



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

January 21, 2020
6:00 PM

CITY COUNCIL

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. MINUTES

2. SUBJECT: City Council Meeting Minutes of December 3, 2019 and December 17, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of December 3, 2019 and December 17, 2019.

G. PRESENTATIONS

3. SUBJECT: Certificates of Special Recognition

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize Rigoberto Contreras and Enalina Miron with Certificates of Special Recognition for their act of kindness in turning-in a cell phone they found.

H. CONSENT CALENDAR

4. SUBJECT: Community Services Department Quarterly Status Report for the period of October through December 2019

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

5. SUBJECT: Award Contract to All Star Fire Equipment for SCBA Fixed Fill Station and Related Equipment.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the purchase agreement with All Star Fire Equipment, with a total to not exceed the amount of \$65,207 for the purchase of a SCBA Fixed Fill Station and related equipment.

6. SUBJECT: Final Acceptance and Notice of Completion for 2019 Sewer Infiltration Abatement Project, CIP 20-10.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for the 2019 Sewer Infiltration Abatement Project, CIP 20-10 construction contract with Michels Pipeline Construction.

7. SUBJECT: Second Reading of Ordinance No. 1657, Approving Amendments to the Accessory Dwelling Unit Ordinance Section 17.104.010 to Ensure Compliance with State Requirements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading of Ordinance No. 1657, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units.

I. REPORTS OF THE CITY MANAGER

8. SUBJECT: Response to Recent Gun Violence

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) receive an update on City's response to increase in gang-related violent crimes, and 2) adopt Resolution No. _____, authorizing a supplemental budget appropriation of \$50,000 to support additional overtime for WPD's Patrol Division.

9. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #11 with Wood Rodgers for Consulting Services.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) Receive a status update on progress related to the completion of the Army Corps of Engineers' Lower Cache Creek Feasibility Study, and 2) Adopt Resolution No. _____, authorizing the City Manager to execute Amendment #11 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

10. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve the Urban Flood Risk Reduction Program Amendment #2 with the State of California Department of Water Resources.

RECOMMENDATION FOR ACTION: Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Amendment #2 to the funding agreement with the State of California Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR) for the Lower Cache Creek Feasibility Study, CIP 09-15.

11. SUBJECT: Fire Station and Pool Project Financing

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on preliminary funding options for the relocation of Fire Station #3 and a second community aquatics facility.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING of the City of Woodland scheduled for Tuesday, January 21, 2020 was posted on Friday, January 17, 2020 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Ana B. Gonzalez
City Clerk

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

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: E.1.
SUBJECT:


Paul Navazio
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

FEBRUARY 4TH

REGULAR MEETING

Proclamation - Black History Month
Traffic Calming Update – Pilot Projects
Affordable Housing Presentation
Heritage Oaks Apartment – Property Transfer
MOU w/ Friends of the Mission re East Beamer Way Project funding

FEBRUARY 18TH

REGULAR MEETING

Woodland Research & Technology Park – Specific Plan
Mid-Year Budget Update
Library Annual Report
YMCA Lease Renewal

MARCH 3RD

REGULAR MEETING

Measure J – Nov 2020 ballot measure

MARCH 17TH

REGULAR MEETING

Spring Budget Workshop

Future Topics / Study Sessions:

March Apprenticeship / Workforce Development Programs Flood Project – EIR	April
May	TBD Mobile Food Vendor Permits Non-Conforming Use Zoning Update



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: F.2.
SUBJECT: City Council Meeting Minutes of December 3, 2019 and December 17, 2019

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of December 3, 2019 and December 17, 2019.

Staff Contact:

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

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

Paul Navazio
City Manager

City Manager

Attachments:

1. 12_03_19 DRAFT CC MINS
2. 12_17_19 DRAFT CC MINS

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, December 3, 2019

6:00 PM

City Council

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

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(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

Meeting called to order at 6:00 PM.

D. ROLL CALL

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

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Pastor Larry Love.

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.

None.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

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

H. 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.

On a motion by Mayor Pro Tem Lansburgh, seconded by Council Member Barajas and carried on a 4-0 vote, Council Members received Parks & Recreation Commission Meeting Minutes of October 28, 2019.

Ayes: Barajas, Lansburgh, Rodriguez and Stallard

Noes: None

Absent: Fernandez

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.

Adopted 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.

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.

Accepted 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.

Adopted Resolution No. 7380, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INCREASING THE FEE SCHEDULE FOR THE SWIM LESSON PROGRAM.

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.

Adopted Resolution No. 7381, 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.

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.

Adopted Resolution No. 7382, 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.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Lansburgh and carried on a 4-0 vote, Council Members approved Consent Calendar items no. 4 through 8.

Ayes: Barajas, Lansburgh, Rodriguez and Stallard

Noes: None

Absent: Fernandez

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.

On a motion by Council Member Barajas, seconded by Mayor Pro Tem Lansburgh and carried on a 4-0 vote, Council Members Adopted Ordinance No. 1655, 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.

Ayes: Barajas, Lansburgh, Rodriguez and Stallard

Noes: None

Absent: Fernandez

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.

Received 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.

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried on a 4-0 vote, Council Members designated Rich Lansburgh as Mayor.

On a motion by Council Member Barajas, seconded by Mayor Lansburgh and carried on a 4-0 vote, Council Members designated Tom Stallard as Mayor Pro Tempore.

L. ADJOURN

Meeting adjourned at 7:08 PM.

Respectfully submitted,

**Ana B. Gonzalez
City Clerk**

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, December 17, 2019

6:00 PM

City Council

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

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (Gov't Code § 54956.9(d)(1))

City of Woodland v. Mark D. Milton & Victoria M. Matucci, et al., Yolo County Superior Court, Case No. ED 16-557

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

C. CALL TO ORDER

Meeting called to order at 06:06 PM.

D. ROLL CALL

Present: Lansburgh, Rodriguez and Stallard

Absent: Barajas and Fernandez were absent during roll call

Fernandez arrived at 6:14PM and Barajas arrived at 7:09PM

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Stephen Coyle, Community Development Deputy Director.

F. CEREMONIAL PRESENTATION

2. SUBJECT: Ceremonial Swearing-in of Council Officers

RECOMMENDATION FOR ACTION: Ceremonial swearing-in of Mayor and Mayor Pro Tempore, as appointed by Council Members at the December 3, 2019 meeting.

Judge Rosenberg conducted a ceremonial swearing-in of Council Member Lansburgh as Mayor and Council Member Stallard as Mayor Pro Tempore.

G. 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.

Mark Aulman spoke regarding Kiwanis Crab Feed.

Council Member Fernandez arrived at 6:14 PM.

Victoria Milton spoke regarding the Kentucky Avenue road widening project.

Sara Hellesen presented a plaque to the Council on behalf of the Tobacco Coalition.

H. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

3. SUBJECT: Long Range Calendar

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

Verbal updates provided by Council Members/Staff.

I. MINUTES

4. SUBJECT: City Council Meeting Minutes of November 5, 2019 and November 19, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of October 1, 2019 and October 15, 2019.

On a motion by Mayor Pro Tem Stallard, seconded by Council Member Rodriguez and carried on a 4-0 vote, Council Members adopted the Joint Regular City Council/Woodland Finance Authority Meeting Minutes of November 5, 2019 and November 19, 2019.

Ayes: Fernandez, Lansburgh, Rodriguez and Stallard

Noes: None

Absent: Barajas

J. CONSENT CALENDAR

5. SUBJECT: City Council Meeting Schedule for 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve its meeting schedule for 2020.

Approved Council Meeting Schedule for 2020.

6. SUBJECT: Public Works Quarterly Status Report

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

Accepted the Public Works Quarterly Status Report for the period of September through November 2019.

7. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended September 30, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended September 30, 2019.

Accept the quarterly Treasurer's Investment Report for the quarter ended September 30, 2019.

8. SUBJECT: Waste Management Annual Rate Adjustment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) receive the Waste Management 2020 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2020 rate adjustments and additions approved.

Received the Waste Management 2020 rate adjustment information, accepted as complete and adequate and deemed the proposed 2020 rate adjustments and additions approved.

9. SUBJECT: Approve Contract Amendment with Unico Engineering for the Interstate 5/County Road 102 Interchange Landscaping Project, CIP 11-24

RECOMMENDATION FOR ACTION: Staff recommends that the City Council Adopt Resolution No. _____, to approve the second amendment to the consultant services agreement for construction management, inspection, and testing services with Unico Engineering Inc., for an additional amount not to exceed \$70,476.33.

Adopted RESOLUTION NO. 7383, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SECOND CONTRACT AMENDMENT WITH UNICO ENGINEERING INC., FOR THE INTERSTATE 5/COUNTY ROAD 102 INTERCHANGE LANDSCAPING PROJECT, CIP 11-24.

10. SUBJECT: Approve the 2019 Open Channel Weed Abatement Services Contract with DSB Excavating and Grading

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approval the 2019 open channel weed abatement services contract with DSB Excavating and Grading in the amount of \$77,190.

Approved the 2019 open channel weed abatement services contract with DSB Excavating and Grading in the amount of \$77,190.

11. SUBJECT: Approve Consultant Agreement for the Gibson Road Rehabilitation – West St to CR 98 Project; CIP 20-08

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement with Bennett Engineering Services, in an amount not to exceed \$350,000 for the Project and authorize the City Manager to execute the agreement and amendments as necessary up to 15% (\$52,500).

Adopted RESOLUTION NO. 7385, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE CONSULTANT AGREEMENT WITH BENNETT ENGINEERING SERVICES FOR THE GIBSON ROAD REHABILITATION – WEST STREET TO COUNTY ROAD 98 PROJECT, CIP 20-08.

12. SUBJECT: First Amendment to the FY20 Landscape Maintenance Contract for Zone 3

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract amendment in the amount of \$69,165.00 for new landscape areas with Figueroa Landscape Company for Landscape Maintenance Services in the Spring Lake area.

Adopted RESOLUTION NO. 7386, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH FIGUEROA LANDSCAPE COMPANY FOR ZONE 3.

13. SUBJECT: Authorize Participation in the Public Agency Retirement Services (PARS) Public Agencies Post-Employment Benefits Trust for Pension Pre-Funding

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing participation in the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS).

Adopted RESOLUTION NO. 7387, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS).

14. SUBJECT: AB1600 Development Impact Fee Annual Report for the Fiscal Year Ended June 30, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the AB1600 Annual Report for the year ended June 30, 2019.

Adopted RESOLUTION NO. 7388, A RESOLUTION OF THE CITY OF WOODLAND ACCEPTING THE FISCAL YEAR 2018/19 ANNUAL REPORT OF DEVELOPMENT FEES (AB1600 REPORT).

15. SUBJECT: Annual Measure E Report for Fiscal Year Ending June 30, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Measure E Report for Fiscal Year ending June 30, 2019 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

Approved the Measure E Report for Fiscal Year ending June 30, 2019 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

16. SUBJECT: Annual Measure F Report for Fiscal Year Ending June 30, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Measure F Report for Fiscal Year ending June 30, 2019 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

Approve the Measure F Report for Fiscal Year ending June 30, 2019 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

17. SUBJECT: Annual Measure J Report for Fiscal Year Ending June 30, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Annual Measure J Report for Fiscal Year ending June 30, 2019 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

Approve the Annual Measure J Report for Fiscal Year ending June 30, 2019 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

On a motion by Mayor Pro Tem Stallard, seconded by Council Member Rodriguez and carried on a 4-0 vote, Council Members approved Consent Calendar Items No. 5 through 17.

AYES: Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

ABSENT: Barajas

K. REPORTS OF THE CITY MANAGER

18. SUBJECT: Homeless Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Receive a status report on Relocation of the Homeless Shelter and operation of the Extended Shelter (Old County Jail); 2) Adopt Resolution No. _____, approving the following appropriations and amending the FY2020 budget as necessary: \$50,000 in Housing Assistance (Fund 326) for pre-development costs to relocate the Fourth and Hope emergency homeless shelter; and an additional \$35,000 in General Fund (Fund 101) with the costs shared equally between the City and Yolo County for the operation of the Extended Shelter, a total appropriation of \$369,045 for Homeless Activities; and 3) Authorize the City Manager to execute an extension of the MOU with Yolo County and Fourth and Hope for operation of the Extended Shelter through March 31, 2019.

Adopted RESOLUTION NO. 7389, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING FUNDS OF \$50,000 FOR PRE-DEVELOPMENT COSTS TO RELOCATE FOURTH AND HOPE'S EMERGENCY HOMELESS SHELTER AND \$35,000 TO EXTEND THE OPERATION OF THE EXTENDED SHELTER THROUGH MARCH 31, 2020.

Council Member Barajas arrived at 7:09 PM.

L. JOINT STUDY SESSION

19. SUBJECT: Joint Study Session of the City Council and Planning Commission Concerning the Proposed Comprehensive Zoning Code Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council and Planning Commission: 1) receive a staff report and presentation; 2) offer questions, comments, and observations; and 3) provide feedback on discussion topics

A Joint Study Session of the City Council and Planning Commission Concerning the Proposed Comprehensive Zoning Code Update followed. Council Members and and Planning Commissioners received a staff report and presentation; offered questions, comments, and observations; and provided feedback on discussion topics.

M. ADJOURN

Meeting adjourned at 9:03 PM.

Respectfully submitted,

Ana B. Gonzalez
City Cle



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: G.3.
SUBJECT: Certificates of Special Recognition

Recommendation for Action: Staff recommends that the City Council recognize Rigoberto Contreras and Enalina Miron for their act of kindness in turning-in a cell phone they found.

Background:

On January 5, 2020, Rigo and his cousin, Enalina, found a cell phone and called the Woodland Police Department to turn it in. While talking to the responding officer, the owner of the phone showed up. The relief and joy on owner's face when he was handed back his phone was a wonderful sight to see. This act showed great integrity and honesty.


Paul Navazio
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: H.4.
SUBJECT: Community Services Department Quarterly Status Report for the period of October through December 2019

Recommendation for Action: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

Staff Contact:

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

Background:

This quarterly status report covers the period of October through December 2019. The report presents a summary of recreation and senior programming, events, affordable housing, the community development block grant entitlement program, parks and recreation facilities operation and maintenance, and urban forestry. This report also contains a narrative description of major work performed and/or notable Department highlights.

