City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

December 3, 2019
6:00 PM

CITY COUNCIL

CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: Harris v. City of Woodland (Pioneer - Woodland, LLC), Yolo County Superior Court Case No. PT19-2427

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

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

2. SUBJECT: Long Range Calendar

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

H. MINUTES

3. SUBJECT: Parks & Recreation Commission Meeting Minutes for October 28, 2019

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

I. CONSENT CALENDAR

4. SUBJECT: Second Reading and Adoption of Ordinance No. 1654 Prohibiting Encampments on City Property

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1654, prohibiting encampments on City Property.

5. SUBJECT: Spring Lake Maintenance CFD Annual Accountability Report

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2019.

6. SUBJECT: Swim Lesson Fee

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, authorizing a new maximum fee of $100 (with a range of $65-$100) for swim lessons.

7. SUBJECT: Authorize the City Manager to Execute a 5 Year Agreement with QueTel Corporation for Products and Services Related to an Evidence Management System for the Police Department.

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No.______ (1) affirming the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is better than the price negotiated by that government agency for the Evidence Management System with QueTel Corporation, and (2) authorizing the City Manager to execute a five-year contract with QueTel Corporation in the amount not to exceed $180,000.

8. SUBJECT: Animal Services Contract

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. ____ approving the Fiscal Year 2019/20 Animal Services Agreement with the County of Yolo and to appropriate an additional $46,680 in the General Fund.

J. PUBLIC HEARINGS

9. SUBJECT: 2019 California Existing Building Code Adoption

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Hold a Public Hearing; and 2) Receive public comment; and 3) Adopt Ordinance No. 1655, 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.

K. REPORTS OF THE CITY MANAGER

10. 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.

11. SUBJECT: Rotation of Mayor and Mayor Pro Tempore

RECOMMENDATION FOR ACTION:
Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Article II of the Woodland Municipal Code.

L. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, December 3, 2019 was posted on Wednesday, November 27, 2019 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Jennifer Robinson
Deputy 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: December 3, 2019
ITEM #: G.2.
SUBJECT: Long Range Calendar

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

Staff Contact:
Jennifer Robinson, Deputy City Clerk, (530) 661-5800, jennifer.robinson@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 17TH **REGULAR MEETING**

Minutes
City Council Meeting Minutes of November 5, 2019 and November 19, 2019

Consent Calendar
City Council Meeting Calendar - 2020
Amendment - Landscape Agreement
Annual Disclosure Report(s) – Measure(s) E/F and Measure J
Annual Dislosure Report - AB1600 (Development Impact Fees)
Resolution of Intent – Enhance Infrastructure Financing District (EIFD)
Salary Schedule Update (eff. 1/1/20)

Public Hearing
Accessory Dwelling Unit (ADU) Amendment – Urgency Ordinance

Regular Calendar
Zoning Workshop *(Joint Meeting with Planning Commission)*

JANUARY 7TH **REGULAR MEETING**
City Council Meeting Minutes of December 3, 2019 and December 17, 2019
Status Report on Council's 2019-2020 Priority Goals
RFP/ Contract Award for SCBA Filling Station

JANUARY 21st **REGULAR MEETING**
City Council Meeting Minutes of January 7, 2020
YMCA Lease Renewal
Traffic Calming Update – Pilot Projects

FEBRUARY 4TH **REGULAR MEETING**
Woodland Research & Technology Park – Specific Plan

Future Topics / Study Sessions:

February Affordable Housing Workshop Mid-Year Budget Update Measure J – Nov 2020 election Financing Plan – Fire Station / Pool Project(s)	**March** Apprenticeship / Workforce Development Programs Spring Budget Workshop Flood Project – EIR
April	**TBD** Mobile Food Vendor Permits Non-Conforming Use Zoning Update

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 3, 2019
ITEM #: H.3.
SUBJECT: Parks & Recreation Commission Meeting Minutes for October 28, 2019

Recommendation for Action: Staff recommends that the City Council receive the October 28, 2019 Parks & Recreation Commission Meeting Minutes.

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

Discussion:
The Parks & Recreation Commission held their last meeting on November 18, 2019. At this meeting the Parks & Recreation Commission approved the minutes from October 28, 2019.

Conclusion:
Staff recommends that the City Council receive the October 28, 2019 Parks & Recreation Commission Meeting Minutes.

Paul Navazio
City Manager

Attachments:
1. PR Commission Minutes 10282019

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Parks & Recreation Commission –

Monday, October 28, 2019

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:30 PM

B. ROLL CALL

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

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

None

E. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

None

F. PRESENTATION

G. NEW BUSINESS

1. Alternative Meeting Date for November

On a motion by Commissioner Jon-Paul Valcarenghi to move the November Parks & Recreation Commission Meeting from November 25, 2019 to November 18, 2019, seconded by Commissioner Rashid Ali and carried unanimously.

Ayes: Commissioner Rashid Ali, Vice-Chairperson Jon-Paul Valcarenghi, Chairperson Carla White-Snyder, Commissioner Magalean Martin

Noes: None

Absent: Commissioner Andrew Foraker

H. COMMITTEE REPORTS

2. Standing Committee Report

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

Verbal updates provided by Commissioners.

I. CONSENT CALENDAR

3. Approve Minutes for September 23, 2019

On a motion by Vice-Chairperson Jon-Paul Valcarenghi to accept the minutes as written, seconded by Commissioner Rashid Ali and carried unanimously.

Ayes: Commissioner Rashid Ali, Vice-Chairperson Jon-Paul Valcarenghi, Chairperson Carla White-Snyder, Commissioner Magalean Martin

Noes: None

Absent: Commissioner Andrew Foraker

J. OTHER BUSINESS

4. Review and Approve Workplan

Tabled vote until November 18, 2019 meeting.

5. Commission Absent Request

None

K. REPORT OF THE STAFF

6. Community Services Staff Report for October 28, 2019.

Verbal updates provided by Staff.

L. NEXT MEETING

November 18, 2019.

M. ADJOURN

On a motion by Vice-Chairperson Jon-Paul Valcarenghi to adjourn the meeting at 7:30 p.m., seconded by Commissioner Rashid Ali and carried unanimously.

Ayes: Commissioner Rashid Ali, Vice-Chairperson Jon-Paul Valcarenghi, Chairperson Carla White-Snyder, Commissioner Magalean Martin

Noes: None

Absent: Commissioner Andrew Foraker

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 3, 2019
ITEM #: I.4.
SUBJECT: Second Reading and Adoption of Ordinance No. 1654 Prohibiting Encampments on City Property

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1654, 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.

The City Council introduced the proposed ordinance at their meeting November 19th and this agenda item provides for the second reading and adoption of the ordinance.

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 adopt Ordinance No. 1654 adding Chapter 9.50 to the Woodland Municipal Code related to encampments on City Property.

Paul Navazio
City Manager

Attachments:
1. Ordinance No. 1654 related to Encampments

ORDINANCE NO. 1654

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 3rd day of December, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Xóchitl Rodriguez, Mayor

ATTEST:

____
Jennifer Robinson, Deputy City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 3, 2019
ITEM #: I.5.
SUBJECT: Spring Lake Maintenance CFD Annual Accountability Report

Recommendation for Action: Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2019.

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

Fiscal Impact
The table below provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in fiscal year 2018/2019.

Description	Amount
Beginning Balance as of July 1, 2018	**$144,308.99**
Revenues	
Special Tax Collections	$468,012.72
Interest Accrued	$2,723.85
Other Fund Transfer	$21,927.65
Subtotal Revenues	*$492,664.22*
Expenditures	
Administrative Expenses	($12,495.43)
Park Maintenance Costs	($423,714.66)
General Fund[1]	($4,225.00)
Subtotal Expenditures	*($440,435.09)*
Ending Balance as of June 30, 2019	**$196,538.12**

[1] Fund transfer, contribution to Debt Service.

Background
The Spring Lake Specific Plan (SLSP) was adopted by Council in December 2001. A portion of the park requirement for the SLSP was satisfied through purchase of ~28 acres of the 40 acre Sports Park. In order to help fund the cost of operations of the Sports Park, the landowners within the SLSP voted in favor of forming a Community Facilities District ("CFD").

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying the special tax and/or issuing a bond measure and shall contain a description of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded by the special tax measure.

This report ("Accountability Report") has been prepared for the Spring Lake Maintenance Community Facilities District of the City of Woodland for the fiscal year ended June 30, 2019 pursuant to and in accordance with the requirements outlined in the Accountability Act. This report is attached for the Council's review.

Discussion

On March 22, 2005, the City Council of the City established the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"). The CFD is authorized to levy a special tax generally to provide for sports park facilities maintenance services and incidental expenses related to the administration of the CFD. Sports Park Maintenance costs that can be funded by the CFD include, but are not limited to, athletic fields, snack bars, restrooms, multi-use paths, parking lots and park roadways. The authorized costs of service include the cost of labor, materials, administration, personnel, equipment and utilities

The City is legally required to maintain a separate fund to account for revenues and expenditures related to the CFD. The source of revenue in this fund is the annual CFD levy paid by the Spring Lake homeowners. Properties for which the City has issued a building permit are required to pay the maximum annual levy; undeveloped property is subject to these fees and has been assessed at a rate less than the maximum since FY2013/14.

Conclusion

Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2019.

Prepared by: Adam Devlin, Senior Accountant

Reviewed by: Kimberly McKinney, Finance Officer/Treasurer

Paul Navazio
City Manager

Attachments:

1. SB 165 Report Woodland 2019

MUNICIPALITIES | SCHOOL DISTRICTS | CITIES | COUNTIES | PARK & RECREATION | WATER DISTRICTS | MUNICIPALITIES | SCHOOL DISTRICTS | COMMUNITIES

City of Woodland

CITY OF WOODLAND
SPRING LAKE MAINTENANCE
COMMUNITY FACILITIES DISTRICT

LOCAL AGENCY SPECIAL
TAX ACCOUNTABILITY REPORT
FISCAL YEAR ENDED JUNE 30, 2019

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
F. 760.510.0288

City of Woodland

Paul Navazio, City Manager
Kimberly McKinney, Finance Officer
Adam Devlin, Senior Accountant

300 First Street
Woodland, California 95695
T. 530.661.5849
F. 530.661.5848

Special Tax Administrator

Koppel & Gruber Public Finance
Scott Koppel and Lyn Gruber
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San Marcos, California 92078
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F. 760.510.0288

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BACKGROUND

The Local Agency Special Tax and Bond Accountability Act ("Accountability Act") was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure by January 1, commencing January 1, 2002 and each year thereafter and shall contain a description of the following:

(1) The amount of funds collected and expended.
(2) The status of any project required or authorized to be funded by the special tax measure.

This report ("Accountability Report) is being prepared for the Spring Lake Maintenance Community Facilities District ("CFD") of the City of Woodland ("City") for fiscal year ended June 30, 2019 pursuant to and in accordance with the requirements outlined in the Accountability Act.

I. SUMMARY

On March 22, 2005, the City Council ("Council") of the City established the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"). The CFD is authorized to levy a special tax to generally provide for sports park facilities maintenance services and incidental expenses related to the administration of the CFD. Sports Park Maintenance costs that can be funded by the CFD include, but are not limited to athletic fields, snack bars, restrooms, multi-use paths, parking lots and park roadways. The authorized costs of services include the costs of labor, material, administration, personnel, equipment and utilities.

