be permitted; 3) that the City modify the application of the 600-foot buffer requirement; 4) cannabis-based special events be permitted, and 5) that the City review and reduce permit fees.

In addition, staff has had the opportunity to discuss proposed cannabis amendments with Dr. Lynn Silver MD, MPH, FAAP, Senior Advisor to the Public Health Institute, whose mission is to advance public health and equity in cannabis policy. The organization provides recommendations regarding cannabis policy including retail practices, marketing and taxation policy. Notations regarding their recommendations are included in the staff report. A document prepared by this organization, Principles for a Public Health and Equity Approach to Cannabis Regulation, is available here:

https://16b32f34-58c4-491a-92ab-86279a938ebf.filesusr.com/ugd/21178c_67acad5650804fe283ee9c66687f4acc.pdf

Discussion

The following section provides a brief overview of possible future regulatory considerations with regard to commercial cannabis. The report provides a summary of each issue/topic for City Council review and presents discussion questions associated with each topic area.

While this report is not suggesting that any of the proposed changes are imminent, modifications could be incorporated as part of the comprehensive zoning ordinance update if the City Council provides direction to do so. In addition, modifications to permitted areas and allowable locations for cannabis related business will help reform the pending Comprehensive Zoning update (Spring 2020).

Possible Zoning Amendments:

Indoor Cultivation

As part of the initial recommendation to the Council in 2017 staff suggested allowing indoor cultivation by commercial cultivators if that use was co-located with other permitted uses. Council chose to take a more measured approach and removed indoor cultivation from the initial ordinance which provided time to observe and review the initial commercial cannabis operations. In addition, the outdoor cultivators permitted in Yolo County could potentially partner with cannabis business operators in Woodland.

In the intervening time since approval of the City's ordinance, Yolo County embarked upon a review of its current cannabis ordinance and are evaluating potential amendments that may allow for an expansion of various commercial uses (discussed below).

Staff recently heard comments from industry experts that cannabis cultivated in greenhouses yields a product almost as high quality as cannabis grown indoors with artificial lighting, but with a much lower capital cost. These same experts support the vertical integration of the commercial cannabis industry, in which a business controls all aspects of the process, except testing, in one location can improve efficiencies.

With regard to the space needs of the cannabis industry, the City of Woodland's industrial vacancy rate has dropped as cannabis businesses have occupied existing industrial space. The City's current vacancy rate in the

Industrial zones is approximately 3.5 percent, which is quite low.

o Should the City allow indoor cultivation of commercial cannabis?

o If allowed, should restrictions be placed on the location and size of such operations?

Sub-Committee Direction

1) Defer action on allowing indoor commercial cultivation pending outcome of Yolo County's cannabis cultivation ordinance

2) Support limiting any future permitted commercial indoor cultivation to be co-located with existing cannabis uses (ie. avoid permitting stand-alone commercial indoor cultivation).

Retail Dispensaries / Deliveries

Retailers, commonly referred to as “dispensaries,” conduct retail sales of medical and/or recreational cannabis and related products to consumers. State law requires all retailers to operate from a physical premises, even if sales are performed exclusively through deliveries.

The City's current zoning prohibits storefront and delivery sales in the City, with the exception of retail deliveries originating from non-Woodland businesses.

Staff heard varying opinions regarding dispensaries. People in the industry complain about the significant backlog of available cannabis, and a lack of locations locally to accept the product. Data suggests that that California produces over 13 million pounds of cannabis per year, as compared to 3 million pounds consumed. In the model policy proposed by the Public Health Institute, for cities considering dispensaries, they recommend permitting based on a ratio of one dispensary per 22,000 population. Depending on the ratio used, this would result in a potential for 2 to 3 dispensaries in Woodland.

Public health advocates also recommend that communities limit retail to either storefront sales only, or to delivery only, but not both. One approach prioritizes limiting access to youth, while the other promotes ease of access to larger segment of the population. The argument is that combining storefronts and deliveries can saturate a small community and undermine the storefront dispensaries. Further, consideration for retail sales should include limiting the types of cannabis sold, by prohibiting both products and packaging that may be attractive to youth or children, such as candy edibles and flavored combustible products packaged to emulate popular treats or toys.

