



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

February 4, 2020
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:00 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. PUBLIC EMPLOYMENT (Government Code § 54957(b)(1))
Title: City Manager
2. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency designated representative: City Attorney and Human Resources Manager
Unrepresented employee: City Manager
3. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency Designated Representative: City Manager and Human Resources Manager
Unrepresented Employee: Woodland Police Officer's Association

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

4. SUBJECT: Long Range Calendar

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

H. MINUTES

5. SUBJECT: City Council Meeting Minutes of January 7, 2020 and January 21, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of January 7, 2020 and January 21, 2020.

6. SUBJECT: Commission on Aging Minutes from November 21, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the November 21, 2019 Commission on Aging meeting minutes.

7. SUBJECT: Historical Preservation Commission Meeting Minutes of October 16, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the minutes of the Historical Preservation Commission Meeting of October 16, 2019

8. SUBJECT: Parks & Recreation Commission Meeting Minutes for November 18, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the November 18, 2019 Parks & Recreation Commission Meeting Minutes.

9. SUBJECT: Planning Commission Meeting Minutes of December 19, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the minutes of the Planning Commission Meeting of December 19, 2019.

I. CONSENT CALENDAR

10. SUBJECT: Designation of March 7, 2020 as Arbor Day

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate March 7, 2020 as Arbor Day in the City of Woodland.

11. SUBJECT: Black History Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim the month of February 2020, as "Black History Month."

12. SUBJECT: League of Women Voters Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim February 14 as League of Women Voters Day, honoring and congratulating the League of Women Voters on its 100th Anniversary and the Woodland League on its 45th Anniversary and commend the League for its significant contributions to empowering voters and making democracy work.

13. SUBJECT: Approve Contract with Laugenour and Meikle for 2021 Sewer & Water Repair & Replacement Project, CIP #20-14

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ to: 1) Create a new capital project, 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; 2) Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP #09-23 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14 to provide for the project design budget; 3) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from the Annual Sewer Repairs & Replacement Project, CIP #08-21 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14 to provide for the project design budget; 4) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle in the amount of \$289,060 for the design of the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; and 5) Authorize a contingency of up to 10% (\$28,906) for the design of the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14.

14. SUBJECT: Approval of Facility Naming for Proposed Girls Fastpitch Complex

RECOMMENDATION FOR ACTION: Staff recommends that the Council approve a facility name for the proposed Girls' Fastpitch Complex.

15. SUBJECT: Approve Contract Amendment for Construction Management and Inspection Services for Improvements Associated with Oyang South Backbone and Phase 1 and Phase 2 Subdivisions

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #2 for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$299,155.40 for the Oyang South Backbone, Phase 1 and Phase 2 Subdivision Improvements and authorize the City Manager to execute the agreement.

16. SUBJECT: Award Construction Contract for the 2020 Sewer & Water Repair & Replacement Project, CIP #20-07

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Award a construction contract in the amount of \$4,359,548 to T&S Construction Co., Inc. for the 2020 Sewer & Water Repair & Replacement Project (CIP 20-07) and authorize a contract contingency of up to 10% (\$435,955); and 2) Approve the reallocation of \$2,450,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 3) Approve the reallocation of \$900,000 of Sewer Enterprise Funds from Annual Sewer Repair & Replacement, CIP 08-21, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 4) Approve the reallocation of \$500,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 5) Approve the reallocation of \$1,250,000 of Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07; and 6) Authorize the City Manager to execute the Pipeline Crossing Agreement (Agreement) with Union Pacific Railroad (UPRR) and establish a purchase order up to \$25,000 to cover the cost of construction oversight and flagging service provided by the Railroad's contractor (RailPros, Inc.) as required by Article 11 (Special Provisions – Construction Observation) of the Agreement.

17. SUBJECT: Approve Salary Schedule effective February 1, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective February 1, 2020.

J. REPORTS OF THE CITY MANAGER

18. SUBJECT: Code Enforcement Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a report on the current status of and ongoing improvements to the City's Code Enforcement Program.

19. SUBJECT: Affordable Housing Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on affordable housing development in Woodland and provide direction on potential adjustments to the affordable housing ordinance.

20. SUBJECT: Approval for the sale of the Heritage Oaks Apartments to Heritage Oaks WCC, LP.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. , to (1) approve the sale of the Heritage Oaks Apartments to Heritage Oaks WCC, LP, an affiliate partnership of Affordable Housing Access, Inc.; (2) subordinate the existing affordable housing covenant to the purchase financing required for Heritage Oaks; and (3) authorize the City Manager to execute an affordable housing monitoring fee agreement with Heritage Oaks, WCC, LP.

21. SUBJECT: JAPA Smart Parking Pilot Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing a contract agreement with JAPA, Inc., in the amount of up to \$30,000 for equipment, installation and one year service/data management and maintenance for the JAPA Smart Parking Pilot Program; and authorizing the City Manager to execute the agreement and amendments, as necessary, up to 20 percent (\$6,000) of the agreement amount.

K. 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, February 4, 2020 was posted Friday, January 31, 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: February 4, 2020
ITEM #: G.4.
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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



Paul Navazio
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

FEBRUARY 18TH

REGULAR MEETING

Mid-Year Budget Update
Library Annual Report
YMCA Lease Renewal
Information Technology Presentation
MOU w/ Friends of the Mission re East Beamer Way Project funding

MARCH 3RD

REGULAR MEETING

City Council Meeting Minutes of February 4, 2020 and February 18, 2020
Measure J – Nov 2020 ballot measure
Traffic Calming Update – Pilot Projects

MARCH 17TH

REGULAR MEETING

Spring Budget Workshop
Woodland Research & Technology Park – Specific Plan

APRIL 7TH

REGULAR MEETING

City Council Meeting Minutes of March 3, 2020 and March 17, 2020

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: February 4, 2020
ITEM #: H.5.
SUBJECT: City Council Meeting Minutes of January 7, 2020 and January 21, 2020

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of January 7, 2020 and January 21, 2020.

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. 01_07_2020 DRAFT CC Mins
2. 01_21_2020 DRAFT CC Mins

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, January 7, 2020

6:00 PM

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

Meeting called to order at 06:03PM.

B. ROLL CALL

Council Members Present: Barajas, Fernandez, Lansburgh, Rodriguez, and Stallard

Council Members Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge Allegiance led by Robert Simas.

D. COMMUNICATIONS - PUBLIC COMMENT

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Aniek Ramsay introduced herself as the new President of the Chamber of Commerce and briefed Council on upcoming events.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

1. SUBJECT: Long Range Calendar

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

2. SUBJECT: City Attorney Communication

RECOMMENDATION FOR ACTION: City Attorney response to Council referral regarding enforcement of encampment ordinances.

Council Members received a verbal update from City Attorney Kara Ueda regarding enforcement of encampment ordinances.

On a motion by Council Member Fernandez, seconded by Mayor Lansburgh and carried unanimously on a 5-0 vote, Council Members requested further legal analysis from legal counsel.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Noes: None

F. MINUTES

3. SUBJECT: Planning Commission Meeting Minutes of October 17, 2019.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the minutes of the Planning Commission Meeting of October 17, 2019

On a motion by Council Member Rodriguez, seconded by Council Member Barajas and carried unanimously on a 5-0 vote, Council Members received the Planning Commission Meeting Minutes of October 17, 2019.

Ayes: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Noes: None

G. CONSENT CALENDAR

H. PUBLIC HEARINGS

4. SUBJECT: 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: 1) Receive the Staff Report; 2) Conduct the public hearing; 3) Adopt an urgency ordinance of the City of Woodland amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units, and determining the ordinance to be exempt from CEQA; and 4) Consider for first reading an ordinance of the City of Woodland, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units, and determining the ordinance to be exempt from CEQA.

I. REPORTS OF THE CITY MANAGER

5. SUBJECT: Status Report - 2019-2020 Council Goals

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a status report on progress toward achieving Council's priority goals for 2019-2020.

J. ADJOURN

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, January 21, 2020

6:00 PM

City Council

CITY COUNCIL

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:02 PM.

B. ROLL CALL

Present: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Eddie Sokolow, Star Scout Troop #68.

D. COMMUNICATIONS - PUBLIC COMMENT

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Liza Grandia, Mark Aulman and Deborah Bautista Zavala spoke regarding artificial turf on playing fields and parks.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

1. SUBJECT: Long Range Calendar

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

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.

Mayor Lansburgh and Mayor Pro Tem Stallard presented Certificates of Special Recognition to Rigoberto Contreras and Enalina Miron 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.

Received the Community Services Department Quarterly Status Report for the period of October through December 2019.

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.

Adopted RESOLUTION NO. 7390, 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.

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.

Adopted RESOLUTION NO. 7391, 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.

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.

Adopted 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.

On a motion by Council Member Barajas, seconded by Council Member Fernandez and carried unanimously on a 5-0 vote, Council Members approved Consent Calendar Items No. 4 through 7.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

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.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously on a 5-0 vote, Council Members adopted the Joint Regular City Council/Woodland Finance Authority Meeting Minutes of December 3, 2019 and December 17, 2019

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

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.

On a motion by Council Member Rodriguez, seconded by Council Member Barajas and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7392, 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.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

At the conclusion of this item, Council Members took a 5-minute recess prior to continuing to Item No. 9.

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.

On a motion by Council Member Fernandez, seconded by Council Member Rodriguez and carried unanimously on a 5-0 vote, Council Members adopte RESOLUTION NO. 7393, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENT #11 WITH WOOD RODGERS FOR ENGINEERING CONSULTING SERVICES.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

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.

On a motion by Council Member Fernandez, seconded by Council Member Rodriguez and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7394, 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.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

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.

Received presentation on preliminary funding options for the relocation of Fire Station #3 and second community aquatics facility.

J. ADJOURN

Meeting adjourned at 9:25 PM.

Respectfully submitted,

**Ana B. Gonzalez
City Clerk**



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: H.6.
SUBJECT: Commission on Aging Minutes from November 21, 2019

Recommendation for Action: Staff recommends that the City Council receive the November 21, 2019 Commission on Aging meeting minutes.

Staff Contact:

Dallas Tringali, Community Services Program Manager, (530) 661-2005, dallas.tringali@cityofwoodland.org

Discussion:

The Commission on Aging met on January 16, 2020 and approved the November 21, 2019 meeting minutes.

Conclusion:

Staff recommends that the City Council receive the November 21, Commission on Aging meeting minutes.

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

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

Paul Navazio
City Manager

Attachments:

1. 20191121 COA Minutes



City of Woodland
Meeting Agenda
Commission on Aging

Woodland Community &
Senior Center
2001 East Street
Woodland, CA 95776

November 21, 2019
4:00 PM

Please Note: The numerical order of items on this agenda is for the convenience of reference; items may be taken out of order.

A. CALL TO ORDER

-Meeting called to order at 3:56 pm

B. ROLL CALL

-Commissioners present: Commissioner Terry Kelley, Commissioner Linda Weesner, Commissioner Regan Overholt, Commissioner Richard DeLiberty

-Absent: Commissioner Heidi Wheeler

-Guest: Siv Winberg, Yolo County Commission on Aging

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

E. NEW BUSINESS

F. REGULAR CALENDAR

1. Standing Committee Report

- Senior Resource Fair
- Woodland Apartment List
- Advocacy-Agency on Aging, Area 4 Update
- Handicap Parking at front of WC&SC

-Commissioner Terry Kelley provided an update on the Agency on Aging Area 4 senior master plan. Discussed the needs and challenges of communicating with seniors with disabilities that are part of the SNAP program for their safety. Siv Winberg of the Yolo County Commission on Aging said a final report should be prepared by October 2020 after local committees respond.

-Staff will work to obtain answers to disaster preparedness questions from the Fire Marshal.

2. Consider Commissioner Requests for Planned Absences from Future Meeting.

-On a motion by Commissioner Regan Overholt, seconded by Richard

DeLiberty, and carried 3-0, Commissioner Linda Weesner is excused from the January 16 meeting.

Ayes: Commissioner Terry Kelly, Commissioner Regan Overholt, Commissioner Richard DeLiberty

Noes: None

Abstain: Commissioner Linda Weesner

Absent: Commissioner Heidi Wheeler

3. Approve the June 20, 2019 Minutes
-Approval of June 20 minutes postponed to the next Commission on Aging meeting since no present Commissioners were present for that meeting.
4. Approve the September 19, 2019 Minutes
-On a motion by Commissioner Regan Overholt, seconded by Richard DeLiberty, and carried 3-0, the September 19, 2019 minutes are approved.

Ayes: Commissioner Terry Kelly, Commissioner Regan Overholt, Commissioner Richard DeLiberty

Noes: None

Abstain: Commissioner Linda Weesner

Absent: Commissioner Heidi Wheeler

G. REPORT OF THE STAFF

5. Monthly Senior Center Report
-Verbal updates provided by Staff discussed the holiday closure from December 23 to January 1, Santa's Holiday Social event being sold out after four days, the Rock Steady Boxing program is preparing to begin services in January or February 2020, and the Senior Center is partnering with Dignity Health to offer two sessions of diabetes support at the Community & Senior Center conducted in Spanish.

H. COMMUNICATIONS - PUBLIC COMMENT

I. AGENDA ITEMS FOR NEXT MEETING

- Emergency Preparedness
- Senior Town Hall report

J. ADJOURN

-On a motion by Commissioner Linda Weesner, seconded by Regan Overholt, and carried 4-0, meeting adjourned at 4:58 pm.

Ayes: Commissioner Terry Kelly, Commissioner Linda Weesner, Commissioner Regan Overholt, Commissioner Richard DeLiberty

Noes: None

Absent: Commissioner Heidi Wheeler

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TO: THE HONORABLE HISTORICAL PRESERVATION COMMISSION
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: H.7.
SUBJECT: Historical Preservation Commission Meeting Minutes of October 16, 2019

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Historical Preservation Commission Meeting of October 16, 2019

Staff Contact:

Debbie Flemmer, Administrative Supervisor (530) 661-5818, debbie.flemmer@cityofwoodland.org

Reviewed By: Megan Meier, Associate Planner

Attachments:

1. 10.16.19 HPC Minutes DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Historical Preservation Commission Meeting –

Wednesday, October 16, 2019

6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:01 PM

7.

B. ROLL CALL

Council Members Present: Historical Preservation Commission Member Elizabeth Lambert, Historical Preservation Commission Member Jim Bohon, Historical Preservation Commission Member James Lapsley

Absent: Historical Preservation Commission Member Steve Barzo, Historical Preservation Commission Member Jeff Rosenthal

Excused:

7.

C. APPROVAL OF MINUTES

1. **SUBJECT:** Historical Preservation Commission Meeting Minutes of August 21, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the Historical Preservation Commission adopt the minutes of the Historical Preservation Commission Meeting of August 21, 2019.

On a motion by Historical Preservation Commission Member James Lapsley, seconded by Historical Preservation Commission Member Elizabeth Lambert and carried unanimously, a motion to approve the Historical Preservation Commission Meeting Minutes of August 21, 2019

Ayes: Historical Preservation Commission Member Elizabeth Lambert, Historical Preservation Commission Member Jim Bohon, Historical Preservation Commission Member James Lapsley

Noes: None

Absent: Historical Preservation Commission Member Steve Barzo, Historical Preservation Commission Member Jeff Rosenthal

7.

D. SECRETARY'S REPORT

Verbal updates provided by Historical Preservation Commission Members/Staff.

7.

E. PUBLIC COMMENT

None

7.

F. COMMUNICATIONS

None

7.

G. PRESENTATIONS

H. NEW BUSINESS

2. SUBJECT: Review of the Proposed Work Plan for a Comprehensive Zoning Update to Incorporate the Downtown

RECOMMENDATION FOR ACTION: Staff recommends that the Historical Preservation Commission

1) Receive a staff report that provides an initial overview concerning the forthcoming City zoning update specifically the portion related to the Downtown and greater Downtown area.

2) Provide comments and input to help inform specific discussion related to work program and the use of Form Based Codes.

Presentation provided by Megan Meier, Associate Planner.

7.

I. OLD BUSINESS

3. RECOMMENDATION:

SUBJECT: Election of Officers for Chair and Vice-Chair of the Historic Preservation Commission

RECOMMENDATION FOR ACTION: Staff recommends that the Historical Preservation Commission:

1) Hold Elections; and

2) Vote and select among current membership, the appointments for Chair and Vice Chair of the Historic Preservation Commission.

Continue this item to a date certain of November 20, 2019.

7.

J. ADJOURNMENT

Meeting adjourned at 7:06 PM.

Adopted by Historical Preservation Commission 1/15/20



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: H.8.
SUBJECT: Parks & Recreation Commission Meeting Minutes for November 18, 2019

Recommendation for Action: Staff recommends that the City Council receive the November 18, 2019 Parks & Recreation Commission Meeting Minutes.

Staff Contact:

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

Discussion:

The Parks & Recreation Commission held their last meeting on January 27, 2020. At this meeting the Parks & Recreation Commission approved the minutes from November 18, 2019.

Conclusion:

Staff recommends that the City Council receive the November 18, 2019 Parks & Recreation Commission Meeting Minutes.

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

Paul Navazio
City Manager

Attachments:

1. PR Commission Minutes 11182019

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission –

Monday, November 18, 2019

6:30 PM

A. CALL TO ORDER

Meeting called to order at 06:29 PM

B. ROLL CALL

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

Absent:

Excused:

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance

D. COMMUNICATIONS - PUBLIC COMMENT

None

E. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

None

F. PRESENTATION

None

G. NEW BUSINESS

Nonw

H. COMMITTEE REPORTS

Commissioner Martin will lead the Volunteer Committee, Commissioner Martin to replace Commissioner White-Snyder on the Budget Committee, Commissioner White-Snyder to repace Commissioner Foraker on the Volunteer Committee.

Adopted

1. Standing Committee Report

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

I. CONSENT CALENDAR

2. Approve Minutes for October 28, 2019

Adopted Minutes for October 28, 2019 with corrections.