Since the time of formation, three areas have been annexed into the CFD. The annexations are described as follows:

Annexation No. 1 was adopted by City Council June, 2, 2015. Made up of three parcels encompassing 44.98 acres, Annexation No. 1 is located west of Harry Lorenzo Ave. and North of Farmers Central Rd. Annexation No. 1 was one of the designated Future Annexation Areas and is projected to contain 176 single family homes.

Annexation No. 2 was adopted by City Council September 5, 2017. Made up of one parcel encompassing 27.30 acres, Annexation No. 2 is located west of Harry Lorenzo Ave. and North of Patriot Way and Annexation No. 1. Annexation No. 2 was one of the designated Future Annexation Areas and is now Tract 5091 with 111 Single Family Residential lots.

Annexation No. 3 was adopted by City Council October 3, 2017. Made up of three parcels encompassing 75.57 acres, Annexation No. 3 is located east of County Road 101 and south of Marston Drive. Annexation No. 3 was one of the designated Future Annexation Areas and is expected to have 190 Residential units.

II. SPECIAL TAX COLLECTIONS & EXPENDITURES

A separate account is held by the City for the deposit of special taxes levied by the CFD and for the disbursement of authorized expenditures. The table below provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in fiscal year 2018/2019.

Description	Amount
Beginning Balance as of July 1, 2018	**$144,308.99**
Revenues	
Special Tax Collections	$468,012.72
Interest Accrued	$2,723.85
Other Fund Transfer	$21,927.65
Subtotal Revenues	*$492,664.22*
Expenditures	
Administrative Expenses	($12,495.43)
Park Maintenance Costs	($423,714.66)
General Fund[1]	($4,225.00)
Subtotal Expenditures	*($440,435.09)*
Ending Balance as of June 30, 2019	**$196,538.12**

[1] Fund transfer, contribution to Debt Service.

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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 3, 2019
ITEM #: I.6.
SUBJECT: Staff recommends that the City Council adopt Resolution No. ____, authorizing a new maximum fee of $100 (with a range of $65-$100) for swim lessons.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, authorizing a new maximum fee of $100 (with a range of $65-$100) for swim lessons.

Staff Contact: Kris Bain, Community Services Program Manager, (530) 661-2000, krista.bain@cityofwoodland.org

Fiscal Impact: Increasing the fee charged for swim lessons will minimize the program operation deficit for 2020 as expenses to provide the program will be increasing. Swim lesson revenue for the 2019 swim season was $71,344, whereas the expenses were $72,736. Expenses to provide the program will increase in 2020 as the minimum wage increases and a significant cost of the program is related to temporary staff costs.

Background:
The current approved swim lesson fee range is (initially adopted in 2007) is $46-$62. Group swim lessons consist of eight 30-minute lessons (over a two-week period).

During FY 19, 1,039 individuals participated in the swim lesson program. Expenses related to the program were $72,736. Revenue received for the swim lesson program totaled $63,894. In addition, the City received a grant in the amount of $7,450 to provide scholarships for 182 income qualified participants (the grant subsidized the fee the participants paid to take swim lessons). Therefore, the total revenue for the program was $71,344. The program operated with a deficit of $1,392.

2019 Swim Lesson Expenses and Revenue

2019 Swim Lesson Expenses	
Staff	$54,442
Supplies and Maintenance	$18,294
Total Expenses	$72,736
2019 Swim Lesson Revenue	
Registration Fees	$63,894
Kiwanis Donation (scholarships)	$7,450
Total Revenue	$71,344
Program Operation Deficit	($1,392)

Approximately 3,200 temporary staff hours are needed to provide swim lessons. These positions are hourly positions within the City and are affected by the State's increase in minimum wage. Minimum wage will be increasing from $12 to $13 on January 1, 2020.

As program expenses currently exceed program revenue, staff is proposing to change the fee schedule in order to offset the expenses related to the minimum wage increase.

The California Constitution and various state laws control the manner in which local fees may be calculated and charged. The City generally cannot charge more than the reasonable cost to provide a service. Proposition 26, enacted by the state's voters in 2010, affects state and local government fees. Significantly, it defines a "general tax" to mean "any tax imposed for general governmental purposes" unless the "tax" meets one of the following seven exceptions: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged; (3) a charge imposed for the cost of reasonable regulatory costs (licenses, permits, and similar charges); (4) a charge imposed for entrance to local agency property or rental or lease of local agency property; (5) a fine, penalty, or other charge as a result of a violation of the law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in connection with Proposition 218.

It is staff's opinion, that the swim lesson program fees provide a privilege granted directly to the payor and that the payor receives specific services or products and that only those participating in the programs pay the fee. Thus, the proposed fee increases are an exemption to the "general tax" definition in Proposition 26.

Staff has examined its fees, and as discussed further below, has determined that the costs to be charged for swim lessons would not exceed the City's cost to provide the service. A breakdown of the proposed fees and the cost to operate the swim lesson program is provided below.

Discussion:

Staff annually evaluates program costs and sets a fee for swim lessons. Using relatively conservative participation projections, price points are set to be able to cover staff and supply needs. Additionally, the price point also takes into consideration the ongoing increase in minimum wage.

Staff is requesting that fees be set at a maximum amount of $100 (with a range of $65-$100). For summer 2020, staff anticipates charging $65 for morning group lessons and $75 for evening group lessons (fees are lower for the morning classes to encourage residents to sign up for the less popular times when the lessons are offered). It is anticipated that fees for swim lessons could be set within this range through 2023 (assuming a 5% fee increase annually) and that both fees and revenue will increase by 5% each year, with expenses always being somewhat greater than the revenue that is generated.

It should be noted that swim lesson fees are set to cover the City's minimum costs related to the program for part-time staff and supplies. Fees are carefully considered to ensure that fees are comparable to those being charged by other local agencies. The goal of the program is to provide recreation opportunities for residents, while covering as much of the program costs as possible; however, it would not be realistic to cover all of the expenses (including full-time staff expenses) as the program fees would be too expensive to encourage participation.

Projected 2020 Swim Lesson Expenses and Revenue ($65/morning lessons and $75/evening lessons)

Expenses (assumes 5% increase from 2019)	$76,373
Revenue (assumes 5% increase from 2019)	$71,500
Program Operation Deficit	($4,853)

Using a conservation projection within the proposed fee schedule, the estimated expenses for 2020 would be $76,373 and the revenue would be $71,500 (based on 1,040 participants). Therefore, the program would still be operating in a slight deficit; however, the program would also be affordable to the community and help assist community members to be water safe.

It is anticipated that the top of the fee schedule would be reached in 2023. It is assumed that in 2023, program expenses would be $88,411 and program revenue would be $82,771 (based on the same number of program participants and a 5% increase in expenses and revenue annually).

Conclusion:
Staff recommends that the City Council adopt Resolution No. ____, authorizing a new maximum fee of $100 (with a range of $65-$100) for swim lessons.

Reviewed By:
Christine Engel, Community Services Director

Paul Navazio
City Manager

Attachments:
1. SWIM LESSON fees 2019 Resolution

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INCREASING THE FEE SCHEDULE FOR THE SWIM LESSON PROGRAM

WHEREAS, the fee schedule established for the Aquatics Swim Lesson program was last reviewed in 2007; and

WHEREAS, swim lesson fees are set to generally cover the City's costs related to the program for staff and supplies; and

WHEREAS, swim lesson expenses exceed revenue generated, and revenue is collected to offset program expenses;

WHEREAS, changes to the fee schedule are proposed to offset additional expenses related to the increase in minimum wage and other anticipated increases; and

WHEREAS, proposed swim lesson fees are comparable to those charged by other local agencies.

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

1. That the portion of Resolution that set the fee schedule range for the Swim Lesson program is hereby rescinded.

2. That, effective upon adoption of this Resolution, the maximum fees to be charged for the City of Woodland $100 for group swim lessons, with a range of $65-$100.

PASSED AND ADOPTED this DECEMBER, 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: December 3, 2019
ITEM #: I.7.
SUBJECT: Authorize the City Manager to Execute a 5 Year Agreement with QueTel Corporation for Products and Services Related to an Evidence Management System for the Police Department.

Recommendation for Action: Staff recommends that the City Council approve Resolution No.______ (1) affirming the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is better than the price negotiated by that government agency for the Evidence Management System with QueTel Corporation, and (2) authorizing the City Manager to execute a five-year contract with QueTel Corporation in the amount not to exceed $180,000.

Staff Contact: Anthony Cucchi, Deputy Chief, (530) 661-7816

Fiscal Impact:
The FY 2019/20 approved budget includes funding requested to support the replacement of the Woodland Police Department's Evidence Management System. The cost of the new Evidence Management System is estimated at $180,000, with first year costs (FY19/20) of $58,000 and annual subscription/service fee of $30,500 thereafter. Funding has been provided via General Fund baseline appropriation for this purpose.

Background:
The Woodland Police Department has been using Porter Lee's BEAST evidence management system since 2007. This system has been outdated for several years now and Porter Lee has not had any plans to upgrade it. The BEAST does not interface with the Department's Records Management System which means officer have to enter evidence data twice. The BEAST also does not offer any functionality to assist with purging. Because the BEAST is locally hosted, it has been a drain on resources, specifically storage. The BEAST is also not robust enough to allow for data mining and reporting. Department staff is also limited to accessing the BEAST via three computers only.

Discussion:
The Department has expressed the need to replace the BEAST for several years now but the project has been cost-prohibitive. In researching replacement options, the Department focused on addressing the shortcomings presented by the BEAST. Specifically, the Department sought a replacement option that would address the following priorities:

1. Interface with the Department's Record Management System to eliminate redundant data entry and increase our officers' efficiency in booking evidence.
2. Cloud-based system to optimize system access and data storage. This is very critical and has been specifically requested City I.T. to address storage needs.
3. Retention notification to assist with purging. Each evidence booked will include retention parameters and the system will notify staff when the evidence should be evaluated for purging.
4. Mobile application which will allow officers to book digital evidence in the field using their department-issued smartphones.

5. Report-writing function to allow for crime analysis to access evidence data for trends and predictive analysis.

The Department's selected product from QueTel addresses all 5 priorities. In addition, QueTel's evidence management system will allow our Property and Evidence staff to generate notification letters directly from the system, cutting down on administrative tasks.

As part of its due diligence process, the Department sent a team which included supervisors, officers and evidence staff to an in-depth demo of the system at the West Sacramento Police Department. The Woodland team was able to ask questions and critically evaluate the system. West Sac PD staff gave positive reviews of QueTel and our team regarded the system favorably.

The Department identified and reviewed the July 2019 signed contract solicited via public bidding and negotiated by the Office of Inspector General, Washington DC. The Department has determined that this federal contract satisfies Woodland Municipal Code section 3.32.140c which provides that the City Manager may approve of the waiver of competitive bidding when a determination is made that competitive bidding has already been completed. The Department's negotiated cost is better than the OIG's contracted cost.

Conclusion:

Staff recommends that the City Council approve Resolution No.______ (1) affirming the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is better than the price negotiated by that government agency for the Evidence Management System with QueTel Corporation, and (2) authorizing the City Manager to execute a five-year contract with QueTel Corporation in the amount not to exceed $180,000.