Conclusion:

Staff recommends that the City Council receive the Community Services Department Quarterly Status Report.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director


Paul Navazio
City Manager

Attachments:

1. Q2_20

Community Services Department Quarterly Report: October – December 2019

The following provides a summary of the Community Service Department’s programs, activities, and events for October through December 2019. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document. *Participant totals (total participants and total participant hours) are the total amount of participants/hours for the entire reporting period (i.e. in most cases three months).*

Quarterly Highlights

- Approximately 4,050 people attended events at the Community & Senior Center during facility rentals.
- Over 600 people participated in events such as the Ace Race Disc Golf Tournament, Movies on Main Street, Father Daughter Dinner Dance, Disc Golf Putting Tournament, and Parent’s Night Out.
- Approximately 12,356 participant hours were recorded for aquatics; youth, teen, and adult recreation activities and classes.
- Approximately 7,724 participant hours were recorded for adult sports.
- Approximately 10,062 participant hours were recorded for senior programs and events.

Program Marketing

During this reporting period, the Department used the following marketing efforts to promote the recreation program offerings as well as community events and senior programs.

- Direct Marketing: Staff directly marketed events and activities onsite to students and parents of Lee and Douglass Middle Schools. Banners and posters were hung throughout town advertising activities and events.
- Social Media: The Department utilizes Facebook to advertise upcoming events and recreation programs.
- Special Events: Rec2Go staff attended the monthly Food Truck Mania events in October, November, and December, the Annual Trick or Treating on Main Street, and the Woodland Christian School Mud Run.
- Senior Newsletter: The “Senior Gram” newsletter was mailed to over 450 households every month. It was also available on the CSD webpage for download.

Parks and Recreation Facilities

Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to provide a location for community events and generate revenue for the City of Woodland.

The “Facility Rentals with Fees Waived” column, in the table below, identifies the use of the facility where fees were not charged and the dollar amount that could have been collected (had a

fee waiver not been granted). Rentals with all of the fees waived are generally city events/meetings or city sponsored events. This table does not include use of rooms for senior programs or exercise classes.

	General Facility Rentals <i>Includes rentals receiving discounts</i>	Facility Rentals <i>with Fees Waived</i>
Number of Rentals	21	18
Approximate Participants	2,570	1,480
Total Fees	\$24,257	\$17,753 (waived)

Parks and Recreation Facility Improvement Projects Update

Eighteen walkway light poles were replaced at Crawford Park with LED lighting. In addition, the lighting above the picnic stations were changed to LED lighting. This project was part of the funding that City Council approved (\$230,000) on February 19, 2019.

Council approved funding for the replacement of the playgrounds at Tredway, Beamer, and Pioneer Parks on September 3, 2019. Staff scheduled community meetings for all three of the play structure replacement projects on November 2. Residents were presented with several play structure design options and could “vote” for their favorite one. In addition, Woodlanders were able to provide feedback online, of which many people took advantage. The new play structures will be installed by April 2020.

Parks and Recreation Facility Projects

Park/Recreation Facility	Projects Completed during Quarter 2
Community & Senior Center	Resurfacing of floors in C Court, banquet rooms, and gymnasium LED lighting installed in parking lot Installation of hard wiring for interior camera system Maintenance performed on the boxing center's ring and equipment
Ferns Park	New signs installed for disc golf course Water feature turned off Hosted volunteers for a park clean-up
Harris Park	Restrooms repaired (after vandalism)
Jack Slaven Park	Water feature turned off Boulders placed in parking lot
Jeff Roddy Park	Playground surface power washed, repaired and sealed Shade structure sanded and repaired Fence repaired
Klenhard Park	Field repairs made
Pioneer Park	Light/sound equipment repaired
Rick Gonzales Park	LED lighting installed above tables and near play equipment Sod aerated and seeded

Prop 68 Grant Update

In August 2019, staff submitted an application for the California State Parks Department's competitive Statewide Parks Project Grant (funded by Proposition 68) to expand Gracie Hiddleson Park where the pool was once located. The final application included the addition of a fitness court, large playground area with a zip-line, a bee-friendly garden, a new restroom, and two community art murals. On Thursday, November 7, 2019, staff met with a representative from the State at Gracie Hiddleson Park to review the project, take pictures of the site, and provide more information. The State aims to announce the awarded projects by the end of January 2020.

Urban Forestry - Tree Ordinance

In March 2019, when the City Council adopted the Urban Forest Master Plan, council was also briefed on a request by a citizen group to modify the City's Tree Ordinance. The citizen group is advocating that the City revise the ordinance to protect all trees, especially oaks, with a diameter at breast height of 12-inches or greater that are located on residential properties (currently the ordinance only regulates city trees). Concerns were also expressed related to modifying the ordinance for trees affected by development projects and on commercial properties. Council directed staff to evaluate options for protecting trees located on residential property, a voluntary program and a mandated program. During the summer, the citizen group convened a subcommittee to explore potential changes to the tree ordinance. They developed potential requirements to protect trees on private property, as well as a voluntary program. The same group is now in the process of developing a survey that will be distributed to approximately 100 of the 800 households that have trees that could be affected by a potential revision to the ordinance to determine their acceptability of having their trees regulated. Staff will continue to work with the citizen group as the evaluation process moves forward and will update City Council after the survey results have been compiled.

Community Special Events

Event	Date	Total Participants	Participant Hours	Fees Collected
Ace Race Disc Golf Tournament	Oct. 5	24	72	\$1,000
Movies on Main Street	Oct. 11	300	600	Free Program
Father Daughter Dinner Dance	Nov. 2	286	1,430	\$11,452
Disc Golf Putting Tournament	Nov. 9	9	27	\$108
Parent's Night Out	Dec. 13	23	92	\$235
Total Participants		642	2,221	\$12,795

Aquatics

All aquatic programs are held at the Charles Brooks Community Swim Center. Aquatic programming is available for children as young as six months old through seniors and includes swimming lessons, lifeguard training, recreation swimming, recreation swim teams, lap swim and water aerobics. During the winter, the primary programming at the pool is lap swim, water aerobics, and the use of the pool by the Woodland Swim Team.

Aquatics Program	Total Participants	Participant Hours	Fees Collected
Lap Swim & Water Aerobics	1,112	1,112	\$1,866
Woodland Swim Team	n/a	n/a	\$6,280
Total	1,112	1,112	\$8,146

Pool Rentals

During non-programmed hours, the Charles Brooks Community Swim Center is available to reserve for other aquatic activities not affiliated with the City of Woodland. Pool reservation fees account for the facility and safety personnel onsite during the scheduled event.

Woodland Swim Team

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team held regular practices and one swim meet during this quarter (October 26-27). Fees collected: \$6,280

Youth & Teen Recreation

A variety of youth and teen recreation programs are offered by the Department year-round; however, the majority of the programs are offered during the summer. In addition to the programs listed below, please refer to the Contract Classes section for other program offerings that are available for youth and teens.

Youth Recreation Program	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)
After School Teen Pack (Measure J)	1,988	5,303	Free Program
Baby & Me (Measure J)	219	219	Free Program
Night Hoops (Measure J)	280	420	Free Program
Rec2Go (Measure J)	300	725	Free Program
Toddler Time	20	20	\$255
Total	2,807	6,687	\$255

Contract Classes

The City contracts with outside (special interest) instructors to teach a variety of recreation and leisure classes for participants of all ages. With the exception of tennis and boxing, the City retains 30% of the fees collected for each class (in addition to non-resident fees). The City retains 10% of the fees collected for the tennis program. For boxing, the City retains all of the revenue and pays the three contractors a monthly stipend (stipends for youth boxing are funded by Measure J).

Contract Class	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)	Total Expense (3 months)	Net Revenue (3 months)
Boxing	933	1,400	\$2,633	\$9,000	-\$6,367
Cello Tennis Academy	253	432	\$8,837	\$7,657	\$1,180
Country Line Dance	84	210	\$504	\$352	\$152
Dynamic Dancing	95	1,055	\$5,273	\$3,691	\$1,582
Fall Prevention	14	252	\$1,725	\$1,208	\$518
Functional Fitness	52	594	\$545	\$381	\$164
Karate	15	166	\$375	\$262	\$113
Kidz Love Soccer	15	61	\$1,410	\$987	\$423
Pilates	17	143	\$561	\$393	\$168
Scottish Country Dance	17	34	\$306	\$214	\$92
Stepping Out	11	74	\$440	\$308	\$132
Yoga	31	136	\$795	\$556	\$239
Total	1,537	4,557	\$23,404	\$25,009	-\$1,604

*Revenue excluding boxing expenses is \$4,763

Adult Sports

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. Drop-in basketball (open gym) numbers are not reported, however, participation for the other programs is listed below.

Open Gym participation	Total Participants	Participant Hours	Fees Collected
Volleyball	87	217	\$435
Badminton	716	2,148	Free
Pickleball	383	1,149	Free
Total	1,186	3,514	\$435

Sports League	Teams	Participants	Participant Hours	Revenue
Basketball (league)	13	130	1,040	**
Softball (league)	33	475	2,850	**
Volleyball (league)	5	40	320	**
Total	51	645	4,210	**

**Fees collected during Q1

Seniors

Programs at the Woodland Senior Center include art classes; exercise classes; games; leisure programs and activities; education resources; support groups, and special events resulting in a total of 10,062 participant hours during the second quarter.

Senior Program	Total Sign-ins	Participant Hours	Fees Collected
Art Classes	505	1,087	\$234
Exercise Classes	1,614	1,234	\$432
Games	1,161	2,485	Free Programs
General Programs	1,793	2,755	\$515
Education Resources	127	205	Free Programs
Support Groups	296	592	Free Programs
Special Programs	916	404	Free Programs
Total	6,412	8,762	\$1,181

Senior Event	Date	Total Participants	Participant Hours
Senior Thanksgiving Dinner	Nov. 14	325	650
Senior Holiday Social	Dec. 12	325	650
Total		650	1,300

Grants & Housing

In addition to implementing recreation and senior programs, the Community Services Department also implements the Community Development Block Grant Entitlement program, grants for non-profit organizations, and affordable housing programs. The highlights of these programs for the second quarter are provided below.

Status of Community Development Block Grant (CDBG) Program Construction Activities

- Empower Yolo, Capital Project (FY 2016/17 funding) – Construction of the last component of the project (gates, fencing, and handrails) started in December.
- CommuniCare Health Centers, Onsite Playground (FY 2017/18 and 2016/17 funding) – A new play structure was installed in October.
- City of Woodland, ADA Accessibility Program (FY 2018/19 funding) – Construction was completed in October and resulted in the installation of seven ADA-compliant sidewalk ramps on Beamer Street between Sutter and Jackson streets.
- Yolo Community Care Continuum, Safe Harbor Rehabilitation (FY 2018/19 funding) – Construction started in October.
- Yolo Wayfarer Center, Interior Rehabilitation (FY 2018/19 and 2017/18 funding) – Construction started in December.
- City of Woodland, Library ADA Restrooms Upgrades (FY 2019/20 funding) – Project is under design.
- Sacramento Valley Historical Railways, ADA Restroom Building (FY 2019/20 funding) – Construction is expected to occur by spring of next year. CDBG funds will be used to purchase materials to construct an ADA-compliant walkway from the train depot to the ADA restroom building. Volunteer labor will be used for the walkway construction.
- City of Woodland, ADA Accessibility Project (FY 2019/20 funding) – Project is under design.
- New Hope Community Development Corporation, Cottonwood Meadows Phase 3 (FY 2019/20 funding) – Construction is expected to occur during the summer next year.
- CommuniCare Health Centers, Outdoor Wellness Space (FY 2019/20 funding) – Construction is expected to start in December. CDBG funds will be used to purchase materials for the outdoor wellness space.

2020 Interfaith Winter Shelter

During this quarter, staff worked on planning the 2020 Interfaith Winter Shelter. Through a partnership with the Woodland faith community, the City, Yolo County, Fourth & Hope, and other community partners, a winter shelter will operate at the St. Luke's Episcopal Church. The nearly eight-week shelter will be available for single women and families starting in early January. During operation of the shelter, Fourth & Hope is able to increase its capacity for housing single men who would otherwise be unsheltered.

Participant Hours Calculation

The Community Services Department measures programs through “participant hours”. Participant hours are a calculation of total program hours multiplied by the total number of unique participants within a program. Total participant hours reports how much time participants spend within each program. The measurement breaks down to 1 person x 1 hour = 1 Participant Hour. It should be noted that a higher number of participant hours is not, by itself, a measurement of greater program success compared to the participant hours of another program. Participant Hours (PH) is calculated by:

Drop In Programs: 1 Class meeting (in hours) x Total sign ins
Examples include Water Aerobics & Lap Swim, Badminton, and Night Hoops

Classes/Camps/Leagues: Total unique participants x total class time (in hours)
Examples include: Swim Lessons, Mad Science

Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)
Examples include: Teens Helping Seniors, Teen Pack

Event: Total Attendants x Average Time
Examples include: REXPO, 4th of July

Participant hours and participants in this report are listed for the three-month reporting period; therefore, if 100 participants are listed, the 100 refers to the total participants for the three-month period and could double or triple count the same participants if they participated each month (i.e. drop in volleyball).



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: H.5.
SUBJECT: Award Contract to All Star Fire Equipment for SCBA Fixed Fill Station and Related Equipment.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the purchase agreement with All Star Fire Equipment, with a total to not exceed the amount of \$65,207 for the purchase of a SCBA Fixed Fill Station and related equipment.

Staff Contact:

Eric Zane, Interim Fire Chief- (530) 661-5861, eric.zane@cityofwoodland.org

Fiscal Impact:

The cost of the proposed purchase contract is \$65,207, and is to be funded through one-time General Fund appropriations included in the Fire Department's FY2019/20 budget.

Background:

In October 2018, the City Council approved the Fire Department to submit an application for a FEMA Assistance to Firefighters Grant. The Fire Department submitted a grant for a SCBA Fixed Fill Station to replace a unit that is over 27 years old, however, the application was not successful. As a result, one-time funds from FY2018/19 were carried over to FY2019/20 to fund the replacement of the equipment. In accordance with the City's purchasing ordinance, the Fire Department submitted a Request for Proposals (RFP) for formal bids for the SCBA Fixed Fill Station and related equipment. The RFP was open from December 9th, 2019 to January 10th, 2020. There was only one company to submit a proposal (All Star Fire Equipment). All Star Fire Equipment provided a bid for two different type of systems the Scott Simple Air and the Scott Hush Air. The proposal was evaluated by Fire Department staff and criteria used to evaluate All Star Fire Equipment followed City purchasing rules to determine the best overall value and customer service for the requested equipment. All Star Fire Equipment has been a vendor with the department for many years. After evaluating the proposal, staff determined that the lowest responsible and responsive bidder was All Star Fire Equipment.