Based on industry and non-industry input, staff seeks Council's feedback on five dispensaries/deliveries questions:

- *Should consideration be given to allowing commercial cannabis retail uses whether in the form of dispensaries or deliveries or both?*
- *If considered or permitted, should there be a limit on the number of retail dispensaries?*
- *If considered or permitted, where should dispensaries be allowed to locate?*
- *If considered or permitted, how many delivery services (each which must be associated with a retail business, with or without a storefront)?*
- *Should limits be placed on the types of products that may be sold by dispensaries or deliveries?*

Sub-Committee Direction:

1) Sub-committee expressed openness to the possibility of allowing dispensaries

- 2) Preference is to defer action on retail for the time being
- 3) Permitted locations for retail sales should be deferred to comprehensive zoning update
- 4) Defer action on permitting deliveries from Woodland business pending outcome of legal questions related to local control
- 5) Some concern expressed over current law enforcement investigations of areas dispensaries (i.e. Sacramento)

Expanded Locations for Manufacturing, Distribution and Testing Commercial Cannabis Uses

The existing Zoning Ordinance limits commercial cannabis uses to the City's Industrial (I) and Industrial/Light Industrial Flex (I/LIF) zones. Staff received a request to allow expansion of manufacturing, distribution, and testing facilities in additional zoning districts, particularly the Corridor Mixed Use/Light Industrial Flex (RC/LIF) Zone, located at the northeast end of East Street and in a triangular shaped area north of Kentucky Avenue. A secondary area of consideration is the Regional Commercial/Light Industrial Flex district located south of Main Street and north of I-5 Freeway to the east and west of CR 102.

Of the three licensed cannabis businesses, the two existing operations only recently began production, and the third continues its completion of tenant improvements. These businesses prefer smaller sized industrial buildings or suites, found in limited supply throughout the Industrial area. Both the CMI/LIF and RC/LIF have a mix of light industrial interspersed with other uses, some in smaller spaces. If allowed in these additional zones, the commercial cannabis uses would be subject to the same regulations and performance standards as the current commercial cannabis uses are.

The issue for Council consideration in this area is as follows:

o Should Council consider allowing commercial cannabis manufacturing, distribution and test uses to locate in the CMU/LIF and/or RC/LIF zones?

Events

The Zoning Ordinance is silent on the matter of commercial cannabis special events. Staff interpreted the silence as if cannabis events are a non-permitted use. The City received requests to allow events on private and public properties including Velocity Island and the Yolo County Fairgrounds. Though the city has no jurisdictional control over the Fairgrounds, the State defers to local requirements because of the site's proximity to and impact within the City. Further, the Yolo County Sheriff's office, who has law enforcement jurisdiction over the Fairgrounds has also deferred past requests for cannabis event permits at the Fairgrounds to the City.

The public health community highly recommends prohibiting commercial cannabis special events as allowing such events normalizes the use of cannabis whether smoking, vaping, or otherwise consuming in public, particularly for youth.

The issue for Council consideration is as follows:

o Should regulations be added to the City's Zoning Code to explicitly restrict or prohibit special events in which commercial cannabis products are sold, sampled, or displayed at a public festival or similar large event?

Buffer Requirement:

A 600-foot radius buffer from uses such as k-12 schools, day cares and youth centers, provided in State Law, does not prohibit local jurisdictions from adopting a different radius distance from these or other sensitive uses. The City adopted a 600-foot buffer, which is measured from parcel line to parcel line, rather than from building to building. Areas in the I and I/LIF Districts affected by the buffer due to adjacent sensitive uses such as indoor sports activities and day care facilities limit possible commercial cannabis locations. Other jurisdictions have interpreted the buffer differently, as example, from building to building or door to door. Additionally, the Public Health Institute indicates that some jurisdictions use a larger buffer, such as 1,000 feet from sensitive uses such as schools or parks.

The issue for Council consideration is as follows:

o Should discretion be allowed in measuring the 600-foot buffer from an identified sensitive use, if the findings indicate insufficient risks to any minors that may be present at the location?

Hemp

Hemp is an agricultural product that is similar in appearance to cannabis, but it has a lower amount of tetrahydrocannabinol (THC), 0.3 percent or less.. The California Food and Agricultural code provides for the cultivation of industrial hemp by registered growers. As of January 1, 2019 the Agricultural Improvement Act removed hemp as a federally regulated and controlled substance. However, the manufacture of CBD products from hemp is not regulated by the state in a manner similar to cannabis. While California allows the manufacturing and sales of cannabis products (including edibles), the use of industrial hemp as the source of CBD products is prohibited. Senator Aguiar-Curry proposed AB 228, which would allow hemp derived CBD oil and CBD products to be used in food and cosmetics. This bill is still pending in the Legislature.

While the state may not currently provide criteria for the regulation of hemp CBD manufacturing, it is likely that legislation will pass in the future. A crucial regulation will likely require that hemp-derived CBD products be tested. However, this does not preclude a local agency from requiring testing or other review requirements.

The City of Woodland currently does not have regulations specifically related to Hemp. Generally, the manufacture of commercial hemp products are considered light industrial manufacturing which is permitted by right in several zoning districts (I, I/LIF, CMU/LIF, RC/LIF).

The issue for Council consideration is as follows:

o Should the manufacture of commercial hemp continue to be a by-right light industrial use, or should a discretionary review be required in order to allow for review and testing requirements?