J. OTHER BUSINESS

3. Commission Absent Request

On a motion by Commissioner Jon-Paul Valcarenghi, seconded by Commissioner Andrew Foraker to approve Commissioner Jon-Paul Valcarenghi's Absent Request for the January meeting. Carried unanimously,

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

Noes: None

Absent:

4. Review and Approve Workplan

On a motion by Commissioner Jon-Paul Valcarenghi to approve Workpan, seconded by Commissioner Magalean Martin and carried unanimously, Review and Approve Workplan

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

Noes: None

Absent:

K. REPORT OF THE STAFF

5. Community Services Staff Report for November 18, 2019.

Verbal updates provided by Commission Members/Staff.

L. NEXT MEETING

January 27, 2020

M. ADJOURN

Meeting adjourned at 07:22 PM.

On a motion by Commissioner Foraker, seconded by Commissioner Magalean Martin, and carried unanimously,

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

Noes: None

Absent:



TO: THE MEMBERS OF THE PLANNING COMMISSION
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: H.9.
SUBJECT: Planning Commission Meeting Minutes of December 19, 2019

Recommendation for Action: Staff recommends that the City Council receive the minutes of the Planning Commission Meeting of December 19, 2019.

Staff Contact:

Debbie Flemmer, Administrative Supervisor, (530) 661-5818, debbie.flemmer@cityofwoodland.org

Reviewed by: Cindy Norris, Principal Planner

Attachments:

1. 12.19.19 PC Minutes DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Planning Commission Meeting –

Thursday, December 19, 2019

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:30 PM

Staff Present: Cindy Norris, Principal Planner and Megan Meier, Associate Planner

B. ROLL CALL

Planning Members Present: Planning Commission Member Chris Holt, Planning Commission Member Steve Harris, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Excused Absent: Planning Commission Member Steven Wong

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Commission Member Steve Harris.

D. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

Verbal updates provided by Planning Commission Members/Staff.

1. Long Range Calendar

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

Verbal updates provided by Planning Commission Members/Staff.

E. SUBCOMMITTEE REPORTS

None

F. COMMUNICATIONS FROM THE PUBLIC

None

G. APPROVAL OF MINUTES

2. SUBJECT: Planning Commission Meeting Minutes of October 17, 2019

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission Meeting of October 17, 2019.

On a motion by Planning Commission Member Chris Holt, seconded by Planning Commission Member Fred Lopez and carried unanimously to approve the Planning Commission Meeting Minutes of October 17, 2019

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent:

H. PUBLIC HEARING

3. SUBJECT: 35 Oak Avenue Tentative Parcel Map & Variance

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission (1) Receive the staff report; and (2) Conduct the public hearing; and (3) Adopt Resolution No. PC 19- 0011 in support of the Tentative Parcel Map for the division of the property located at 35 Oak Street into two separate parcels consisting of 0.24 acres and 0.17 acres respectively, and related variance to allow reduced lot width in order to maintain the existing historic structure on site at 35 Oak Avenue in the Neighborhood Preservation (NP) zone.

On a motion by Planning Commission Vice-Chairperson Marco Lizarraga, seconded by Planning Commission Member Valerie Hurst and carried unanimously; a motion to receive the staff report; and conduct the public hearing; and adopt Resolution No. PC 19- 0011 in support of the Tentative Parcel Map for the division of the property located at 35 Oak Street into two separate parcels consisting of 0.24 acres and 0.17 acres respectively, and related variance to allow reduced lot width in order to maintain the existing historic structure on site at 35 Oak Avenue in the Neighborhood Preservation (NP) zone.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent:

4. SUBJECT: Amendments to the Accessory Dwelling Unit Ordinance Section 17.104.010 to Ensure Compliance with State Requirements

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission

1. Receive a report;
2. Hold a public hearing;
3. That the Planning Commission adopt Resolution No PC 19- recommending that the City Council adopt both an urgency ordinance and a non-urgency ordinance amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units and determining the ordinance to be exempt from CEQA.

On a motion by Planning Commission Vice-Chairperson Marco Lizarraga, seconded by Planning Commission Member Fred Lopez and carried unanimously; a motion to receive a report; hold a public hearing; and that the Planning Commission adopt Resolution No PC 19- recommending that the City Council adopt both an urgency ordinance and a non-urgency ordinance amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units and determining the ordinance to be exempt from CEQA.

Ayes: Planning Commission Member Steve Harris, Planning Commission Member Chris Holt, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Fred Lopez, Planning Commission Chairperson Kirby Wells, Planning Commission Member Valerie Hurst

Noes: None

Absent:

I. BUSINESS ITEMS

None

J. STAFF OR COMMISSIONER COMMENTS

Verbal updates provided by Planning Commission Members/Staff.

K. ADJOURNMENT

Meeting adjourned at 7:15 PM.

Adopted by Planning Commission 1/16/20



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: I.10.
SUBJECT: Designation of March 7, 2020 as Arbor Day

Recommendation for Action: Staff recommends that the City Council designate March 7, 2020 as Arbor Day in the City of Woodland.

Fiscal Impact: Costs associated with celebrating Arbor Day are funded by the urban forestry's operations budget.

Staff Contact: Westley Schroeder, Park Superintendent, (530) 661-5958,
westley.schroeder@cityofwoodland.org

Background:

Each year the City of Woodland celebrates Arbor Day in order to recognize the community benefits of trees and the community's heritage as "The City of Trees". Arbor Day is a nationally celebrated observance that encourages tree planting and care. The observance and celebration of Arbor Day is one of the requirements of Woodland's designation as a "Tree City USA".

Founded by J. Sterling Morton in Nebraska in 1872, National Arbor Day is usually celebrated each year on the last Friday in April. However, the date varies depending on the climate of the State in which it is being held (this is due to the planting season and climate for the area that the Arbor Day is being held).

Discussion:

The observance of Arbor Day in Woodland on March 7, 2020 not only shows the City's commitment to its urban forest but also increases the awareness of the importance of trees in urban areas. It also provides educational opportunities to promote and improve the practice of urban tree planting and care.

As part of the day's activities, the City of Woodland's Urban Forestry staff, Woodland Tree Foundation, and other volunteers will gather at 8:30 am at Campbell Park where there will be a short celebration to commemorate this year's Arbor Day. After the celebration, volunteers will be divided into groups to plant approximately 50 trees throughout the City. This tree planting is a part of the City's efforts through the Cal Fire Urban and Community Forestry Program and California Climate Investment grant. Environmental Services will also participate in the event by providing information on water conservation, green waste, composting, and other conservation related topics.

Celebrating Arbor Day illustrates the City's continuing commitment to the urban forest and the quality of life that trees provide to the community.

Conclusion: Staff recommends that the City Council designate March 7, 2020 as Arbor Day in the City of Woodland.

Prepared By: Westley Schroeder, Park Superintendent

Reviewed By: Christine Engel, Community Services Director



Paul Navazio
City Manager

Attachments:

1. RESOLUTION Arbor Day 2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
DESIGNATING MARCH 7, 2020 AS ARBOR DAY IN THE CITY OF WOODLAND.**

WHEREAS, in 1872 J. Sterling Morton proposed that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, 2020 is the 148th anniversary of the holiday, and Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for building homes, fuel for our fires and beautifying our community; and,

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, the City Council of the City of Woodland does hereby designate Saturday, March 7, 2020 as Arbor Day in the City of Woodland. The City urges all citizens to celebrate and support efforts to protect our trees and woodlands, to plant trees to gladden the heart and promote the well-being of this and future generations.

PASSED AND ADOPTED this 3rd day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: I.11.
SUBJECT: Black History Month Proclamation

Recommendation for Action: Staff recommends that the City Council proclaim the month of February 2020, as "Black History Month."



Paul Navazio
City Manager

Attachments:

1. Black History Month Proclamation

City of Woodland

PROCLAMATION

BLACK HISTORY MONTH “AFRICAN AMERICANS AND THE VOTE” FEBRUARY 2020

WHEREAS, Black History Month recognizes the outstanding contributions of African Americans to this Nation; and

WHEREAS, American Historian Carter G. Woodson established Black History Week and the first celebration occurred on February 12, 1926, he realized the importance of providing a theme to focus the attention of the public; and

WHEREAS, the year 2020 marks the centennial of the Nineteenth Amendment and the culmination of the women’s suffrage movement; and

WHEREAS, the year 2020 also marks the sesquicentennial of the Fifteenth Amendment (1870) and the right of black men to the ballot after the Civil War.; and,

WHEREAS, the theme speaks, therefore, to the ongoing struggle on the part of both black men and black women for the right to vote; and

WHEREAS, through voting-rights campaigns and legal suits from the turn of the twentieth century to the mid-1960s, African Americans made their voices heard as to the importance of the vote; and

WHEREAS, the theme of the vote should also include the rise of black elected and appointed officials at the local and national levels, campaigns for equal rights legislation, as well as the role of blacks in traditional and alternative political parties.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Woodland does hereby proclaim the Month of February, 2020 as Black History Month – “African Americans and the Vote.”

Dated: February 4, 2020

Rich Lansburgh, Mayor

Tom Stallard, Mayor Pro Tem

Angel Barajas, Council Member

Enrique Fernandez, Council Member

Xóchitl Rodriguez, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: I.12.
SUBJECT: League of Women Voters Proclamation

Recommendation for Action: Staff recommends that the City Council proclaim February 14 as League of Women Voters Day, honoring and congratulating the League of Women Voters on its 100th Anniversary and the Woodland League on its 45th Anniversary and commend the League for its significant contributions to empowering voters and making democracy work.


Paul Navazio
City Manager

Attachments:

1. Proclamation LWV 100th Anniversary

CITY OF WOODLAND
PROCLAMATION
League of Women Voters

Celebrating the 100th Anniversary of the League of Women Voters of the United States

Whereas, the League of Women Voters was founded in 1920 as a “mighty political experiment” by the foremothers of the suffragist movement at the National American Woman Suffrage Association, and;

Whereas, League of Women Voters’ goal was to help the 20 million women who were granted the right to vote by the 19th Amendment understand and carry out their new responsibility as voters, and;

Whereas, with the success of this effort and the tireless efforts over the last 100 years to strengthen and uphold its mission to empower voters and defend democracy, the League has become a trusted nonpartisan, grassroots organization, and;

Whereas, the League has sponsored legislation and fought in the courts to protect and strengthen voting rights and access, and for free and fair elections, civil rights, children, community health, and education, and;

Whereas, the League has consistently been noted for its nonpartisan election information, including sponsorship of candidate forums and information on state and local ballot issues, as well as its commitment to register, educate, and mobilize voters, and;

Whereas, the League champions government systems that are open, transparent, inclusive, and equitable, and believes that active and engaged citizens, irrespective of gender, ethnicity, or political affiliation, are the hallmark of democracy; and

Whereas, the League of Women Voters of Woodland was started in 1975 to provide information about elections, the voting process, and issues and after study, use our positions to advocate for or against particular policies in the public interest.

Whereas, the Woodland League continues in its 45th year to sponsor candidate forums, educate and register high school students on the importance of voting and study current issues such as housing to be able to inform the community and advocate based on the League’s adopted positions.

Now therefore be it proclaimed February 14 as League of Women Voters Day. We honor and congratulate the League of Women Voters on its 100th Anniversary and the Woodland League on its 45th Anniversary and commend the League for its significant contributions to empowering voters and making democracy work.

Dated: February 4, 2020

Rich Lansburgh, Mayor

Tom Stallard, Mayor Pro Tem

Angel Barajas, Council Member

Enrique Fernandez, Council Member

Xóchitl Rodriguez, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: I.13.
SUBJECT: Approve Contract with Laugenour and Meikle for 2021 Sewer & Water Repair & Replacement Project, CIP #20-14

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ____ to:

- 1) Create a new capital project, 2021 Sewer & Water Repair & Replacement Project, CIP #20-14;
- 2) Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP #09-23 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14 to provide for the project design budget;
- 3) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from the Annual Sewer Repairs & Replacement Project, CIP #08-21 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14 to provide for the project design budget;
- 4) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle in the amount of \$289,060 for the design of the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; and
- 5) Authorize a contingency of up to 10% (\$28,906) for the design of the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14.

Staff Contact:

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

Fiscal Impact:

The funding for CIP #08-21, Annual Sewer Repair and Replacement is included in the Capital Budget approved by City Council on July 2, 2019. The funding source is the Sewer Enterprise Fund. The budget includes funding for the annual program of the replacement of failing sewer infrastructure. The CIP #08-21 has a budget of \$1,628,000 in FY 19/20 and a current balance of approximately \$3,161,000. Additional Sewer Enterprise funding for construction will be through CIP #14-03, Replacement of Sewer Laterals for the lateral portion of the work and also CIP #14-15, Large Diameter Wastewater Pipeline Repair, Replacement, and Lining for portions of the project.

The funding for CIP # 09-23, Water System Leak Detection Maintenance and Repair is included in the Capital Budget approved by City Council on July 2, 2019. The funding source is the Water Enterprise Fund. The budget includes funding for the annual program of the replacement of aging water infrastructure. The CIP # 09-23 has a budget of \$2,812,017 in FY 19/20 and a current balance of approximately \$5,378,683.

The design contract in the amount of \$289,060 and contingency in the amount of \$28,906 are funded through CIP #08-21 and CIP #09-23. The total project budget is currently estimated at \$5,000,000. The budget will be updated after construction bids are received. Authorization to Bid and Construction Contract Award will be presented to Council for approval at a future date.

There is no impact to the General Fund.

Background:

City Engineering and Operations staff identified several locations in the City that have the greatest occurrence

of water main and lateral breaks and leaks, and prioritized the areas for repair and replacement. The areas prioritized for replacement are streets with two-inch (2") cast iron water mains located behind sidewalks. The majority of these water mains were constructed between 1917 and 1965 and are in need of replacement. The 2" water mains have been experiencing an increasing number of breaks in recent years. The City has approximately 130,000 lineal feet of streets with 2" diameter cast iron pipe that were installed prior to 1965. This is the fifth phase of a multi-year project which will annually identify locations for water and sewer repair and replacement.

The sewer collection system is evaluated according to the Sewer System Management Plan guidelines. Each sewer pipe has a condition rating that is regularly updated. Additionally, every 3 years, the City's sewer system hydraulic model is updated and capacity deficiencies are identified. The hydraulic model identified the need to transfer sewer flows from the Beamer Trunk Sewer to the Gibson Trunk Sewer in the 2012, 2015, and 2018 updates to correct an existing deficiency and provide capacity to downtown redevelopment. The goal of both of these efforts is to eliminate sewer overflows and provide adequate sewer capacity to downtown. The existing sewer pipes planned for replacement are all between 93-120 years old and have condition ratings that warrant replacement. In 2020, a new interceptor sewer will be constructed on East Street (from Gibson to Gum) as part of the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07. This represents the first segment of the capacity reallocation project to transfer sewage flows from Beamer interceptor sewer to the Gibson interceptor sewer. The second segment will be designed and constructed as part of the 2021 project and will replace sewer mains along Gum Avenue (East Street to Fourth Street) and Marshall Ave (Fourth Street to College Street).

The existing water main within the project limits was constructed between 1955 and 1977. Much of the water infrastructure was constructed in the early 1960's which, based on records of water main leaks/breaks, has become known as a period of poor water pipe materials within the City. There is also a 2-inch diameter back of sidewalk service main that would be eliminated with this project. Some of the existing sewer was constructed over 100 years ago (1917) and has a large number of defects that need to be addressed as well as issues with depth of cover.

Discussion:

In conjunction with the sewer replacement required for the capacity reallocation, this project was designed to repair and replace the water mains and laterals on Gum Ave, Marshall Ave, Third St, and Fourth St. Approximately 6,000 linear feet of mainline water pipe will be replaced by the project. This is an area with two-inch (2") cast iron water mains located behind sidewalks with six inch and eight inch (6" & 8") diameter mains in the street. These mains are notorious for problems such as breaks and leaks. The project will construct new 8-inch diameter mains in the street and connect the residences with new polyethylene services. Once completed, the project will result in more reliable water pressure and uninterrupted water service for approximately 100 residences.

The existing sewer system on Marshall Ave. and Gum Ave. between College and East Streets consists of parallel sewer mains of sizes ranging from 6" to 12". It is anticipated that the project will replace the dual system with one single 12" main to be completely reconstructed at new depths to better facilitate future replacement of sewer mains further upstream. Additionally, approximately 100 sewer laterals within the project limits will be evaluated for rehabilitation.

L&M was selected for the project through a quality based selection process and is on the City's on call list for engineering design firms. The engineering design contract with L&M includes the engineering design services required to prepare final plans and specifications and bidding services. The design services generally include:

- Project Management which includes coordination with City Staff and other City consultants and quality assurance and control.
- Conduct topographic survey and base mapping.
- Prepare public improvement plans for water and sewer main replacement, which includes 65%, 90%, and final design documents, construction cost estimating, and construction schedule.
- Assistance with the bidding process.

Conclusion:

Staff recommends that the City Council approve Resolution No. ____ to:

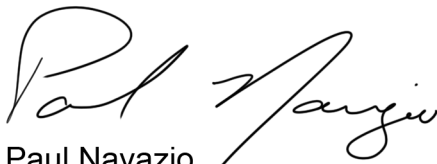
- 1) Create a new capital project, 2021 Sewer & Water Repair & Replacement Project, CIP #20-14;
- 2) Approve the reallocation of \$200,000 of Water Enterprise Funds from the Water System Leak Detection, Maintenance and Repairs Project, CIP #09-23 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14 to provide for the project design budget;
- 3) Approve the reallocation of \$200,000 of Sewer Enterprise Funds from the Annual Sewer Repairs & Replacement Project, CIP #08-21 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14 to provide for the project design budget;
- 4) Authorize the City Manager to execute a consultant agreement with Laugenour & Meikle in the amount of \$289,060 for the design of the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; and
- 5) Authorize a contingency of up to 10% (\$28,906) for the design of the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14.