Discussion:

The Fire Department is in critical need of a replacement for the current SCBA Fixed Fill Station that is over 27 years old. The department went out for a formal open bid process and received one bid from All Star Fire Equipment. Department staff reviewed the bid and recommend the purchase of the Scott Hush Air system. If approved by the City Council, All Star Fire Equipment will provide the following equipment and services to the Woodland Fire Department:

1. Scott Hush Air Compressor
2. Scott Revolve Air Charge Station
3. (4) ASME Storage Cylinders
4. (3) Four hour training days prior to the equipment going into service
5. Warranty service on all purchased equipment

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City manager to execute the purchase agreement with All Star Fire Equipment, with a total to not exceed amount of \$65,207.00 for the purchase of a SCBA Fixed Fill Station and related equipment.

Prepared by: Erik Komula, Fire Captain

Approved by: Eric Zane, Interim Fire Chief



Paul Navazio
City Manager

Attachments:

1. Resolution- SCBA Fill Station Contract (AllStar)
2. AllStar Contract- Fill Station

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AWARDING THE PURCHASE CONTRACT FOR A SELF-CONTAINED BREATHING
APPARATUS FILL STATION TO ALL STAR FIRE EQUIPMENT IN THE AMOUNT
OF \$65,207**

WHEREAS, the Woodland Fire Department wishes to enter into a purchase contact with All Star Fire Equipment for the purchase of the SCBA fill station and related equipment; and

WHEREAS, the City of Woodland Fire Department has determined that the proposal submitted by All Star Fire Equipment best meets the needs and requirements of the City of Woodland Fire Department; and

WHEREAS, the required funds have been appropriated in the FY2019/20 budget.

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

The City Council hereby approves and awards the purchase contract with All Star Fire Equipment. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not exceed \$65,207. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council this 21st day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Kara K. Ueda, City Attorney

**CITY OF WOODLAND
GOODS PURCHASE AGREEMENT**

This Goods Purchase Agreement (“Agreement”) is entered into this **21st day of January, 2020**, by and between the City of Woodland, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at a municipal corporation organized under the laws of the State of California with its principal place of business at **1000 Lincoln Ave, Woodland, CA 95695** (“City”), and **All Star Fire Equipment, Inc., a corporation** with its principal place of business at **12328 Lower Azusa Road, Arcadia, CA 91006** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Goods” means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit “B.”

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City’s written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City’s request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A,” then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City’s right to reject nonconforming goods, irrespective of City’s failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Contractor also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Contractor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit “C,” attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City’s authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City’s requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified Exhibit “B,” then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Contractor during the progress of the Goods and according to the terms of payment as specified in Exhibit “B.” Contractor’s progress billing invoice will include progress payments due for the original scope of work and changes. Each “Item for Payment” shown in Exhibit “B” and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit “B” or a change order, must have subcontractor and/or supplier invoices attached to Contractor’s invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor’s expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Goods by City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Contractor will be liable for any loss or damage to the Goods and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Goods which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such

Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Contractor shall remain with Contractor until such Goods has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Goods, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the

Agreement (such liens or claims referred to as “Claims”); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Contractor at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor’s right to proceed with the delivery of the Goods by written notice to Contractor. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Goods is delivered. If City’s cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Contractor’s right to proceed with the delivery of any portion or all of the Goods by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,
2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and
3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon

determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

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

CITY:

City of Woodland

1000 Lincoln Ave

Woodland, CA 95695

Attn: Jeran Ulrich, Management Analyst

CONTRACTOR:

All Star Fire Equipment Inc.

2552 Barrington Court

Hayward, CA 94545

Attn: Mark Preisendorf, Northern CA Branch
Administrator

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

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

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

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

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

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

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

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

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

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

L. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the Goods.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR GOODS PURCHASE AGREEMENT

BETWEEN THE CITY OF WOODLAND

AND [*INSERT NAME***]**

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

CITY OF WOODLAND

ALL STAR FIRE EQUIPMENT

Approved By:

Paul Navazio
City Manager

Mark A Preisendorf
Northern CA Branch Administrator

Date

Date

Attested By:

City Clerk

Approved As To Form:

City Attorney

EXHIBIT "A"
GOODS SPECIFICATIONS

Scott Hush Air Compressor, 6000psi.
208V- 3 Phase. 15HR Motor, fill station mounted controller with moisture indicator
(includes CO & dew point calibration kit)

Scott Revolve-Air Charge Station
Dual present pressure 4500psi & 5500psi, CGA fill connection, aux high pressure
outlet.

Scott ASME Storage Cylinders (4)
Vertical stand along mounting, bulk plumbed

EXHIBIT "C"
FEE SCHEDULE

See attached quote.



Sales Quote

2552 Barrington Ct. * Hayward, California 94545 * Phone 510-887-6295 * Fax 510-887-6298

Date: January 6th. 2020

To: Woodland Fire Department

Attn: Erik Komula

Phone: 530-304-4625

E-Mail: erik.komula@cityofwoodland.org

**Scott Hush Air
Compressor**

Per your request, we are pleased to quote on the following.

Qty	Unit	Description	Price	Extension
1	Ea.	Scott AC0503464112 Hush Air Compressor, 6000psi. 208V - 3 Phase. 15HP Motor, Fill station Mounted Controller with Moisture indicator. (Includes CO & Dew Point Calibration Kit)	\$34,285.00	\$34,285.00
1	Each	Scott AF21132110001 Revolve-Air Charge Station. Dual Preset Pressure 4500psi & 5500psi. CGA Fill connection. Aux High Pressure outlet.	\$12,091.00	\$12,091.00
1	Ea.	Scott AR1604B2400 ASME Storage Cylinders, (4). Vertical Stand along mounting. Bulk Plumbed Shipping & Handling includes, Shipping, Installation and training your operator by a Scott certified, Compressor Technician & Trainer Net 30	\$12,149.00	\$12,149.00
			Subtotal	\$58,525.00
			8.000%	\$4,682.00
			S & H	\$2,000.00
			Total	\$65,207.00

Quoted by - Mark Preisendorf

MarkP@AllstarFire.com



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: H.6.
SUBJECT: Final Acceptance and Notice of Completion for 2019 Sewer Infiltration Abatement Project, CIP 20-10.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for the 2019 Sewer Infiltration Abatement Project, CIP 20-10 construction contract with Michels Pipeline Construction.

Staff Contact:

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

Fiscal Impact:

The authorized contract amount with Michels Pipeline Construction was \$257,541 with an approved 15% contingency in the amount of \$38,631. The project budget consists of \$320,000 of Sewer Enterprise Funding. The final construction contract amount for the 2019 Sewer Infiltration Abatement Project, CIP 20-10, (the “Project”) was \$293,385 after all change orders. The final Project cost was \$2,787 under the authorized project budget. There is no impact to the City’s General Fund.

Background:

City staff is continually reviewing the status of the City’s sewer collection system. Repair of sewer lines is based on information obtained from the Asset Management System and annual closed circuit television (CCTV) evaluation. Projects are identified based on criticality and budget. Some sewers in the City are buried deep enough to be below the existing groundwater table. Through observation of water infiltration at pipeline defects, staff had identified that repairs were necessary in Spring Lake and the northeastern industrial area and that using trenchless repair methods such as cured-in-place pipe (CIPP) and injection grouting would eliminate the costs of deep excavations and street resurfacing.

Staff reviewed CCTV videos from after installation of these pipes (2006), from six years ago (2014), and from January 2019. The videos after installation showed no defects in the pipes. The videos from six years ago showed relatively minor cracks and defects at these locations, requiring closer monitoring. The most recent videos showed that the rate of cracking had accelerated and a high level of groundwater inflow into the sewers, which prompted repairs.

The Project corrected these groundwater infiltration issues and pipe-structure defects by installing just under 930 feet of cured-in-place pipe (CIPP) liner inside the defective 8-inch, 15-inch, and 21-inch diameter sewer mains, essentially creating new pipes within the old that are designed to last for more than 50 years and sustain the earth loads above and the groundwater infiltration pressures along the existing pipelines. The Project also repaired nine existing manholes that were subject to groundwater infiltration through the injection of hydrophilic chemical grout. By eliminating these cases of unnecessary infiltration via trenchless construction methods, the City is able to reduce wastewater pumping and treatment costs and protect existing infrastructure from possible collapse and avoid excavation of newly constructed streets in the Spring Lake and north industrial areas. Construction was completed November 5, 2019.

Discussion:

Three change orders were executed throughout the course of the Project in a total amount of \$35,844 (about 13.9% of the original contract amount), which is \$2,787 under the Council approved contingency. The primary reason for exceeding the original contract amount was the addition of sealing with Injection Grout and four extra locations. These locations were experiencing groundwater infiltration through defects at pipe-manhole connections but were not identified until after the project had been awarded and therefore were not included in the original project scope. However, the work being performed under the contract and the work required to make these newly identified repairs was similar and it was logical to perform the repairs under this contract if costs could be kept within the authorized contract contingencies. Michels Pipeline Construction provided prices similar to their bid prices to seal the four extra locations with injection grout and the City agreed to the additional scope. The secondary reason for exceeding the original contract amount was the presence of an unknown defect in the flowline of the 21-inch sewer trunk main that led to additional mobilization of Michels' mainline grout packing crews. This defect was concealed during the CCTV footage by the volume of flow present in the pipe. The City, and therefore Michels, were unaware of this possible source of infiltration that was discovered after Michels had repaired all other sources but could not proceed with CIPP lining until the infiltrating groundwater was sealed. The project cost breakdown is as follows:

Construction Contract	\$257,541.00
Change Orders	\$35,844.00
Total Construction Contract Cost	\$293,385.00
Project Mgmt/Construction Mgmt	\$8,563.89
Construction Inspection	\$3,253.90
Total Project Costs	\$305,202.00
Total Authorized Project Budget	\$320,000.00

Conclusion:

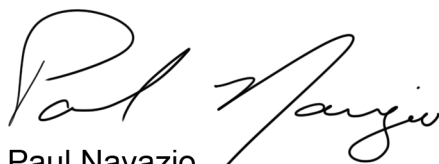
Staff recommends that the City Council adopt Resolution No. _____, accepting as complete and authorizing the City Clerk to file a Notice of Completion for the 2019 Sewer Infiltration Abatement Project, CIP 20-10 construction contract with Michels Pipeline Construction.

Prepared by: Mark Miller, Assistant Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer

Brent Meyer, City Engineer

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



Paul Navazio
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE
THE CITY CLERK TO FILE A NOTICE OF COMPLETION
FOR THE 2019 SEWER INFILTRATION ABATEMENT
PROJECT, CIP # 20-10**

WHEREAS, the City Council, on July 16, 2019, approved the construction contract for the Project with Michels Pipeline Construction in the amount of \$257,541 and a fifteen percent (15%) construction contingency in the amount of \$38,631; and

WHEREAS, the construction of the Project began on September 16, 2019 and was completed on November 5, 2019.

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

Section 1. The City Council hereby accepts the 2019 Sewer Infiltration Abatement Project, CIP # 20-10 as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for the 2019 Sewer Infiltration Abatement Project, CIP # 20-10.

PASSED AND ADOPTED this Twenty-First day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: H.7.
SUBJECT: Second Reading of Ordinance No.1657, Approving Amendments to the Accessory Dwelling Unit Ordinance Section 17.104.010 to Ensure Compliance with State Requirements

Recommendation for Action: Staff recommends that the City Council conduct the second reading of Ordinance No. 1657, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units.

Staff Contact:

Cindy A. Norris, Principal Planner (530) 661-5911, cindy.norris@cityofwoodland.org

Background:

At its January 7, 2020 meeting, the City Council introduced and waived the first reading of Ordinance No. 1657 approving the proposed amendments to Section 17.104.010 of Chapter 17 of the Woodland Municipal Code to impose new limits on local authority to regulate Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) in compliance with amended provisions of Government Code sections 65852.2 and 65852.22.

The new legislation limits local review authority in a number of respects and requires objective review standards. Local codes may not prohibit ADUs that are 800-square feet or less, under 16-feet as measured to the peak, and have side and rear setbacks of four-feet. The amendments further streamline the process to build new ADUs, convert existing structures, and allows multiple ADU units on both single family and multiple family properties.

The City amended ADU provisions in 2017 to comply with the then recently adopted state requirements. Additional legislation passed in 2018 and 2019 further streamlined regulatory requirements and creating greater certainty for ADUs. The proposed amendments revise City's local regulatory scheme for ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22. The package of new legislation passed in 2019 (AB 68, SB 13, AB 587, AB 670, and AB 671) provides some of the following key amendments:

- Requires local agencies to approve or deny an ADU project within 60 days.
- Prohibits imposing minimum lot sizes.
- For all ADUs requires only a 4-foot setback from side and rear lot lines.
- Eliminates the requirement for replacement parking when a garage, carport, or covered parking is demolished or converted to construct an ADU.
- Requires one parking space per ADU that requires an ADU permit.
- Allows for both an ADU and JADU on a single-family lot where access, setbacks, and other criteria are met.
- Allows ADUs in multi-family projects, including conversion of space such as storage rooms, as well as the construction of up to two detached ADUs on the property.
- City may not impose impact fees on ADUs under 750 square feet.
- Cannot condition approval of the ADU on the applicant being the "owner-applicant" of either the primary or

the ADU.

Conclusion:

Staff recommends that the City Council conduct the second reading of Ordinance No. 1657, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units.