Prepared by: Elle Murphy
Senior Management Analyst

Anthony Cucchi
Deputy Chief

Approved by: Derrek Kaff
Police Chief

Paul Navazio
City Manager

Attachments:

1. Resolution - QUETEL 2019-12-03
2. Woodland PD Contract Evidence Management- QUETEL FINAL 2019-12-03
3. Final Quote 2019-11-18

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1) AFFIRMING THE CITY MANAGER'S DETERMINATION THAT THE CITY'S PUBLIC BIDDING REQUIREMENT HAS BEEN SATISFIED BY ANOTHER GOVERNMENT AGENCY'S COMPETITIVE BID PROCEDURE AND THE CITY'S PRICE IS BETTER THAN THE PRICE NEGOTIATED BY THAT GOVERNMENT AGENCY FOR THE EVIDENCE MANAGEMENT SYSTEM FROM QUETEL CORPORATION, AND (2) AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR CONTRACT WITH QUETEL CORPORATION.

WHEREAS, the Police Department has determined that it has a need for a replacement evidence management system used by police officers in their booking evidence and by nonsworn staff in maintaining and managing evidence inventory; and

WHEREAS, the Police Department researched new evidence management systems; and

***WHEREAS**,* the Police Department settled on the QueTel system which manages both physical and digital evidence and suits our needs best; and

WHEREAS, Woodland Municipal Code section 3.32.140c provides that the City Manager may approve of the waiver of competitive bidding when a determination is made that competitive bidding has already been completed; and

WHEREAS, the Police Department has identified that contract solicited via public bidding and negotiated by the Office of Inspector General, Washington DC is sufficient to satisfy Woodland Municipal Code section 3.32.140c and will utilize this agreement; and

WHEREAS, the City Council has already appropriated the 5-year total funding of $180,000 with the adoption of the FY2020 department on July 2, 2019.

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

SECTION 1. That the City Council hereby agrees with and affirms the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is better than the price negotiated by that government agency for the Evidence Management System with QueTel Corporation, and

SECTION 2. That the City Council authorizes the City Manager to execute a five-year contract with QueTel Corporation.

PASSED AND ADOPTED by the City Council this 3rd day of December 2019 by the following vote:

82093.00015\31071836.2

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Xóchitl Rodriguez, Mayor

ATTEST:

____
Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

AGREEMENT FOR HOSTING AND MAINTENANCE OF A PHYSICAL EVIDENCE SYSTEM AND A DIGITAL EVIDENCE SYSTEM

THIS AGREEMENT is made and entered into as of the 3rd day of December 2019, by and between the City of Woodland Police Department ("Agency") and QueTel Corporation ("Contractor"), a corporation organized and existing under the laws of the Commonwealth of Virginia.

RECITALS

Agency requires the professional services of a firm that is experienced in installation and maintenance of Law Enforcement Evidence Tracking Systems.

NOW, THEREFORE, in consideration of this recital, and the mutual covenants contained herein, Agency and Contractor agree as follows:

1. **SCOPE OF WORK**
   Agency retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. **STANDARD OF PERFORMANCE**
   While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in California and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. **TERM**
   The term of this Agreement will be effective for a period of five years from the date first above written, and this Agreement may be amended to extend it for an additional four one-year periods. Extensions will be based upon a satisfactory review of Contractor's performance, Agency needs, and appropriation of funds by the Agency Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. **CHANGES IN WORK**
   If, in the course of the Agreement, changes in work are proposed by Contractor or the Agency, and informal consultation with the other party indicates that a change in the terms and conditions of the Agreement may be warranted, Contractor or the Agency may request a change in the Agreement. The changes must be processed in the following manner: Contractor will forward a letter outlining the proposed changes, including any changes in the fees or statement of work to the Agency. The letter should clearly describe what services are to be provided. If appropriate, the letter will also describe what existing screen or

function should be changed and what capability is provided. Agency staff will prepare an Amendment to the Agreement and submit it for approval to the Agency Project Manager. Any Amendment to this Agreement will not render ineffective or invalidate any unaffected portions of this Agreement.

5. TIME IS OF THE ESSENCE

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

6. COMPENSATION

The total not to exceed fee payable for the Software and Services to be performed as defined in Exhibit "A" will be One Hundred Fifty-Five Thousand Dollars ($155,000.00), to be paid in the amount of Fifty-One Thousand Dollars ($51,000.00) the first year and $26,000 in subsequent years. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

7. LICENSE

Contractor grants to the Agency a perpetual, irrevocable, nonexclusive, nontransferable license to use all Contractor Application Software provided under this Agreement as specified in Exhibit "D" Software License.

8. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of Agency. Contractor will be under control of Agency only as to the result to be accomplished but will consult with Agency as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of Agency for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. Agency will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. Agency will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify Agency within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which Agency may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the Agency's election, Agency may deduct the indemnification amount from any balance owing to Contractor.

9. PERSONNEL

9.1 Contractor' s Project Manager.

James Cleaveland will be Contractor's Project Manager and ***Issa Salama*** will be

Contractor's back-up Project Manager for the Project. In addition to the specific duties identified in the Statement of Work contained in Exhibit A, the general duties of Contractor's Project Manager include, but are not limited to: (a) functioning as a coordinator between Contractor's staff and the Agency's staff; (b) coordinating the deployment of Contractor's resources; (c) working with the Agency's Project Manager to plan all Project activities and tasks; (d) ensuring Contractor's tasks identified in the Statement of Work are performed in accordance with the Project Schedule; (e) acting as Contractor's point of contact for all matters relating to the Project and this Agreement; (f) facilitating meetings between the Agency and Contractor's executives, when scheduled or requested; (g) ensuring the Agency's Project Manager or designee receive necessary information through written documentation, and formal and informal communications; (h) ensuring only competent, qualified experts from Contractor and Contractor's subcontractors are utilized on this Project; (i) responding in writing to any written request from the Agency within five (5) business days from the date of request; and (j) promptly responding when contacted by the Agency's Project Manager.

9.2 <u>Agency's Project Manager</u>
The Agency's Project Manager will be Senior Management Elle Murphy for the Project. In addition to the specific duties identified in the Statement of Work contained in Exhibit A, the general duties of the Agency's Project Manager are: (a) coordinating the assignment of Agency resources necessary to fulfill the Agency's obligations under this Agreement; (b) acting as the Agency's point of contact for all matters relating to the Project and this Agreement; and (c) responding in writing to any written request from Contractor within five (5) business days from the date of the request.

9.3 <u>Contractor's Key Personnel</u>
If, at any time during the term of this Agreement, Contractor is required to change the Project Manager or back-up Project Manager for any reason, Contractor will replace the previous Project Manager or back-up Project Manager with a new Project Manager or back-up Project Manager, acceptable to the Agency, within ten (10) business days. In addition, Contractor will develop a plan for acclimating the new Project Manager and ensuring the Project continues on schedule. A change in Project Manager will not be grounds for a change in the schedule or a change in the terms of this Agreement.

10. <u>PUBLIC DISCLOSURE REQUEST</u>

If Agency receives a request to disclose any Confidential Information under any Public Information Act, Open Records Act or similar law, including the California Public Records Act ("Request"), the Agency shall immediately notify Contractor and prior to disclosure give Contractor an opportunity to take any protective action it deems appropriate. If Contractor has not responded within the ten-day timeframe Agency has to respond to Public

Records Act request, the Agency may, in its sole discretion and without being in breach of this Agreement, respond to the Request as the Agency deems appropriate. In the event that Contractor requests that the Agency not disclose the Confidential Information materials sought pursuant to the Request, and Agency does not disclose the materials requested, Contractor will indemnify Agency against any losses, including reasonable attorney fees and costs, sustained arising from the non-disclosure of the Confidential Information material requested in the Request. Agency, in its sole discretion may tender the Request to Contractor for response, including any and all subsequent legal actions or challenges related to the non-disclosure.

11. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City of Woodland, its officers, agents, and employees from any claim, loss, cost, damage, expense, attorneys' fees, expert witness fees, or liability of whatsoever nature or kind, resulting from the alleged misconduct of Contractor or its employees or designees, in the performance of its duties and obligations under this Agreement including negligence and failure to comply with applicable laws, court rules or administrative regulations.

12. INVOICES

Contractor shall submit invoices directly to Accounts Payable, Woodland Police Department 1000 Lincoln Avenue, Woodland, CA 95695, on an annual basis. All invoices will be paid within 30 days of receipt. Every invoice shall specifically describe each item for which payment is requested. All invoices submitted by Contractor shall comply with the requirements set forth in this Agreement.

13. INSURANCE

Contractor will obtain and maintain for the duration of this Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII".

Insurance policies meeting the requirements herein identified shall be maintained for the term of this Agreement. Renewal certificates shall be sent to the Agency Clerk 30-days prior to any expiration date. There shall also be a thirty-day notification to the Agency in the event of a cancellation or modification of any stipulated insurance coverage.

The Contractor will name the City of Woodland as an additional insured under all required policies. All required insurance policies shall be based on occurrence and not based on claims made. Certificate of Insurance meeting the required provisions shall be sent to

Woodland Police Department
Attn: Senior Management Analyst
1000 Lincoln Avenue
Woodland, CA 95695

13.1 Coverage and Limits

Contractor will maintain the types of insurance coverage and minimum limits indicated below, unless Agency Project Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. Agency, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

13.1.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

13.1.2 Automobile Liability (if the use of an automobile is involved for Contractor's work for Agency). $1,000,000 combined single-limit per accident for bodily injury and property damage.

13.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the State of California. Workers' Compensation will not be required if Contractor has no employees and provides, to Agency's satisfaction, a declaration stating this.

13.1.4 Professional Liability. Errors and omissions (E&O) liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

13.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

13.2.1 The Agency will be named as an additional insured on General Liability.

13.2.2 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to Agency sent by certified mail pursuant to the Notice provisions of this Agreement.

13.3 Providing Certificates of Insurance and Endorsements. Prior to Agency's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to Agency.

13.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurances coverage, then Agency will have the option to declare Contractor in breach or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverage. Contractor is responsible for any payments made by Agency to obtain or maintain insurance and Agency may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

13.5 Submission of Insurance Policies. Agency reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

14. WARRANTIES

14.1 System Warranty. Contractor warrants that the Evidence Tracking Systems will meet the requirements as defined in this Agreement, the proposal submitted by Contractor and the final documentation for the Evidence Tracking System. Contractor warrants that for the Warranty Period and for as long as there is an agreement between the parties, the Evidence Tracking System will be free from defects in material and workmanship and remain in good working order.

14.2 Software Warranty. Contractor agrees that during the Warranty Period and as long as there is an agreement between the parties, Contractor will provide the Agency with any updates to the application software and any related documentation at no additional charge.

14.3 Work Quality Warranty. Contractor warrants that all work performed by Contractor under this Agreement will confirm to best industry practices and will be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge to do so.

14.4 Warranty of Title and Non-infringement. Contractor warrants that it has good title to all Contractor application software ("Software") provided under this Agreement and the right to license its use to the Agency free of any proprietary rights of any other party or any other encumbrance whatsoever. Contractor shall indemnify, hold harmless, and defend the Agency from any liability for damage, costs, reasonable attorney fees or other loss incurred by the Agency in connection with any claim that the Software or the Agency's use thereof under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party; provided, however, that Agency has given Contractor prompt written notice of any such claim and Contractor shall not admit liability on behalf of the Agency. Should the Software become the subject of a claim of infringement of a trade secret, trademark, copyright or patent, the Agency may, at is option and expense either (1) procure for the Agency the right to continue to use the Software as contemplated in this Agreement, or (2) replace or modify the Software and/or modify its use to make its use under this Agreement non-infringing. Contractor agrees that the Agency's remedy hereunder shall not be limited to this corrective action.