Prepared by: Ed Wisniewski, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer

Brent Meyer, City Engineer

Ken Hiatt, Assistant City Manager/Community and Economic Development



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Scope of Work
3. Project Map

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT WITH LAUGENOUR & MIEKLE FOR
ENGINEERING CONSULTING SERVICES FOR THE 2021 SEWER & WATER
REPAIR & REPLACEMENT PROJECT, CIP# 20-14**

WHEREAS, the City wishes to create a new capital project, 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; and

WHEREAS, the City wishes to appropriate \$200,000 from Water System Leak Detection, Maintenance and Repairs Project, CIP 09-23 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; and

WHEREAS, the City wishes to appropriate \$200,000 from the Annual Sewer Repairs & Replacement Project, CIP 08-21 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14; and

WHEREAS, the City wishes to enter into a Design Contract with Laugenour & Mickle, Inc. for the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14 for an amount of \$289,060 and authorize its execution through adoption of this Resolution; and

WHEREAS, the City wishes to have a design contingency of up to 10% of the design contract amount (\$28,906); and

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

Section 1. The City Council hereby creates a new project, the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14.

Section 2. The City Council hereby approves an appropriation of \$200,000 from Water System Leak Detection, Maintenance and Repairs Project, CIP# 09-23 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14.

Section 3. The City Council hereby approves an appropriation of \$200,000 from the Annual Sewer Repairs & Replacement Project, CIP 08-21 to the 2021 Sewer & Water Repair & Replacement Project, CIP #20-14.

Section 3. The City Council hereby approves the Design Contract with Laugenour & Mickle, Inc. in the amount of \$289,060 and hereby approves a ten (10%) percent design contingency in the amount of \$28,906. The City Manager is hereby authorized and directed to execute the contract,

subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

PASSED AND ADOPTED this 4th day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

January 16, 2020

Mr. Tim Busch
City of Woodland
Community Development Department
300 First Street
Woodland, California 95695
E-mail: Tim.Busch@cityofwoodland.org

Re: **Proposal for 2021 Water & Sewer Project, Woodland, California**

Dear Mr. Busch:

Laugenour and Meikle is pleased to present this proposal for civil engineering and land surveying services for the above referenced project. A detailed description of the services to be provided is included in the attached Exhibit "A", Scope of Services & Compensation, which reflects the standard items of work required for this type of project.

This proposal is an estimate based on project limits shown on the enclosed Exhibit "C" and Project Schedule per Exhibit "D".

If you have any questions or comments, please call.

Sincerely,

LAUGENOUR AND MEIKLE



Bryan P. Bonino, Principal, P.E., L.S.

Enclosure

**AUTHORIZATION TO BEGIN WORK PRIOR TO
CONTRACT PREPARATION:**

CLIENT SIGNATURE

DATE

EXHIBIT “A”

SCOPE OF SERVICES & COMPENSATION

I. SCOPE OF SERVICES:

A. PROJECT MANAGEMENT & MEETINGS:

- Manage the contract scope, schedule and budget for all project activities.
- Coordination calls with Client.
- Periodic project reviews with Client.
- Provide monthly invoices to Client.
- Support costs are based on a time and materials estimate per work item requested.

B. TOPOGRAPHIC SURVEY & BASE MAPPING (2021 WATER & SEWER PROJECT):

- Horizontal and vertical control, including boundary ties, per Agency Control Data.
- Assumes that the City will have site marked for USA utility locations.
- Topographic survey for water line replacement design, including setting project control and benchmarks for sites as indicated per the project limits shown on the enclosed Exhibit “C”.
- Determine existing utility inverts for design (based on being able to physically determine inverts, does not include potholing).
- Traffic control allowance during time that field crew is collecting existing utility inverts for design (\$5,000 allowance).
- Create a topographic base map showing right-of-way lines and easements created from the record data and the topographic survey. This base map will be used in our analysis and design.
- Supply Client with electronic file (AutoCAD).

C. TOPOGRAPHIC SURVEY & BASE MAPPING (NEXT PHASE OF WORK):

- Horizontal and vertical control, including boundary ties, per Agency Control Data.
- Assumes that the City will have site marked for USA utility locations.
- Topographic survey along future sewer improvement route to the intersection of Pendegast Street and McKinley Avenue to collect data of a few private cleanouts, pads, and finish floor elevations.

- Determine existing utility inverts for design (based on being able to physically determine inverts, does not include potholing).
- Create a topographic base map showing right-of-way lines and easements created from the record data and the topographic survey. This base map will be used in our analysis and design.
- Supply Client with electronic file (AutoCAD).

D. POTHOLING (ALLOWANCE):

- Potholing for existing utilities for new improvements.
- Potholing to be performed by subconsultant (\$30,000 allowance).

E. PUBLIC IMPROVEMENT PLANS FOR WATER MAIN IMPROVEMENTS:

- Review Client requirements and City Standards.
- Prepare water line replacement improvement plans per City Design and Construction Standards. Plans will only be prepared per the project limits shown on the enclosed Exhibit "C".
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

F. PUBLIC IMPROVEMENT PLANS FOR SEWER IMPROVEMENTS:

- Review Client requirements and City Standards.
- Prepare improvement plans for sewer rehabilitation per City Design and Construction Standards. Sewer rehabilitation improvements will be part of water line replacement plans for the project limits shown on the enclosed Exhibit "C".
- Assumes that the City will provide video data, reports, and recommendations indicating location and type of rehabilitation needed for sewer mains within project area.
- Sewer lateral replacements will be based on information provided by the City video data, reports, and recommendations.
- Modify plans per City review comments.
- Prepare cost estimate, special provisions for project specifications and unit price schedules for construction items. Coordinate front end contract documents by others.

G. APPLICATION & COORDINATION WITH RAILROAD FOR PUBLIC IMPROVEMENTS:

- Prepare application for proposed improvements within Railroad right-of-way.
- Coordinate meetings between Railroad and City regarding project proposed improvements.

H. SWPPP (EROSION CONTROL PLAN ONLY):

- This proposal assumes the disturbed area will be less than one (1) acre; therefore, a Storm Water Pollution Prevention Plan is not required.
- Prepare erosion and sedimentation control plan.
- Excludes Qualified SWPPP Practitioner (QSP) services which are required for implementation and monitoring of SWPPP.

I. BIDDING & CONSTRUCTION ADMINISTRATION:

- Bidding assistance including written clarification of plans and specifications, preparation of addendums and attend pre-construction meeting.
- Attend meeting (progress and coordination meeting at Owner's request).
- Site visit during construction (per Owner's request).
- Review and comment on project submittals related to civil design items.
- Conduct final project review of site improvements and assist in preparation of punch list.
- Prepare as-constructed record plans and specifications (electronic and hard copy) based on Contractor's mark-ups (no field survey time).
- Costs are based on a time and materials estimate per work item requested.

II. COMPENSATION:

Consultant shall be compensated on a “Fixed-Fee” basis per project total shown below. New tasks not associated with the above Scope of Services will be negotiated prior to starting any work on any additional new task:

A.	Project Management & Meetings	\$ 6,720.00
B.	Topographic Survey & Base Mapping (2021 Water & Sewer Project).....	\$ 50,740.00
C.	Topographic Survey& Base Mapping (Next Phase of Work)	\$ 10,940.00
D.	Potholing (Allowance)	\$ 35,360.00
E.	Public Improvement Plans for Water Main Improvements	\$ 112,000.00
F.	Public Improvement Plans for Sewer Improvements	\$ 44,800.00
G.	Application & Coordination With Railroad for Public Improvements.....	\$ 12,320.00
H.	SWPPP (Erosion Control Plan Only)	\$ 3,860.00
I.	Bidding & Construction Administration.....	\$ 12,320.00

PROJECT TOTAL.....\$289,060.00

These costs are based on the following Laugenour and Meikle Prevailing Wage Rate Schedule (Exhibit “B”). Government agency fees are not included in this cost proposal.

III. EXCLUSIONS AND/OR RESPONSIBILITIES OF CLIENT OR OTHERS:

1. Client agrees consultant will not perform on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project unless specifically provided for in another Agreement.
2. All work pertaining to environmental impact report mitigation monitoring, if required.
3. Client agrees to assume complete responsibility and liability for changes in design, construction quantities, project cost, etc., whenever Client uses unsigned or unapproved survey maps or construction drawings for bidding or construction purposes.
4. All submittals of plans/reports for Agency approval are the responsibility of the Client.
5. Any regulatory agency related fees for submitting, checking, filing, inspection, performance of services, etc. are the responsibility of the Client.

EXHIBIT “B”

RATE SCHEDULE

<u>PERSONNEL CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Principal Engineer	\$210.00
Principal Surveyor	\$210.00
Senior Engineer/Project Manager	\$195.00
Senior Engineer	\$185.00
Senior Surveyor	\$185.00
Associate Engineer	\$180.00
Surveyor	\$165.00
Assistant Surveyor	\$150.00
Assistant Engineer	\$150.00
Assistant Project Manager	\$150.00
Junior Engineer	\$140.00
Technician III	\$140.00
Technician II	\$125.00
Technician I	\$ 90.00
Clerical	\$ 65.00
Accounting	\$100.00
Survey Party, 1-Man*	\$185.00
Survey Party, 1-Man Travel*	\$170.00
Survey Party, 2-Man*	\$285.00
Survey Party, 2-Man Travel*	\$240.00

REIMBURSABLES:

Aerial Drone	—	\$500.00 per Aerial Model
Field Materials	—	Charged at cost plus 10%
Reproduction Items	—	Charged at cost plus 10%
Subconsultants	—	Charged at cost plus 10%
Fees	—	Charged at cost plus 10%

* Public Works Prevailing Wage Rate

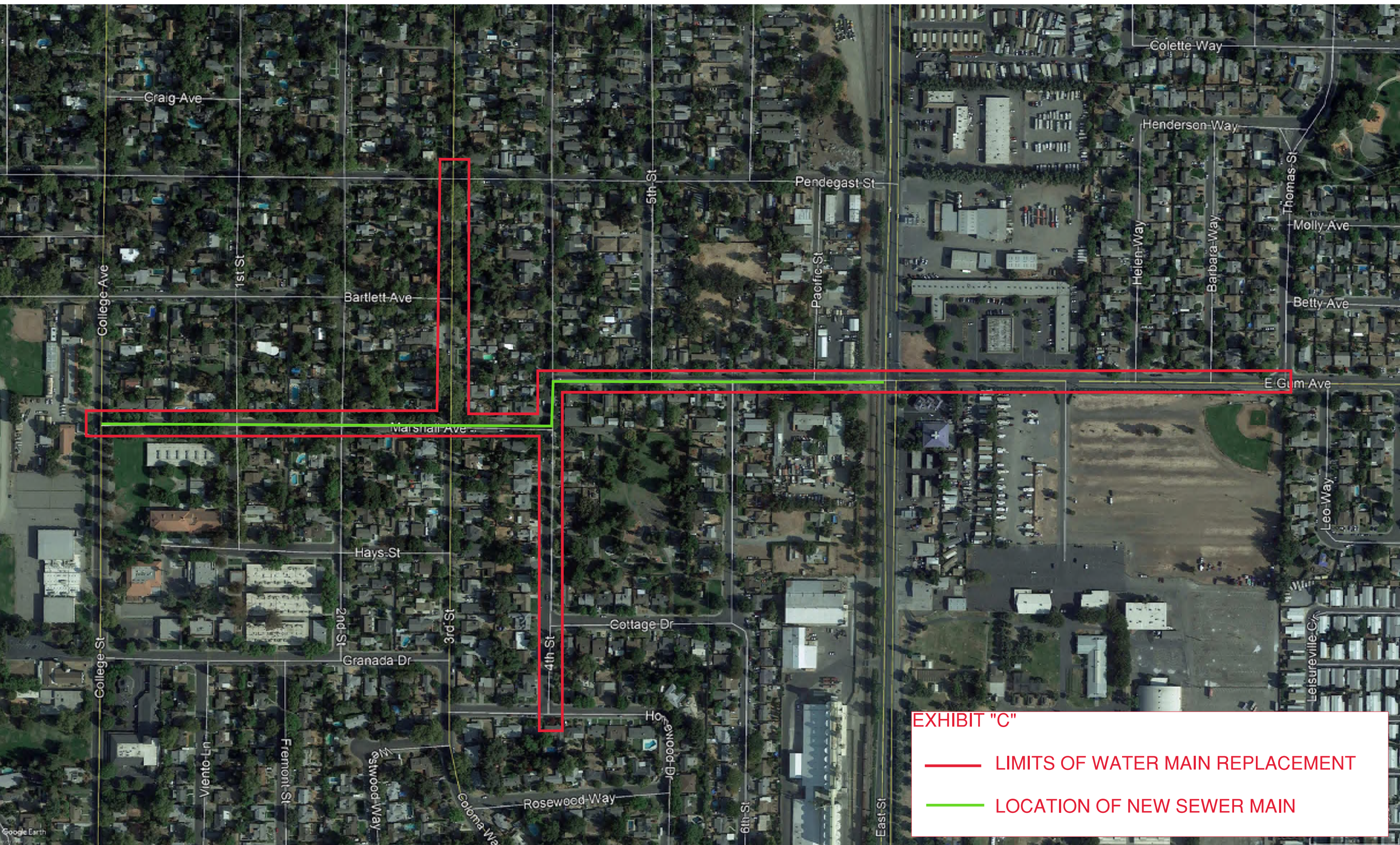


EXHIBIT "C"

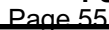
- LIMITS OF WATER MAIN REPLACEMENT
- LOCATION OF NEW SEWER MAIN

EXHIBIT “D”
ESTIMATED SCHEDULE OF SERVICES
FOR
CITY OF WOODLAND
2021 SEWER & WATER REPAIR & REPLACEMENT PROJECT

DESCRIPTION OF SERVICES	DURATION	START DATE
Topographic Survey	6 WEEKS	From Returned Signed Contract
Topographic Base Map	4 WEEKS	
65% Public Improvement Plans	12 WEEKS	
City Review	2 WEEKS	
90% Public Improvement Plans & Specifications	6 WEEKS	
City Review	2 WEEKS	
100% Public Improvement Plans & Specifications for Bidding	4 WEEKS	



CIP 20-14





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: I.14.
SUBJECT: Approval of Facility Naming for Proposed Girls' Fastpitch Complex

Recommendation for Action: Staff recommends that the Council approve a facility name for the proposed Girls' Fastpitch Complex.

Staff Contact:

Christine Engel, Community Services Director (530) 661-2000; Christine.engel@cityofwoodland.org

Fiscal Impact:

The approval of a name for the proposed Girls' Fastpitch Complex at the Woodland Sports Park would not result in a financial impact. Naming of the facility, as a result of a donation received by the Woodland Recreation Foundation, does not obligate the City to contribute funding to the potential future construction of the facility.

Background:

Efforts to develop potential additional sports facilities at the Woodland Sports Park began in June 2017. On March 6, 2018, the City Council received an update on the conceptual buildout of the Sports Park. Information provided at that time included a Woodland Community Sports Park Draft Master Plan for buildout of the Sports Park, with an associated overall project cost estimate of approximately \$16 million for design and construction of the new recreation facilities identified in the conceptual master plan (Tennis, Soccer, Fastpitch Softball, and Skate Park).

On October 2, 2018, the City Council received an update on the proposed cost and fundraising plan to construct fastpitch fields at the Sports Park by Woodland Girls' Fastpitch Softball Association (WGFS). At this meeting, the City Council directed staff to continue to work with WGFS and the soccer user groups on funding/phasing plans for the facilities each group proposed.

Staff has been working with WGFS on their proposed plan to construct new fields. Additionally, staff will be meeting with Woodland Soccer Club on February 10, 2020 to discuss their proposed plan to construct two additional soccer fields at the Sports Park.

Discussion:

Since the October 2018 City Council meeting, Girls' Fastpitch has been working with an engineering firm to refine the layout of the proposed fastpitch fields, project cost, as well as construction phasing. They have been identifying components of the construction project that can be donated in order to reduce construction costs. As the user group is still refining their plan for the complex, including construction costs, phasing, and financing, we are not yet in a position to enter into a formal fundraising agreement (similar to the agreements that the City has entered into with Woodland Tennis Club and SorD Boardshop). However, in the meantime, the Woodland Recreation Foundation has successfully secured a \$200,000 private donation and is requesting Council concurrence to authorize the naming of the planned Girls' Fastpitch Complex after the donor "Dowling Fastpitch Complex".

Fundraising agreements between the City and the Woodland Tennis Club and the City and SorD Boardshop include a provision related to naming opportunities, as follows:

"The user group and City shall work together to determine whether there are naming opportunities for donors. If a determination is made that such naming opportunities are available, the user group shall provide a list of the donors and the items to be named to the City prior to the City's execution of a contract with the landscape architect. The user group shall have sole responsibility for determining the dollar amount required for each specific naming opportunity and for entering into any agreements with donors regarding naming opportunities. However, any decision to name the entire facility after a donor shall be made by both the City and the user group, and the City reserves the right to have such decision made by the City Council."

While the City and Girls Fastpitch Softball have not yet entered into a formal fundraising agreement, the City Council approving the naming of the Girls Fastpitch complex as "Dowling Fastpitch Complex" is consistent with the existing fundraising agreements with the other user groups as well as the agreement that staff anticipates entering into with Girls' Fastpitch.

Conclusion:

Staff recommends that the Council approve a facility name for the proposed Girls' Fastpitch Complex.



Paul Navazio
City Manager

Attachments:

1. girls fastpitch LAYOUT OPTION 01
2. Resolution Naming Fastpitch Complex 2020



CLIENT

PROJECT TITLE
WOODLAND
COMMUNITY CENTER
SOFTBALL FIELDS

WOODLAND, CA.