Yolo County Draft EIR and Ordinance Amendment Process

Yolo County is in the process of updating its Cannabis Land Use Ordinance (CLUO). The public draft CLUO and related Draft Environmental Impact Report (DEIR) documents were released on October 25, 2019 for a 60-day review period. The public comment period will close on December 23, 2019, at 4:00 pm. A special meeting will be held on December 3, 2019, before the Yolo County Planning Commission to receive oral comments. Yolo County staff will be holding a series of public outreach meetings, including one to be held at the Woodland Community and Senior Center on December 10, 2019, at 6:00 pm. Additional meeting dates

may be found on the Yolo County web pages.

The CLUO DEIR analyzes five equal weight alternatives to provide the Board of Supervisors flexibility in deciding on a final set of regulations, which may combine different aspects of the regulations. (Attachments 3 and 4 provide a copy of the Citizen's Guide for Participation prepared by Yolo County) as well as a table summarizing the EIR Alternatives. The following is a summary of the five alternatives:

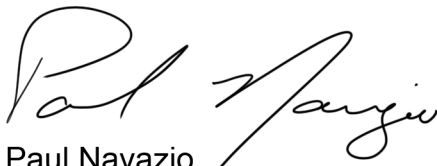
- Alt 1: Cultivation (Ancillary Nurseries and Processing Only) with Existing Limits (Existing Operations with CLUO) CEQA preferred alternative – 78 licenses.
- Alt 2: All License Types with Moderate Limits – 132 licenses
- Alt 3: All License Types with High Limits – 264 licenses
- Alt 4: Mixed-Light/Indoor License Types Only with Moderate Limits, No Hoop Houses or Outdoor Types – 132 licenses
- Alt 5: All license types with Moderate Limits, Within Agricultural Zones Only, No Retail – 130 licenses.

Summary

This report provides an overview of the current status of commercial cannabis in the City of Woodland and poses a number of discussion questions regarding possible future amendments to the City's current regulations. While this report is not suggesting that any of the proposed changes are urgent, it is possible that modifications can be incorporated as part of the comprehensive zoning ordinance update. Direction provided by City Council will help inform potential future recommendations.

Prepared by: Stephen Coyle, Deputy Community Development Director
Cindy A. Norris, Principal Planner