14.5 Service Warranty. Contractor warrants that it will remedy any failure, malfunction, defect, or nonconformity in the Evidence Tracking Systems as specified in Exhibit E, QueTel Technical Support Services.

14.6 The provisions of the foregoing warranties are in lieu of any other warranty, whether express or implied, written or oral (including any warranty of merchantability or fitness for a particular purpose). The foregoing warranties extend to the Agency only and shall not be applicable to any other person or entity.

15. Notices

The names of the persons who are authorized to give or receive written notices to or on behalf of Agency and to or on behalf of Contractor pursuant to this Agreement are identified below.

For the Agency:	For Contractor:
Name: Elle Murphy	Name: James R. Cleaveland
Title: Senior Management Analyst	Title: President
Agency: Woodland Police Department	Company: QueTel Corporation
Address: 1000 Lincoln Avenue	Address:14100 Sullyfield Circle Suite 700

Woodland, CA 95695 Chantilly, VA 20151
Phone: 530-661-7832 Phone: 800-354-6777 ext. 1

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. <u>CONFLICT OF INTEREST</u>

Contractor, for Contractor and on behalf of Contractor's agents, employees, and consultants, warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement.

Contractor further warrants that neither Contractor, nor Contractor's agents, employees, or consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Contractor will file with the Agency an affidavit disclosing this interest.

17. <u>DISPUTE RESOLUTION</u>

If a dispute should arise regarding the performance of the Services, the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or Agency will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the Agency Project Manager. The Agency Project Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the Agency Project Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

18. <u>TERMINATION</u>

Upon thirty (30) days written notice to the Contractor, the Agency shall have the ability to terminate this Agreement for any reason.

19. <u>COVENANTS AGAINST CONTINGENT FEES</u>

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, Agency will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

20. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to Agency must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to Agency, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for Agency to terminate this Agreement.

21. JURISDICTIONS AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the state of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

22. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon Agency and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of Agency, which shall not be unreasonably withheld.

23. ORDER OF PRECEDENCE

The Contractor's proposal, and all other documents specifically referenced as Exhibits to this Agreement, are included and made part of this Agreement. The requirements of this Agreement shall supersede any conflict between the attached Exhibits, and this Agreement.

In the event of any inconsistency between or among the documents reference as Exhibits to this Agreement, or any other documents, the inconsistency shall be resolved by giving precedence in the following order:

A. Agreement Amendments.
B. Agreement.
C. Exhibits

24. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, embody the entire Agreement and understanding between the parties relating to the subject matter of it. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR	City of Woodland
*By: ___________________________	By: _________________________
(sign here)	
James R. Cleaveland/President	Paul Navazio/City Manager
(print name/title)	(print name/title)

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EXHIBIT A
SCOPE OF SERVICES

This sample Scope of Services defines the principal tasks of both parties for the implementation of a complete physical and digital Evidence Management System for the City of Woodland Police Department. As it is adaptable to the input of stakeholders, it is subject to review prior to and in the early stages of implementation as needed and may be more specific and include steps or tasks that do not apply to the Agency.

Task 1: Preliminary Data Conversion and RMS Interface
The purpose of this task is for QueTel Corporation to develop a routine for the export of evidence data from the Agency's current system(s) (The BEAST), provided in a SQL data file, make any suggestions needed for data integrity and conformity to SQL Server field standards, and to develop a data transformation service (DTS) module. Develop the interface with the Agency's TriTech Record Management System.

QueTel Corporation will:

1. Analyze the data from the Agency's current Evidence Management System and bring to the Agency's attention any issues that may arise.
2. Develop a DTS module to import and test data against a sample of the data export from that system.
3. Note any corrections needed for data integrity and conformity to SQL server field standards.
4. Develop the RMS interface and push test data to the TriTech Record Management System

The Agency will:

1. Export a test field from the legacy Evidence Information Management System(s) to a SQL data file.
2. Make decisions about the data corrections needed.
3. Make corrections and export a fresh copy, if significant corrections are required.
4. Confirm the data pushed to the TriTech Record Management System is correct

Task 2: Installation and Configuration of the Trial System

The purpose of this task is for QueTel to install the Evidence Management Systems as specified, including the converted data and the RMS interface on the AWS Gov Cloud.

QueTel Corporation will:

1. Configure the database tables and configure or develop screen layouts in accordance

with the Agency's accepted design.

2. Create the formats of the letters and forms, including draft requests from the Evidence Management Unit Staff to the officers or detectives to release property and to owners to pick up property.
3. Install a test Digital and Physical Evidence Management System on the AWS Gov Cloud, so that users can test how it adheres to the design document.
4. Populate the configured database with the converted data.
5. Install any hardware necessary to fully test the Trial System.
6. Test the RMS interface.

The Agency will:

1. Provide and approve the values to be entered in the look up tables to validate entries into key fields. Many of these values, e.g. crime charges, locations, etc. will already be part of the current Digital and Physical Evidence Management System (s), but any additional values for those tables or additional tables, which the Agency may want, will be provided. New tables with many entries may be entered in a spreadsheet and QueTel Corporation can import them.

Task 3: Agency Review and Approval of Trial System, Interface, and Converted Data

The purpose of this task is to ensure that the functionality of the Digital and Physical Evidence Management System is as specified in the detailed design configuration document and the test data conversion was successful.

QueTel Corporation will:

1. Review the functionality of the Trial System with the Agency and work jointly with the Agency to resolve any issues.
2. Make necessary changes in the Trial System in order to conform to the design document.
3. Make any necessary changes to the DTS in order to correct errors in the data conversion.
4. Do successive test data conversions until issues with the DTS are resolved.

The Agency will:

1. Validate the data imported from the current system and notify QueTel Corporation of any errors.
2. Verify the RMS interface is bringing data into TraQ correctly.
3. Review the functionality of the Trial System for conformance to the detailed design configuration document and notify QueTel Corporation of any corrections that need to be made.

4. Notify QueTel Corporation of final approval of the Trial System.

Task 4: Training

QueTel will train trainers in the use of the approved system and evidence personnel and remotely train administrators in the configuring user groups. QueTel Corporation will schedule that training just before going live.

Task 5: Production Software Installation on AWS Gov Cloud

The purpose of this task is to install the approved software configuration on the AWS Gov Cloud This is done in preparation for production use.

QueTel Corporation will:

1. Convert final data from legacy system into the trial system
2. Install RMS interface with TraQ
3. Install the approved configuration in the trial system on the AWS cloud

Task 6: Final Acceptance Test Period

Following go live, the Agency will begin a Thirty (30) day Final System Test period.

The Final System Test will be considered successfully completed when:

1. The Digital and Physical Evidence Management System has run continuously without any serious errors.
2. Minor errors found during the Final System Test have been remedied.
3. The Digital and Physical Evidence Management System has run continuously with an uptime standard of 99.95%

For purposes of this Agreement, a serious error will have occurred if:

1. The Agency has essentially no effective use of the Evidence System.
2. A key function or operation of the Digital and Physical Evidence Management Systems are substantially impaired and impacts the Agency's Evidence Management.

When serious errors occur, the Agency will immediately, and in writing, describe the error, in what function it occurred and what keystrokes or mouse clicks the user had performed immediately prior to the error. The 30-day Final System Test period will start anew after QueTel installs corrections to remedy such serious factors.

Exhibit B
Project Cost

	Annual Charges	**$26,000 per year**
Core System	Evidence TraQ / Digital TraQ (Hosted on AWS Cloud)	
	Basic record keeping, security and control features & remote query	
	Statistical Data Dashboard	
	Attachments	
	Returns and Transfers	
	Create Owner Notifications	
	Create Court Orders	
	100% Chain of Custody	
	Unlimited Queries	
	Unlimited people involved	
	Automatic notifications of retention dates	
	Side bar alerts	
	Uploading images into secured repository	
	Burn Digital files to CD/DVD	
	1 Terra Byte digital storage	
	100% Chain of Custody of Images	
	Restrict Images	
	Print/Copy Images	
	Additional First Year Charges	**$25,000**
	AWS Cloud Setup	
	Data Conversion from BEAST	
	Interface with TriTech Record Management System	
	On-site Training (2 Days)	
	Travel Expenses	
	Active Directory	

Exhibit C
Preliminary Acceptance

The functions that will be demonstrated by Contractor on the production Evidence Tracking System during Task 5 of Exhibit A include but are not limited to:

Enter and query data and images

1. Enter several records in each of the look up tables such as:
   a. Add users to the user table
   b. Add locations to the location table
2. As a property officer accept physical evidence
   a. Put physical items away on the shelf using the Touchpad
   b. Verify that the move was recorded in the history
3. Query that the item and the digital records have been entered into the active database
4. Query by case
5. Verify that the physical evidence records are in the active database
6. Show that the history records reflect that they have been submitted, accepted, and moved to the proper shelves
7. Display the attached reports that were automatically attached
8. Verify that the images are in the active database
9. Verify that item image shows as Authenticated
10. Show that the history records their submission, annotation, and access
11. Edit one or two item and image records
12. Check history tables to verify the edits
13. Test the query capability physical evidence
    a. Build searches for physical evidence using different fields and save
       i. By case
       ii. By person
       iii. By submitting officer
    b. Run queries and verify that they return the expected records
    c. Sort on a non-default column
    d. Print the browse grid
    e. Add a field to the browse grid and move it to the desired position
    f. Remove a field
    g. Verify that the added fields are positioned properly and the deleted field gone
14. Test the query capability for digital evidence
    a. Build searches using different fields and save
       i. By photographer
       ii. By case
       iii. By case investigator
15. In the Image TraQ module, query a case with an impression image

16. Measure and calibrate the image
17. Save the calibration
18. Print the image in a 1:1 ratio
19. Using Photoshop make some enhancements to another image
20. Save the enhancements
21. Compare the original authenticated image with the enhanced image
22. Print the comparison images
23. Copy the two images to a CD
24. Verify that they copied
25. Print the images on the case
26. Enter a case as an officer and reject one or more items
27. Make sure his/her email is set to that of one of the testers
28. Check that the email arrived at the prescribed email address
29. Correct email address, as needed
30. Transfer one or more physical evidence items from one location to another
31. Use the signature pad
32. Verify that the item and history records record the transfer
33. Print the chain of custody to show the signature

Reports

1. Build, save, and run an ad hoc report
2. Narcotics items submitted for the prior month
3. Assumes narcotics items are separable by category for other items
4. Modify and save the above report to permit selection of any category
5. Run the report and check that it prompts for category

Integration with Case Management System

1. Case information from the Agency's RMS is populated in the system, each time case related evidence is newly entered or accessed in the system
2. Case in Agency's Case Management System is updated in near real-time with events, each time case related evidence is newly entered or modified in the QueTel system.

Build and run notifications letters

1. Create an (investigator) letter requesting release authorization based on a case query
2. Email to account that can be verified (e.g. a tester)
3. For owners create a letter requesting retrieval of unneeded property based on a case query

Exhibit D
Software License

By using the QueTel software product, called the TraQ Suite, which accompanies this License ("the TraQ Suite"), the City of Woodland Police Department ("the Agency" or "Customer") acquires a license to use the TraQ Suite; ownership of the TraQ Suite remains with QueTel Corporation ("QueTel" or "Supplier"). Before using the TraQ Suite, please carefully read this license which contains the terms and conditions under which you are acquiring a license to use the TraQ Suite. If you do not accept the terms and conditions of this license, please promptly return the TraQ Suite and accompanying documentation to the place of purchase for a full refund of any license fees paid. If you use the TraQ Suite, you will be acquiring a license to use the TraQ Suite in accordance with the terms and conditions of this license and any addendum, and you will be considered to have accepted and agreed to these terms and conditions.