SHEET TITLE
**OPTION 1
LAYOUT
EXHIBIT**

DATE	REVISION	DATE

DRAWN/CHK BY: GS / WH
DATE: 9/3/19
JOB NO.: 1800.011
SHEET NUMBER

CITY OF WOODLAND RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
TO NAME FUTURE FASTPITCH COMPLEX

WHEREAS, City owns certain real property commonly referred to as the City's Sports Park, located at 2001 East Street, Woodland, California; and

WHEREAS, City currently owns, maintains, and operates the entirety of the Sports Park; and

WHEREAS, Woodland Recreation Foundation and Woodland Girls' Fastpitch (User-Group) has an interest and desire to have a Fastpitch Complex constructed at the Sports Park ("Project"); and

WHEREAS, City similarly desires to have a Fastpitch Complex constructed but lacks the necessary financial resources to fund its entire construction, and desires to partner with the User Group in order to bring the Project to fruition at the Sports Park; and

WHEREAS, the City has not yet officially approved the construction of the Fastpitch Complex or committed funds to its construction; and

WHEREAS, Woodland Recreation Foundation has secured a donation and desires to name the entire complex "Dowling Fastpitch Complex" in the event the complex is constructed; and

WHEREAS, the naming of the Fastpitch Complex is not a project pursuant to CEQA because the approval to name the future complex does not authorize actual construction or a physical change in the environment, but to the extent it is a project, the City Council previously analyzed the impacts from the Sports Park in the Spring Lake Specific Plan Environmental Impact Report and Addendum Number 6 prepared for that EIR, which was adopted by the City Council on March 1, 2005.

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

Section 1: The City Council hereby approves the naming of the Fastpitch Complex as "Dowling Fastpitch Complex"

Section 2. Notice of Exemption. The City Council hereby finds that the approval to name a proposed Fastpitch Complex is exempt from CEQA pursuant to CEQA Guideline 15183(a) and 15061(b)(3) because the complex naming is not a project under CEQA, but even if it is, the City previously analyzed the Sports Park in the Spring Lake Specific Plan EIR and Addendum Number 6 to that EIR, which was approved by the City Council on March 1, 2005.

PASSED AND ADOPTED by the City Council this 4th day of February, 2020, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Rich Lansburgh, Mayor

Attest:

Approved as to form:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: I.15.
SUBJECT: Approve Contract Amendment for Construction Management and Inspection Services for Improvements Associated with Oyang South Backbone and Phase 1 and Phase 2 Subdivisions

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #2 for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$299,155.40 for the Oyang South Backbone, Phase 1 and Phase 2 Subdivision Improvements and authorize the City Manager to execute the agreement.

Staff Contact:

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

Fiscal Impact:

Construction management and inspection of the Oyang South Backbone, Phase 1 and Phase 2 Subdivision Improvements are funded by fees paid by the developer for this purpose. The original contract with Associated Engineering Consultants (AEC) was approved on May 15, 2018. This contract was for \$439,836. Amendment #1 was executed on September 30, 2019 for \$65,975. The total construction management cost including the original contract and all amendments is \$804,966.40.

All contract costs will be paid out of a deposit account that has been funded by the developer. There is no impact to the general fund.

Background:

On November 15, 2016, the City Council approved the Oyang South Tentative Subdivision Map No. 5092. The Oyang South Backbone, Phase 1 and Phase 2 Subdivisions began construction in June of 2018.

The original contract is based on 12 months of construction. Lennar has been under construction for 20 months.

Discussion:

The construction of the Oyang South Backbone Phase 1 and Phase 2 Subdivision projects includes improvements that will be City owned once complete. As such, the City is required to provide construction management and inspection for these projects. The recommended action to execute a consultant agreement will allow for the continuation in providing these construction services.

AEC is currently providing these construction services and are included on the City's list of firms pre-qualified to provide Construction Management and Inspection Services. After a review of the listed firms and the experience of each firm it was determined that AEC is the most qualified to continue providing these services for this project.

It should be noted that Lennar has not deposited sufficient funding to pay for this contract. Staff will only pay AEC from this contract if sufficient funding is on deposit in Lennar's Oyang South project account.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #2 for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$299,155.40 for the Oyang South Backbone, Phase 1 and Phase 2 Subdivision Improvements and authorize the City Manager to execute the agreement.

Prepared By: Miguel Chavez, Construction Project Manager

Reviewed By: Brent Meyer, City Engineer
Ken Hiatt, Assistant City Manager, Community and Economic Development



Paul Navazio
City Manager

Attachments:

1. Resolution
2. Budget proposal for AEC contract amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE AN AMENDMENT WITH ASSOCIATED ENGINEERING CONSULTANTS,
INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
THE OYANG SOUTH PROJECT**

WHEREAS, On November 15, 2016, City Council approved the Oyang South Tentative Subdivision Map No. 5092; and

WHEREAS, the City entered into a contract with Associated Engineering Consultants, Inc. for \$439,836 and amendment 1 for \$65,975 and now desire to execute a second amendment for \$299,155.40 for a total contract amount of \$804,966.40; and

WHEREAS, the Oyang South Backbone, Phase 1 and Phase 2 Subdivision Improvement project has been under construction since June of 2018; and

WHEREAS, the City desires to continue to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

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

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

Section 1. The City Council hereby approves the contract amendment with Associated Engineering Consultants Inc. and authorizes and directs the City Manager to execute the agreement in the amount of \$299,155.40 for the Oyang South Backbone, Phase 1 and Phase 2 Subdivision Improvements, 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. An executed 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 this 4th day of February 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



Oyang South SD#5092
Construction Management Services
Revised Project Funding Requirements

Revision 2 1/17/2020	Based on AEC's Projected 20 Week Work Schedule		Projected Funds Needed to Complete this Project	
Construction Management / Inspection Services			Hours	Costs
Week Day REG (3 hr day)				
Construction Manager			300	\$ 45,000.00
Week Day REG (8 hr day)				
Senior Construction Inspectors			800	\$ 102,400.00
Final Inspection and Close out			200	\$ 25,600.00
Lot Sign OFF			120	\$ 15,360.00
Week Day OT (2 hrs per day)				
Senior Construction Inspector			200	\$ 34,560.00
Saturdays (Assumed 20)				
Senior Construction Inspector			200	\$ 34,560.00
Total Needed to Complete				\$257,480.00

Original AEC Contract Amount	\$439,836.00
Paid Thru October	\$505,697.10
Remaining Contract Amount as of 12/28/2019	-\$41,789.30 Nov & Dec Invoicing
Projected Need to Complete Project	<u>\$257,480.00</u> Based on AEC's projection of 20 additional work weeks to completion

Total Needed to be ADDED to Contract \$299,269.30

NOTE:

¹ The projected costs for completion of the project are based on our estimated 20 weeks of work remaining. If the projected work extends beyond the 20 weeks, additional costs may be incurred. These numbers include 10 hour work days and Saturday work. The estimate of 20 working weeks to completion was based on this projects construction history over the past eighteen (18) months.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: I.16.
SUBJECT: Award Construction Contract for the 2020 Sewer & Water Repair & Replacement Project, CIP #20-07

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

- 1) Approve the reallocation of \$2,450,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07;
- 2) Approve the reallocation of \$900,000 of Sewer Enterprise Funds from Annual Sewer Repair & Replacement, CIP 08-21, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07;
- 3) Approve the reallocation of \$500,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07;
- 4) Approve the reallocation of \$1,250,000 of Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07;
- 5) Authorize the City Manager to execute the Pipeline Crossing Agreement (Agreement) with Union Pacific Railroad (UPRR) and establish a purchase order up to \$25,000 to cover the cost of construction oversight and flagging service provided by the Railroad's contractor (RailPros, Inc.) as required by Article 11 (Special Provisions – Construction Observation) of the Agreement; and
- 6) Award a construction contract in the amount of \$4,359,548 to T&S Construction Co., Inc. for the 2020 Sewer & Water Repair & Replacement Project (CIP 20-07) and authorize a contract contingency of up to 10% (\$435,955).

Staff Contact

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

Fiscal Impact

The 2020 Sewer & Water Repair & Replacement Project (CIP 20-07) is included in the approved Capital Improvement Program Budget under the following Capital Improvement Plan projects:

- CIP #09-23, Water System Leak Detection, Maintenance & Repair
- CIP #08-21, Annual Sewer Repair and Replacement
- CIP #14-03, Replacement of Orangeberg Sewer Laterals
- CIP #14-15, Large Diameter Wastewater Pipeline Repair, Replacement, & Lining

The project was authorized for bids on November 19, 2019. Currently, approved funding for CIP 20-07 consists of \$200,000 of Water Enterprise Funds and \$200,000 of Sewer Enterprise Funds which were used to cover design costs. Funds for construction were not transferred at the time of bid authorization, as the intent was to transfer the funds from CIP 09-23, CIP 08-21, CIP 14-03, and CIP 14-15 once actual construction costs were available and transfer at the time of construction contract award.

The proposed contract award, plus 10% construction contingency, construction management and inspection costs, design, and project management results in a total project cost of \$5.4 million dollars. Staff is requesting that \$2,450,000 of available Water Enterprise Funds be reallocated from CIP 09-23 to CIP 20-07 to cover the cost of water related project expenses. To cover sewer lateral expenses, staff is requesting that \$500,000 of available Sewer Enterprise Funds be reallocated from CIP 14-03 to CIP 20-07. To cover expenses related to

the new 18" sewer interceptor in East Street, staff is requesting that \$1,250,000 of available Sewer Enterprise Funds be reallocated from CIP 14-15 to CIP 20-07. To cover any other sewer related expenses, including sewer mainline lining and spot repairs, staff is requesting that \$900,000 of available Sewer Enterprise Funds be reallocated from CIP 08-21 to CIP 20-07. After all funds are reallocated, the total project budget will be \$5.5 million.

The City is required to obtain a Pipeline Crossing Agreement from Union Pacific Railroad (UPRR) for any new pipelines to be constructed under the existing railroad right of way. One of the conditions of the railroad Pipeline Crossing Agreement requires the City to provide monitoring of tracks and construction observation for the duration of construction through the railroad's approved inspector named in the Agreement as RailPros, Inc. Daily rates for the required flagman and construction observer are \$998/8-hour day and \$1,200/8-hour day, respectively. There is also a \$1,000 mobilization fee and additional rates for overtime work. City staff estimates the pipeline construction across the Railroad right-of-way will take up to 10 days. Therefore, staff is requesting the establishment of a \$25,000 purchase order to pay for the railroad flagging and observation charges. RailPros, Inc. will invoice the City directly to secure payment. There are no other fees associated with the Agreement.

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

Background

This project was scoped as precursor to the West Gibson Road Bike-Pedestrian Mobility (Gibson Roadway Reconstruction) Project, CIP 20-01, which will reconstruct Gibson Road between East Street and West Street. It will complete the necessary water and sewer repairs and clear the way for pavement replacement. It will also provide a head start to identifying other shallow utilities (electrical, gas, communications, etc.) that may need to be relocated prior to reconstructing the roadway.

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

Approximately 2,000 linear feet of new 18-inch sewer interceptor will be installed on East Street between Gibson Road and Gum Avenue. Subsequent projects in 2021, 2022, and 2023 will fulfill the sewer capacity reallocation needs identified by the Sewer System Management Plan. Additionally, the existing force main that carries flows discharged from the Gibson Ranch Sewer Lift Station will also be rerouted across Gibson Road at CR-102 to a parallel sewer interceptor with larger capacity than the gravity main to which the force main is currently connected.

Another element of the project includes replacement of the existing 10" waterline that crosses the existing railroad right-of-way at the intersection of Gibson Road and East Street. A new 20-inch steel casing pipe will be installed via bore & jack construction methods, and a new 10-inch fusible PVC waterline will be inserted into the new casing pipe. The City is required to obtain a Pipeline Crossing Agreement from Union Pacific Railroad (UPRR) for any new pipelines to be constructed under the existing railroad right-of-way. Past agreements have required a fee for the agreement. This agreement does not include a fee, but requires the licensee (City) to pay for a flagger and a construction observer for the duration of construction activities on or under railroad right-of-way.

Discussion

The City advertised for bids on December 17, 2020. On January 22, 2020, the City received 9 bids for CIP 20-07 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	T&S Construction Co., Inc.	\$4,359,548.00
2	R. J. Gordon Construction, Inc.	\$4,809,851.00
3	Lister Construction Inc.	\$4,987,655.30
4	Garney Pacific, Inc.	\$5,136,115.00
5	Lund Construction Co.	\$5,176,446.50
6	McGuire and Hester	\$5,646,010.00
7	Sanco Pipelines, Inc.	\$6,324,363.00
8	Mountain Cascade, Inc.	\$6,775,106.00
9	Vinciguerra Construction, Inc.	\$7,997,855.00

The engineer's estimate for the project construction was \$5,021,975. Staff has performed due diligence in reviewing the bids. T&S Construction Co., Inc. has been determined to be the lowest responsive, responsible bidder and has complied with all technical submittal requirements.

The construction contract provides 150 working days for completion of the project. Staff anticipates completion of the project in the fall of 2020. The project will utilize City staff for construction management and inspection.

Conclusion

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

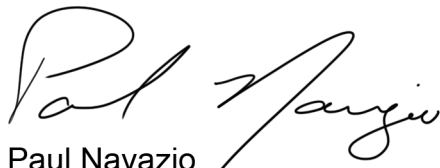
- 1) Approve the reallocation of \$2,450,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07;
- 2) Approve the reallocation of \$900,000 of Sewer Enterprise Funds from Annual Sewer Repair & Replacement, CIP 08-21, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07;
- 3) Approve the reallocation of \$500,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07;
- 4) Approve the reallocation of \$1,250,000 of Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07;
- 5) Authorize the City Manager to execute the Pipeline Crossing Agreement (Agreement) with Union Pacific Railroad (UPRR) and establish a purchase order up to \$25,000 to cover the cost of construction oversight and flagging service provided by the Railroad's contractor (RailPros, Inc.) as required by Article 11 (Special Provisions – Construction Observation) of the Agreement; and
- 6) Award a construction contract in the amount of \$4,359,548 to T&S Construction Co., Inc. for the 2020 Sewer & Water Repair & Replacement Project (CIP 20-07) and authorize a contract contingency of up to 10% (\$435,955).

Prepared by: Ed Wisniewski, Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utility Engineer

Brent Meyer, City Engineer

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



Paul Navazio
City Manager

Attachments:

1. Resolution
2. UPRR Pipeline Crossing Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH T&S CONSTRUCTION, CO., INC. IN THE AMOUNT OF \$4,359,548 FOR CIP 20-07, THE 2020 SEWER & WATER REPAIR & REPLACEMENT PROJECT.

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on November 19, 2019; and the City of Woodland advertised for bids on December 17, 2019; and

WHEREAS, on January 22, 2020 the City of Woodland received 9 bids, and T&S Construction Co., Inc. was determined to be the lowest responsive bidder with a base bid of \$4,359,548; and

WHEREAS, the City Council wishes to approve the reallocation of \$2,450,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07 to cover water related expenses; and

WHEREAS, the City Council wishes to approve the reallocation of \$900,000 of Sewer Enterprise Funds from Annual Sewer Repair & Replacement, CIP 08-21, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07 to cover sewer main lining expenses; and

WHEREAS, the City Council wishes to approve the reallocation of \$500,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07 to cover costs related to sewer lateral rehabilitation; and

WHEREAS, the City Council wishes to approve the reallocation of \$1,250,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07 to cover construction costs related to the new 18" sewer interceptor in East Street; and

WHEREAS, the City of Woodland wishes to enter into a Pipeline Crossing Agreement with Union Pacific Railroad for the new waterline crossing at the intersection of Gibson Road and East Street ("Agreement"); and

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

WHEREAS, the City Council wishes to authorize payment of flagman & construction observers as required by the Agreement through the establishment of a \$25,000 purchase order with RailPros, Inc.

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with T&S Construction Co., Inc. for CIP 20-07, the 2020 Sewer & Water Repair & Replacement Project; and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 10% (\$435,955); and

WHEREAS, the City Council wishes to approve a Construction Contract with T&S Construction Co., Inc. and authorize its execution through 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 reallocation of \$2,450,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07.

Section 2. The City Council hereby authorizes the reallocation of \$900,000 of Sewer Enterprise Funds from Annual Sewer Repair & Replacement, CIP 08-21, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07.

Section 3. The City Council hereby authorizes the reallocation of \$500,000 of Sewer Enterprise Funds from Replacement of Orangeberg Sewer Laterals, CIP 14-03, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07.

Section 4. The City Council hereby authorizes the reallocation of \$1,250,000 of Sewer Enterprise Funds from Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2020 Sewer & Water Repair & Replacement Project, CIP 20-07.

Section 5. The City Council hereby approves the Union Pacific Railroad Pipeline Crossing Agreement. 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.

Section 6. The City Council hereby authorizes the establishment of a \$25,000 purchase order to cover expenses related to railroad flagging and construction observations services performed by Union Pacific Railroad's approved inspector, RailPros, Inc.

Section 7. The City Council hereby approves the Construction Contract with T&S Construction Co., Inc. in the amount of \$4,359,548 and approves a ten (10%) percent construction contingency in the amount of \$435,955. The City Manager is hereby authorized and directed to execute the contract, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized herein does not change.

Section 8. Copies of the Construction Contract and Pipeline Crossing Agreement 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 4th day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



December 16, 2019
Folder: 03187-39

ED WISNIEWSKI
CITY OF WOODLAND
300 FIRST STREET
WOODLAND CA 95695

Re: Proposed One (1) 10 Inch Plastic Water Pipe Encased In A 20 Inch Steel Pipeline Crossing of Railroad Property at Mile Post 84.08 on the California Northern Subdivision/Branch at or near Woodland, Yolo County, California

Dear Ed:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690 Attn: Valerie Harrill.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8801.