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

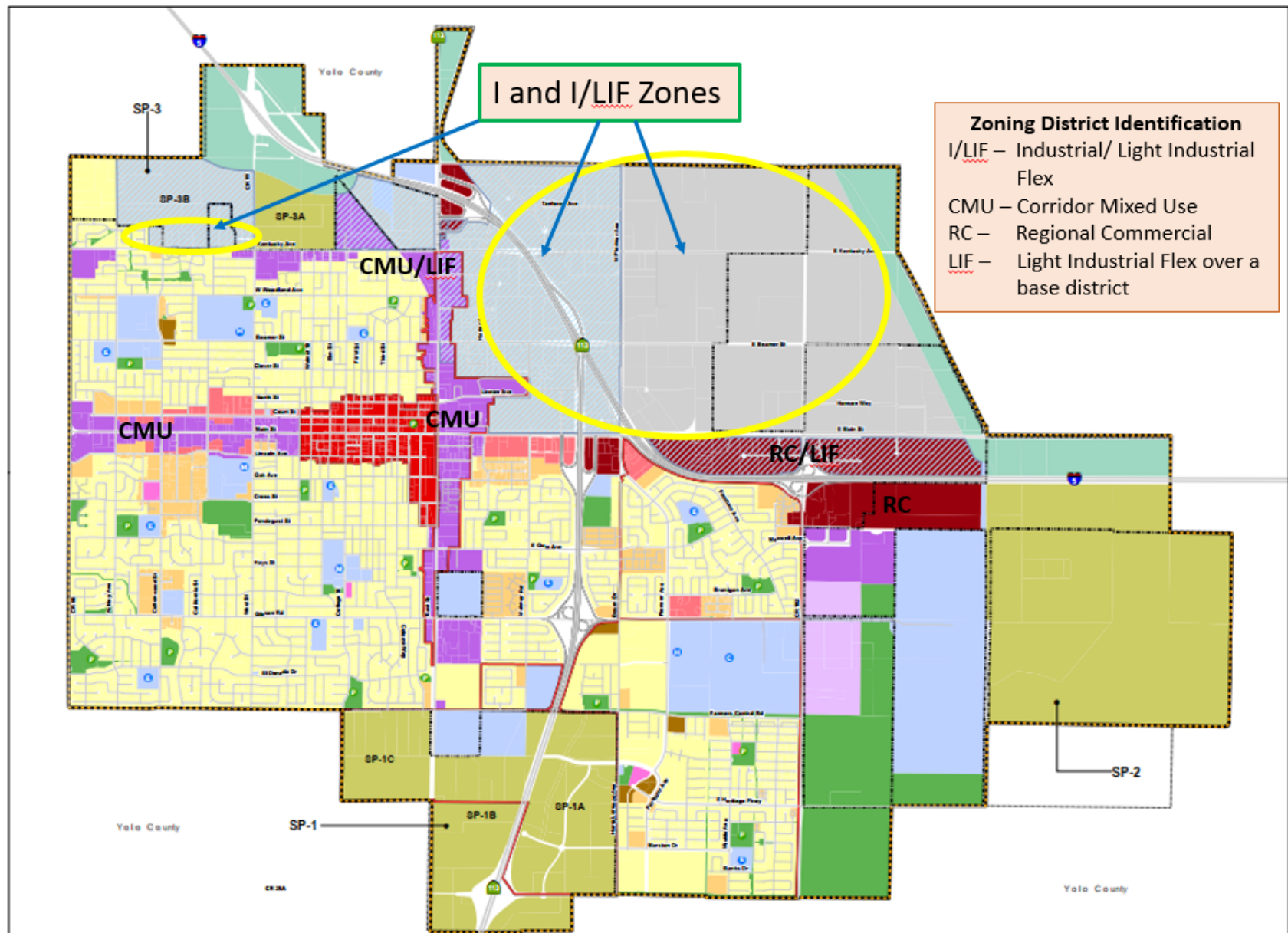


Paul Navazio
City Manager

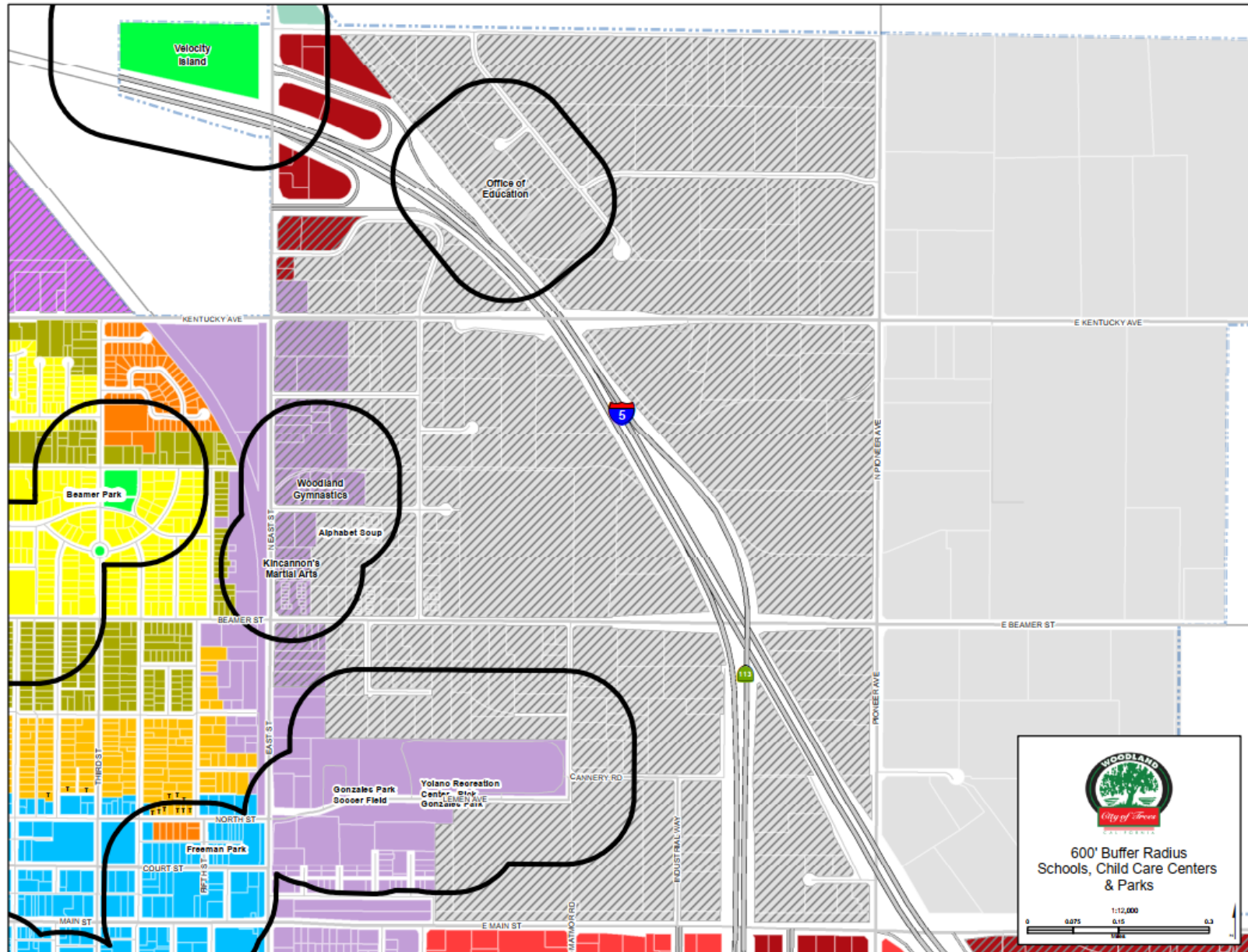
Attachments:

1. ATT 1 CITY ZONING MAP
2. ATT 2 CANNABIS SENSITIVITY MAP
3. ATT 3 Yolo County Citizens Guide
4. ATT 4 Yolo County Summary Table of EIR Alternatives

City Zoning Map



CANNABIS SENSITIVITY MAP FOR THE INDUSTRIAL AND INDUSTRIAL/LIGHT INDUSTRIAL FLEX ZONES



GUIDE TO CITIZEN PARTICIPATION FOR THE YOLO COUNTY CANNABIS LAND USE ORDINANCE (CLUO) AND CLUO DRAFT ENVIRONMENTAL IMPACT REPORT (EIR)

Was the EIR Released?

Yes, on October 25th Yolo County released the proposed CLUO and accompanying Draft EIR.

Both are available online at <https://www.yolocounty.org/community-services/cannabis-3398>

You have 60-days to review and comment on these documents.

The comment period closes on December 23rd at 4:00 pm.

A special public meeting to receive oral comments will be held December 3rd before the Planning Commission.

You may submit more than one letter, email, or oral comment (or any combination thereof) during this period.

You can comment on the CLUO, the Draft EIR, or both – just tell us how to use your comments.

What Does the EIR Analyze – What is “The Project”?

The EIR analyzes adoption and implementation of the proposed CLUO.

The analysis is detailed so that later cannabis applicants can rely on this EIR if they comply with the final CLUO.

The EIR analyzes five equal weight alternative versions of the CLUO – this will allow the Board of Supervisors flexibility in deciding on a final set of regulations, which may combine different aspects of the alternatives.

What Do I Read First?

Read the Executive Summary for a brief summary of the proposed CLUO and the EIR conclusions.

Review Appendix C to see the precise language of the proposed CLUO.

Skim Chapter 2 to better understand the details of the proposed CLUO and the various EIR Alternatives.

Review any or all of portions of Chapter 3 for detailed analysis of impacts by environmental issue area.

Read Section 3.3 to learn more about the odor analysis.

Read Section 4.2 to learn more about the analysis of “over-concentration”.

How Do I Get Through All This?

You don’t have to read everything to participate in the process.

Focus on what interests you.

Split up the various chapters with other members of your interest group.

Consider writing one comment letter with multiple signatures.

How Do I Comment Effectively on the EIR?

Express your comments as specifically as possible.

State your concern, support it with facts, explain the change you believe should be made.

Does the EIR cover everything you think it should cover?

Have you found errors in the EIR or conclusions that are not substantiated by facts?

Does EIR analysis use appropriate methodologies?

Are the EIR conclusions fair and accurate?

How Do I Comment Effectively on the Proposed CLUO?

Make your comments as specifically as possible so that we will understand what is important to you and why.

Do you have suggestions for specific changes to the CLUO?

Do you support a particular CLUO alternative, or specific aspects of different alternatives?

Do you want to express your general support or opposition to the cannabis industry?

Do you have comments about existing allowed cultivation?

Do you have comments about proposed new cannabis activities like retail sales and manufacturing?

Do you have comments about where cannabis activities should and should not be allowed?

Do you support buffers from certain uses? What buffers do you support?

Will I have Other Opportunities to Comment?

Yes, but this is a very important time to provide comments.

Your comments on the CLUO and on the EIR will have the greatest chance of making a difference in what is presented to the Board of Supervisors if you provide them now.

If you comment on the Draft EIR after the close of the comment period your comment will not be included in the Final EIR and you may not receive a response to your comment.

Whose EIR is It?

Yolo County is the official author.

Technical experts drafted it.

Community and industry contributed to it through earlier comments.

Staff ensured accuracy and completeness.

County Counsel ensured legal adequacy.

Board of Supervisors must certify it, which is likely to occur when the Board takes final action on the CLUO.

CEQA Basics

The California Environmental Quality Act (CEQA) regulates the EIR process.

EIRs are disclosure documents intended to inform decision-making.

By law EIRs focus only on significant adverse physical impacts.

CEQA requires “reasonable” analysis – not perfect, not speculative, not exhaustive.

EIR conclusions do not dictate Board action.

Environmental Impacts vs Other Important Issues

EIRs focus on environmental topics defined by the State.