1. License

1.1 QueTel hereby grants to the Agency a non-transferable and non-exclusive license to use the TraQ Suite, subject to the terms and conditions of this license.

1.2 If the documentation accompanying the TraQ Suite indicates that the TraQ Suite includes a "network license manager," then the functionality of the TraQ Suite is limited (e.g., the "save" function is inoperative and it has limited print capabilities). In order to activate the full functionality of the TraQ Suite, the Agency must obtain a user password (which may also be obtained as described in the accompanying documentation). A password will enable the TraQ Suite, with full functionality, to be utilized by such number of concurrent users of the TraQ Suite as the Agency selects, and the license fee charged to the Agency will be based upon the number of concurrent users the Agency selects. The Agency may, for an additional license fee, increase the number of concurrent users who may utilize a fully functional version of the TraQ Suite.

1.3 The Agency may make one (but only one) copy of the TraQ Suite solely for back-up purposes, provided the Agency reproduce on such copy the QueTel copyright notice affixed to the original copy.

1.4 The license fee for the TraQ Suite shall be payable by the Agency in accordance with the terms of the invoice sent to the Agency by QueTel or its authorized distributor.

2. Restriction on Use and Transfer of the TraQ Suite

The Agency may not copy the TraQ Suite (except as allowed in Section 1.3) or otherwise make the TraQ Suite available, in whole or in part, to any other party, and may not take any action to modify, reverse assemble or reverse compile the TraQ Suite, or any part thereof. The Agency may not sell, assign, give, sub-license in any manner or otherwise transfer by operation of law or otherwise, this license or said programs to any third party without prior written approval by QueTel.

3. Ownership and Protection of Confidential Information

3.1 QueTel shall at all times retain sole title to and ownership of the TraQ Suite, except that title to and ownership of any portion of the TraQ Suite that is owned by a third party shall remain with the applicable third party, such as Microsoft operating and database systems, Infragistics utilities for creating controls, barcode and signature capture software, bar code printer utilities, etc.

3.2 The TraQ Suite and the associated documentation contain copyrighted and/or proprietary information of QueTel. The Agency may not disclose or otherwise make available the TraQ Suite or the associated documentation to any person other than the Agency's employees for the purposes necessary for the Agency's use of the TraQ Suite as authorized herein. The Agency may not remove or alter any copyright notices or any other proprietary legends on the TraQ Suite or the associated documentation. The Agency must take such steps as are reasonably necessary to ensure continued confidentiality and protection of the TraQ Suite and the associated documentation as required hereunder and to prevent unauthorized access thereto or use thereof by any of the Agency's employees or any other entity. The provisions of this paragraph shall survive any termination of the license granted hereunder except as provided by law with which the Agency complies.

4. Limited Warranty

4.1 QueTel warrants to the Agency that the TraQ Suite will conform in all material respects to QueTel's then-current documentation with respect to the TraQ Suite, under normal use, and service without modification for a period of 30 days from the date the Agency receives its user password for the TraQ Suite. QueTel's entire liability and the Agency's sole remedy for any defects in the TraQ Suite during such 30 days shall be that QueTel will use its best and reasonable efforts either, at its election, (a) to correct any reproducible failure of the TraQ Suite to conform to the appropriate documentation in all material respects, or (b) to replace the TraQ Suite. QueTel shall have no obligation to repair or replace any TraQ Program which is not returned to QueTel within the warranty period or which has failed because of accident, abuse or misapplication.

4.2 QueTel makes no representations regarding warranty or liability other than as stated in this section.

4.3 Warranty of Title and Non-infringement.

QueTel warrants that it has good title to the Product and the right to license its use to the Agency free of any proprietary rights of any other party or any other encumbrance whatever. QueTel shall indemnify, hold harmless, and defend the Agency from any liability for damage, costs, or other loss incurred by the Agency in connection with any claim that the product or the Agency's use thereof under this agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party; provided, however, that the Agency has given QueTel prompt written notice of any such claim and QueTel shall not admit liability on behalf of the Agency.

Should the product become the subject of a claim of infringement of a trade secret, trademark, copyright or patent, QueTel may, at its option and expense either (1) procure for the Agency the right to continue to use the product as contemplated in this Agreement, or (2) replace or modify the product and /or modify its use to make its use under this Agreement non-infringing. QueTel agrees that the Agency's remedy here under shall not be limited to this corrective action.

4.4 The provision of the foregoing warranties are in lieu of any other warranty, whether express or implied, written or oral (including any warranty of merchantability or fitness for a particular purpose). The foregoing warranties extend to the Agency only and shall not be applicable to any other person or entity.

5. <u>Limitation of Liability</u>

In no event shall QueTel be liable to the Agency or any other person or entity for special, incidental or consequential damages (including, but not limited to, loss of profits, loss of savings, loss of data or loss of use damages) arising out of the use or disposition of the TraQ software due to factors outside of QueTel's control.

6. <u>Maintenance</u>

The Agency will obtain from QueTel, as a part of the annual fee, technical support services as described in Exhibit E of this Contract. Technical Support commences one year from acceptance of the software.

7. <u>Termination</u>

QueTel may terminate the license granted hereunder at any time by written notice to the Agency if Agency breaches any provision of the License and fails to remedy such breach within 45 days after QueTel provides the Agency notice of such breach. In the event of such termination, the Agency must immediately discontinue use of the TraQ Suite and notify QueTel in writing that the TraQ Suite has been returned to QueTel or destroyed. In such event, the Agreement shall be simultaneously terminated.

8. Export Law

The Agency may not export or otherwise transfer the TraQ Suite outside the United States unless it does so in full compliance with the U.S. Export Administration Act and any other laws or regulation governing the export of materials of such nature.

9. Government End Users

9.1 If the TraQ Suite is acquired by or on behalf of a unit or agency of the United States government, this provision applies. The TraQ Suite: (i) was developed at private expense, and no part of it was developed with government funds; (ii) is a trade secret of QueTel for all purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization as provided in the contract between the vendor and the government entity; and (iv) in all respects is proprietary data belonging solely to QueTel.

9.2 For units of the Agency of Defense ("DOD"), the TraQ Suite is licensed only with "Restricted Rights" as that term is defined in the DOD Supplement to the Federal Acquisition Regulations ("DFARS") 252-227-7013 (c) (1) (ii) and use, duplication or disclosure is subject to restrictions as set forth in the Rights in Technical Data and computer Software clause at DFARS 252,227-7013. Manufacture, QueTel Corporation, 14100 Sullyfield Circle, Suite 700, Chantilly, VA 20151.

9.3 If the TraQ Suite was acquired under a GSA Schedule, (i) the U.S. Government must refrain from changing or removing any insignia or lettering from the TraQ Suite that is provided or from producing copies of manual or disks (except one copy for backup purposes); (ii) title to and thereof shall remain with QueTel; and (iii) use of the TraQ Suite shall be limited to the facility for which it is acquired.

9.4 U.S. Government personnel using the TraQ Suite, other than under DOD contract or GSA Schedule, are hereby on notice that use of the TraQ Suite is subject to restrictions, which are the same as, or similar to, those specified above.

10. General

10.1 If any provision hereof shall be deemed by any court to be invalid, illegal, or unenforceable, such provision will be enforced to the maximum extent permissible by law, and the validity, legality and enforceability of the remaining provision hereof shall not be affected or impaired.

10.2 This License, the Agreement, and any addendum supersede all prior agreements and understanding between the Agency and QueTel related to the TraQ Suite and is intended to be the complete and exclusive statement of the terms of the Agency's license to use the TraQ software.

10.3 This License shall be governed by and construed in accordance with the laws of the State of California.

Exhibit E
QueTel Technical Support Services

Whereas the City of Woodland Police Department ("Agency") wants to ensure the continued, smooth operation of the software described below that it purchased from the QueTel Corporation ("QueTel"). This Agreement provides for QueTel to assist Agency in solving any problems, in a timely manner, with said software, in return for the fees indicated below.

QUETEL SUPPLIED SOFTWARE COVERED UNDER THIS AGREEMENT

This Technical Support Agreement covers The TraQ Suite (Evidence TraQ and Digital TraQ) purchased by Agency from QueTel.

TECHNICAL SUPPORT OBLIGATIONS

QueTel

QueTel will provide Technical Support Monday through Friday from 8:00 AM to 6:00 PM EST, QueTel Holidays excluded. Currently, QueTel is closed during the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day. Please note that QueTel may change these holidays upon 60-days written notice to Agency. QueTel is aware that the Agency has policies in place that require work to application and infrastructure outside of business hours. QueTel Support will work with the Agency to schedule any necessary after hours support at least 10 business days in advance.

QueTel will provide software patches, as required, to correct error conditions or software security vulnerabilities.

On all support requests, QueTel will generate a support ticket and communicate via email the ticket number reference, priority level assigned and status. The primary support representative will use best efforts to diagnose and correct the error condition, if possible. If it is not possible s/he will escalate the support ticket and follow the normal course of escalation. During the escalation process, status updates will be delivered from the designated point of contact for QueTel Support. This designated person will be assigned upon issuance of a support ticket.

QueTel will endeavor to resolve problems as swiftly as possible. However, QueTel is unable to provide guaranteed resolution times due to the uncertain nature and causes of problems. In all cases, QueTel will make its best efforts to resolve problems in as little time as needed.

Work performed after identification of a non QueTel failure, such as database/application transfer or recovery may result in additional charges to Agency. These charges will not be incurred until the Agency has at least 6 months to allow for "learning curve" while the Agency is familiarizing themselves with application and infrastructure. Such work and associated costs must first be proposed by QueTel to the Agency and approved by the Agency prior to the work being initiated.

Priority 1: Mission Critical

Definition: All users and critical functions affected. Software is non-operational for multiple users using multiple computers. QueTel will diagnose the root cause of the failure and inform the Agency.

Examples include, but are not limited to, users unable to logon (system wide) due to software failure.

Response time: QueTel will respond within one working hour of notification and immediately begin diagnosis. QueTel shall use commercially reasonable efforts to resolve such defects or provide a Circumvention Procedure within one (1) Business Day. If the condition is due to network or server failure, e.g. changed database passwords, or other non-software related causes, ownership of the problem will be transferred to Agency's IT staff. Additional charges may be incurred for QueTel remedying or help remedy the problems. Such work and associated costs must first be proposed by QueTel to the Agency and approved by the Agency prior to the work being initiated.

Priority 2: Severe

Definition: A large number of users or functions affected. Impacts necessary operational performance but does not affect data entry and is a system-wide issue impacting multiple users using multiple computers.

Examples include, but are not limited to, the inability to enter, upload, or edit data from any PC (excludes mobile devices). Data loss or corruption, although not anticipated, can arise from an unknown condition and will be treated as a Priority 2 request.

Response time: QueTel will respond within four working hours of notification and initiate diagnosis, testing and problem resolution to bring the system to operational functionality. QueTel shall use commercially reasonable efforts to resolve such defects or provide a Circumvention Procedures within five (5) Business Days. Automated notification of receipt does not negate QueTel's responsibility to contact the Agency representative and discuss the nature of the issue within four hours of a defect.