Prepared By: Cindy A. Norris, Principal Planner

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



Paul Navazio
City Manager

Attachments:

1. REG ADU ORDINANCE with Attachment

ORDINANCE NO. 1657

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF WOODLAND AMENDING SECTION 17.104.010 OF
CHAPTER 17 OF THE CITY OF WOODLAND
MUNICIPAL CODE RELATING TO ACCESSORY
DWELLING UNITS AND JUNIOR ACCESSORY
DWELLING UNITS AND DETERMINING THE
ORDINANCE TO BE EXEMPT FROM CEQA**

WHEREAS, the City of Woodland, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law a number of bills (“New ADU Laws”) that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, the New ADU Laws take effect January 1, 2020, and if the City’s ADU ordinance does not comply with the New ADU Laws, the City’s ordinance becomes null and void on that date as a matter of law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22; and

WHEREAS, failure to comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 renders the City’s ordinance regulating ADUs and JADUs null and void, thereby limiting the City to the application of the few default standards provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

WHEREAS, the City Council has reviewed and considered the public testimony and agenda reports prepared in connection with this ordinance, including the policy considerations discussed therein, and the consideration and recommendation by the City’s Planning Commission; and

WHEREAS, in accordance with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (Cal. Code Regs.,

tit. 14, § 15000 et seq.), the City has determined that the revisions to the Woodland Municipal Code are exempt from environmental review.

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

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State’s ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the “exceptions” to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

- (1) Not result in the construction of ADUs or JADUs within a particularly sensitive environment because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (2) Not result in a potentially significant cumulative impact because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (3) Not result in a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances because the construction of small structures or conversion of existing structures are accessory to a primary dwelling on sites that are already be developed;
- (4) Not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway because no residential property is located adjacent to a state scenic highway and new structures will be required to comply with the City’s Tree Preservation Ordinance as appropriate;

- (5) Not be located on a hazardous waste site included on any list compiled pursuant to § 65962.5 of the Government Code because no property zoned residential is located on a hazardous waste site; or
- (6) Not result in a substantial adverse change in the significance of a historical resource because any demolition of a potential historic structure will be required to comply with the City's Historical Preservation Ordinance.

Section 3. Section 17.104.010 of Chapter 17 of the Woodland Municipal Code is hereby amended and restated as provided in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. This ordinance shall take effect 30 days following its adoption.

Section 5. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

Section 6. The City Clerk shall submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

Section 7. The City Council hereby directs staff to prepare, execute and file with the Yolo County Clerk a Notice of Exemption within five working days of first reading of this ordinance.

Section 8. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

Section 9. The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located in the Community Development Department at 300 First Street, Woodland, CA 95695

(Continues on next page)

PASSED AND ADOPTED by the City Council this 21st day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

EXHIBIT A

Amendments to Municipal Code

(follows this page)

17.104.010 Accessory dwelling units

- A. Purpose. The purpose of this section is to provide reasonable regulations for the development of accessory dwelling units **(ADUs) and junior accessory dwelling units (JADUs)** in certain areas and on lots developed or proposed to be developed with single-family residential dwellings, duplexes and **multiple family units**. ~~lots developed with up to four dwelling units~~. Such accessory dwelling units contribute needed housing to the community's housing stock and promote housing opportunities for the persons wishing to reside in the City of Woodland. In addition, the regulations in this section are intended to promote the goals and policies of the City's General Plan and comply with requirements codified in the State Planning and Zoning Law related to accessory dwelling units in residential areas, including California [Government Code](#) Section 65852.2. **and 65852.22.**
- B. **Effect of Conforming Accessory Dwelling Unit. An accessory dwelling unit that conforms to this chapter shall:**
1. **Be deemed an accessory use and not be considered to exceed the allowable density for the lot upon which it is located;**
 2. **Be deemed a residential use that is consistent with the General Plan and the zoning designations for the lot;**
 3. **Not be considered in the application of any ordinance, policy, or program to limit residential growth; and**
 4. **Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.**
- C. ~~B~~ Definitions.
1. "Accessory dwelling unit" **(ADU)** means a residential dwelling unit that is detached from, attached to, or located within the living area of an existing primary dwelling unit, and that provides independent living facilities for one or more persons. An accessory dwelling unit also includes:
 - a. an efficiency unit, as defined in California Health and Safety Code Section 17958.1, and
 - b. a manufactured home, as defined in Section 18007.
 2. **"Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.**
 3. **"Efficiency kitchen" means a kitchen that includes each of the following:**

- a. **A cooking facility with appliances.**
 - b. **A food preparation counter or counters that total at least 15 square feet in area.**
 - c. **Food storage cabinets that total at least 30 square feet of shelf space.**
4. **2 “Floor area” means the gross floor area of an attached or detached accessory dwelling unit as measured to the outside surface of exterior walls, including its living area, basement whether conditioned or unconditioned, and any garage or other enclosed accessory structure attached to the detached accessory dwelling unit.**
5. **“Junior accessory dwelling unit” or “JADU” means a residential unit that**
- a. **is no more than 500 square feet in size,**
 - b. **is contained entirely within an existing or proposed single-family structure,**
 - c. **includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and**
 - d. **includes an efficiency kitchen, as defined in subsection (C)(3) above**
6. **~~3-~~“Living area” is defined as the interior habitable area of a dwelling unit, including basements and attics, but not including a garage or any accessory structure.**
7. **“Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.**
8. **“Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.**
9. **“Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.**
10. **4- “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.**
~~means a public bus stop, bus station or transit station.~~

11. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

C. ~~Effect of Conforming Accessory Dwelling Unit. An accessory dwelling unit that conforms to this chapter shall:~~

1. ~~Be deemed an accessory use and not be considered to exceed the allowable density for the lot upon which it is located;~~
2. ~~Be deemed a residential use that is consistent with the General Plan and the zoning designations for the lot;~~
3. ~~Not be considered in the application of any ordinance, policy, or program to limit residential growth; and~~
4. ~~Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.~~

D. Locations Permitted.

1. Accessory dwelling units **and junior accessory dwelling units** are permitted in all **zoning districts that allow for any single-family and or multifamily residential use zones, including the corridor mixed use districts if they allow for any residential use.**
2. ~~Accessory dwelling units that meet the requirement of subsection (F)(2)(a) may be located in any single-family residential zone.~~

E. ~~Permit Procedures. Approvals. The following approvals apply to ADUs and JADUs under this section:~~

1. **Building-permit Only. If an ADU or JADU complies with each of the general requirements in subsection (F) below, it is allowed with only a building permit in the following scenarios:**
 - a. **Converted Space or Structure on Single-family Lot: Only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:**
 - i. **Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.**
 - ii. **Has exterior access that is independent of that for the single-family dwelling.**
 - iii. **Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.**
 - b. **Limited Detached on Single-family Lot: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition**

to any JADU that might otherwise be established on the lot under subsection (E)(1)(a)), if the detached ADU satisfies the following limitations:

i. The side- and rear-yard setbacks are at least four-feet.

ii. The total floor area is 800 square feet or smaller.

iii. The peak height above grade is 16 feet or less.

c. **Converted on Multifamily Lot: Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages that satisfied the following:**

i. If each converted, ADU complies with state building standards for dwellings.

ii. At least one converted ADU is allowed within an existing multifamily dwelling structure, but the number of ADUs created under this paragraph (E)(1)(c) may not exceed 25 percent of the existing multifamily dwelling units.

d. **Limited Detached on Multifamily Lot: No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:**

i. The side- and rear-yard setbacks are at least four-feet.

ii. The total floor area is 800 square feet or smaller.

2. ~~4.~~ **ADU Permits.**

a. Except as allowed under subsection (E)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth (in subsections (F) and (G) below)

~~An accessory dwelling unit permit application is required for all new detached accessory dwelling units and for attached accessory dwelling units that include physical expansion (i.e., addition) to an existing primary dwelling unit prior to building permit submittal. Approved applications for an accessory dwelling unit will result in an accessory dwelling unit permit. The applicant shall also obtain a building permit as required by the building code.~~

b. **Impact Fee.**

i. No impact fee is required for an ADU or JADU that is less than 750 square feet in size.

ii. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the

square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.

~~Exception. Accessory dwelling units that meet the requirements of subsection (F)(2)(a) shall only obtain a building permit as required by the building code.~~

- iii. ~~e.~~ Except as otherwise provided in this chapter, the construction of an accessory dwelling **and junior accessory dwelling** unit shall be subject to any applicable fees adopted pursuant to the requirements of California [Government Code](#), Title 7, Division 1, Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

3. ~~2.~~ **Application Process and Timing.**

- a. **An ADU permit is considered and approved magisterially without discretionary review or hearing.**
- b. **The City must act on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application, unless either:**
 - i. **The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or**
 - ii. **In the case of a JADU, and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single family dwelling on the lot, the city may delay acting on the permit application for the JADU until the City acts on the permit application to create the JADU will still be considered magisterially without discretionary review or a hearing.**
- c. ~~a.~~ **Application requirements.** Applications for an accessory dwelling unit permit shall be made in writing by the property owner or his or her authorized agent, on forms provided by the Community Development Department, and accompanied by such data and information as may be necessary to fully describe the request including:
 - i. A to-scale and fully dimensioned site plan showing the proposed accessory dwelling unit or junior accessory dwelling unit and all existing structures on the property including patio covers, other accessory structures, fences and driveways;

- ii. Elevations of the proposed accessory dwelling unit including building dimensions, material call outs and a color and materials sample board as requested by the Community Development Director;
- iii. Photographs of the exterior of the primary residence as requested by the Community Development Director; and
- iv. Construction Management Plan. Construction hours and staging to minimize impacts on surrounding residential properties.
- d. ~~b.~~ The filing and review fee shall be as prescribed by City Council resolution or ordinance. **The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance.**

~~Review.~~

- a. ~~The Community Development Director or designee will review and approve a complete application for an accessory dwelling unit permit that complies with the requirements of subsection F (Standards). The accessory dwelling unit permit application shall be considered ministerially without any discretionary review or a hearing if the accessory dwelling unit complies with the development provisions as outlined in this section.~~
- b. ~~The Community Development Director or designee will approve or disapprove of an application for an accessory dwelling unit permit within 120 days after receiving the complete application.~~

4. Nonconforming ADUs and Discretionary Approval. ~~Exceptions.~~

- a. **Any proposed ADU or JADU that does not conform to the objective standards** ~~A property owner may apply for an exception to construct an accessory dwelling unit that does not meet the standard(s) set forth in subsections (F) and (G) (1) below by applying for~~ **may be allowed by the City with a** Zoning Administrator permit in accordance with Chapters 17.132 and 17.148 of this title. A noticed public hearing shall be held in accordance with Sections 17.132.030 and 17.148.030. ~~The Zoning Administrator may approve specific exception(s) from the standards listed in subsection (F)(1), except as set forth below:~~
- i. ~~The minimum lot size standard may only be reduced to 5,000 square feet (minimum).~~ **The maximum size of an ADU subject to this subsection (E)(4) is 1,200 square feet, or three bedrooms.**
- b. Findings. Before approval of the Zoning Administrator permit granting the exception, the Zoning Administrator shall find that:
 - i. The exterior design of the accessory dwelling unit is in harmony with, and maintains the scale of, the neighborhood;
 - ii. If an exception to parking requirements is requested, the exception will not result in excessive parking congestion;

- iii. The site plan provides adequate open space usable and useful for both the accessory dwelling unit and the primary residence;
- iv. Where applicable, open space and landscaping provides for privacy and screening of adjacent properties;
- v. The location and design of the accessory unit maintains a compatible relationship to adjacent properties and does not significantly impact the privacy, noise, light air, solar access or parking of adjacent properties; and
- vi. Windows that impact the privacy of the neighboring side or rear yard have been minimized. Major windows, access stairs, entry doors and decks are generally limited to the walls facing the primary residence or the alley, if applicable.

F. General ADU and JADU Requirements. Standards The following requirements apply to all ADUs and JADUs that are approved under subsections (E)(1) or (E)(2):

1. Zoning

- a. An ADU or JADU subject only to a building permit under subsection (E)(1) may be created on a lot in a residential or mixed-use zone.
- b. An ADU or JADU subject to an ADU permit under subsection (E)(2) may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

~~1. Except as provided in subsection 2, accessory dwelling units must meet the following standards:~~

- a. ~~General Requirements. An accessory dwelling unit shall comply with all provisions of the underlying zoning district, except as modified by this section. The requirements for other accessory structures found in Section 17.104.020 (Accessory buildings and uses) do not apply to accessory dwelling units.~~
- b. ~~Lot Size. The minimum lot size upon which an accessory dwelling unit may be located is 6,000 square feet.~~
- c. ~~Development On the Lot.~~
 - i. ~~The accessory dwelling unit must be:~~
 - (A) ~~Detached from the existing primary dwelling, but located on the same lot as the existing dwelling;~~
 - (B) ~~Attached to the existing dwelling; or~~
 - (C) ~~Located within the living area of the existing dwelling.~~
 - ii. ~~Only one accessory dwelling unit shall be allowed per lot.~~
 - iii. ~~Within a residential multiple family zone, an accessory dwelling unit may not be constructed on a parcel which is developed with more than four existing residential units.~~

- iv. ~~The accessory dwelling unit is not intended for sale separate from the primary residence(s).~~
 - v. ~~Landscape Screening. If second floor windows in a proposed accessory dwelling unit overlook the interior living areas of a direct neighbor's residence, landscaping is required for the privacy and screening of the adjacent property.~~
- 2. **Fire Sprinklers. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.**
- 3. ~~d. Rental Term. No ADU or JADU Occupancy. The accessory dwelling unit may be rented Leases for durations of less for a term that is shorter than 30 days are prohibited.~~
- 4. **No Separate Conveyance. An ADU or JADU may be rented, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).**
- 5. **Owner Occupancy.**
 - a. **All ADUs created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the ADU was created.**
 - b. **An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.**
 - c. **All ADUs that are created on or after January 1, 2025 are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.**
 - d. **All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.**
- 6. **e. Building and Construction.**
 - i. ~~An accessory dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation.~~
 - ii. ~~An accessory dwelling unit is required to have fire sprinklers, only if the primary residence is also required to have fire sprinklers.~~
 - a. ~~iii. An accessory unit shall meet the requirements of the building code, as adopted and amended by Chapter 15.04 of the municipal code, that apply to detached dwellings, as appropriate.~~
 - ~~iiiv. As required in the municipal code a separate utility connection may be required directly between the accessory dwelling unit and the utility.~~

- b. ~~¶. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. “Passageway” is defined as a pathway that is unobstructed clear to the sky and extends from to street to one entrance of the accessory dwelling unit.~~

G. Specific ADU and JADU Requirements. The following requirements apply only to ADUs that require an ADU permit under subsection (E)(2) above.