The Board will consider other factors and balance them in making a decision.

EIRs do not cover many important topics: quality of life, fiscal impacts, economic impacts, property values, social or policy concerns, environmental justice, beneficial impacts, equity, community opposition, etc.

The Vocabulary of CEQA Impact Analysis

For each environmental topic, the EIR must identify the baseline (existing) condition, the significance threshold (the point at which the impact moves from acceptable to unacceptable), mitigation that would reduce or eliminate the impact, and whether the remaining effect (after mitigation) is acceptable or unacceptable.

- Existing condition = setting = baseline for impact analysis
- No impact = no change in outcome from existing conditions
- Less Than Significant impact = an acceptable outcome
- Significant Impact = an unacceptable outcome = impact that exceeds the significance threshold = adverse
- Mitigatable = a significant impact that will be reduced to less than significant levels by the mitigation
- Unavoidable = a significant impact that will not be reduced to less than significant levels by the mitigation

What is the Difference Between the Draft EIR and Final EIR

Draft EIR = Contains the detailed impact analysis.

Final EIR = Contains the Draft EIR (by reference) + all comments on the Draft EIR + responses to the comments+ changes and clarifications to the Draft EIR.

Next Steps – Estimated Schedule

Nov-Dec	Public outreach
Dec 3	Planning Commission meeting on CLUO and DEIR
Dec 23	Comment period ends
Early Mar	Final EIR
Mar-Apr	Planning Commission hearings
May-Jun	Board of Supervisors hearings

DRAFT CANNABIS LAND USE ORDINANCE/EIR ALTERNATIVES

Key Assumption Between Alternatives	Alternative 1: Cultivation, Nurseries, and Processing Only, With Existing Limits (No Project -- Existing Regulations) CEQA PREFERRED ALTERNATIVE⁷	Alternative 2: All License Types With Moderate Limits	Alternative 3: All License Types With High Limits	Alternative 4: Indoor License Types Only With Moderate Limits, No Hoop Houses or Outdoor Use Types	Alternative 5: All License Types With Moderate Limits, Within Ag Zones Only, No Retail
License Types Assumed	Personal Cultivation Nurseries* Processing* *(in support of onsite cultivation only)	Personal Cultivation Nurseries Processing Manufacturing Testing Distribution Retail ⁵ Microbusiness	Personal Cultivation Nurseries Processing Manufacturing Testing Distribution Retail ⁵ Microbusiness	Personal – Indoor Only Cultivation – Indoor Only Nurseries – Indoor Only Processing – Indoor Only Manufacturing Testing Distribution Retail ⁵ Microbusiness – Indoor Only	Personal Cultivation Nurseries Processing Manufacturing Testing Distribution Microbusiness
Limits on Number of Operations Assumed ¹	Personal - Unlimited Cultivation - 78 TOTAL – 78+	Personal -- Unlimited Cultivation - 80 Nurseries – 5 Processing – 5 Manufacturing - 20 Testing - 5 Distribution - 10 Retail – 2 Retail/Non-Store - Unlimited Microbusiness – 5 TOTAL 132 +	Personal -- Unlimited Cultivation - 160 Nurseries – 10 Processing – 10 Manufacturing - 40 Testing - 10 Distribution - 20 Retail – 4 Retail/Non-Store - Unlimited Microbusiness – 10 TOTAL 264+	Personal -- Unlimited Cultivation - 80 Nurseries – 5 Processing – 5 Manufacturing - 20 Testing - 5 Distribution - 10 Retail – 2 Retail/Non-Store - Unlimited Microbusiness – 5 TOTAL 132+	Personal -- Unlimited Cultivation - 80 Nurseries – 5 Processing – 5 Manufacturing - 20 Testing - 5 Distribution - 10 Microbusiness – 5 TOTAL 130+
Zoning Districts Assumed	Personal – A, R, C, I Cult Outdoor -- A Cult Indoor – A, I, C-G/C-H Cult Mixed – A, I, C-G/C-H Nurseries – A, I Processing – A, I, C-G/C-H	Personal – A, R, C, I Cult Outdoor - A Cult Indoor – A, I, C-G/C-H Cult Mixed – A, I, C-G/C-H Nurseries – A, I Processing – A, I, C-G/C-H Manufacturing – A, I Testing – A, I Distribution – A, I Retail – C, I Microbusiness – A, I, C-G/C-H	Personal – A, R, C, I Cult Outdoor - A Cult Indoor – A, I, C-G/C-H Cult Mixed – A, I, C-G/C-H Nurseries – A, I Processing – A, I, C-G/C-H Manufacturing – A, I Testing – A, I Distribution – A, I Retail – C, I Microbusiness – A, I, C-G/C-H	Personal – A, R C, I Cult Indoor – A, I, C-G/C-H Nurseries – A, I Processing – A, I, C-G/C-H Manufacturing – A, I Testing – A, I Distribution – A, I Retail – C, I Microbusiness – A, I, C-G/C-H	Personal – A, R, C, I Cultivation – A Nurseries – A Processing – A Manufacturing – A Testing – A Distribution – A Microbusiness – A
Controls on Over-Concentration Assumed	No	Yes	Yes	Yes	No
Special Buffers From Identified Sensitive Uses Assumed	1,000 ft buffers ³ 75 ft from individual residences ⁴	1,000 ft buffers 1,000 ft from individual residences	75 ft buffers 75 ft from individual residences	None ⁶	1,000 ft buffers 1,000 ft from individual residences