Resolution requiring code changes will be assigned as a high priority and completed during normal business operational hours.

Priority 3: Limited

Definition: Limited degradation affecting a minimal number of users or functions. Business process can continue, and the defect does not affect database integrity or where a work around is available.

Examples include, but are not limited to, the inability to query data for reporting, printer/scanner inoperability and system generated operational error messages, and problems involving QueTel-supplied hardware.

Response time: QueTel will respond within one business day of notification and initiate diagnosis, testing and problem resolution processes. QueTel shall use commercially reasonable efforts to resolve such defect without the need for a Circumvention Procedure with the next published "include deliverable language here." Automated notification of receipt does not negate QueTel's responsibility to contact the Stakeholder client and discuss the nature of the issue within one business day of a defect.

Resolution requiring code changes will be assigned as a priority and completed during normal business operational hours.

Priority 4: Minor

Definition: Minimal degradation affecting few users or functionality. Business process can continue without interruption.

Examples include, but are not limited to, third party software conflicts, printer head misalignment and reporting of user operational error messages.

Response time: QueTel will respond within one business day of notification during normal business hours through attention to diagnosis, testing, and problem resolution.

Priority 5: Enhancements

Definition: Changes to the interface or operation, modify to meet special client needs.

Examples include, but are not limited to, adding buttons to the screen, custom or customized reports, or new features. These require code changes.

Response time: QueTel will provide a quote for such changes and a timeline for making them available for delivery to the Agency within an agreed upon timeframe with the Agency.

Agency

Agency will identify a primary and secondary point of contact (POC) and transmit the names, telephone numbers, and email addresses of those two people to QueTel. All requests for technical support shall be channeled through the two POCs. Agency POCs shall be sufficiently skilled in database management to be able to perform general fault identification, possess general "Administrative" rights to enable third party software on local computers and have direct access or third party access to the server on which the QueTel application and database is installed.

Agency shall assure the security of the network and the server on which the application and database are stored. Agency will provide the proper server environment, including industry standard backup capabilities.

Prior to contacting QueTel, Agency shall assure the server and all hardware are operational.

Additional Services

QueTel can provide additional training on-site or via the web for existing and new users, develop custom modules for Agency or assist in moving the application to new servers. These services will be provided on the basis of an estimate of the time involved and the cost thereof.

Additionally, time and material costs may be incurred, if problems are determined to be caused by malfunction of the client IT infrastructure (server, network, etc.) or by mistaken or intentional action by Agency staff. The time involved may consist of, but not be limited to, problem diagnosis, correction, and testing.

LIMITATION OF QUETEL LIABILITY

QueTel shall not be responsible or liable for any failure to perform thereunder if such failure is caused by acts of God, strikes or labor disputes, failures of transportation, fire or flood or other causalities, which are beyond circumstance for any incidental or consequential damages or any damages for negligence, with respect to any software provided under this Agreement

Exhibit F
QueTel's Proposal

Ms. Murphy

Thank you, Woodland Police Department for allowing QueTel the opportunity to prepare this quote to you from our full suite of software. QueTel thanks you for your investment of time to give us the chance to earn your business, we realize that this upgrade will be an investment in both time and funds. With this fully web-based system it would allow your agency to be totally paperless should you so choose to be. With the software being on QueTel's Amazon Cloud (AWS Gov Cloud) you can access the system anywhere that you can gain access to the internet. Your officers could log their evidence directly from the crime scene if they have WIFI connectivity. Our system is fully rights driven, so you decide who can add or view the items within the system. You could even give your courts a viewing right to see the evidence that they need for court. Your data would be stored on our Amazon (Amazon Web Service Gov Cloud) cloud, all QueTel employees have complete CJIS background screening. The Secret Serve even store items on the Amazon cloud.

We are offering in this proposal a complete Physical and Digital Evidence Management package as we have discussed during our conversations which would include:

a. Latest technology software
b. Manage all Evidence Inventory
c. Repository of Authenticated Images
d. Complete 100% Chain of Custody
e. Pinpoint accountability for items being stored
f. Critical alert when items have met retention dates
g. System generated Court Orders
h. System generated Owner Notifications
i. Searching and Reporting abilities
j. Conversion of data
k. RMS one-way interface with TriTech RMS
l. Installation on AWS Cloud server (Amazon Web Server, Gov Cloud)
m. Online Training

This complete **TraQ Evidence / Digital Management** Software package is being offered for a discounted **annual** cost of **$26,000** along with the additional first year expenses for data conversion, one-way interface, training and installation of both systems $25,000. Making the first-year total package of software set up a cost of **$51,000**. To include licensing and support fee for 12 months from "GoLive" date. ***After first 12 months' annual cost of the system will be $26,000, this will include all support and storage of data.***

QueTel's main goal is to provide effective solutions that enhance our clients' needs and expectations. We will work with your department to achieve these goals together in a partnership

to meet your expectations for today and well into the future. Another GOAL of QueTel is to move your department to a more efficiently ran department with less redundancy of data entry for all involved.
Please study and consider our bid proposal and bring to my attention any changes that you find may need attention. Once you are ready to move forward and commit to this proposal, I will do everything necessary to gain your complete satisfaction.

Thank you again for consideration of QueTel Corporation's TraQ Evidence / Digital Management software as we proposed. I look forward to working with your department in the future.

Sincerely

Gayla Robison
817-733-8097
gaylar@quetel.com

TraQ AWS Cloud Software Options Included in Proposal

Physical Evidence TraQ / Digital Evidence TraQ

Core System	Evidence TraQ / Digital TraQ (Hosted)	$26,000
	Basic record keeping, security, and control features & remote query Statistical Data Dashboard Attachments returns, and transfers Officer Input Wizard Module (60 sworn) Create owner notifications Create Court Orders 100 % Chain of Custody Unlimited queries Unlimited people involved Automatic notifications of retention dates Side bar alerts Uploading images into secured repository Burn Digital files to CD / DVD 1 Terra Byte digital storage 100% chain of custody of images Restrict images Print / Copy Images	
	Additional First Year Charges	
Installation	AWS Gov Cloud setup Data conversion from Beast Interface to TriTech RMS On site 2 days training Travel Expenses	$25,000

Active Directory can be added for an additional cost of $2,000 to this full system. This would allow for one easy sign on into both systems by users.

Evidence TraQ in the 21st Century

In line with the advice of Microsoft not to plunge all at once into browser software, QueTel began in 2002 to add browser components to its Microsoft SQL server applications, in particular an “officer proof” direct evidence reporting module and a case query module for investigators. In 2008, we introduced our first version of a fully browser system and within 18 months a second version (6.0) which is built upon a configurable middleware engine. The latter allows us to provide a common core for all clients into which we can “plug” optional standard enhancement modules and custom features to meet special client needs.

The new features we introduced with the first SQL server applications included:

- Auto set retention date to review for possible purging
- More power for clients with large databases and many users accessing the system
- Optional officer direct entry module
- Remote read only access for detectives and investigators
- Query by example whereby with one click the user is presented with an evidence record screen with no fields filled in. The user enters a value into one or more of the blanks and click again. The system finds all records with the entered values in the respective fields.
- Four saved and stored queries can be put in an icon bar and executed with one click
- Columns in the browse grid can be configured to each user’s need and sorted on any field
- The grid can be printed as an ad hoc report

New features in the 100% browser version

- Alerts for items that have reached retention date
- No software installed on the user’s PC (only need Internet Explorer)
- Email officer clean copy of evidence submission report
- Post unlimited number of saved & stored searches as links in side panel
- Post saved & stored ad hoc management statistical reports on side panel
- Graphical display on an executive dashboard (intake vs. purge, composition of evidence by category, and soon evidence activity logs
- Case change utility if office associates evidence and person with the wrong case
- Track every user log on and what searches s/he conducts

QueTel has also added an optional digital evidence repository to upload, authenticate, and make easily accessible in one place images, videos, and voice recordings to authorized users.

The more powerful tools available in the 21st Century make possible development of optional feature enhancements to save time, eliminate paper, and make the data and underlying evidence items more secure.

Optional Enhancement Modules:

Panasonic Tough Pad Kit (Android or IOS)
Signature Capture PC / Mobile Scanner

For transfers over the counter and inclusion in chain of custody

Convert Existing Data

Initial import of a flat file exported from another database application

Report Writer

Permit everyday users to create their own custom report listings for management and their own use

Submission Rejection Module

Allows property officer to send an officer an email out of the system to return to property room to correct improper packaging or description.

Disconnected electronic property reports

Allows entering property reports from remote locations without intranet connectivity and synchronize with the server after returning to the office.

Case Correspondence Log (electronic sticky notes)

Allows property officers to keep a log of notes; contacts with courts, owners, etc.; regarding a case to eliminate need to keep such a list in paper form in the file.

Remote Request Module

Officer can request the property room to have items available for pick up at a certain time or to take them to court or to lab.

Overdue reminder

Allows property manager to email notice to officers who have property that was checked out prior to a date he specifies.

Electronic Release Manager

Emails officer (or investigator) a request to authorize release of property. Officer clicks on a link to OK release or continue to hold property. Module notifies property room of officer's response & lists non-responding officers.

Instant inventory reconciliation in mobile scanner

Mobile scanner software instantly alerts inventory takers of misplaced items as they are scanned and items that are missing as they complete scanning a bin location

Data Import

Ability to export data to one of several file formats, to populate fields in one or more tables.

Blue-tooth inventory

Replaces mobile scanner by allowing users scan shelves in small areas or in "tubs" moved from the shelves to a PC and run inventory reports. Requires blue tooth scanner connected to PC.

Automatic event notification module

Allows setting up "event notifications," such that when an event occurs users can receive notification in their alerts drop down and/or an email, and non-users, e.g. prosecutors, can receive an email.

Random Audit

Auditor designates number of items to audit by category. System randomly selects items by category and loads to mobile scanner. Scanner displays location and item description on screen. Auditor finds items one by one and scans barcodes. Uploaded to PC it runs report of found and missing items.

Global Replace Transactions

Users can create ad hoc "transactions," which change multiple values in many unrelated records (e.g. change investigator on a list of cases where the CID manager is reassigning workload by entering a number of case numbers), so users don't have to change items records one by one

Box Management Utility

Users can place items in a secured "container" and to move or inventory all items in it by scanning one box barcode affixed to it. Use mobile scanner to put items in box, remove, and inventory.

Cash Ledger Report

Run monthly reconciliation of beginning balance, new cash received, cash transferred to bank (treasury), cash paid out, and ending balance

Printing Custom Forms from TraQ

Special forms such as lab requests and court order

Table, field, and screen form configurator

Provides a database administrator a WYSIWIG tool to add, delete, and modify fields in the database, to organize them for ease of use on different display tabs, and to add or remove data display tabs.

Interface to Records or CAD System

Automated extraction of data from case management system to assure compatibility and reduce duplication of data entry (custom)

Interface configurator

Tools to enable system administrator to develop and modify an interface between a records system and TraQ

Options Included in Quote for Woodland California Police Department:

TRAQ PHYSICAL CORE BASIC:

Security, and control features & remote query
Statistical Data Dashboard
File Attachments, returns, and transfers
Officer Input Wizard Module
Owner notifications
Court Orders
100% Chain of Custody
Unlimited queries
Unlimited people involved
Automatic notifications of retention dates

Side bar alerts
Data Conversion from BEAST software with
One way interface to TriTech RMS

TRAQ DIGITAL CORE BASIC:

Upload authenticated images
Record description
Print receipt
Query
Maintain 100% chain of custody
Print and copy
1 terra byte of digital storage (additional storage available if needed at $800 a TB)

INSTALLATION:

Remote VPN test and go live

Training:

2 days onsite training / expenses

Active Directory can be added for an additional cost of $2,000 to this full system. This would allow for one easy sign on into both systems by users.