Sincerely,

Valerie Harrill
Mgr II Real Estate Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 84.08, California Northern Subdivision/Branch
Location: Woodland, Yolo County, California

THIS AGREEMENT ("Agreement") is made and entered into as of December 16, 2019, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF WOODLAND**, to be addressed at 300 First Street, Woodland, California 95695 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) 10 inch plastic water pipe encased in a 20 inch steel pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Woodland, Yolo County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated November 20, 2019, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) 10 inch plastic water pipe encased in a 20 inch steel pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

Article 4. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 5. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 7. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 8. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result

in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 9. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 10. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03187-39)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF WOODLAND
300 First Street

Woodland, California, 95695

Article 11. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF WOODLAND

By: _____

Valerie Harrill
Mgr II Real Estate Contracts

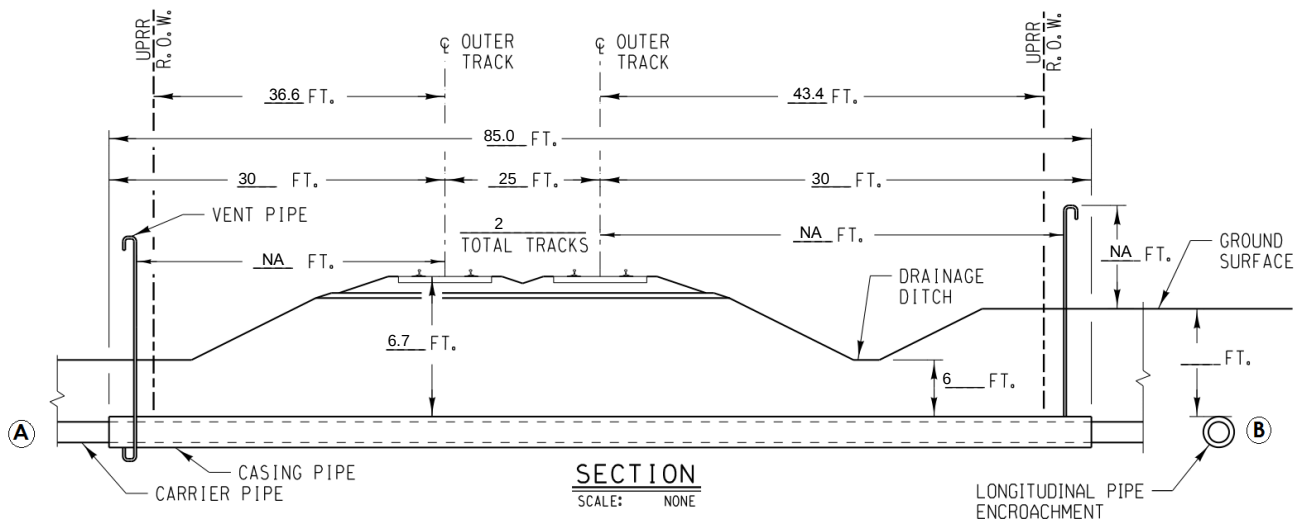
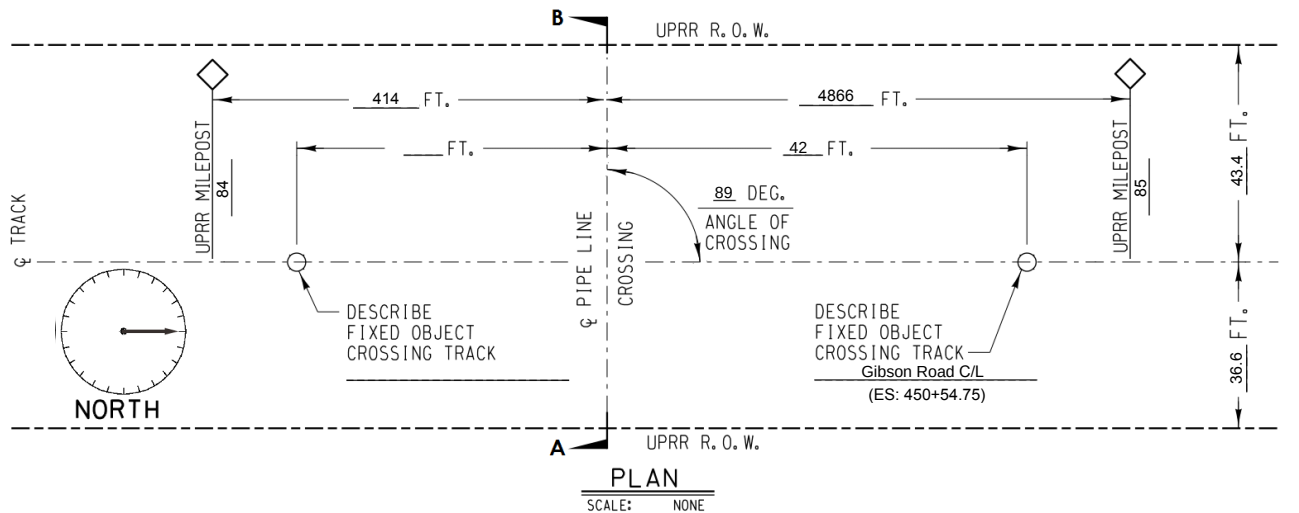
By: _____

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED POTABLE WATER.
OPERATIONAL PRESSURE 60 PSI. MAOP 60 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 80. DIAMETER 10 IN.
CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 85 FT.
WALL THICKNESS 0.375 IN. DIAMETER 20 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
30 AND 30.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: California No. (Leased CFNR)

TRACK TYPE: MAINLINE

M.P.: 84.08

LAT.: 38.662841

E.S.M.: 450+12.75

LONG.: -121.765906

NEAREST CITY:

COUNTY:

STATE:

WOODLAND

YOLO

CA

APPLICANT: CITY OF WOODLAND

FILE NO.: 0318739

DATE: 11/20/2019

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensors approval, Licensee shall contact both of Licensors field representatives ("Licensors Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in

connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this

Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

RailPros Flagman Rates

Standard Work Day:	
Standard 8 hour day	\$998.00
Overtime rate per hour after 8 hours	\$132.00
Nights, Weekends, and Holidays:	
Standard 8 hour day	\$1,260.00
Overtime rate per hour after 8 hours	\$151.00

This Quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

****Regional Surcharge for additional travel and Per Diem costs (effective February 10, 2018):**

Activity in the Permian Basin and nearby area has created a high demand for hotel rooms and increased other related travel expenses. As a result, we have instituted a regional surcharge to recover a portion of the increased costs. The regional surcharge is applied as follows:

- Per Diem – An additional \$240 will be charged for each flagging day. In the event of a late notice cancellation (described in detail below) the additional Per Diem cost will also apply.*
- Mobilization and Demobilization – An additional \$180 will be assessed for each mobilization or demobilization event in which there is a cessation of flagging services (non-continuous flagging days).*

RailPros Construction Observer Rates

The daily rates for said services to be provided are based on eight (8) hours per day and will be as follows:

- **Mobilization/Administrative Fee**.....\$1,000 per Observer Required (each project will incur a fee for travel and administrative costs per Observer). 24 Hour continuous work requires two Observers. Project must be cancelled 4 business days prior to the scheduled start date to avoid additional mobilization fee. Multiple mobilization fees or additional labor fees will be charged if the project cannot be constructed in consecutive days or if there is a delay during installation.
- **Construction Observation Fee**.....\$1,200/Standard 8-hour day. Overtime rate after 8 hours \$150 per hour. Nights, Weekends, and Holidays \$1,400/Standard 8-hour day. Overtime rate after 8 hours \$175 per hour (Requires a minimum of 10-business days' notification).
- **Surcharge Fee**..... Activity in certain regions of the U.S. has created high demand for hotel rooms and increased related travel costs. If the Project falls within such a region, therefore a surcharge of **\$200.00 per day** will be added to the invoice. Ask if your Project is in said regions.

2. Track and Ground Monitoring

A. General track and ground monitoring requirements

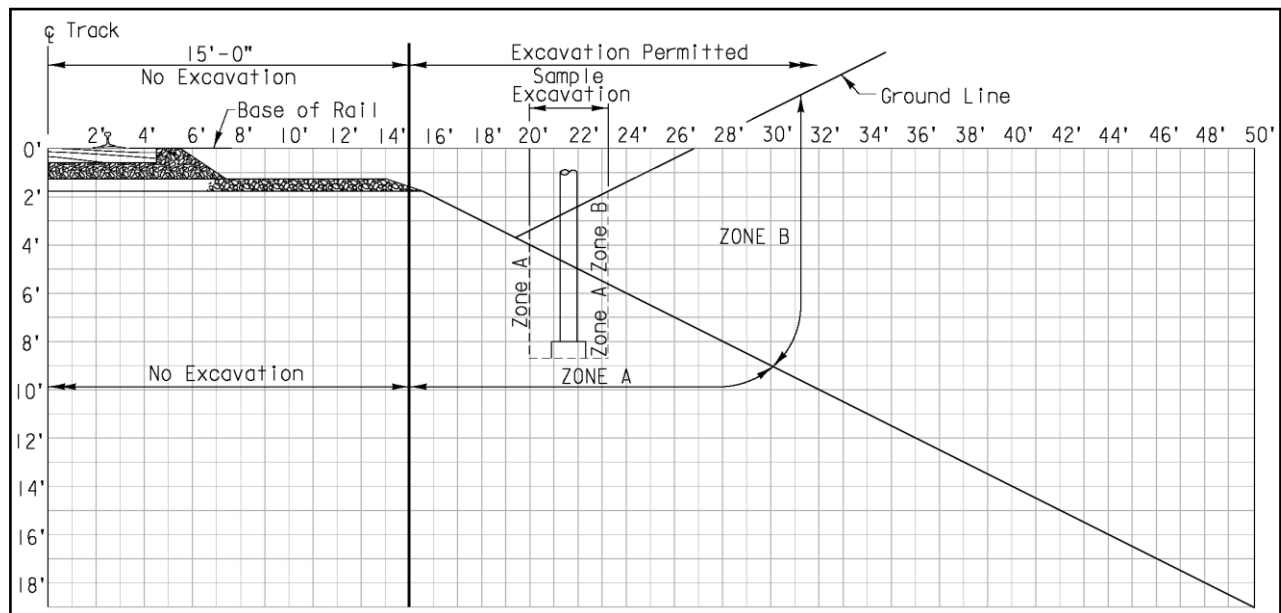
1. General requirement
 - i. Temporary lighting may also be required by the Railroad to identify tripping hazards to train crewmen and other Railroad personnel.
 - ii. Any excavation, holes or trenches on the Railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements.
2. Track and ground monitoring are required as follows:
 - i. For crossings with pipe diameter and depth (below base of rail) as shown below in [Table 2-1](#).
 - ii. For shoring within Zone A of any track, as shown below in [Figure 2-1](#).
 - iii. Additional monitoring may be required by the Railroad on a case by case basis.
3. Monitoring schedule
 - i. Monitoring shall commence once any construction activity is within Zone A. See [Figure 2-1](#).
 - ii. Monitoring shall continue, after installation is complete, for 7 days or as required by the Railroad.
 - a. For large and/or shallow pipeline installations monitoring may be required for up to 30 days.

Table 2-1

Depth, feet (below base of rail)	<=6	<=12	<=18	<=24	<=30	<=36	<=42	<=48	<=54	<=60	>60
<=5	X	X	X	X	X	X	X	X	X	X	X
<=10	X	X	X	X	X	X	X	X	X	X	X
<=15	X	X	X	X	X	X	X	X	X	X	X
<=20			X	X	X	X	X	X	X	X	X
<=25					X	X	X	X	X	X	X
<=30								X	X	X	X
>30										X	X

X = Monitoring is required

Figure 2-1



B. Track Monitoring

1. Track Deflection Limits
 - i. The top of rail shall not permanently deflect more than ¼ inch vertical or horizontal.
2. Targets
 - i. Track monitoring shall not require track access other than to place the track monitoring targets.
 - ii. Monitoring targets should be placed such that monitoring is possible when a train is present. However, monitoring during the passing of a train is not required as the train will temporarily deflect the track.
 - iii. Adhesive backed reflective targets may be attached to the side of the rail temporarily. Targets should be removed once monitoring phase is complete.
3. Monitoring Plan
 - i. If the top of rail does deflect more than 1/4 inch, all operations shall stop until the matter is resolved.
 - ii. Provide established contingency plan, [See Section 2.D](#), in the event of ground loss and/or the rail deviates ¼ inch vertical or horizontal.
 - iii. Establish a bench mark in the vicinity of the construction. Establish locations for shooting elevations on the top of rail at each area of construction.
 - a. Example locations for shooting rail elevations would be at:
 - At the centerline of an under track crossing.
 - At both outside edges of the crossing. ie. For a wide excavation.
 - At multiple locations from the crossing/excavation edge but no less than 10, 20, 30, 40 and 50 feet from the crossing.
 - iv. Monitoring shall be continuous and recorded in a field log book dedicated for this purpose. Copies of these field log entries can be made available to all concerned parties upon request at any time during construction.

C. Ground Monitoring

1. Provide means for monitoring ground settlement. Submit monitoring plan for Railroad review.
2. Ground monitoring points should be in alignment above the proposed construction activities.

D. Contingency Plans

1. The Contractor shall supply Contingency Plan(s), which anticipate reaching the Threshold and Shutdown values, for all construction activities which may result in horizontal and/or vertical track deflection.
 - i. Track monitoring values:
 - a. Threshold value = 1/8 inch permanent vertical or horizontal deflection
 - b. Shutdown value = 1/4 inch permanent vertical or horizontal deflection
2. The Contingency Plans shall provide means and methods, with options if necessary.
3. The Contractor should anticipate the need to implement each Contingency Plan with required materials, equipment and personnel.
 - i. Once the Threshold value is met, the contractor shall determine the appropriate Contingency Plan(s) and immediately discuss this plan with, and receive approval confirmation from, the Railroad.
 - ii. Once the Shutdown value is exceeded all project work shall stop and the chosen Contingency Plan shall commence.
 - a. The Railroad may choose to allow and/or require the immediate implementation of specific approved Contingency Plans, submitted by the Contractor, once the Shutdown value is exceeded.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: I.17.
SUBJECT: Approve Salary Schedule effective February 1, 2020

Recommendation for Action: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective February 1, 2020.

Staff Contact:

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

Fiscal Impact:

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

Background:

The California Public Employees' Retirement System (CalPERS) now requires that the City Council adopt and approve the salary schedule on a quarterly basis, and the City Council last updated the salary schedule at its meeting of January 7, 2020.

The most recent update to the salary schedule reflected changes required under State's new minimum wage effective January 1, 2020, as well as modifications provided for in the negotiated labor agreement covering Confidential Unit employees includes salary adjustments effective January 1, 2020.

Discussion:

Due to the pending expiration of the existing employment agreement covering the position of Assistant City Manager/Community & Economic Development, an adjustment to the salary range for this classification is being proposed. The adjustment would allow for a multi-year extension of the current employment agreement, consistent with recent salary adjustments provided to department director positions as well as represented management unit employees.

The proposed adjustment would be as follows:

Current Range: \$12,463.47 - \$16,001.30

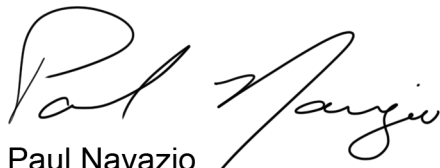
Proposed Range: \$13,351.18 - \$17,141.00

The adjustment to the salary range does not result in an automatic adjustment to compensation as this is prescribed in the separate employment agreement.

Conclusion:

Staff recommends that the City Council approve the City of Woodland Salary Schedule effective February 1, 2020.