- Notes:
- 1) These assumptions are for purposes of the EIR analysis. The Board retains the ability to decide whether to include these limits as part of the ordinance.
 - 2) Except for Personal Use
 - 3) Yolo County Code Section 5-20.05(A)(1) – Outdoors within 1,000 feet of a youth-oriented facility, a school, a school bus stop, a park, a church, a residential treatment facility or federal lands held in trust by the federal government, or that is the subject of a trust application, for a federally recognized tribal government.
 - 4) Yolo County Code Section 5-20-05(A)(2 – Outdoors within seventy-five (75) feet of any occupied residence located on a separate parcel.
 - 5) Except Special Events
 - 6) Assumes 600-foot buffer from schools, day cares, and youth centers required by State (CDFA Emergency Regulations, Section 8102(w).
 - 7) The Board of Supervisors will examine all five alternatives and may choose one of the five alternatives or a combination. No position on the contents of the final ordinance should be assumed from the choice of Alternative 1 as the preferred alternative. (BOS Meeting, April 24, 2018)

Legend:
A = Agricultural zones
C = Commercial zones; C-G = Commercial-General; C-H = Commercial Highway
I = Industrial zones
R = Residential zones



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 19, 2019
ITEM #: I.24.
SUBJECT: AgTech Innovation Alliance Grant Agreement

Recommendation for Action: Staff recommends that the City Council 1) adopt Resolution No. _____, approving a budget allocation of up to \$100,000 and authorizing the City Manager to enter into a Grant Agreement with AgTech Innovation Alliance for the establishment of a food and ag technology wet-lab incubator facility in Woodland, and 2) authorize the Mayor to sign a letter in support of AgTech Innovation Alliance's Federal Economic Development Administration (EDA) grant application.

Staff Contact

Paul Navazio, City Manager – (530) 661-5930, Paul.Navazio@cityofwoodland.org

Fiscal Impact

The fiscal impact to the city is general fund revenue of \$100,000.

City Council Goals

This recommendation advances the City Council Goals for Economic Development that specifically calls for supporting the growth of AgStart as the region's premier Ag Technology incubator / accelerator.

Background

The AgTech Innovation Alliance (AIA) is a non-profit organization focused on accelerating the growth of ag & food tech companies and strengthening the region's innovation ecosystem. AgStart, AIA's technology incubator program, has been in Woodland since 2016 and provides mentorship, industry connections, and access to resources that these new companies need to thrive. AgStart's current facility in Downtown offers resident companies a range of membership options including; dedicated office space, co-working space, or simply access to mentorship and programs.

Since establishing in Woodland, AgStart has grown into the region's premier ag-&-food technology incubation program. It has supported over 200 companies from throughout the Greater Sacramento region, the state, and world. Woodland, with its diverse and thriving food and agriculture industry, proximity to UC Davis, and ideal climate for growing a wide variety of crops, is uniquely positioned to attract young companies looking to advance their new technologies.

Increasingly, new technologies being developed to help address the many challenges facing California's agricultural industry involve deep science. The Greater Sacramento Region currently faces a critical shortage of commercial laboratory space for innovators to grow their solutions. Recent Sacramento Business Journal articles has highlighted how this shortage of capacity is stifling the local economy, and chronicled the recent departure of one firm (Anpac Bio) due to lack of available lab space. City of Woodland economic development staff are regularly contacted by small start-up companies in need of wet-lab space for lease. Many of these companies are led by UC Davis researchers and faculty who reside in Woodland. At present, there is no available commercial space in the community that is equipped with wet-lab infrastructure. The cost to build out lab space is cost-prohibitive for these young companies who focus their limited capital resources on trials

needed to prove out their technologies.

Discussion

To respond to this challenge, AgStart is proposing to establish a new wet-lab incubator facility in Woodland. They recently received preliminary approval from the U.S. Economic Development Administration (EDA) for a \$500,000 Economic Adjustment Assistance award, of which the EDA would fund 80%. AIA has approached the City to consider providing the 20% matching funding of \$100,000 needed in order to submit the Phase II grant application and ultimately secure the EDA award. Additional funding will be needed to equip and ultimately launch the facility and substantial private funding commitments are in the works.