QueTel Corporation
14100 Sullyfield Circle Suite 700
Chantilly, Virginia 20151
November 18, 2019

Woodland Police Department
Atten: Elle Murphy

Ms Murphy,
QueTel appreciates the opportunity to present an offer in response to Woodland's request for Evidence TraQ and Digital TraQ. QueTel would like to offer our Digital TraQ and Physical TraQ on the secured AWS (Amazon Web Service) cloud. The AWS is a secured CJIS compliant cloud service, all QueTel's employees are CJIS background checked.

QueTel would like to offer both Physical and Digital system for an annual cost of $29,000.
Physical software annual cost $15,000.
Digital software annual cost $14,000.

IF both systems were purchased as one package, QueTel would offer a 10% discount, reducing annual fee to $26,000. per year for the hosting fee.

QueTel's AWS Cloud TraQ Physical software would include the below listed options**:**

Basic System	Basic record keeping, security, and control features & remote query
Electronic Officer Property Reports	Easy to use software wizard for that steps officers through submitting evidence reports. Entries store report data in a temporary file, until property officers accept them
Officer Licenses	67 sworn officers
File Attachment	Permits users to attach any windows file (including images) to cases and automatically captures and stores pdf files of electronic officer entry and currency counter reports.
Active Directory	Allowing onetime sign on into both systems

QueTel AWS Cloud TraQ Digital software would include the below listed options with
1 terra byte storage, additional terra bytes storage can be purchased as needed for $650.

Repository of Authenticated Images	Upload authenticated images into a secure repository, record description, print receipt, query, maintain chain of custody, and print and copy
Licenses per sworn officer in agency	Sworn employees upload and query
Burn digital files to CD/DVD	Secure, one-step utility allows authorized users to burn digital files quickly and directly to a CD or DVD, to avoid generating uncontrolled copies

QueTel's hosting fee does **NOT** include the first year onetime equipment and training costs. The below charges would be an additional charge to the first year purchase of **$27,500** This one time additional charge would include a discounted charge to convert the old data from Beast software along with establishing a One Way interface to your current TriTech RMS system with the help of Woodlands IT department. With the One Way Interface to TriTech this would eliminate duplicate entry of evidence for the officers.

First Year Additional Expenses	**Units**	**Price**	**Cost**
VPN Installation			$3,000
Training / Travel Expenses / Project planning	3 days		$10,000
Data Conversion from Beast software Along with ONE Way Interface to TriTech system		$20,000 option discounted down if purchased at installation	$12.000
Active Directory		$2,500	$2,500
Total First Year additional costs			$27,500

Maintenance is included in the purchase cost, maintenance includes system updates to original modules purchase and tech support 9am – 6pm Eastern Standard Time, Monday – Friday with the exception of most Federal holidays.

After first year (12 months Go Live) training and equipment charges the annual cost of both systems would be $26,000. This would include all support charges to the system.

1st Year Software Digital / Physical / storage / support	$26,000
2nd Year Software Charge storage / support	$26,000
3rd Year Software Charge Storage / Support	$26,000
4th Year Software Charge Storage / Support	$26,000
5th Year Software Charge Storage / Support	S26,000

QueTel's Mobile TraQ could be added to the above fully listed software package for an additional yearly cost of $4,500 to the annual charges. This would be approx. $6 an officer to have the ease of use of the mobile upload. With this addition (Mobile TraQ) to the above listed cloud package the costs would raise to $30,500 per year.

QueTel looks forward to working with the Woodland Police Department in the future.

All prices are good for 90 days from date of quote.

Sincerely
Gayla Robison
QueTel Sales Consultant
Texas Tech of Year
Past President TAPEIT
817-733-8097
gaylar@quetel.com

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 3, 2019
ITEM #: I.8.
SUBJECT: Animal Services Contract

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ____ approving the Fiscal Year 2019/20 Animal Services Agreement with the County of Yolo and to appropriate an additional $46,680 in the General Fund.

Staff Contact:
Kim McKinney, Finance Officer, (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Fiscal Impact:
The proposed contract results in an annual cost of $739,560 for animal services provided to the City of Woodland through a contract with Yolo County. The proposed contract for FY2019/20 represents an increase of $113,007 or 18% over the contract amount for FY2018/19. In the preparation of the City's FY2019/20 budget, staff assumed an annual increase of 5% (or approximately $31,000). The actual contract amount results in a baseline budget shortfall of $81,679. Staff has identified $35,000 in current appropriations that can be redirected to assist with the budget shortfall, however, an additional appropriation of $46,680 is required to cover the additional increased cost.

Background:
The County of Yolo, through the Sheriff's Department/Animal Control Division and under an agreement with the City of Woodland, provides animal control services to the Woodland community. Section 6.0.4 of the Woodland Municipal Code adopted in 1974, delegates animal control responsibilities and authority to the County. The Animal Control Services Division of the Yolo County Sheriff's Office provides animal control services to all cities in the county, the University of California at Davis, and all unincorporated areas of the county. The Division staff includes animal control officers who respond to calls for service in our community, and animal shelter staff who maintain a safe and humane environment for animals that have been taken to the shelter. Additionally, the Division has and/or contracts for veterinary and other staff available to care for injured animals. The Division performs all animal control services for the City including animal licensing, pick up of stray or injured animals, pick up of dead animals, quarantine of animals when required, and the sheltering, release and adoption of impounded animals. For health and safety reasons, some animal services such as vicious animal calls or dog bite reports are mandated.

Discussion:

The cost of providing these services is allocated between the County and the cities based upon an agreed-upon methodology that includes allocation of fixed annual costs, as well as proportional share of "variable" costs, based on the number of service calls received from each jurisdiction (animal control) and the number of animals housed at the shelter (animal services). The County also collects and retains all fees (license fees collected from pet owners in the cities and unincorporated county, redemption fees, neutering fees, etc.) for the animal control program. Each jurisdiction is, in turn, credited for the amount of fees collected. The cost of services assigned to each agency, less fee revenues collected, determines the contract amount for each fiscal year.

For FY2019/20, the overall cost of supporting the County's animal services functions is estimated at $2,421,157 and represents an increase of 11.1% ($241,039) from the prior year's contract. The cost allocated to the City of Woodland reflects both our proportionate share of this general increase, as well as adjustments that result from updating the three-year average of calls for service and animal intake at the shelter. As proposed, the City of Woodland's contract amount for FY2019/20 represents 30.6% of the overall cost of countywide animal services, reflecting a slight increase from 28.7% in FY18/19. Animal Services Division statistics show that the City of Woodland is responsible for approximately 37% of all division workload. By comparison, the cities of West Sacramento and Davis provide 27.5% and 14% of program costs, respectively, while Yolo County accounts for 23%. The balance (5%) is allocated to UC Davis and the City of Winters.

The County and representatives from the participating jurisdictions are presently exploring the possibility of establishing a new joint powers authority (JPA) to oversee and manage provision of animal services in Yolo County. The goal of establishing a JPA would be to provide increased role for participating agencies in policy decisions that impact operating costs of the existing program, as well as to explore options for construction of a new animal shelter facility through a public/private partnership.

Conclusion:
Staff recommends that the City Council approve Resolution No. ____ approving the Fiscal Year 2019/20 Animal Services Agreement with the County of Yolo and to appropriate an additional $46,680 in the General Fund.

Prepared By: Kim McKinney, Finance Officer

Paul Navazio
City Manager

Attachments:
1. Resolution - FY20 Animal Services Contract and Appropriation
2. FY2019-20 Animal Services Contract

RESOLUTION NO: ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FISCAL YEAR 2019/20 ANIMAL SERVICES AGREEMENT WITH YOLO COUNTY AND APPROPRIATING $46,680 IN GENERAL FUND RESERVES

WHEREAS, the County of Yolo, through the Sheriff-Coroner's Office, provides animal control services to the City of Woodland through a contractual agreement; and

WHEREAS, Section 6.0.4 of the Woodland Municipal Code adopted in 1974, delegates animal control responsibilities and authority to the County; and

WHEREAS, the cost of providing animal control services to the City of Woodland for FY2019/20 is $739,560; and

WHEREAS, the fiscal year 2019/20 operating budget includes General Fund appropriations for animal control services totaling $692,880;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

Section 1. The Agreement between Yolo County and the City of Woodland for Animal Control Services for FY2019/20 is approved.

Section 2. General Fund appropriations of $46,680 are approved to address the funding shortfall based on the total contract amount.

PASSED, APPROVED, AND ADOPTED THIS 3rd DAY OF DECEMER, 2019.

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

I, ______________________________, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. ___________ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the __________ day of ______________, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

RESOLUTION NO: _______________

Xochitl Rodriguez, Mayor

ATTEST:

_____________________________________,
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

____
Kara K. Ueda, City Attorney

YOLO COUNTY SHERIFF'S OFFICE

140 TONY DIAZ DRIVE, WOODLAND, CA 95776

(530) 668-5280 WWW.YOLOCOUNTYSHERIFF.COM

TOM A. LOPEZ
SHERIFF ~ CORONER ~
PUBLIC ADMINISTRATOR

DALE JOHNSON
UNDERSHERIFF

ADMINISTRATION
(530) 668-5280
FINANCE
PERSONNEL
CIVIL
TRAINING
PLANNING & RESEARCH

CAMERON TRAINING FACILITY
(530) 668-5245
INMATE EDUCATION
INMATE PROGRAMS
INMATE TRAINING

CORONER'S SECTION
(530) 668-5292

PUBLIC ADMINISTRATOR
(530) 668-5280

FIELD OPERATIONS
(530) 668-5280
COMMUNITY RESOURCES
CRIME PREVENTION
INVESTIGATIONS
MARINE PATROL
PATROL
SEARCH & RESCUE
AERO SQUADRON
CADETS
POSSE RESERVES
STARS

ANIMAL SERVICES
(530) 668-5287

LEINBERGER DETENTION
(530) 668-5254
CORRECTIONS
COMMISSARY
INMATE WORK PROGRAMS

MONROE DETENTION
(530) 668-5245
CORRECTIONS
COURT SERVICES
FOOD SERVICES
RECORDS
TRANSPORTATION

October 9, 2019

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

Re: Animal Services Fiscal Year 2019-20 Agreement

Enclosed is the agreement between the Yolo County Sheriff's Office and the City of Woodland for the provision of Animal Services from July 1, 2019 through June 30, 2020. Patrol services will be provided by the Sheriff's Office Animal Services Division from 8:00 a.m. to 5:00 p.m. Monday through Saturday. Services outside these hours will be provided only when authorized in advance by a representative of the City of Woodland, except when required by Health and Safety or Penal Codes. The cost to the City of Woodland for shelter care and patrol services during the contract time period will be $739,560. Total program cost is based on the adopted 2019-20 Animal Services budget. Any future changes to the overall Animal Services scope of work, contract services and/or amount will be executed through an amendment of the attached agreement.

Extraordinary incidents, defined as an incident that requires 10 or more County staff response hours, will be billed at a rate of $44.00 per hour in addition to the yearly amount.