Prepared By: Sheila McShane, Human Resources Manager



Paul Navazio
City Manager

Attachments:

1. Salary Schedule 02-01-20

CITY OF WOODLAND - SALARY SCHEDULE

Effective February 1, 2020

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY										
Accountant I *	116	MM		\$4,975.44	\$5,224.21	\$5,485.42	\$5,759.69	\$5,903.68		
Accountant II *	120	MM	\$5,230.44	\$5,491.96	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Accounting Technician	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Administrative Clerk I	28	GS	\$2,710.40	\$2,845.92	\$2,988.22	\$3,137.64	\$3,294.51	\$3,459.24		
Administrative Clerk II	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Administrative Clerk III	36	GS	\$3,302.37	\$3,467.49	\$3,640.87	\$3,822.92	\$4,014.07	\$4,214.77		
Administrative Secretary	42	GS	\$3,829.73	\$4,021.23	\$4,222.28	\$4,433.40	\$4,655.06	\$4,887.82		
Administrative Supervisor	47	GS	\$4,333.00	\$4,549.64	\$4,777.13	\$5,015.98	\$5,266.79	\$5,530.12		
Aquatics Coordinator	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Aquatics Supervisor	48	GS	\$4,441.31	\$4,663.38	\$4,896.55	\$5,141.38	\$5,398.45	\$5,668.37		
Assistant Engineer *	125	MM	\$5,917.75	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.89		
Assistant Planner *	118	MM	\$4,978.39	\$5,227.32	\$5,488.68	\$5,763.12	\$6,051.27	\$6,202.55		
Associate Civil Engineer *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Associate Engineer *	127	MM	\$6,217.34	\$6,528.21	\$6,854.61	\$7,197.35	\$7,557.22	\$7,746.15		
Associate Planner *	124	MM	\$5,773.42	\$6,062.09	\$6,365.19	\$6,683.45	\$7,017.63	\$7,193.07		
Asst City Manager/Comm & Econ Dev Dir *	Contract		\$13,351.18				\$17,141.00			
Building Inspection Services Manager *	132	MM	\$7,034.34	\$7,386.07	\$7,755.36	\$8,143.13	\$8,550.29	\$8,764.05		
Building Inspector I	49	GS	\$4,552.35	\$4,779.97	\$5,018.96	\$5,269.92	\$5,533.41	\$5,810.08		
Building Inspector II	53	GS	\$5,024.94	\$5,276.19	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24		
Chief Building Official *	140	MM	\$8,570.67	\$8,999.20	\$9,449.16	\$9,921.62	\$10,417.70	\$10,678.14		
Chief Collection Systems Operator *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Chief Plant Operator *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Chief Project Engineer *	145	MM	\$9,696.93	\$10,181.76	\$10,690.87	\$11,225.41	\$11,786.67	\$12,081.33		
Chief Water Systems Operator *	132	MM	\$7,034.34	\$7,386.07	\$7,755.36	\$8,143.13	\$8,550.29	\$8,764.05		
Children's Librarian II *	118	MM	\$4,978.39	\$5,227.31	\$5,488.68	\$5,763.13	\$6,051.27	\$6,202.56		
City Clerk *	Contract		\$7,630.73				\$10,598.24			
City Engineer *	145	MM	\$9,696.93	\$10,181.77	\$10,690.87	\$11,225.40	\$11,786.67	\$12,081.34		
City Manager *	Contract						\$21,000.00			
Code Compliance Officer I	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Code Compliance Officer II	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Community Development Clerk I	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Community Development Clerk II	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Community Development Director *	Contract		\$9,529.20				\$13,810.44			
Community Development Technician I	42	GS	\$3,829.73	\$4,021.23	\$4,222.28	\$4,433.40	\$4,655.06	\$4,887.82		
Community Development Technician II	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Community Risk Reduction Specialist I	Base	F	\$4,578.76	\$4,807.91	\$5,048.29	\$5,300.71	\$5,565.73			
Community Risk Reduction Specialist II	Base	F	\$4,923.67	\$5,169.87	\$5,428.36	\$5,699.78	\$5,984.78			
Community Risk Reduction Specialist Senior	Base	F	\$5,292.95	\$5,557.61	\$5,835.49	\$6,127.26	\$6,433.64			
Community Services Director	Contract		\$9,449.55				\$12,095.70			
Community Services Officer *	Base	P	\$3,920.06	\$4,116.06	\$4,321.86	\$4,537.96	\$4,764.86	\$5,003.11		
Community Services Program Manager *	125	MM	\$5,917.75	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.89		
Conservation Coordinator	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Construction Project Manager *	129	MM	\$6,532.09	\$6,858.69	\$7,201.62	\$7,561.71	\$7,939.80	\$8,138.29		
Crime Prevention Specialist *	Base	P	\$3,920.06	\$4,116.06	\$4,321.86	\$4,537.96	\$4,764.86	\$5,003.11		
Deputy Director of Community Development *	Contract		\$9,927.40				\$12,727.43			
Deputy Fire Chief	Flat	FM	\$10,363.73	\$10,881.92	\$11,426.02	\$11,997.31	\$12,699.69			
Economic Development Manager *	136	MM	\$7,764.60	\$8,152.83	\$8,560.48	\$8,988.50	\$9,437.92	\$9,673.87		
Electrical / Signs & Markings Supervisor	67	GS	\$7,100.12	\$7,455.12	\$7,827.87	\$8,219.27	\$8,630.24	\$9,061.75		
Electrician's Assistant	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Engineering Aide I	33	GS	\$3,066.58	\$3,219.90	\$3,380.91	\$3,549.94	\$3,727.44	\$3,913.81		
Engineering Aide II	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		

CITY OF WOODLAND - SALARY SCHEDULE

Effective February 1, 2020

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Engineering Assistant	56	GS	\$5,411.32	\$5,681.88	\$5,965.98	\$6,264.27	\$6,577.49	\$6,906.36		
Engineering Technician I	44	GS	\$4,023.62	\$4,224.80	\$4,436.04	\$4,657.84	\$4,890.73	\$5,135.27		
Engineering Technician II	48	GS	\$4,441.31	\$4,663.38	\$4,896.55	\$5,141.38	\$5,398.45	\$5,668.37		
Engineering Technician III	52	GS	\$4,902.39	\$5,147.50	\$5,404.88	\$5,675.13	\$5,958.88	\$6,256.82		
Environmental Compliance Inspector I	39	GS	\$3,556.28	\$3,734.10	\$3,920.81	\$4,116.85	\$4,322.69	\$4,538.83		
Environmental Compliance Inspector II	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Environmental Compliance Specialist	49	GS	\$4,552.35	\$4,779.97	\$5,018.96	\$5,269.92	\$5,533.41	\$5,810.08		
Environmental Resources Analyst *	127	MM	\$6,217.34	\$6,528.21	\$6,854.61	\$7,197.35	\$7,557.21	\$7,746.14		
Environmental Sustainability Manger *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Equipment Service Clerk	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Equipment Service Worker	34	GS	\$3,143.25	\$3,300.40	\$3,465.42	\$3,638.69	\$3,820.63	\$4,011.67		
Executive Assistant - Confidential		C	\$4,297.03	\$4,511.89	\$4,737.49	\$4,974.36	\$5,223.08	\$5,484.23		
Facility Maintenance Worker I	35	GS	\$3,221.82	\$3,382.92	\$3,552.06	\$3,729.66	\$3,916.15	\$4,111.96		
Facility Maintenance Worker II	41	GS	\$3,736.32	\$3,923.14	\$4,119.30	\$4,325.26	\$4,541.53	\$4,768.60		
Facility Maintenance Worker III	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Finance Clerk I	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Finance Clerk II	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Finance Clerk III	41	GS	\$3,736.32	\$3,923.14	\$4,119.30	\$4,325.26	\$4,541.53	\$4,768.60		
Finance Director *	Contract		\$9,562.32				\$12,275.28			
Finance Officer *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Finance Specialist	41	GS	\$3,736.32	\$3,923.14	\$4,119.30	\$4,325.26	\$4,541.53	\$4,768.60		
Finance Supervisor	54	GS	\$5,150.56	\$5,408.10	\$5,678.50	\$5,962.43	\$6,260.55	\$6,573.57		
Financial Services Manager	136	MM	\$7,764.60	\$8,152.83	\$8,560.48	\$8,988.50	\$9,437.92	\$9,673.87		
Fire Battalion Chief	Flat	FM	\$9,085.29	\$9,539.54	\$10,016.52	\$10,517.35	\$11,043.21			
Fire Captain	Base	F	\$7,258.11	\$7,621.01	\$8,002.06	\$8,402.17	\$8,822.27			
Fire Chief **	Contract		\$11,305.55				\$14,682.50			
Fire Engineer	Base	F	\$6,299.25	\$6,614.21	\$6,944.93	\$7,292.18	\$7,656.77			
Fire Marshal	Flat	FM	\$9,085.29	\$9,539.54	\$10,016.52	\$10,517.35	\$11,043.21			
Fire Prevention Specialist I (aka Community Risk Reduction I)	Base	F	\$4,578.76	\$4,807.91	\$5,048.29	\$5,300.71	\$5,565.73			
Fire Prevention Specialist II (aka Community Risk Reduction II)	Base	F	\$4,923.67	\$5,169.87	\$5,428.36	\$5,699.78	\$5,984.78			
Firefighter	Base	F	\$5,550.44	\$5,827.96	\$6,119.35	\$6,425.33	\$6,746.58			
Firefighter Recruit	Base	F	\$4,995.40							
Fleet & Facilities Manager *	131	MM	\$6,862.77	\$7,205.92	\$7,566.21	\$7,944.52	\$8,341.76	\$8,550.30		
GIS Analyst	62	GS	\$6,275.47	\$6,589.24	\$6,918.70	\$7,264.64	\$7,627.87	\$8,009.26		
GIS Technician I	49	GS	\$4,552.35	\$4,779.97	\$5,018.96	\$5,269.92	\$5,533.41	\$5,810.08		
GIS Technician II	53	GS	\$5,024.94	\$5,276.19	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24		
Heavy Equipment Mechanic	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Human Resources Analyst I		C	\$5,228.40	\$5,489.82	\$5,764.31	\$6,052.53	\$6,355.16	\$6,514.04		
Human Resources Analyst II		C	\$5,915.46	\$6,211.23	\$6,521.79	\$6,847.88	\$7,190.28	\$7,370.03		
Human Resources Clerk		C	\$3,300.77	\$3,465.81	\$3,639.11	\$3,821.06	\$4,012.12	\$4,212.72		
Human Resources Manager		C	\$8,353.41	\$8,771.09	\$9,209.64	\$9,670.12	\$10,153.63	\$10,407.48		
Human Resources Technician I		C	\$3,923.57	\$4,119.75	\$4,325.73	\$4,542.02	\$4,769.12	\$5,007.57		
Human Resources Technician II		C	\$4,374.72	\$4,593.46	\$4,823.13	\$5,064.28	\$5,317.50	\$5,583.37		
Industrial Electrical/Electronics Technician	58	GS	\$5,685.27	\$5,969.53	\$6,268.00	\$6,581.41	\$6,910.47	\$7,256.00		
Information Technology Analyst	60	GS	\$5,973.08	\$6,271.74	\$6,585.32	\$6,914.59	\$7,260.32	\$7,623.34		
Information Technology Manager *	138	MM	\$8,157.68	\$8,565.56	\$8,993.85	\$9,443.53	\$9,915.72	\$10,163.61		
Information Technology Technician I	48	GS	\$4,441.31	\$4,663.38	\$4,896.55	\$5,141.38	\$5,398.45	\$5,668.37		
Information Technology Technician II	52	GS	\$4,902.39	\$5,147.50	\$5,404.88	\$5,675.13	\$5,958.88	\$6,256.82		
Infrastructure O & M Superintendent *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Junior Engineer *	121	MM	\$5,361.19	\$5,629.25	\$5,910.71	\$6,206.24	\$6,516.57	\$6,679.48		
Junior Planner *	113	MM	\$4,400.18	\$4,620.18	\$4,851.19	\$5,093.75	\$5,348.45	\$5,482.16		
Laboratory & Environmental Compliance Mgr *	129	MM	\$6,532.09	\$6,858.69	\$7,201.62	\$7,561.71	\$7,939.80	\$8,138.29		

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CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Laboratory Supervisor *	127	MM	\$6,217.34	\$6,528.20	\$6,854.61	\$7,197.35	\$7,557.21	\$7,746.14		
Laboratory Technician I	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Laboratory Technician II	47	GS	\$4,333.00	\$4,549.64	\$4,777.13	\$5,015.98	\$5,266.79	\$5,530.12		
Librarian I *	114	MM	\$4,510.19	\$4,735.70	\$4,972.48	\$5,221.10	\$5,482.15	\$5,619.20		
Librarian II *	118	MM	\$4,978.39	\$5,227.31	\$5,488.68	\$5,763.13	\$6,051.27	\$6,202.56		
Librarian III *	122	MM	\$5,495.22	\$5,769.97	\$6,058.49	\$6,361.40	\$6,679.48	\$6,846.47		
Library Services Director *	Contract		\$8,005.77				\$10,277.33			
Library Technical Assistant I	29	GS	\$2,778.16	\$2,917.08	\$3,062.93	\$3,216.08	\$3,376.88	\$3,545.73		
Library Technical Assistant II	33	GS	\$3,066.58	\$3,219.90	\$3,380.91	\$3,549.94	\$3,727.44	\$3,913.81		
Library Technical Assistant III	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Light Equipment Mechanic	41	GS	\$3,736.32	\$3,923.14	\$4,119.30	\$4,325.26	\$4,541.53	\$4,768.60		
Literacy Coordinator	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Maintenance Supervisor	53	GS	\$5,024.94	\$5,276.19	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24		
Maintenance Worker I	35	GS	\$3,221.82	\$3,382.92	\$3,552.06	\$3,729.66	\$3,916.15	\$4,111.96		
Maintenance Worker II	40	GS	\$3,645.20	\$3,827.46	\$4,018.82	\$4,219.77	\$4,430.76	\$4,652.30		
Maintenance Worker III	44	GS	\$4,023.62	\$4,224.80	\$4,436.04	\$4,657.84	\$4,890.73	\$5,135.27		
Management Analyst I *	120	MM	\$5,230.43	\$5,491.95	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Management Analyst II *	125	MM	\$5,917.74	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.88		
Marketing and Business Relations Specialist *	120	MM	\$5,230.43	\$5,491.95	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Meter Services Technician	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Office Manager *	115	MM	\$4,622.94	\$4,854.08	\$5,096.79	\$5,351.62	\$5,619.21	\$5,759.69		
Operations and Maintenance Superintendent *	137	MM	\$7,958.73	\$8,356.66	\$8,774.50	\$9,213.22	\$9,673.88	\$9,915.73		
Park Maintenance Technician	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Park Maintenance Worker I	35	GS	\$3,221.82	\$3,382.92	\$3,552.06	\$3,729.66	\$3,916.15	\$4,111.96		
Park Maintenance Worker II	39	GS	\$3,556.28	\$3,734.10	\$3,920.81	\$4,116.85	\$4,322.69	\$4,538.83		
Park Maintenance Worker III	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Park Planner *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Park Superintendent *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Park Supervisor	51	GS	\$4,782.82	\$5,021.96	\$5,273.06	\$5,536.71	\$5,813.54	\$6,104.22		
Planning Manager *	140	MM	\$8,570.67	\$8,999.20	\$9,449.16	\$9,921.62	\$10,417.70	\$10,678.14		
Police Captain **	Base	PM	\$10,894.49	\$11,439.23	\$12,011.18	\$12,611.75	\$13,242.33	\$13,904.45	\$14,599.68	\$15,329.67
Police Chief **	Contract		\$13,358.70				\$17,427.09			
Police Crime and Intelligence Analyst *	Base	PS	\$5,227.54	\$5,488.93	\$5,763.37	\$6,051.54	\$6,354.11			
Police Lieutenant **	Base	PM	\$9,912.24	\$10,407.85	\$10,928.25	\$11,474.67	\$12,048.41	\$12,650.83	\$13,283.37	\$13,947.54
Police Officer **	Base	P	\$5,955.46	\$6,253.23	\$6,565.89	\$6,894.19	\$7,238.90	\$7,600.84	\$7,980.89	
Police Officer Recruit (Non-Safety)	Base		\$5,359.91							
Police Records Manager *	120	MM	\$5,230.43	\$5,491.95	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Police Records Specialist *	Base	P	\$3,479.41	\$3,653.35	\$3,836.03	\$4,027.83	\$4,229.23			
Police Records Supervisor	Base	PS	\$4,903.78	\$5,148.95	\$5,406.41	\$5,676.76	\$5,960.60			
Police Sergeant **	Base	PS	\$7,166.07	\$7,524.38	\$7,900.60	\$8,295.63	\$8,710.42	\$9,145.94	\$9,603.24	\$10,083.40
Pool Facility Technician	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Principal Civil Engineer *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Principal Planner *	136	MM	\$7,764.60	\$8,152.83	\$8,560.48	\$8,988.50	\$9,437.92	\$9,673.87		
Principal Utilities Civil Engineer *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Public Works Director *	Contract		\$10,740.71				\$13,982.76			
Public Works O&M Infrastructure Admin	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Purchasing Manager *	123	MM	\$5,632.60	\$5,914.23	\$6,209.94	\$6,520.44	\$6,846.46	\$7,017.62		
Recreation Coordinator	36	GS	\$3,302.37	\$3,467.49	\$3,640.87	\$3,822.92	\$4,014.07	\$4,214.77		
Recreation Superintendent *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Recreation Supervisor	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Redevelopment & Housing Analyst I *	120	MM	\$5,230.44	\$5,491.96	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Redevelopment & Housing Analyst II *	124	MM	\$5,773.42	\$6,062.09	\$6,365.19	\$6,683.45	\$7,017.63	\$7,193.07		