1. Maximum Size.

- a. **The maximum size of a detached or attached ADU subject to this subsection (G)(1) is 850 for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.**
- b. **An attached ADU that is created on a lot with an existing primary dwelling shall not exceed 50 percent of the existing floor area of the primary dwelling.**
- c. **The accessory dwelling unit shall contain no less than the 150 square feet area minimum required for an efficiency dwelling unit as defined in Section 17958.1 of the Health and Safety Code.**
- d. **Application of other development standards in this subsection (G), such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, or open-space requirements may require the ADU to be less than 800 square feet.**

2. f. Parking.

- i. ~~Except as provided in subparagraph (f)(ii):~~

General Requirement. Accessory dwelling units must meet the following parking standards:

- a. **One off street parking space is required for an ADU that is approved under subsection (E)(2) above.**

~~(A) Accessory dwelling units must meet the following parking standards:~~

- ~~(1) For accessory dwelling units with no separate bedrooms (such as a loft or studio), one off-street parking space shall be provided per unit.~~
- ~~(2) For accessory dwelling units with at least one separate bedroom, one off-street parking space shall be provided per bedroom.~~

- b. ~~(B) If parking configuration, if required:~~

- i. ~~(1) The required parking spaces may be located in setback areas approved by the Community Development Director (or designee) or tandem parking on an existing driveway, unless specific findings are made under subparagraph (B)(2) (G)(2)(b)(ii).~~
- ii. ~~(2) Parking arrangements in subparagraph (G)(2)(b)(i)(B)(1) are not permitted may be prohibited if the Community Development Director (or designee) makes specific findings that such parking arrangements are~~

not feasible based upon specific site or regional topographical or fire or life safety conditions, ~~or that such arrangements are not permitted anywhere in the jurisdiction.~~

~~(3) — When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.~~

- c. **ii. Exceptions.** Parking standards shall not be imposed on an accessory dwelling unit in any of the following circumstances:
 - i. ~~(A)~~ The accessory dwelling unit is located within one-half mile of public transit, including a public bus stop, bus station or transit station.
 - ii. ~~(B)~~ The accessory dwelling unit is located within a designated historic district.
 - iii. ~~(C)~~ The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 - iv. ~~(D)~~ When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - v. ~~(E)~~ When there is an established car share vehicle stop located within one block of the accessory dwelling unit
- d. **No Replacement.** When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

3. ~~g.~~ Height.

- a. The height of a second-story or two story attached ~~accessory dwelling unit~~ ADU shall not exceed the height of the primary structure or 30-feet in height above grade, whichever is greater, measured to the peak of the structure. ~~must meet the height standards of the applicable zoning district.~~
- b. A detached ADU may not exceed 16-feet in height, above grade, measured to the peak of the structure.
- c. A unit above a detached garage located contiguous to an alley may not exceed 25-feet in height above grade, measured to the peak of the structure.

4. ~~h.~~ Setbacks.

- a. ~~(i) Attached and Detached Accessory Dwelling Unit. Except as provided in subsection paragraphs (E)(1)(ii) and (iii), an attached or detached ADU is subject to side and rear setbacks of four feet. accessory dwelling unit shall meet the following setback standards:~~
 - ~~(A) — Single Story Accessory Dwelling Unit. The side and rear yard setback for a single story accessory dwelling unit shall be at least five feet.~~
 - ~~(B) — One and One Half Accessory Dwelling Units and Two-Story Accessory Dwelling Units. The side and rear yard setback for a one and one half accessory dwelling unit and two-story accessory dwelling unit shall be at least 10 feet.~~
- b. ~~(C) Alley Adjacent Accessory Dwelling Units and Accessory Dwelling Units Adjacent to Non-residentially Zoned Property. Side or rear yard setbacks adjacent to an alley or non-residentially zoned property shall be zero feet. Parking provided off the alley shall maintain a 24-foot back out, which includes the alley.~~
 - ~~(D) — Street-Side Corner Lot. Setback requirements for the street-side of a corner lot shall be consistent with street-side setback standards of the applicable zoning district. Other setbacks (e.g., rear or non-street side) shall be as set forth in subparagraph (h)(i)(A), (B) or (C) above.~~
- c. ~~ii. Garage and Accessory Building Conversion. No setback shall be required for a legally established, existing garage or accessory building that is converted to an accessory dwelling unit, provided the structure is not expanded under subsection (E)(1)(a)(i). Any expansion of the structure under subsection (E)(1)(a)(i) is subject to side and rear setbacks of four feet shall comply with applicable setback requirements.~~
- d. ~~iii. Addition Over a Garage. A minimum side and rear setback of five feet shall shall apply to the newly constructed portion for an accessory dwelling unit constructed above a legally established existing garage.~~
 - i. ~~Unit Size.~~
 - ~~i. — The increased floor area of an attached accessory dwelling unit shall not exceed 50% of the existing living area, with a maximum increase in floor area of 1,200 square feet.~~
 - ~~ii. — The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.~~
 - ~~iii. — The accessory dwelling unit shall contain no less than the 150 square feet area minimum required for an efficiency dwelling unit as defined in Section 17958.1 of the [Health and Safety Code](#).~~

5. j. Lot Coverage

- a. ~~i.~~ Lot Coverage. **No ADU subject to this subsection (G) may cause the total lot coverage of the single-family lot to exceed lot coverage standards of the applicable zoning district 50 percent.**
 - b. ~~ii.~~ Rear Yard Coverage. An accessory dwelling unit shall not result in more than 30% rear yard coverage as measured from the rear wall of the primary residence to the rear property line (or as measured from the average distance of the rear wall from the rear property boundary if the rear wall does not follow a straight line).
 - ~~iii.~~ ~~Required Rear Yard Coverage. An accessory dwelling unit shall not result in more than 35% coverage of the “required rear yard,” which is set forth by the applicable zoning district.~~
- 6. ~~k.~~ **Architecture Requirements Review**
 - a. **The materials and colors of the exterior walls, roof, and windows and doors must be the same the appearance of the primary dwelling**
 - b. **The roof slope must be the same that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.**
 - c. **The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.**
 - d. **The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public-right-of-way.**
 - e. **The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.**
 - f. **Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.**
 - g. **All second-story windows and doors in a second unit that are less than 30 feet from a property line that is not a right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.**
 - h. **Access stairs, entry doors and decks must face the primary residence or the alley, if applicable.**

- i. **A garage converted to an accessory dwelling unit shall include removal of garage door(s) which shall be replaced with architectural features, including walls, doors, windows, trim and accent details.**
- j. **The architectural treatment of an ADU to be constructed on a lot that has an identified historical resource listed on the federal, state, or local register of historic places must comply with all applicable ministerial requirements imposed by the Secretary of Interior.**
 - ~~i. — The design of the accessory dwelling unit shall relate to the design of the primary residence by use of similar quality exterior wall materials, window types, door and window trims, and roofing materials, but does not have to match the architectural style of the primary residence.~~
 - ~~ii. — A garage converted to an accessory dwelling unit shall include removal of garage door(s) which shall be replaced with architectural features, including walls, doors, windows, trim and accent details that remove any appearance that the structure was originally a garage.~~
 - ~~iii. — Windows facing interior areas of adjoining residential property shall be minimized in scale and number and fencing or landscaping shall be required to provide screening.~~
 - ~~iv. — Access stairs, entry doors and decks must face the primary residence or the alley, if applicable.~~

7. Landscape Requirements

- a. **Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:**
 - i. **At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box size plant shall be provided for every ten linear feet of exterior wall.**
 - ii. **For a ground-level ADU, plant specimens must be at least six feet tall when installed. As an alternative, for a ground level ADU, a solid fence of at least 6 feet in height may be installed.**
- b. **For a second-story ADU, plant specimens must be at least 12 feet tall when installed.**
- c. **All landscaping must be drought-tolerant.**

8. Other

- a. **The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the fire authority.**
- b. **Each unclosed parking space shall be at least eight and one-half feet wide and eighteen feet long.**
- c. **Each parking space that is provided in an enclosed garage shall be at least ten feet wide and twenty feet long and have at least seven and a half feet vertical clearance.**

9. Notice of Construction

- a. **At least ten business days before starting any construction of a second unit, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:**
 - i. **Notice that construction has been authorized,**
 - ii. **The anticipated start and end dates for construction,**
 - iii. **The hours of construction,**
 - iv. **Contact information for the project manager (for construction-related complaints), and**
 - v. **Contact information for the city building division.**
- b. **This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City of Woodland has no discretion in approving or denying a particular ADU project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.**

~~2. An accessory dwelling unit is exempt from the requirements of subsection (F)(1) if the unit meets all the requirements of subsection (F)(2)(a):~~

- ~~a. The accessory dwelling unit:~~
 - ~~i. Is one accessory dwelling unit per single-family lot located within a single-family residential zone;~~

- ii. ~~Is contained within the existing space of a single family residence or within the existing space of an existing accessory building or structure;~~
- iii. ~~Has independent exterior access from the existing residence; and~~
- iv. ~~The side and rear setbacks are sufficient for fire safety.~~
- b. ~~If subparagraphs requirements of paragraph (2)(a) are met, then the applicant:~~
 - i. ~~Is required to install fire sprinklers in the accessory dwelling unit if the primary residence is also required to have fire sprinklers;~~
 - ii. ~~Is not required to install a new or separate utility connection directly between the accessory dwelling unit and the utility, or to be charged a related connection fee or capacity charge;~~
 - iii. ~~Shall obtain a building permit as required by the building code as adopted and amended by Chapter 15.04 of the municipal code. (Prior code § 25-21-05)~~



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: I.8.
SUBJECT: Response to Recent Gun Violence

Recommendation for Action: Staff recommends that the City Council: 1) receive an update on City's response to increase in gang-related violent crimes, and 2) adopt Resolution No. _____, authorizing a supplemental budget appropriation of \$50,000 to support additional overtime for WPD's Patrol Division.

Staff Contact

Derrek Kaff, Police Chief – (530) 661-7800

Fiscal Impact

Significant resources are currently allocated in support of crime prevention and suppression through a number of programs and initiatives discussed in this report. It is recommended that the Council approve an additional \$50,000 to support increased overtime for targeted Patrol resources to supplement baseline staffing on selected shifts.

Staff anticipates returning to Council with additional funding requests, as part of the upcoming mid-year budget update, to be informed by Council feedback and direction.

Background

Over the past three months there has been an increase in gang related crimes including assaults and shootings. These violent crimes have tragically taken the lives of four young men and injured many others. The police department has made numerous changes and is working on future initiatives to address the recent violent crimes in town. These changes reflect a renewed focus on intervention in regards to criminal gang activity.

This report provides a brief summary of steps being taken by the Woodland Police Department, supporting programs and collaboration with partner law enforcement agencies and the broader community.

Discussion

Increased Patrols

Beginning in November 2019 the police department began using overtime shifts to provide two extra officers for high-visibility patrols during evening hours based on data and intelligence information related to recent uptick in violent crimes. Thus far, these patrols have netted six handguns which were illegally possessed and have contributed to a number of arrests. The WPD is prioritizing the need to not only re-allocate resources to patrol, crime analysis and investigations, but the department is also evaluating how best to augment resources to enhance the ability to process intelligence and crime information, as well as further augment patrols.

In the short-run, staff requests the council approve a one-time funding augmentation of \$50,000 from available General Fund reserves to support continued overtime patrols of two additional officers for a period of three months. These overtime patrols will provide critical proactive efforts to prevent further violence based on intelligence provided by the Crime Analysis Unit.

Gang Task Force

The police department has also reassigned a sergeant and three detective positions to form an internal Gang Task Force, and is actively engaged with partner law enforcement agencies to re-establish a county-wide gang task force (which was disbanded in 2017). WPD has worked with the Yolo Sheriff's and Probation Departments to include an investigator from each agency on this gang task force. This task force will be dedicated to the investigation of gang crimes, providing proactive enforcement to supplement normal patrol functions and engaging parents and the community with education and training to increase safety in town.

The WPD has also sought and received collaborative assistance, with the California Department of Corrections and Rehabilitation Special Services Unit, the FBI, Yolo County Special Investigations Unit (Formerly YONET) and the Yolo District Attorney's office to increase our investigative ability.

Community Collaborations

Members of the gang task force will be working with our school resource officers and the Woodland Joint Unified School District to provide gang awareness training to parents of students. These presentations are in addition to staff's participation in the Yolo County Office of Education's community meetings regarding the recent increase in violent crimes. YCOE held one community meeting in December and staff is participating in a follow up planning meeting in February to discuss a coordinated strategy for improving safety in the community. One specific strategy is the increase of intervention programs by contract providers to support youth that are already involved in gangs. The existing contract provider will also begin meeting with the gang task force to increase communication and coordination of intervention efforts.

Crime Analysis Unit

Currently the department has one full time Crime Analyst and one part time Community Service Officer assigned to our Crime Analysis Unit (CAU). These positions are responsible for analyzing every police report, field interviews card and intelligence report and provide information on crime trends and potential threats in the community. The positions are the cornerstone of intelligence-led policing efforts and increase the efficiency of police officers efforts through dissemination of regular intelligence reports which provide officers with the locations, times and persons of interest in criminal activity through the city. These reports have led to many arrests including the recovery of illegally possessed firearms. Staff anticipates presenting to the City Council, in conjunction with its pending mid-year budget update, a recommendation to convert the existing part-time Crime Analyst position to full-time status. This will allow the Crime Analysis Unit to provide critical intelligence and analysis support directly to the emerging multi-agency Gang Task Force.

In addition, WPD has established an anonymous "tip line," (530) 661-7850, and is also offering a reward for information leading to arrest related to the recent homicides and shootings. These steps are being advertised to the community with the goal of encouraging witnesses and/or persons with information related to recent violent crimes to come forward.

Evaluation of Existing YGRIP Program

Late last year, staff met and discussed recommendations for enhancing the effectiveness of the city's existing Youth Gang Reduction Intervention and Prevention program (YGRIP). While there have been a number of positive outcomes from this initiative, including the successful intervention in many specific instances, staff recognizes the need to expand current efforts, which to date have largely focused on "prevention" efforts targeted to youth. The YGRIP initiative has established a referral program to connect youth and their families to support services, increased collaboration amongst prevention program providers, implemented the Gang Reduction Education and Training (GREAT) program in all fourth and seventh grade classrooms, and engaged outside resources for provide mentoring services to selected youth and their families. In addition, the YGRIP initiative has led to the re-establishment of an affiliated Woodland Police Activities League (WPAL) whose

goal is to provide a host of recreational activities for at-risk youth as well as help to establish positive relationships between program participants and law enforcement officers who volunteer their time in support of WPAL programs.