Staff is recommending the City Council commit to provide the required local funding match needed to secure the EDA award and serve as a lead funding partner for this project. For every dollar invested, the City would leverage over 7 dollars of Federal and private funding that would be invested in our community, just from the initial start-up of the facility. Additionally, the incubator would attract new companies and bring employment opportunities that would otherwise locate outside of the community, if not the Region. As proven through similar incubator facilities such as QB3 in San Francisco, companies that successfully launch from the incubator will desire to establish in close proximity, translating to additional indirect investment and job creation in the community.

The ag & food focus of the incubator is a perfect complement to Woodland's well established industry and is squarely aligned with the City's Food Front Initiative:

- Establishing The Lab@AgStart within 10 miles of UC Davis will provide wet-lab capacity for University spin-offs as well as a landing spot to attract ag-tech innovators from outside the region.
- The Lab@AgStart will grow the City of Woodland's technology-based industry sector, increasing the base of high-paid full-time professional jobs and contributing to the economic development of the region.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, 1) approving a budget allocation of up to \$100,000 and authorizing the City Manager to enter into a Grant Agreement with AgTech Innovation Alliance for the establishment of a food and ag technology wet-lab incubator facility in Woodland, and 2) authorize the Mayor to sign a letter in support of AgTech Innovation Alliance's Federal Economic Development Administration (EDA) grant application.



Paul Navazio
City Manager

Attachments:

1. AgStart EDA Match Resolution
2. DRAFT EDA Grant Support Letter

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING BUDGET APPROPRIATION OF \$100,000
AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A
GRANT AGREEMENT WITH AGTECH INNOVATION ALLIANCE
FOR THE ESTABLISHMENT OF A FOOD AND AG TECHNOLOGY
WET-LAB INCUBATOR FACILITY IN WOODLAND**

WHEREAS, AgTech Innovation Alliance has operated AgStart, an agriculture and food based technology incubator in Woodland since 2016; and

WHEREAS, AgTech Innovation Alliance is proposing to expand their incubator facilities in Woodland to include a wet-lab facility need to support the growing demand for science based start-up companies in the region; and

WHEREAS, AgTech Innovation Alliance is preparing to submit a grant request from U.S. Economic Development Administration (EDA) for \$500,000 which requires a 20% funding match; and

WHEREAS, the wet-lab project would advance the City Council's Economic Development Goals to continue to diversify Woodland's job base and support its existing food and ag industry that is highlighted through the city's Food Front Initiative; and

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

1. Approves a budget appropriation of \$100,000 from General Fund reserves to the Economic Development Budget; and
2. Authorizes the City Manager to execute a Grant Agreement with AgTech Innovation Alliance to provide up to \$100,000 toward the establishment of a food and ag technology wet-lab incubator facility in Woodland.

PASSED AND ADOPTED by the City Council on November 19, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Xochitl Rodriquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



City of Woodland

CITY COUNCIL

300 FIRST STREET

WOODLAND, CALIFORNIA 95695

(530) 661-5800
FAX: (530) 661-5813

– DRAFT –

Ms. Maiea Sellers
Area Director, Seattle Regional Office
U.S. Department of Commerce
Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174

Letter of Support for Lab@AgStart Project in City of Woodland

The City of Woodland is pleased to offer this letter of support for the Lab@AgStart project, sponsored by AgTech Innovation Alliance working in close cooperation with the City of Woodland. The Lab@AgStart project will establish a shared-resource wet-lab facility in Woodland to support early-stage startup companies innovating in Ag-Food-and-Life-Science technologies, addressing a critical shortage of such lab space in the Greater Sacramento region. The Ag-&-Food focus of the project is a perfect complement to Woodland's well-established Ag-&-Food industry and is squarely-aligned with the City's Food Front Initiative.

The Woodland City Council on November 19th, 2019 approved a resolution signifying the City's support for this project, in cooperation with AgTech Innovation Alliance, and authorizing the commitment of \$100,000 in funds to serve as 'cash-match' for Economic Development Administration grants or other awards used in equipping, furnishing, and launching this Lab@AgStart project. These City of Woodland 'matching funds' would be available upon an EDA award, fully-committed to the Lab@AgStart project, and not conditioned or encumbered in any way that may preclude their use consistent with EDA financing guidelines for this Lab@AgStart project.

The proposed project will positively impact the residents of Woodland by attracting and retaining rapidly-growing startup companies to the City from the surrounding region, growing the City's technology-based industry sector, increasing the base of high-paid full-time professional jobs, and contributing to the economic development of the region.

We strongly support this Lab@AgStart project and ask that you approve funding to implement the project.

Sincerely,

Xochitl Rodriguez
Mayor

cc: Woodland City Council
AgStart Innovation Alliance