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CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Redevelopment Manager *	136	MM	\$7,764.60	\$8,152.83	\$8,560.48	\$8,988.50	\$9,437.92	\$9,673.87		
Secretary to City Manager		C	\$4,407.21	\$4,627.58	\$4,858.96	\$5,101.91	\$5,357.00	\$5,624.85		
Senior Accountant *	125	MM	\$5,917.75	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.89		
Senior Application Analyst *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Senior Associate Civil Engineer *	134	MM	\$7,390.47	\$7,759.99	\$8,147.99	\$8,555.38	\$8,983.16	\$9,207.74		
Senior Building Inspector	57	GS	\$5,546.60	\$5,823.93	\$6,115.13	\$6,420.88	\$6,741.92	\$7,079.02		
Senior Building Plans Examiner	58	GS	\$5,685.27	\$5,969.53	\$6,268.00	\$6,581.41	\$6,910.47	\$7,256.00		
Senior Center Manager *	120	MM	\$5,230.44	\$5,491.96	\$5,766.54	\$6,054.87	\$6,357.62	\$6,516.56		
Senior Civil Engineer *	138	MM	\$8,157.68	\$8,565.56	\$8,993.85	\$9,443.53	\$9,915.72	\$10,163.61		
Senior Construction Project Manager *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Senior Engineering Assistant	58	GS	\$5,685.27	\$5,969.53	\$6,268.00	\$6,581.41	\$6,910.47	\$7,256.00		
Senior Equipment Mechanic	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Senior Human Resources Analyst		C	\$6,802.78	\$7,142.92	\$7,500.06	\$7,875.06	\$8,268.82	\$8,475.54		
Senior Maintenance Worker	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Senior Management Analyst *	131	MM	\$6,862.77	\$7,205.91	\$7,566.21	\$7,944.52	\$8,341.75	\$8,550.30		
Senior Planner *	132	MM	\$7,034.34	\$7,386.07	\$7,755.35	\$8,143.13	\$8,550.29	\$8,764.05		
Senior Police Records Specialist *	Base	P	\$3,827.34	\$4,018.70	\$4,219.64	\$4,430.64	\$4,652.18			
Senior Signs and Markings Technician	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Senior Systems Analyst *	132	MM	\$7,034.34	\$7,386.06	\$7,755.36	\$8,143.13	\$8,550.30	\$8,764.05		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$5,973.08	\$6,271.74	\$6,585.32	\$6,914.59	\$7,260.32	\$7,623.34		
Senior Tree Trimmer	45	GS	\$4,124.21	\$4,330.42	\$4,546.93	\$4,774.29	\$5,013.00	\$5,263.65		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$5,150.56	\$5,408.10	\$5,678.50	\$5,962.43	\$6,260.55	\$6,573.57		
Senior Utilities Maintenance Worker (Water)	54	GS	\$5,150.56	\$5,408.10	\$5,678.50	\$5,962.43	\$6,260.55	\$6,573.57		
Senior Water Pollution Control Operator	67	GS	\$7,100.12	\$7,455.12	\$7,827.87	\$8,219.27	\$8,630.24	\$9,061.75		
Senior Water System Operator	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$6,926.94	\$7,273.28	\$7,636.94	\$8,018.79	\$8,419.73	\$8,840.71		
Signs and Markings Tech I	39	GS	\$3,556.28	\$3,734.10	\$3,920.81	\$4,116.85	\$4,322.69	\$4,538.83		
Signs and Markings Tech II	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Social Services Manager *	132	MM	\$7,034.34	\$7,386.07	\$7,755.35	\$8,143.13	\$8,550.29	\$8,764.05		
Sports Manager *	125	MM	\$5,917.75	\$6,213.64	\$6,524.32	\$6,850.54	\$7,193.06	\$7,372.89		
Stock Clerk	32	GS	\$2,991.78	\$3,141.37	\$3,298.44	\$3,463.36	\$3,636.53	\$3,818.35		
Storekeeper	35	GS	\$3,221.82	\$3,382.92	\$3,552.06	\$3,729.66	\$3,916.15	\$4,111.96		
Traffic Signal / Street Lighting Technician	56	GS	\$5,411.32	\$5,681.88	\$5,965.98	\$6,264.27	\$6,577.49	\$6,906.36		
Transportation Engineer *	134	MM	\$7,390.47	\$7,759.99	\$8,147.99	\$8,555.38	\$8,983.16	\$9,207.74		
Treatment Plant Mechanic	54	GS	\$5,150.56	\$5,408.10	\$5,678.50	\$5,962.43	\$6,260.55	\$6,573.57		
Tree Trimmer I	39	GS	\$3,556.28	\$3,734.10	\$3,920.81	\$4,116.85	\$4,322.69	\$4,538.83		
Tree Trimmer II	43	GS	\$3,925.47	\$4,121.75	\$4,327.84	\$4,544.24	\$4,771.45	\$5,010.02		
Underground Utility Service Locator	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Utilities Maintenance Supervisor	53	GS	\$5,024.94	\$5,276.19	\$5,540.00	\$5,817.00	\$6,107.85	\$6,413.24		
Utilities Maintenance Worker I	37	GS	\$3,384.93	\$3,554.18	\$3,731.89	\$3,918.48	\$4,114.40	\$4,320.12		
Utilities Maintenance Worker II	42	GS	\$3,829.73	\$4,021.23	\$4,222.28	\$4,433.40	\$4,655.06	\$4,887.82		
Utilities Maintenance Worker III (Sewer)	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Utilities Maintenance Worker III (Water)	46	GS	\$4,227.31	\$4,438.68	\$4,660.61	\$4,893.64	\$5,138.32	\$5,395.24		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Utilities Maintenance Worker IV (Water)	50	GS	\$4,666.16	\$4,899.47	\$5,144.44	\$5,401.66	\$5,671.74	\$5,955.33		
Wastewater Systems Administrator *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Water / Wastewater Instrumental Technician	62	GS	\$6,275.47	\$6,589.24	\$6,918.70	\$7,264.64	\$7,627.87	\$8,009.26		
Water Pollution Control Facility Superintendent *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Water Pollution Control O-I-T	40	GS	\$3,645.20	\$3,827.46	\$4,018.82	\$4,219.77	\$4,430.76	\$4,652.30		
Water Pollution Control Operator I	51	GS	\$4,782.82	\$5,021.96	\$5,273.06	\$5,536.71	\$5,813.54	\$6,104.22		
Water Pollution Control Operator II	55	GS	\$5,279.33	\$5,543.30	\$5,820.46	\$6,111.48	\$6,417.05	\$6,737.91		
Water Pollution Control Operator III	59	GS	\$5,827.40	\$6,118.76	\$6,424.70	\$6,745.93	\$7,083.24	\$7,437.40		

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CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Water Pollution Control Operator IV	63	GS	\$6,432.35	\$6,753.97	\$7,091.66	\$7,446.24	\$7,818.55	\$8,209.48		
Water Systems Administrator *	141	MM	\$8,784.94	\$9,224.17	\$9,685.39	\$10,169.66	\$10,678.15	\$10,945.10		
Water Systems Operator I	40	GS	\$3,645.20	\$3,827.46	\$4,018.82	\$4,219.77	\$4,430.76	\$4,652.30		

* Employee pays PERS Misc. Member Contribution of 8%

** Employee pays PERS Safety Member Contribution of 9%

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

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

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

CLASSIFICATION			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	#VALUE!	26.41	27.73	29.12	30.57	31.34		
Accountant II *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Accounting Technician	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Administrative Clerk I	28	GS	15.64	16.42	17.24	18.10	19.01	19.96		
Administrative Clerk II	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Administrative Clerk III	36	GS	19.05	20.01	21.01	22.06	23.16	24.32		
Administrative Secretary	42	GS	22.10	23.20	24.36	25.58	26.86	28.20		
Administrative Supervisor	47	GS	25.00	26.25	27.56	28.94	30.39	31.91		
Aquatics Coordinator	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Aquatics Supervisor	48	GS	25.62	26.90	28.25	29.66	31.15	32.70		
Assistant Engineer *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Assistant Planner *	118	MM	26.42	27.75	29.13	30.59	32.12	32.92		
Associate Civil Engineer *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Associate Engineer *	127	MM	33.00	34.65	36.38	38.20	40.11	41.11		
Associate Planner *	124	MM	30.64	32.18	33.79	35.47	37.25	38.18		
Asst City Manager/Comm & Econ Dev Dir *	Contract		70.87				90.98			
Building Inspection Services Manager *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Building Inspector I	49	GS	26.26	27.58	28.96	30.40	31.92	33.52		
Building Inspector II	53	GS	28.99	30.44	31.96	33.56	35.24	37.00		
Chief Building Official *	140	MM	45.49	47.77	50.15	52.66	55.30	56.68		
Chief Collection Systems Operator *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Chief Plant Operator *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Chief Project Engineer *	145	MM	51.47	54.04	56.74	59.58	62.56	64.13		
Chief Water Systems Operator *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Children's Librarian II *	118	MM	26.42	27.75	29.13	30.59	32.12	32.92		
City Clerk *	Contract		40.50				56.25			
City Engineer *	145	MM	51.47	54.04	56.74	59.58	62.56	64.13		
City Manager *	Contract						121.16			
Code Compliance Officer I	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Code Compliance Officer II	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Community Development Clerk I	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Community Development Clerk II	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Community Development Director *	Contract		50.58				73.30			
Community Development Technician I	42	GS	22.10	23.20	24.36	25.58	26.86	28.20		
Community Development Technician II	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Community Risk Reduction Specialist I	Base	F	26.42	27.74	29.13	30.58	32.11	0.00		
Community Risk Reduction Specialist II	Base	F	28.41	29.83	31.32	32.88	34.53	0.00		
Community Risk Reduction Specialist Senior	Base	F	30.54	32.06	33.67	35.35	37.12	0.00		
Community Services Director	Contract		54.52	0.00	0.00	0.00	69.78	0.00		

CITY OF WOODLAND - SALARY SCHEDULE

Effective February 1, 2020

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Community Services Officer *	Base	P	20.81	21.85	22.94	24.09	25.29	26.56		
Community Services Program Manager *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Conservation Coordinator	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Construction Project Manager *	129	MM	34.67	36.40	38.22	40.14	42.14	43.20		
Crime Prevention Specialist *	Base	P	20.81	21.85	22.94	24.09	25.29	26.56		
Deputy Director of Community Development *	Contract		57.27				73.43			
Deputy Fire Chief	Flat	FM	59.79	62.78	65.92	69.22	73.27			
Economic Development Manager *	136	MM	41.21	43.27	45.44	47.71	50.09	51.35		
Electrical / Signs & Markings Supervisor	67	GS	40.96	43.01	45.16	47.42	49.79	52.28		
Electrician's Assistant	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Engineering Aide I	33	GS	17.69	18.58	19.51	20.48	21.50	22.58		
Engineering Aide II	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Engineering Assistant	56	GS	31.22	32.78	34.42	36.14	37.95	39.85		
Engineering Technician I	44	GS	23.21	24.37	25.59	26.87	28.22	29.63		
Engineering Technician II	48	GS	25.62	26.90	28.25	29.66	31.15	32.70		
Engineering Technician III	52	GS	0.00	0.00	0.00	0.00	0.00	0.00		
Environmental Compliance Inspector I	39	GS	20.52	21.54	22.62	23.75	24.94	26.19		
Environmental Compliance Inspector II	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Environmental Compliance Specialist	49	GS	26.26	27.58	28.96	30.40	31.92	33.52		
Environmental Resources Analyst *	127	MM	33.00	34.65	36.38	38.20	40.11	41.11		
Environmental Sustainability Manger *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Equipment Service Clerk	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Equipment Service Worker	34	GS	18.13	19.04	19.99	20.99	22.04	23.14		
Executive Assistant - Confidential		C	24.79	26.03	27.33	28.70	30.13	31.64		
Facility Maintenance Worker I	35	GS	18.59	19.52	20.49	21.52	22.59	23.72		
Facility Maintenance Worker II	41	GS	21.56	22.63	23.77	24.95	26.20	27.51		
Facility Maintenance Worker III	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Finance Clerk I	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Finance Clerk II	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Finance Clerk III	41	GS	21.56	22.63	23.77	24.95	26.20	27.51		
Finance Director *	Contract		55.17	0.00	0.00	0.00	70.82	0.00		
Finance Officer *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Finance Specialist	41	GS	21.56	22.63	23.77	24.95	26.20	27.51		
Finance Supervisor	54	GS	29.72	31.20	32.76	34.40	36.12	37.93		
Financial Services Manager	136	MM	41.21	43.27	45.44	47.71	50.09	51.35		
Fire Battalion Chief	Flat	FM	52.42	55.04	57.79	60.68	63.71	0.00		
Fire Captain	Base	F	41.87	43.97	46.17	48.47	50.90	0.00		
Fire Chief **	Contract		65.23	0.00	0.00	0.00	84.71	0.00		
Fire Engineer	Base	F	36.34	38.16	40.07	42.07	44.17	0.00		
Fire Marshal	Flat	FM	52.42	55.04	57.79	60.68	63.71	0.00		
Fire Prevention Specialist I	Base	F	26.42	27.74	29.13	30.58	32.11	0.00		
Fire Prevention Specialist II	Base	F	28.41	29.83	31.32	32.88	34.53	0.00		
Firefighter	Base	F	32.02	33.62	35.30	37.07	38.92	0.00		
Firefighter Recruit	Base	F	28.82	0.00	0.00	0.00	0.00	0.00		
Fleet & Facilities Manager *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
GIS Analyst	62	GS	36.21	38.02	39.92	41.91	44.01	46.21		
GIS Technician I	49	GS	26.26	27.58	28.96	30.40	31.92	33.52		
GIS Technician II	53	GS	28.99	30.44	31.96	33.56	35.24	37.00		
Heavy Equipment Mechanic	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Human Resources Analyst I		C	30.16	31.67	33.26	34.92	36.67	37.58		
Human Resources Analyst II		C	34.13	35.83	37.63	39.51	41.48	42.52		
Human Resources Clerk		C	19.04	20.00	21.00	22.04	23.15	24.30		

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CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Human Resources Manager		C	48.19	50.60	53.13	55.79	58.58	60.04		
Human Resources Technician I		C	22.64	23.77	24.96	26.20	27.51	28.89		
Human Resources Technician II		C	25.24	26.50	27.83	29.22	30.68	32.21		
Industrial Electrical/Electronics Technician	58	GS	32.80	34.44	36.16	37.97	39.87	41.86		
Information Technology Analyst	60	GS	34.46	36.18	37.99	39.89	41.89	43.98		
Information Technology Manager *	138	MM	43.30	45.46	47.74	50.12	52.63	53.95		
Information Technology Technician I	48	GS	25.62	26.90	28.25	29.66	31.15	32.70		
Information Technology Technician II	52	GS	28.28	29.70	31.18	32.74	34.38	36.10		
Infrastructure O & M Superintendent *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Junior Engineer *	121	MM	28.46	29.88	31.37	32.94	34.59	35.45		
Junior Planner *	113	MM	23.36	24.52	25.75	27.04	28.39	29.10		
Laboratory & Environmental Compliance Mgr *	129	MM	34.67	36.40	38.22	40.14	42.14	43.20		
Laboratory Supervisor *	127	MM	33.00	34.65	36.38	38.20	40.11	41.11		
Laboratory Technician I	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Laboratory Technician II	47	GS	25.00	26.25	27.56	28.94	30.39	31.91		
Librarian I *	114	MM	23.94	25.14	26.39	27.71	29.10	29.83		
Librarian II *	118	MM	26.42	27.75	29.13	30.59	32.12	32.92		
Librarian III *	122	MM	29.17	30.63	32.16	33.77	35.45	36.34		
Library Services Director *	Contract		42.49				54.55			
Library Technical Assistant I	29	GS	16.03	16.83	17.67	18.55	19.48	20.46		
Library Technical Assistant II	33	GS	17.69	18.58	19.51	20.48	21.50	22.58		
Library Technical Assistant III	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		
Light Equipment Mechanic	41	GS	21.56	22.63	23.77	24.95	26.20	27.51		
Literacy Coordinator	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Maintenance Supervisor	53	GS	28.99	30.44	31.96	33.56	35.24	37.00		
Maintenance Worker I	35	GS	18.59	19.52	20.49	21.52	22.59	23.72		
Maintenance Worker II	40	GS	21.03	22.08	23.19	24.35	25.56	26.84		
Maintenance Worker III	44	GS	23.21	24.37	25.59	26.87	28.22	29.63		
Management Analyst I *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Management Analyst II *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Marketing and Business Relations Specialist *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Meter Services Technician	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Office Manager *	115	MM	24.54	25.76	27.05	28.41	29.83	30.57		
Operations and Maintenance Superintendent *	137	MM	42.24	44.36	46.57	48.90	51.35	52.63		
Park Maintenance Technician	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Park Maintenance Worker I	35	GS	18.59	19.52	20.49	21.52	22.59	23.72		
Park Maintenance Worker II	39	GS	20.52	21.54	22.62	23.75	24.94	26.19		
Park Maintenance Worker III	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Park Planner *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Park Superintendent *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Park Supervisor	51	GS	27.59	28.97	30.42	31.94	33.54	35.22		
Planning Manager *	140	MM	45.49	47.77	50.15	52.66	55.30	56.68		
Police Captain **	Base	PM	57.83	60.72	63.75	66.94	70.29	73.80	77.49	81.37
Police Chief **	Contract		77.07				100.54			
Police Crime and Intelligence Analyst *	Base	PS	27.75	29.13	30.59	32.12	33.73			
Police Lieutenant **	Base	PM	52.61	55.24	58.00	60.91	63.95	67.15	70.51	74.03
Police Officer **	Base	P	31.61	33.19	34.85	36.59	38.42	40.34	42.36	0.00
Police Officer Recruit (Non-Safety)	Base		28.45							
Police Records Manager *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Police Records Specialist *	Base	P	18.47	19.39	20.36	21.38	22.45			
Police Records Supervisor	Base	PS	26.03	27.33	28.70	30.13	31.64			
Police Sergeant **	Base	PS	38.04	39.94	41.93	44.03	46.23	48.54	50.97	53.52

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CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Pool Facility Technician	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Principal Civil Engineer *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Principal Planner *	136	MM	41.21	43.27	45.44	47.71	50.09	51.35		
Principal Utilities Civil Engineer *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Public Works Director *	Contract		57.01				74.22			
Public Works O&M Infrastructure Admin	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Purchasing Manager *	123	MM	29.90	31.39	32.96	34.61	36.34	37.25		
Recreation Coordinator	36	GS	19.05	20.01	21.01	22.06	23.16	24.32		
Recreation Superintendent *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Recreation Supervisor	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Redevelopment & Housing Analyst I *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Redevelopment & Housing Analyst II *	124	MM	30.64	32.18	33.79	35.47	37.25	38.18		
Redevelopment Manager *	136	MM	41.21	43.27	45.44	47.71	50.09	51.35		
Secretary to City Manager		C	25.43	26.70	28.03	29.43	30.91	32.45		
Senior Accountant *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Senior Application Analyst *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Senior Associate Civil Engineer *	134	MM	39.23	41.19	43.25	45.41	47.68	48.87		
Senior Building Inspector	57	GS	32.00	33.60	35.28	37.04	38.90	40.84		
Senior Building Plans Examiner	58	GS	32.80	34.44	36.16	37.97	39.87	41.86		
Senior Center Manager *	120	MM	27.76	29.15	30.61	32.14	33.74	34.59		
Senior Civil Engineer *	138	MM	43.30	45.46	47.74	50.12	52.63	53.95		
Senior Construction Project Manager *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Senior Engineering Assistant	58	GS	32.80	34.44	36.16	37.97	39.87	41.86		
Senior Equipment Mechanic	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Senior Human Resources Analyst		C	39.25	41.21	43.27	45.43	47.71	48.90		
Senior Maintenance Worker	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Senior Management Analyst *	131	MM	36.43	38.25	40.16	42.17	44.28	45.38		
Senior Planner *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Senior Police Records Specialist *	Base	P	22.08	23.19	24.34	25.56	26.84	0.00		
Senior Signs and Markings Technician	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Senior Systems Analyst *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Senior Traffic Signal/Street Lighting Tech	60	GS	34.46	36.18	37.99	39.89	41.89	43.98		
Senior Tree Trimmer	45	GS	23.79	24.98	26.23	27.54	28.92	30.37		
Senior Utilities Maintenance Worker (Sewer)	54	GS	29.72	31.20	32.76	34.40	36.12	37.93		
Senior Utilities Maintenance Worker (Water)	54	GS	29.72	31.20	32.76	34.40	36.12	37.93		
Senior Water Pollution Control Operator	67	GS	40.96	43.01	45.16	47.42	49.79	52.28		
Senior Water System Operator	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Senior Water/Wastewater Instrumentation Tech	66	GS	39.96	41.96	44.06	46.26	48.58	51.01		
Signs and Markings Tech I	39	GS	20.52	21.54	22.62	23.75	24.94	26.19		
Signs and Markings Tech II	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Social Services Manager *	132	MM	37.34	39.20	41.16	43.22	45.38	46.52		
Sports Manager *	125	MM	31.41	32.98	34.63	36.36	38.18	39.13		
Stock Clerk	32	GS	17.26	18.12	19.03	19.98	20.98	22.03		
Storekeeper	35	GS	18.59	19.52	20.49	21.52	22.59	23.72		
Traffic Signal / Street Lighting Technician	56	GS	31.22	32.78	34.42	36.14	37.95	39.85		
Transportation Engineer *	134	MM	39.23	41.19	43.25	45.41	47.68	48.87		
Treatment Plant Mechanic	54	GS	29.72	31.20	32.76	34.40	36.12	37.93		
Tree Trimmer I	39	GS	20.52	21.54	22.62	23.75	24.94	26.19		
Tree Trimmer II	43	GS	22.65	23.78	24.97	26.22	27.53	28.90		
Underground Utility Service Locator	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Utilities Maintenance Supervisor	53	GS	28.99	30.44	31.96	33.56	35.24	37.00		
Utilities Maintenance Worker I	37	GS	19.53	20.51	21.53	22.61	23.74	24.92		