Staff and partner agencies are now working on how to expand the YGRIP initiative and resources to support gang intervention and suppression efforts with an added focus on individuals and families who are already engaged in gang-related activities. The partnerships established through the early development of the YGRIP initiative are viewed as a critical component to addressing gang-related violence through a community-wide approach. Staff will be bringing specific recommendations to both the YGRIP steering committee as well as the Council's Public Safety sub-committee in February to expand the scope of the existing YGRIP initiative.

Analysis of Tools such as Gang Injunction

Several communities in California, including Los Angeles, San Diego, Long Beach, San Francisco and West Sacramento, have successfully utilized tools such as court-authorized gang injunctions to address and suppress gang-related activity. At this time, staff is not proposing or suggesting use of a gang injunction in response to gang activity in Woodland. Staff advises, however, that any consideration of this approach would require significant staff time to conduct a thorough evaluation of the effectiveness of such a measure, an extensive legal analysis involving consultation with the District Attorney's Office as well as the State Attorney General and, perhaps most importantly, broad community support. As such, specific City Council direction would be needed prior to initiating analysis and evaluation.

Conclusion

Staff recommends that the City Council: 1) receive an update on City's response to increase in gang-related violent crimes, and 2) adopt Resolution No. _____, authorizing a supplemental budget appropriation of \$50,000 to support additional overtime for WPD's Patrol Division.



Paul Navazio
City Manager

Attachments:

1. PD Overtime Funding Resolution

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING A \$50,000 APPROPRIATION FROM THE GENERAL FUND IN
RESPONSE TO RECENT GUN VIOLENCE**

WHEREAS, over the past three months there has been an increase in gang related crimes including assaults and shootings; and

WHEREAS, the Police Department has made numerous changes and is working on future initiatives to address the recent violent crimes in town; and

WHEREAS, beginning in November 2019 the police department began using overtime shifts to provide two extra officers for high-visibility patrols during evening hours; and

WHEREAS, the Police Department has also reassigned a sergeant and three detective positions to form an internal Gang Task Force; and

WHEREAS, members of the gang task force will be working with our school resource officers and the Woodland Joint Unified School District to provide gang awareness training; and

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

Section 1. \$50,000 is appropriated from the General Fund to the Police Department budget in response to recent gun violence and the additional funding will be used to support increased overtime for targeted patrol resources to supplement baseline staffing on selected shifts.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2020.

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 _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

RESOLUTION NO: _____

ATTEST:

_____,
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: I.9.
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #11 with Wood Rodgers for Consulting Services

Recommendation for Action: Staff recommends that the City Council 1) Receive a status update on progress related to the completion of the Army Corps of Engineers' Lower Cache Creek Feasibility Study, and 2) Adopt Resolution No. _____, authorizing the City Manager to execute Amendment #11 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

Staff Contact:

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

Fiscal Impact:

Approval of amendment #11 for Project 09-15 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) services to \$1,328,074 an increase of \$75,000 from \$1,253,074. The amendment covers Wood Rodger's services through the attached scope of work.

This project is included in the Capital Budget approved by Council with \$5,050,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on July 2, 2019. The budget includes approximately \$600,000 in funding that is expected to be reimbursed through the Urban Flood Risk Reduction (UFRR) grant. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background:

The Army Corps of Engineers led Lower Cache Creek Feasibility Study is working toward the Agency Decision Milestone (ADM). The majority of the work between completion of the Tentatively Selected Plan (TSP) Milestone and the ADM is refinement of engineering work and advancement of the environmental documentation under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The ongoing work continues with Alternative 2A as the Tentatively Selected Plan with local modifications. Alternative 2A collects floodwater that leaves Cache Creek, intercepts the water prior to entering Woodland, and directs the flood water to the Yolo Bypass. Alternative 2A conveys the flood water into the Cache Creek Settling Basin (CCSB) and partially into the City's storm drainage system. Additionally, local modifications are necessary to enhance the Corps Alternative 2A to provide a 200-year level of flood protection as required by California SB-5.

Contract Amendment #11 with Wood Rodgers includes the scope of work necessary to coordinate with both the design and environmental teams and complete the analyses necessary to reach the ADM Milestone. The Amendment reflects additional work tasks requested by the environmental team to accommodate the Woodland Flood Risk Reduction Project.

Discussion:

Wood Rodgers has been requested by the environmental team to complete additional analyses for the CEQA document and additional engineering analyses for the project. The schedule contemplates completion of the CEQA document in early 2020. The Supplemental Environmental Impact Statement (NEPA) prepared by the Corps has been completed. The majority of the remaining work involves the refinement of earlier engineering work, incorporating updates to the hydraulic model, and preparation of the CEQA document. Wood Rodger's work focuses in these work areas and coordination with the flood management team.

Conclusion:

Staff recommends that the City Council 1) Receive a status update on progress related to the completion of the Army Corps of Engineers' Lower Cache Creek Feasibility Study, and 2) Adopt Resolution No. _____, authorizing the City Manager to execute Amendment #11 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

Reviewed by: Brent Meyer, City Engineer

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



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Scope/Funding Request

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #11 WITH WOOD RODGERS FOR ENGINEERING
CONSULTING SERVICES**

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services amendment with Wood Rodgers for Engineering Services (“Agreement”); and

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

WHEREAS, Wood Rodgers has been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2013; and

WHEREAS, Wood Rodgers will continue providing engineering design services, including coordination with Department of Water Resources and City consultants to advance the feasibility studies and environmental documents that are currently underway; and

WHEREAS, the contract amendment with Wood Rodgers authorizes an additional contract amount of \$75,000 to cover the additional scope of work. The current contract amount is \$1,253,074. With this amendment, the new contract amount is \$1,328,074; and

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

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

Section 1. The City Council hereby approves the Amendment with Wood Rodgers in the amount of \$75,000 for a total contract amount of \$1,328,074. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

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

PASSED AND ADOPTED this 21st day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



December 19, 2019

Mr. Tim Busch, P.E.
City of Woodland
300 First Street
Woodland, California 95695

Dear Mr. Busch,

Subject: City of Woodland, Lower Cache Creek Feasibility Study, Request for Supplemental Budget Authorization

The City of Woodland (City), with the US Army Corps of Engineers (USACE), is engaged in the Lower Cache Creek Feasibility Study (LCCFS) to address flooding from Cache Creek in the City of Woodland, California. Wood Rodgers has been assisting this effort by preparing Alternative Project Descriptions and performing other analyses as directed in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation efforts.

By way of this letter, Wood Rodgers is requesting a budget augmentation in the amount of \$75,000 to supplement its existing budget in providing Work-In-Kind services to the USACE on behalf of the City. This additional work will be performed on a Time-and-Materials basis not to exceed the authorized amount without written consent of the City. If you are in concurrence with this budget augmentation request, please issue a contract amendment at your earliest convenience. Wood Rodgers appreciates the opportunity to be of continued support to the City on the LCCFS.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,

Jonathan Kors, P.E.
Vice President

J:\Jobs\8303\8303.032 LCCFS_Alt_2A_2B_2C\Civil\Docs\Proposals\2019\219_Budget_Augm



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: I.10.
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve the Urban Flood Risk Reduction Program Amendment #2 with the State of California Department of Water Resources.

Recommendation for Action: Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Amendment #2 to the funding agreement with the State of California Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR) for the Lower Cache Creek Feasibility Study, CIP 09-15.

Staff Contact:

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

Fiscal Impact:

The City was awarded a \$5,000,000 grant through the State of California DWR Urban Flood Risk Reduction Program for continuing work on the Lower Cache Creek Feasibility Study (LCCFS) in 2016 with a total amount of \$10,000,000. The grant included a 50% cost share by the City and 50% by DWR for all eligible work items. The DWR UFRR Program is funded through Proposition 1E, the Disaster Preparedness and Flood Protection Act of 2006. Amendment #1 to the funding agreement updated the scope and budget to reflect completion of the LCCFS and reduced the total amount from \$10,000,000 to \$2,400,000 and thus the grant amount was reduced from \$5,000,000 to \$1,200,000.

The costs for the feasibility study have been updated to reflect a refinement to the work plan for the City and DWR to complete to ultimately support the Corps National Economic Development (NED) Plan alternative for the feasibility study and tasks remaining to support completion of both the Corps LCCFS and also the non-federal enhancements to the Corps NED Plan alternative. The updated total cost for the feasibility study under the UFRR program is \$2,539,330 and is split 50% each City and DWR. The City cost share is \$1,269,665. The amendment to the Agreement increases the total amount from \$2,400,000 to \$2,539,330 and thus the grant amount is increased from \$1,200,000 to \$1,269,665. The amended UFRR Agreement budget is sufficient to fund completion of the feasibility study and non-federal components.

The City is eligible for credit on past work that has been completed as part of the LCCFS for City expenses that are not creditable to the Army Corps of Engineers efforts. The City has received over \$238,000 in reimbursement on eligible expenses under UFRR and approximately \$100,000 remains as a credit to the City for ongoing work activities.

There is no impact to the General Fund.

Background:

The City continues to be engaged with the Corps of Engineers (Corps) on the Lower Cache Creek Feasibility Study (LCCFS) and the feasibility study is near completion of the Agency Decision Milestone. The UFRR program allows for a second avenue towards a flood protection solution and may allow for a City-State partnership in providing a flood protection solution. The UFRR program also allows for more flexibility in

investigation of flood solutions, such as enhancements to the NED plan to mitigate impacts to properties north of the City and comply with California SB-5, which requires a 200-year level of flood protection for urban areas.

Discussion:

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

Conclusion:

Staff requests that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Amendment #2 to the funding agreement with the State of California Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR) for the Lower Cache Creek Feasibility Study, CIP #09-15.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer

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



Paul Navazio
City Manager

Attachments:

1. Resolution
2. CA Standard Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #2 TO THE AGREEMENT WITH STATE OF
CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE URBAN FLOOD
RISK REDUCTION PROGRAM, CIP #09-15**

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

WHEREAS, the Amendment modifies the grant amount from \$1,200,000 to \$1,269,665 and includes a 50% City match and the total cost from \$2,400,000 to \$2,539,330; and

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

WHEREAS, the City Council wishes to approve the Amendment #2 and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby authorizes the City Manager to execute the Amendment #2 subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Amendment #2 does not change.

Section 2. A copy of the Amendment #2 is attached and made a part of this Resolution.

PASSED AND ADOPTED this 21st day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Rich Lansburgh, Mayor

Ana B. Gonzalez, City Clerk

STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 12 PAGES

AGREEMENT NUMBER

4600011710

AMENDMENT NUMBER

2

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Department of Water Resources

CONTRACTOR NAME

City of Woodland

2. The term of this Agreement is:

START DATE

February 1, 2017

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$1,269,655.00

One million, two hundred sixty-nine thousand, six hundred sixty-five dollars and zero cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. Std. 213, Original Agreement, Paragraph 3, is hereby amended to read: Increase the maximum amount payable by \$69,655.00 from \$1,200,000.00 to \$1,269,655.00. The maximum amount payable under this Agreement shall not exceed \$1,269,655.00. The increase in funds will allow the City of Woodland to carry out the amended Overall Work Plan.

B. Exhibit A, Overall Project Work Plan, Budget, and Schedule is hereby replaced with the attached Exhibit A, Overall Work Plan.

C. Funding Agreement, Paragraph 4, Project Cost is amended as follows: The reasonable cost of building out the Project is estimated to be \$2,539,330.

D. Funding Agreement, Paragraph 5, Limit on State Funds is amended as follows: Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will provide the Funding Recipient in accordance with the terms of this Funding Agreement for the State cost share an amount not to exceed \$1,269,665 except as provided in Paragraph 29. The State will not make payments of any kind – advances or reimbursements – until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance. Funding recipients will only be entitled to State funds for Eligible Project Costs, as defined in Paragraph 7, and calculated in accordance with the cost sharing provisions in Paragraph 8.

E. All other term and conditions of Agreement 4600011710, including Amendment 1, shall remain the same.

Signatures appear on page 2 of 2 of attached Amendment No. 2.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 12 PAGES

AGREEMENT NUMBER 4600011710	AMENDMENT NUMBER 2	Purchasing Authority Number
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		

Approved as to legal form
and sufficiency
[Signature]
Asst. Chief Counsel, DWS

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

**Amendment No. 2
To**

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

CITY OF WOODLAND

FOR THE

WOODLAND FLOOD RISK REDUCTION PROJECT

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

OF

THE CALIFORNIA DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006

Amendment number 2 to the Agreement, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the City of Woodland, a public agency in the County of Yolo, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

- a) The "Amended Overall Work Plan" describing the work to be done is included as Exhibit A to this agreement.
- b) This Amendment will modify Paragraph 4 as follows:

PROJECT COST: The reasonable cost of building out the Project is estimated to be \$2,539,330.

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

LIMIT ON STATE FUNDS: Pursuant to the California Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other state authority, the State will provide the Funding Recipient in accordance with the terms of this Funding Agreement for the State cost share an amount

not to exceed \$1,269,665 except as provided in Paragraph 29. The State will not make payments of any kind – advances or reimbursements – until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance. Funding recipients will only be entitled to State funds for Eligible Project Costs, as defined in Paragraph 7, and calculated in accordance with the cost sharing provisions in Paragraph 8.

All other terms and conditions shall remain the same.

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

WEST SACRAMENTO AREA FLOOD
CONTROL AGENCY

By _____
Jeremy Arrich, Chief
Division of Flood Management

By _____
Paul Navazio, City Manager
City of Woodland

Date: _____

Date: _____

Approved as to Legal Form
And Sufficiency:

Approved as to Legal Form
And Sufficiency:
Funding Recipient Counsel

By _____
Robin Brewer,
Assistant Chief Counsel

By _____
Kara Ueda
City Attorney

Date: _____

Date: _____



Exhibit A

OVERALL WORK PLAN

WOODLAND INTEGRATED FLOOD RISK REDUCTION PROJECT

URBAN FLOOD RISK REDUCTION PROGRAM

Lower Cache Creek Feasibility Study

The City of Woodland

Submitted:

February 9, 2016

Last Updated:

October 28, 2019

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1.0 A-0 GENERAL

1.1. Program Background

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

The Board and the Funding Recipient, acting jointly, are the non-federal sponsors (sponsors) of the LCCFS. The LCCFS has progressed to the identification of the TSP. Earlier in the study process there were critical issues, beyond the normal USACE feasibility scope, that needed to be resolved before the sponsors could fully endorse a TSP. The Board and the Funding Recipient requested that the LCCFS be paused to allow additional evaluations to be completed as part of the Urban Flood Risk Reduction (UFRR) Feasibility Study. The LCCFS was paused in January 2016. The additional evaluations were completed by September 2016, and the LCCFS was reinitiated by the USACE in November 2018. Because of the urgency of supporting the USACE study and being able to leverage federal funding for implementation of a potential project, the UFRR Feasibility Study (Phase 1) is being conducted in two parts.