Please return the two executed copies to my attention. A fully executed copy will be returned to your office once completed by our Board of Supervisors.

Sincerely,

Mirthala Santizo
Sheriff's Chief of Finance
Yolo County Sheriff's Office

Attachment: FY 2019-20 Animal Services Agreement (2 copies)

"Honored to Serve"

YOLO COUNTY AGREEMENT NO.______

AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF WOODLAND FOR ANIMAL CONTROL SERVICES

This Agreement ("Agreement") is made and entered into this 5th day of November, 2019, by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Woodland, a municipality under the laws of the State of California ("City").

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement.

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff's Office, within the corporate limits of the City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and require the provision of veterinary care per Penal Code section 597(f).

2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code sections 120210-121690.

3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.

4. Response to vicious animals.

5. Response to free roaming or contained stray dogs.

6. Services provided by the County shall be limited as follows:

   a. Response to free roaming or contained stray cats that are healthy or uninjured.

   b. Response to animals classified as wildlife unless bat, skunk, or a rabies control issue.

B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week; Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except for when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597(f).

C. County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.

D. County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances wherein special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

A. City agrees to compensate the County annually, on a quarterly basis, the following amount:

Contract Year	**Annual Compensation**	**Quarterly Payment**
07/01/2019-06/30/2020	**$ 739,560**	**$ 184,890**

B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent contract termination.

C. Hourly Rates – The County may bill the City in addition to the annual agreed compensation an additional hourly fee for an extraordinary incident. An "Extraordinary Incident" is defined as one incident that requires more than ten (10) county staff hours. The hourly rate for Extraordinary Incidents is $44.00 per hour. The County will bill these charges quarterly.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in a special "Animal Services Trust" for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the "Animal Services Budget Forecast" that the County will provide the City.

In further consideration of the rendition of the foregoing services by the County, the City agrees that County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected. Should the revenue collected from licensing within the City's jurisdiction exceed the anticipated fiscal year amount of $177,905, the final quarter payment due to the County from the City shall be adjusted accordingly.

E. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for care and feeding of these animals.

III. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

V. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2019 until June 30, 2020, unless sooner terminated as hereinafter provided.

B. This Agreement may be extended for a period of one year based on mutual agreement of the County and City staff.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that thirty 30 days' written notice is given.

VII. INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

VIII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IX. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addresses as provided below:

City of Woodland:	City of Woodland City Manager's Office 300 First Street Woodland, CA 95695 Attn: Paul Navazio (530) 661-5800
County:	Yolo County Sheriff's Office 140 Tony Diaz Drive Woodland, CA 95776-9327 Attn: Mirthala Santizo (530) 668-5264

B. In lieu of written notice to the above addresses, any party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 661-5813 County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

X. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and City.

XI. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

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

County of Yolo

By_______________________________
Supervisor Don Saylor, Chair
Yolo County Board of Supervisors

City of Woodland

By___________________________
Enrique Fernandez, Mayor
City of Woodland

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By________________________________
Deputy (Seal)

Approved as to Form:
Philip Pogledich, County Counsel

By________________________________
Carrie Scarlata, Asst. County Counsel

Attest:
Ana Gonzalez, City Clerk
City of Woodland

By________________________________
Deputy (Seal)

Approved as to Form:

By________________________________
Kara Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 3, 2019
ITEM #: J.9.
SUBJECT: 2019 California Existing Building Code Adoption

Recommendation for Action: Staff recommends that the City Council: 1) Hold a Public Hearing; and 2) Receive public comment; and 3) Adopt Ordinance No. 1655, 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 inspectiStaff recommends that the City Council: 1) Hold a Public Hearing; and 2) Receive public comment; and 3) Adopt Ordinance No. ____, 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 Codeon in the Building Officials office.

Conclusion:
Staff recommends that the City Council: 1) Hold a Public Hearing; and 2) Receive public comment; and 3) Adopt Ordinance No. 1655, 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 & Economic Development Director

Paul Navazio
City Manager

Attachments:

1. 2019 California Existing Building Code Adoption Ordinance - follow-on ordinance-c1

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 15.04 OF THE WOODLAND MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING IN PART OF THE 2019 CALIFORNIA BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE, THE 2019 CALIFORNIA ELECTRICAL CODE, THE 2019 CALIFORNIA MECHANICAL CODE, THE 2019 CALIFORNIA PLUMBING CODE AND THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 1997 EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; THE 1997 EDITION OF THE UNIFORM HOUSING CODE; AND THE 1997 EDITION OF THE UNIFORM SECURITY CODE, TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Woodland ("City") may adopt by reference the California Building Standards Code, 2019 Edition as provided in Title 24 and 25 of the California Code of Regulations and other codes, including, without limitation, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Housing Code, and the Uniform Security Code; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2019 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Section 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City desires to adopt the California Building Standards Code with the necessary amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and

WHEREAS, the City held a public hearing on December 3, 2019, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

The City Council of the City of Woodland does hereby ordain as follows**:**

1. **Purpose.** The purpose of this Ordinance is to amend Chapter 15.04 of the City of Woodland Municipal Code, adopting by reference the 2019 Edition of the California Building

Standards Code as provided in Title 24 of the California Code of Regulations ("California Building Standards Code"), including the California Building Code, 2019 Edition (California Code of Regulations, Title 24, Part 2), which incorporates and amends the International Building Code, 2018 Edition; the California Residential Code, 2019 Edition (California Code of Regulations, Title 24, Part 2.5), which incorporates and amends the International Residential Code, 2018 Edition; the California Electrical Code, 2019 Edition (California Code of Regulations, Title 24, Part 3), which incorporates and amends the National Electrical Code, 2017 Edition; the California Mechanical Code, 2019 Edition (California Code of Regulations, Title 24, Part 4), which incorporates and amends the Uniform Mechanical Code, 2018 Edition; the California Plumbing Code, 2019 Edition (California Code of Regulations, Title 24, Part 5), which incorporates and amends the Uniform Plumbing Code, 2018 Edition; the California Green Building Standards Code, 2019 Edition (California Code of Regulations, Title 24, Part 11); the California Building Energy Efficiency Standards, 2019 Edition; adopting by reference the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, the Uniform Housing Code, 1997 Edition, and the Uniform Security Code, 1997 Edition, together with certain additions, insertions, deletions and changes thereto, to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical, plumbing, mechanical, and maintenance of all buildings or structures in the City of Woodland; provide for the issuance of permits and collection of fees set forth in the City of Woodland Comprehensive Fee Schedule; and provide for penalties for the violation of the codes adopted herein.

2. Authority. The City Council enacts this Ordinance under the authority granted to the City as follows:

(a) California Government Code Section 50022 et seq. authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference;

(b) California Health & Safety Code Sections 17958.7 and 18941.5 authorize the City to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions.

3. Findings. The City Council hereby finds that the proposed amendments to the 2019 California Building Standards Code are more restrictive than the standards adopted by the California Building Standards Commission, and are reasonably necessary because of local climatic, geologic or topographic conditions, based on the express findings and determinations, marked in relation to the respective amendments provided in this ordinance, described in "Exhibit A" attached hereto, and hereby adopted by the City Council as the findings to support the modifications to the California Building Standards Code.

4. Amendment. Chapter 15.04 of the City of Woodland Municipal Code is hereby amended in its entirety to read as follows:

CHAPTER 15.04

BUILDING CODES

Sections:

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 fire-extinguishing 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 addtions 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 3rd day of December, 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

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: December 3, 2019
ITEM #: K.10.
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	Original Budget	Amended Budget	Projected Budget February 2019	Year-to Date Actuals	Difference from Amended Favorable/ (Unfavorable)	Difference from Projected 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

General Fund	Mid-Year Projected FY2018/19	Unaudited Actuals FY2018/19	Difference	Adopted Budget with Revised Fund Balance 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/Uencumbered Carry-Over to FY20		$ (1,036,527)		
FY18 Encumbered/Uencumbered 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: December 3, 2019
ITEM #: K.11.
SUBJECT: Rotation of Mayor and Mayor Pro Tempore

Recommendation for Action:
Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Article II of the Woodland Municipal Code.

Staff Contact:
Paul Navazio, City Manager, (530) 661-5800, paul.navazio@cityofwoodland.org

Fiscal Impact:
There is no fiscal impact associated with the staff recommendation contained in this report.

Background:
In conjunction with the City's transition from At--Large Council elections to Council elections By-District, in the fall of 2016 the City Council amended Article II of the Municipal Code establishing annual rotating terms for the office of Mayor and Mayor Pro Tempore.

Specifically, the Municipal Code provides that:

1) At the first City Council meeting in December of every odd year (and the first meeting following the certification of election results of any municipal general election), the city council shall designate its presiding officer who shall have the title of mayor. The council member who served as Mayor Pro Tempore immediately prior to this meeting shall be designated as mayor. (Section 2-2-1).

In addition,

2) At the same meeting at which the Mayor is selected, the City Council shall also designate one of its members as Mayor Pro Tempore, who shall perform the duties of the mayor during the mayor's absence or disability. The mayor pro tempore shall be selected from among the council members on a rotating basis in accordance with their district numbers. (Section 2-2-3).

The Municipal Code further states that both the Mayor and Mayor Pro Tempore serve in their respective capacities at the pleasure of the City Council.

Discussion:
Currently, Council member Xóchitl Rodriguez (District 5) serves as Mayor and Council member Rich Lansburgh (District 1) serves as Mayor Pro Tempore. Pursuant to the process spelled out in the Municipal Code, Council member Lansburgh would be in line to be designated as Mayor and Council member Tom Stallard (District 2) would be designated as Mayor Pro Tempore.

Both positions would be held for a period of one year, with the next rotation occurring at the first regular meeting following certification of the election results of the November 2020 municipal general election.

Conclusion:
Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Article II of the Woodland Municipal Code.

Paul Navazio
City Manager

Attachments:
1. Title 2 - Mayor and Mayor Pro Tempore

Chapter 2.08 MAYOR AND MAYOR PRO TEMPORE

2.08.010 Appointment and removal.

A. During the first City Council meeting following the certification of election results after any general municipal City election at which Council members are elected and during the first City Council meeting in December of every odd year beginning in 2017, the City Council shall meet and designate its presiding officer who shall have the title of Mayor. The Council member who served as Mayor Pro Tempore in accordance with Section 2.08.030 immediately prior to this meeting shall be designated as Mayor. The Mayor shall serve a term of one year. The Mayor shall serve in this capacity at the pleasure of the City Council.

B. Should the person who was selected as Mayor Pro Tempore in accordance with Section 2.08.030 no longer be a Council member at the time of the above-referenced meeting, the remaining Council members shall select one of their number as Mayor by a majority vote. (Prior code § 2-2-1)

2.08.020 Duties of Mayor.

The Mayor shall perform those duties required by law or which, consistent with the office, the Mayor voluntarily assumes within the limitations of the law and the limitations imposed by the Council. (Prior code § 2-2-2)

2.08.030 Mayor Pro Tempore.

At the same meeting at which the Mayor is selected in accordance with Section 2.08.010(A), the City Council shall also designate one of its members as Mayor Pro Tempore, who shall perform the duties of the Mayor during the Mayor's absence or temporary disability. The Mayor Pro Tempore shall be selected from among the Council members on a rotating basis in accordance with their district numbers. The Mayor Pro Tempore shall serve in this capacity for one year and shall serve at the pleasure of the City Council. (Prior code § 2-2-3)