The first part (Part 1), of the UFRR Feasibility Study was an evaluation of the impact of proposed alternatives on the functioning of the Cache Creek Settling Basin (CCSB) and detailed review of the proposed USACE alternative designs, performance, and cost estimates. The initial evaluations are referred to as Part 1 of the UFRR Feasibility Study and were necessary for the sponsors to support a TSP.

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

The Funding Recipient, in close partnership with the Department, will evaluate the benefits of advancing preliminary design activities based on the results from the UFRR Feasibility Study.

1.2. **Milestone Schedule**

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

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

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

1.3. **Budget**

The total budget for Phase 1, Part 1 is \$875,000. The total budget for Phase 1, Part 2 is estimated to be \$1,625,000. The budget is divided into creditable investments made in advance of the execution of the State funding agreement and work to be completed after execution of this Agreement. The State cost share is 50 percent. The detailed breakdown of the total project costs and the State cost share is provided in Article A-1-A below.

2.0 A-1 OVERALL PROJECT WORK PLAN

2.1. *Element 1: Creditable Expenses*

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

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

2.2.1. *Program Management and Administration*

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

2.2.2. *Design Refinement and Cost Estimation*

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

2.2.3. *Sedimentation Modeling for USACE Alternative 2A*

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

2.2.4. *Feasibility Study Report*

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

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

2.3.1. *Program Management and Administration*

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

2.3.2. Supplemental Feasibility Level Analysis

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

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

The tasks associated with engineering include: support to develop designs and cost estimates; modifications to the internal drainage system; and identification of nonstructural elements for residential, industrial and agricultural facilities north of Woodland.

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

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

3.0 A-1-A OVERALL PROJECT BUDGET

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

Integrated Flood Risk Reduction Project	Estimate in FA	Total	Local	State
Phase 1 - Feasibility Study - Part 1				
Program Management and Administration	\$111,000	\$80,548	\$80,548	\$0
Feasibility Study Report - Part 1	\$659,000	\$689,452	\$398,793	\$290,659
<i>Design Refinement and Cost Estimates</i>	\$134,000	\$146,933	\$146,933	
<i>Hydraulic Modeling</i>	\$100,000	\$196,880	\$196,880	
<i>Preliminary Borrow Evaluations</i>	\$15,000	\$29,632	\$29,632	
<i>Sedimentation Modeling</i>	\$300,000	\$316,008	\$25,349	\$290,659
<i>Prepare Feasibility Study Report</i>	\$40,000			
<i>Contingency (10%)</i>	\$70,000			
Total Expenditures	\$770,000	\$770,000	\$479,341	\$290,659
Sub-Total Work Scoped In Funding Agreement	\$770,000	\$770,000	\$385,000	\$385,000
State Share due			-\$94,341	\$94,341
Potentially Creditable Expenditures	\$540,000	\$104,564	\$52,282	\$52,282
Prior to the Funding Agreement [1]	\$540,000	\$104,564	\$52,282	\$52,282
Potentially Creditable Expenditures [1,2]	\$540,000	\$104,564	\$52,282	\$52,282
Phase 1- Feasibility Study- Part 1- Sub-Total	\$1,310,000	\$874,564	\$437,282	\$437,282
Phase 1 - Feasibility Study - Part 1 - Sub-Total		\$874,564	\$437,282	\$437,282
Phase 1 - Feasibility Study - Part 2				
Program Management and Administration	+\$85,000	\$310,600	\$155,300	\$155,300
<i>Project Management</i>	+\$85,000	\$265,000	\$132,500	\$132,500
<i>UFRR Funding Agreement Support</i>		\$45,600	\$22,800	\$22,800
Supplemental Feasibility Study Report - Part 2	+\$230,000	\$1,231,500	\$615,750	\$615,750
<i>CEQA</i>		\$450,000	\$225,000	\$225,000
<i>Project Description</i>	+\$40,000	\$80,000	\$40,000	\$40,000
<i>Biological Assessment and 404 1 Analysis</i>		\$40,460	\$20,230	\$20,230
<i>Engineering Support</i>	+\$65,000	\$115,000	\$57,500	\$57,500
<i>Internal Drainage</i>		\$220,000	\$110,000	\$110,000
<i>Nonstructural Features</i>	+\$50,000	\$60,000	\$30,000	\$30,000
<i>Planning Support</i>	+\$75,000	\$225,000	\$112,500	\$112,500
<i>Conceptual Finance Plan</i>		\$41,000	\$20,500	\$20,500
Contingency (10%)		\$122,706	\$61,353	\$61,353
Phase 1 - Feasibility Study - Part 2 - Sub-Total	+\$315,000	\$1,664,766	\$832,383	\$832,383
Total		\$2,539,330	\$1,269,665	\$1,269,665

Notes:

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

4.0 A-1-B OVERALL PROJECT SCHEDULE

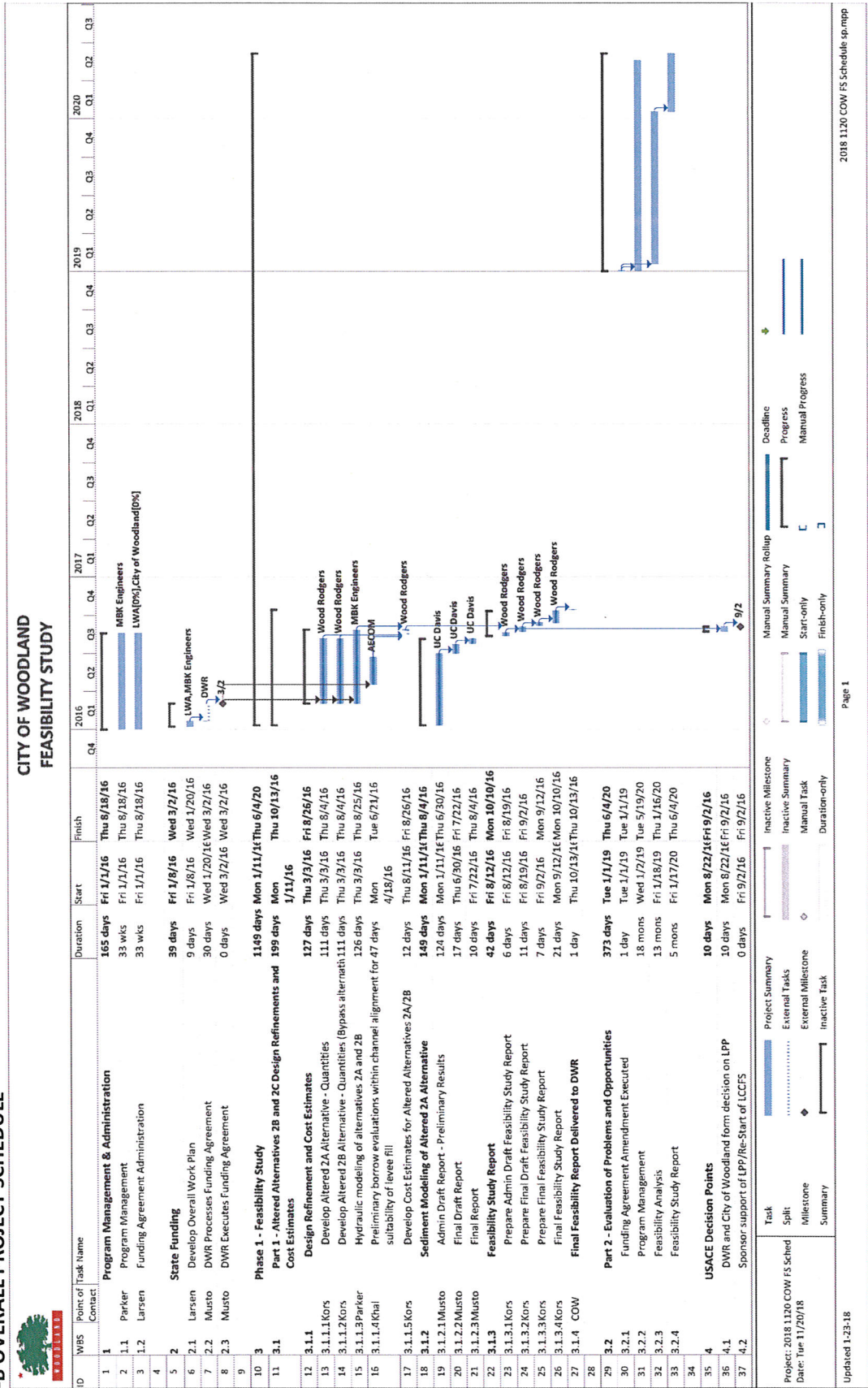
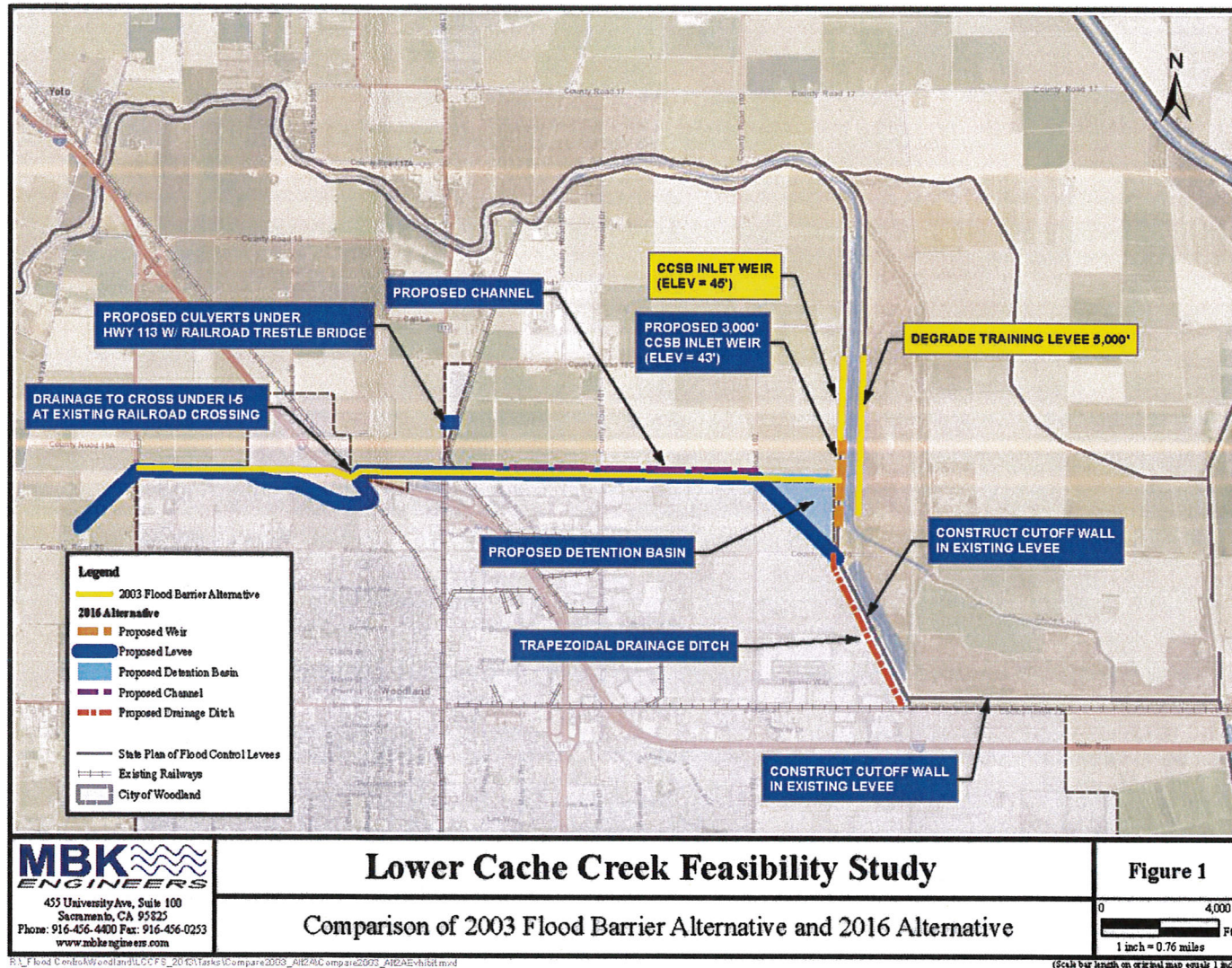


Figure 1: Tentatively Selected Plan.



Attachment 1: General List of Scope Activities

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

PHASE 1 (Feasibility Study):

- Project management.
- Identification of Alternatives.
- Assessment of Existing Information.
- Evaluation of Alternatives.
- Identification of a Tentatively Selected Plan.
- Evaluation of the Tentatively Selected Plan in relation to ongoing regional planning efforts.
- Evaluation of how to integrate multi-benefit objectives into the Tentatively Selected Plan.
- Summarize results of the analysis and products prepared to support development of the Feasibility Study Report.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: January 21, 2020
ITEM #: I.11.
SUBJECT: Fire Station and Pool Project Financing

Recommendation for Action: Staff recommends that the City Council receive a presentation on preliminary funding options for the relocation of Fire Station #3 and a second community aquatics facility.

Staff Contact:

Paul Navazio, City Manager (530) 661-5802, paul.navazio@cityofwoodland.org

Fiscal Impact:

This is an informational report and as such has no direct fiscal impact. However, the future cost of relocating Fire Station #3 to a new location is estimated at \$10-\$12 million and the preliminary cost estimate for the selected plan for a second aquatics facility is approximately \$7 million.

While the relocation of Fire Station #3 is not expected to result in a significant increase in operating costs (due to repositioning of attendant staffing), the second community aquatics facility would result in increased operating costs in the range of \$700,000 to \$800,000. These costs are anticipated to be partially offset by potential revenues from fees charged for use of the facility.

To date, limited funding has been set aside for the two projects, largely through reservation of General Fund and Measure J funding. This includes \$1.35 million expended for the acquisition of the property. Moreover, the budget forecast does not yet include baseline funding required to operate the second pool facility.

Background:

Relocation of Fire Station #3

The relocation of Fire Station #3 from its current location on Springlake Court to the site of the former Willow Spring Elementary School located at Gibson Avenue and Bourn Drive is being pursued as an alternative to the construction of a new, fourth fire station to serve new development in the southeast area of the City.

The relocation of Fire Station #3 to the Willow Spring school site is estimated to cost \$10-\$12 million and funded from a combination of sources, including General Fund, Development Impact Fees and discreet funding contributions negotiated as part of development agreements for projects to be served by the relocated fire station. The schedule for design and construction of the project is entirely dependent on the financing plan and availability of funds, most likely within 3-5 years.

New Community Aquatics Facility

The City currently operates one municipal pool, the Charles Brooks Aquatics Facility, located adjacent to Woodland High School. This facility includes a 50-meter pool and a small youth pool. In 2017, an aquatics feasibility study was conducted, to include a series of public meetings, and draft design concepts were

presented at a public workshop in March of 2018. In July, 2019 the City Council provided feedback and direction on the features to be included with the project.

In September, 2018, the City Council authorized the City Manager to execute a Joint Use Agreement with WJUSD to reserve 2.5 acres of property on Pioneer Avenue, adjacent to Pioneer High School, for a future aquatic facility. Execution of the Joint Use Agreement committed the City to an up-front payment of \$250,000 (Measure J funds) for the reservation of the land. The agreement has a term of up to 80 years, including (1) WJUSD's reservation of the land for the City for up to ten years; (2) a 50-year term for the City's construction and operation of the pool; and, (3) the option to extend the term for up to an additional 20 years.

Escrow for the sale of the Willow Spring parcel closed on June 14, 2019 thus commencing the execution of the Joint Use Agreement for the property adjacent to Pioneer High School.

Discussion:

With the securing of sites for both the Fire Station Relocation and Community Aquatics Complex secured, focus has now shifted to development of financing plans required to advance these two high-priority projects. As part of this evenings City Council meeting, staff will provide an overview of funding strategies that would be available to deliver these projects.

Council feedback is being sought to a) confirm earlier conceptual funding plans and b) highlight the fact that alternative funding strategies will have direct implications for the timing for project delivery. Specifically, while there is a desire to leverage city funding to maximize opportunity to secure outside funding, this approach results in a longer time-frame for construction of one or both projects. On the other hand, reliance on city's limited discretionary funding for one or both projects could accelerate the timetable for project delivery, but would also adversely impact the city's ability to address other priority needs. Council feedback will inform next steps in the development of the preferred funding strategies and, in so doing, establish realistic expectations for project timeline(s) and relative project priorities.

Conclusion:

Staff recommends that the City Council receive a presentation on preliminary funding options for the relocation of Fire Station #3 and a second community aquatics facility.



Paul Navazio
City Manager

Attachments:

1. Proposed Fire Station Site
2. Pool Proposed Site
3. Woodland_Aquatic_Center_Concept_Board_v2s
4. Pool Prelim Cost Estimate



City of Woodland

Legend

- Public Works Vehicle
- Address Points
- Parcels

PROPOSED FIRE STATION SITE
1585 E GIBSON RD

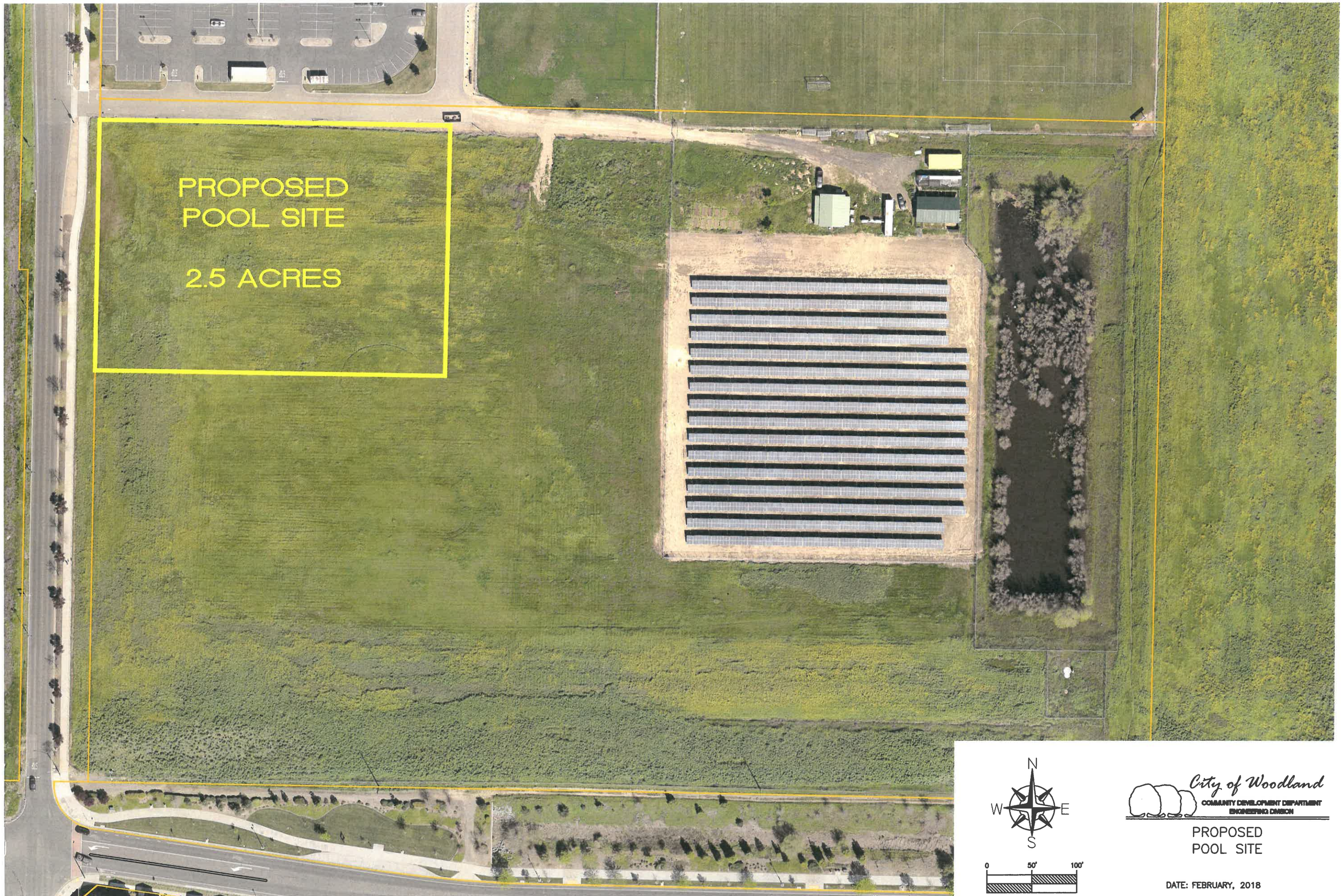


0.05 0 0.03 0.05 Miles

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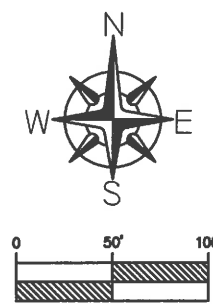
1: 1,652.68





PROPOSED
POOL SITE

2.5 ACRES



COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

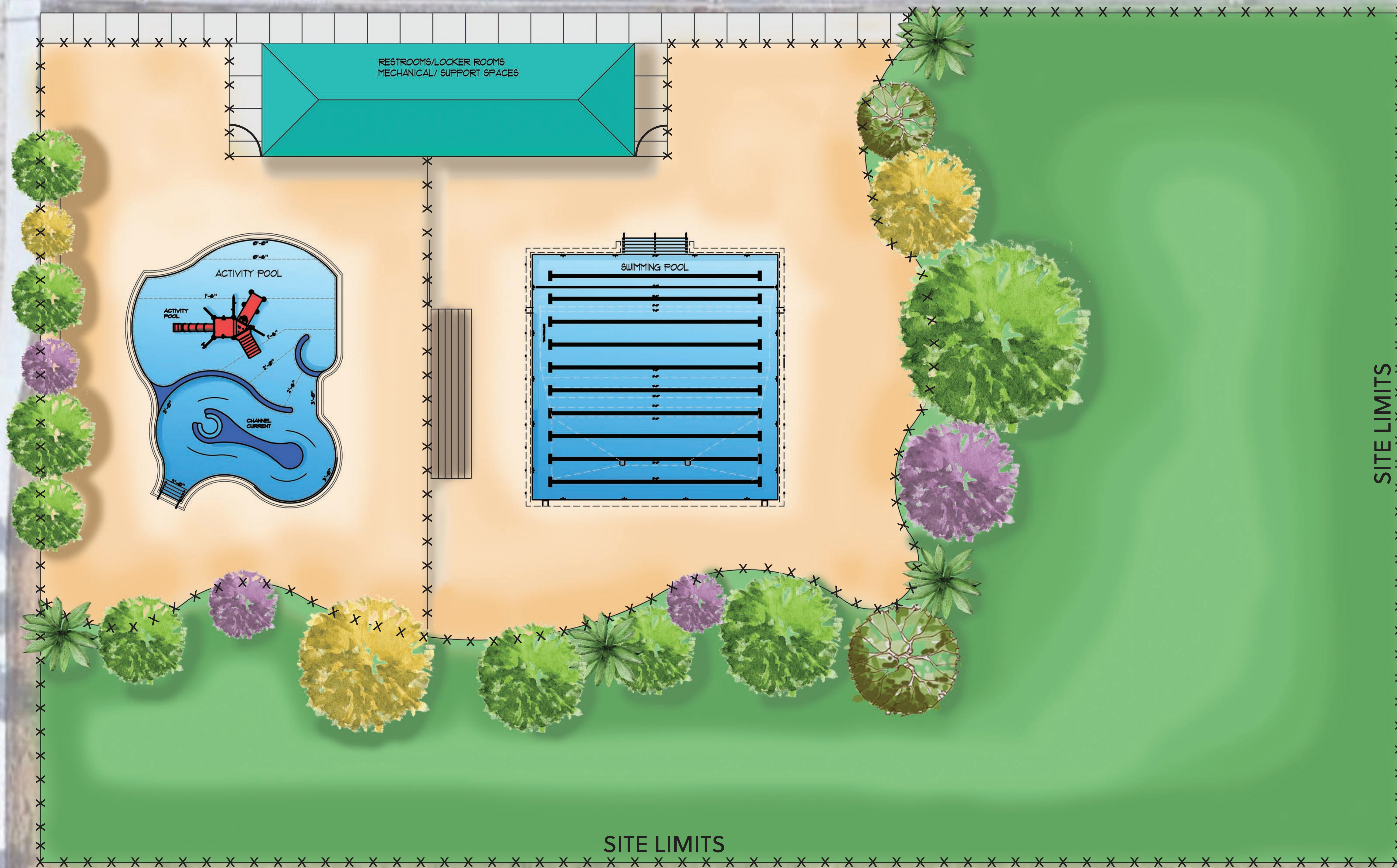
PROPOSED
POOL SITE

DATE: FEBRUARY, 2018

SOUTHEAST AREA AQUATIC CENTER

AQUATIC FACILITY INFORMATION

- **Site Program: 2.5 Acres**
- **Building Program: 3,500 SF**
 - Office
 - Locker Dressing Room
 - Staff / Lifeguard Room
 - Mechanical Room
 - Chemical Storage
 - Custodial Closet
- **Swimming Pool Program: 5,737 SF**
 - 10 Lanes Lap Swim
 - 8 Lanes Competition Swim
 - Shallow Learn to Swim
 - Recreation Swim Area
 - ADA Accessible
 - Depths: 3'-6" to 13'-0"
- **Activity Pool Program: 3,996 SF**
 - Zero-Depth Beach-Type Entry
 - Interactive Water Play
 - Current Channel
 - Fitness Class
 - Learn to Swim
 - Recreation Swim
 - Depths: 0'-0" to 3'-0"



AMENITIES



PROGRAMS



Woodland Aquatic Center Final Opinion of Probable Cost

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSIONS</u>
1.0	CONSTRUCTION COSTS				
1.1	Site Preparation/Mobilization	1	Allowance	\$ 250,000.00	\$ 250,000.00
1.2	Utility Improvements	1	Allowance	\$ 250,000.00	\$ 250,000.00
1.3	Recreation Pool	3,800	Square feet	\$ 235.00	\$ 893,000.00
1.4	Interactive Play Equipment	1	Allowance	\$ 100,000.00	\$ 100,000.00
1.5	Swimming Pool	5,737	Lump Sum	\$ 205.00	\$ 1,176,085.00
1.6	Pool Decks	12,406	Square feet	\$ 25.00	\$ 310,137.50
1.7	Pool Area Fencing	860	Linear feet	\$ 150.00	\$ 129,000.00
1.8	Site Lighting	1	Lump Sum	\$ 150,000.00	\$ 150,000.00
1.9	Pool Building	3,500	Square feet	\$ 500.00	\$ 1,750,000.00
1.10	Pool Surge Tanks	2	Lump Sum	\$ 50,000.00	\$ 100,000.00
1.11	Sidewalks and Paths of Travel	2,365	Square feet	\$ 8.00	\$ 18,917.28
1.12	Landscaping	9,853	Square feet	\$ 7.00	\$ 68,969.25
1.13	Shade Structures	0	Square feet	\$ -	\$ -
1,14	TOTAL CONSTRUCTION COSTS				\$ 5,196,109.03
2.0	EQUIPMENT COSTS (FF&E)				
2.1	Equipment	4%	Lump Sum	\$ -	\$ 207,844.36
2.2	TOTAL EQUIPMENT COSTS				\$ 207,844.36
3.0	SOFT COSTS				
3.1	Contingency Costs	15%			\$ 810,593.01
3.2	Permits/Testing/Inspection	7%			\$ 378,276.74
3.3	Architecture & Engineering	10%			\$ 540,395.34
3.4	Escalation (annual to mid-point of construction)	0%			\$ -
3.5	TOTAL SOFT COSTS				\$ 1,729,265.09
4.0	TOTAL ESTIMATED PROJECT COST				\$ 7,133,218.48