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CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Utilities Maintenance Worker II	42	GS	22.10	23.20	24.36	25.58	26.86	28.20		
Utilities Maintenance Worker III (Sewer)	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Utilities Maintenance Worker III (Water)	46	GS	24.39	25.61	26.89	28.23	29.64	31.13		
Utilities Maintenance Worker IV (Sewer)	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Utilities Maintenance Worker IV (Water)	50	GS	26.92	28.27	29.68	31.16	32.72	34.36		
Wastewater Systems Administrator *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Water / Wastewater Instrumental Technician	62	GS	36.21	38.02	39.92	41.91	44.01	46.21		
Water Pollution Control Facility Superintendent *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Water Pollution Control O-I-T	40	GS	21.03	22.08	23.19	24.35	25.56	26.84		
Water Pollution Control Operator I	51	GS	27.59	28.97	30.42	31.94	33.54	35.22		
Water Pollution Control Operator II	55	GS	30.46	31.98	33.58	35.26	37.02	38.87		
Water Pollution Control Operator III	59	GS	33.62	35.30	37.07	38.92	40.87	42.91		
Water Pollution Control Operator IV	63	GS	37.11	38.97	40.91	42.96	45.11	47.36		
Water Systems Administrator *	141	MM	46.63	48.96	51.41	53.98	56.68	58.09		
Water Systems Operator I	40	GS	21.03	22.08	23.19	24.35	25.56	26.84		
Water Systems Operator II	45	GS	0.00	0.00	0.00	0.00	0.00	0.00		

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES

	A STEP	B STEP	C STEP	D STEP	E STEP
Activity Leader I	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
Activity Leader II	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75
Activity Manager	\$14.25	\$14.50	\$14.75	\$15.00	\$15.25
Cashier	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
Counselor	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
Intern	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00
Library Page	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
Lifeguard / Aide	\$14.25	\$14.50	\$14.75	\$15.00	\$15.25
Lifeguard / Instructor	\$14.75	\$15.00	\$15.25	\$15.50	\$15.75
Pool Manager	\$16.00	\$16.25	\$16.50	\$16.75	\$17.00
Recreation Facility Aide	\$15.75	\$16.00	\$16.25	\$16.50	\$16.75
Special Program Coordinator	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50
Swim Instructor Aide	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00

Approved by City Council: Jan 7, 2020

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

After

		A STEP	B STEP	C STEP	D STEP	E STEP
Activity Leader I		\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
Activity Leader II		\$13.75	\$14.00	\$14.25	\$14.50	\$14.75
Activity Manager		\$14.25	\$14.50	\$14.75	\$15.00	\$15.25
Cashier		\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
Counselor		\$13.00	\$13.25	\$13.50	\$13.75	\$14.00
Intern		13.00	13.50	14.00	14.50	15.00
Library Page		13.00	13.25	13.50	13.75	14.00
Lifeguard / Aide		\$14.25	\$14.50	\$14.75	\$15.00	\$15.25
Lifeguard / Instructor		\$14.75	\$15.00	\$15.25	\$15.50	\$15.75
Pool Manager		\$16.00	\$16.25	\$16.50	\$16.75	\$17.00
Recreation Facility Aide		\$15.75	\$16.00	\$16.25	\$16.50	\$16.75
Special Program Coordinator		\$15.50	\$15.75	\$16.00	\$16.25	\$16.50



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: J.18.
SUBJECT: Presentation on City's Code Enforcement Program

Recommendation for Action: Staff recommends that the City Council receive a report on the City's Code Enforcement Program.

Staff Contact:

Joel Luevano, Chief Building Official, (530) 661-5825, joel.luevano@cityofwoodland.org

Fiscal Impact:

This item is informational and as such does not result in any direct fiscal impact.

Background:

Due to recent staffing changes and internal review of the City's Code Enforcement program, staff has recently implemented several changes in order to enhance code enforcement activities. This report is intended to provide the City Council and public with an overview of the program, highlighting recent changes.

Code Enforcement Officer Mini Garcia and Community Development Intern, Kelsey Bean have been instrumental in developing and implementing these program enhancements and actively working to address the backlog of code violations. They will provide a details on these changes as well as current status of the program, coordination with other city departments, and tools being developed to better inform community members on how to report various violations they notice throughout the community.

Conclusion:

Staff recommends that the City Council receive a report on the current status of and ongoing improvements to the City's Code Enforcement Program.

Prepared By: Joel Luevano, Chief Building Official

Reviewed By: Stephen Coyle, Deputy Community Development Director


Paul Navazio
City Manager

Attachments:

1. Woodland Code Enforcement Manual 10.25.18
2. COW Administrative Code Enforcement



CODE ENFORCEMENT MANUAL

10-25-18

INTRODUCTION

The City of Woodland recently amended its Municipal Code provisions and procedures regarding code enforcement. The objectives of the amended provisions are as follows:

- To give the City access to all available code enforcement tools and cost recovery mechanisms.
- To streamline and consolidate procedures for code enforcement, hearings and appeals.
- To develop procedures for hearings and appeals that comply with case law and case law trends.

This manual is designed to provide an overview of the City's code enforcement processes along with explanations of the procedures involved with each process. Throughout the manual, there are references to sample forms. These forms can be found in Section 7. All references to "days" in this Manual are to calendar days.

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SECTION 1

CRIMINAL ENFORCEMENT: INFRACTIONS, MISDEMEANORS AND WOBBLERS

OVERVIEW:

The City may enforce the Municipal Code with criminal sanctions by charging violators with either an infraction or a misdemeanor. Infractions and misdemeanors are distinguished by their penalties. Infractions are punishable by fines, which increase in relation to the number of violations. Misdemeanors are punishable by up to six months of county jail time, a \$1,000 fine, or both.

Other notable differences are the requirements for prosecuting a misdemeanor versus an infraction. Since a misdemeanor is punishable by jail time, the defendant is entitled to a jury trial and a public defender. Also, the City Attorney is often required to prosecute misdemeanors, while code enforcement officers can prosecute infractions. So, generally, prosecuting an infraction will be less costly.

The advantage to prosecuting a misdemeanor is that it may produce better results for the City. The defendant can be put on probation and ordered to correct the violation or pay the cost of abatement. If convicted of the misdemeanor and sentenced to jail time, the defendant can also be ordered to labor on public property or works in the City.

A variation of the misdemeanor/infraction distinction is the “wobbler.” A wobbler is an offense that can be charged and prosecuted as either a misdemeanor or infraction in the discretion of the City Attorney. This type of classification provides more flexibility to the City when deciding whether a particular defendant is likely to comply or may need terms of probation imposed. The Municipal Code provides that, unless expressly made an infraction or misdemeanor, all violations are wobblers.

In considering whether to utilize infractions or misdemeanors to enforce the Municipal Code, keep in mind that both come with serious negative connotations. Citizens convicted of misdemeanor violations, for example, will have to report such convictions on job and housing applications. While all Code violations can be prosecuted criminally, not all violations require such measures to gain compliance. The code enforcement program should be viewed as another positive aspect of City government. Criminal sanctions are generally reserved for repeat offenders and egregious violations.

FREQUENTLY ASKED QUESTIONS:

How Will I Know if a Violation is an Infraction or a Misdemeanor?

The Municipal Code will tell you if a violation is a misdemeanor or an infraction. If the Code is silent, the violation is a wobbler.

What Do I Do When a Violation is a Wobbler?

If a violation is a wobbler, it may constitute either a misdemeanor or an infraction, at the discretion of the City Attorney.

How Do I Charge a Defendant with an Infraction?

- Any Enforcement Officer may issue a citation for an infraction to the Responsible Person (see Form A). (Non-peace officers should contact the City Attorney before using citation).
- To determine the fine amount, refer to the Infraction Fine Schedule.
- The recipient of the citation is then prosecuted for an infraction.
- If convicted, the recipient is fined according to the Infraction Fine Schedule.

INFRACTION FINE SCHEDULE*

	Code Provisions Generally
First violation	\$100.00
Second violation within one year	\$200.00
Additional violations within one year	\$500.00

*Check Municipal Code to determine applicable fine amounts and confirm that amounts are correct and up-to-date.

How Do I Charge a Defendant with a Misdemeanor?

- An Enforcement Officer also may issue a written misdemeanor citation to the Responsible Person (see Form B). (Non-peace officers should contact City Attorney before using citation).
- The City Attorney will prosecute the violator.
- If convicted, the violator may be punished by a fine not exceeding one thousand dollars, imprisonment for a term not exceeding six months, or both.
- If imprisoned, the convicted person may be required to labor on public property or works within the City.

SECTION 2

CIVIL ENFORCEMENT: CIVIL ACTION, ATTORNEYS' FEES AND TREBLE COSTS

OVERVIEW:

The City may obtain Code compliance through civil enforcement. Upon the request of the City Council or staff, the City Attorney may institute a civil action to restrain, enjoin or abate Code violations. The City Attorney may also institute an action to collect a civil debt owed to the City, such as abatement expenses. Through a special procedure, the City may request attorneys' fees. Finally, for repeat offenders, the City may seek treble damages, meaning triple

the costs of the abatement.

FREQUENTLY ASKED QUESTIONS:

What if I Want to Bring a Civil Action to Enforce the Municipal Code?

- You must contact the City Attorney to inform him/her of the violations.
- Use Form C to document the violation(s) and request a civil action.
- The City Attorney will take the matter to the Council and will, if approved, file the action in court.

How Can the City Recover its Attorneys' Fees?

At the initiation of a civil action or administrative proceeding, the City may elect to seek recovery of its attorneys' fees. If the City so elects, the prevailing party will receive attorneys' fees. The amount of the fees awarded will be limited to the amount of attorneys' fees incurred by the City. This procedure allows the City to evaluate each case to determine the probability of success while simultaneously limiting the risk exposure in the event the City is not the prevailing party.

EXAMPLE

The City elects to seek attorneys' fees in a civil suit. The City incurs \$10,000 in attorneys' fees while the defendant incurs \$50,000. If the City wins, the defendant must pay the \$10,000 in attorneys' fees to the City along with the rest of the judgment. If the defendant wins, the City must only pay \$10,000 to the defendant in attorneys' fees, not \$50,000.

SECTION 3

ADMINISTRATIVE ENFORCEMENT: ADMINISTRATIVE CITATIONS AND SUMMARY ABATEMENT

OVERVIEW:

An administrative citation acts as a "fix-it" ticket. Any Enforcement Officer may address Code violations by issuing an administrative citation to the Responsible Person. For non-emergency health or safety violations, the administrative citation gives the Responsible Person an opportunity to correct the violation without having to pay any fines. Administrative citations represent an efficient way to enforce the Municipal Code.

Summary abatement allows the City to abate dangerous violations when the Responsible Person cannot be contacted or is noncompliant. Summary abatement can only be used where a condition is imminently dangerous to people or surrounding property and is limited to fixing only that imminently dangerous condition.

ADMINISTRATIVE CITATIONS – FREQUENTLY ASKED QUESTIONS:

How Do I Issue an Administrative Citation?

After a violation of the Municipal Code has been identified, any Enforcement Officer can issue an administrative citation to the Responsible Person:

ISSUING THE CITATION:

- Use Form D to issue an administrative citation.
- Each day or portion of a day that the violation exists constitutes a separate and distinct offense.
- Assess a fine according to the Fine Schedule - multiple infraction-level violations within one year result in higher fines.

Enforcement Officer: any officer or employee, including his or her designee, with the authority to enforce any or all of the Woodland Municipal Code, its adopted codes or applicable state codes (Section 14A-7-2)

ADMINISTRATIVE CITATION FINE SCHEDULE*

	Code Provisions Generally	Building and Safety Code Provisions
First infraction-level violation	\$100.00	\$100.00
Second above violation within one year	\$200.00	\$200.00
Additional above violations within one year	\$500.00	\$500.00
Misdemeanor-level violations	\$1,000.00	\$1,000.00

*Check Municipal Code to confirm that fine amounts are correct and up-to-date.

SERVING THE CITATION:

- You can serve the administrative citation by:
 - Personal Service
 - Service is effective upon personal delivery of the citation to the Responsible Person.
 - Service by Mail (if personal service is not possible)
 - Service is deemed effective 3 days after deposit of the citation in the US mail.
 - Service by Posting Notice (if personal and mail service are not effective)
 - Post in a conspicuous location on real property of the Responsible Person within the City.
 - Service is deemed effective as of the date the citation is actually posted.

What Happens After I Issue the Citation?

The Responsible Person has several options:

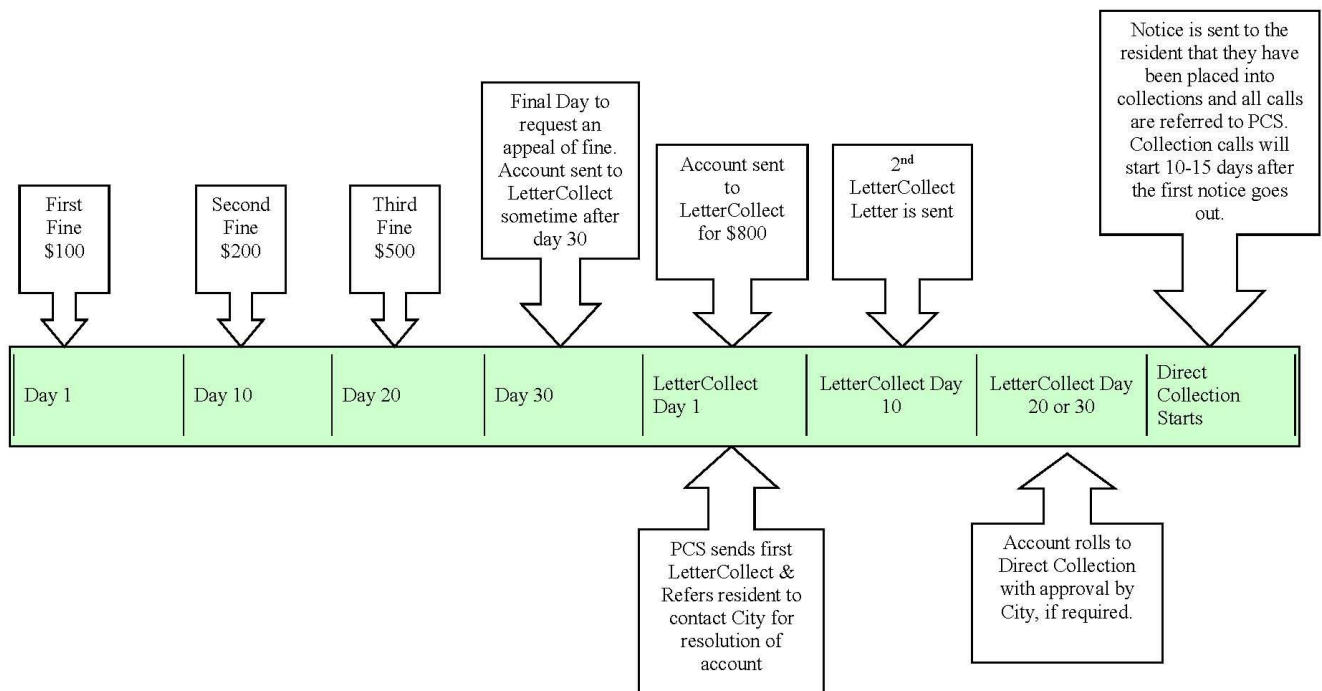
- Remedy the violation. For non-emergency health or safety violations, if the person corrects the violation before the correction date, no fine will be imposed.
- Pay the fine to the City within 15 days of the correction date - this does not excuse the condition or stop the City from taking further action to correct the violation.
 - If the Responsible Person fails to correct the violation noted in the citation by the correction date, you may issue subsequent citations for the same violation. The amount of the fine will increase as specified in the Fine Schedule.
- Appeal the administrative citation through the Administrative Hearing and Appeals Process (see Section 5).

Pacific Credit Services (PCS) Fine Recovery Service

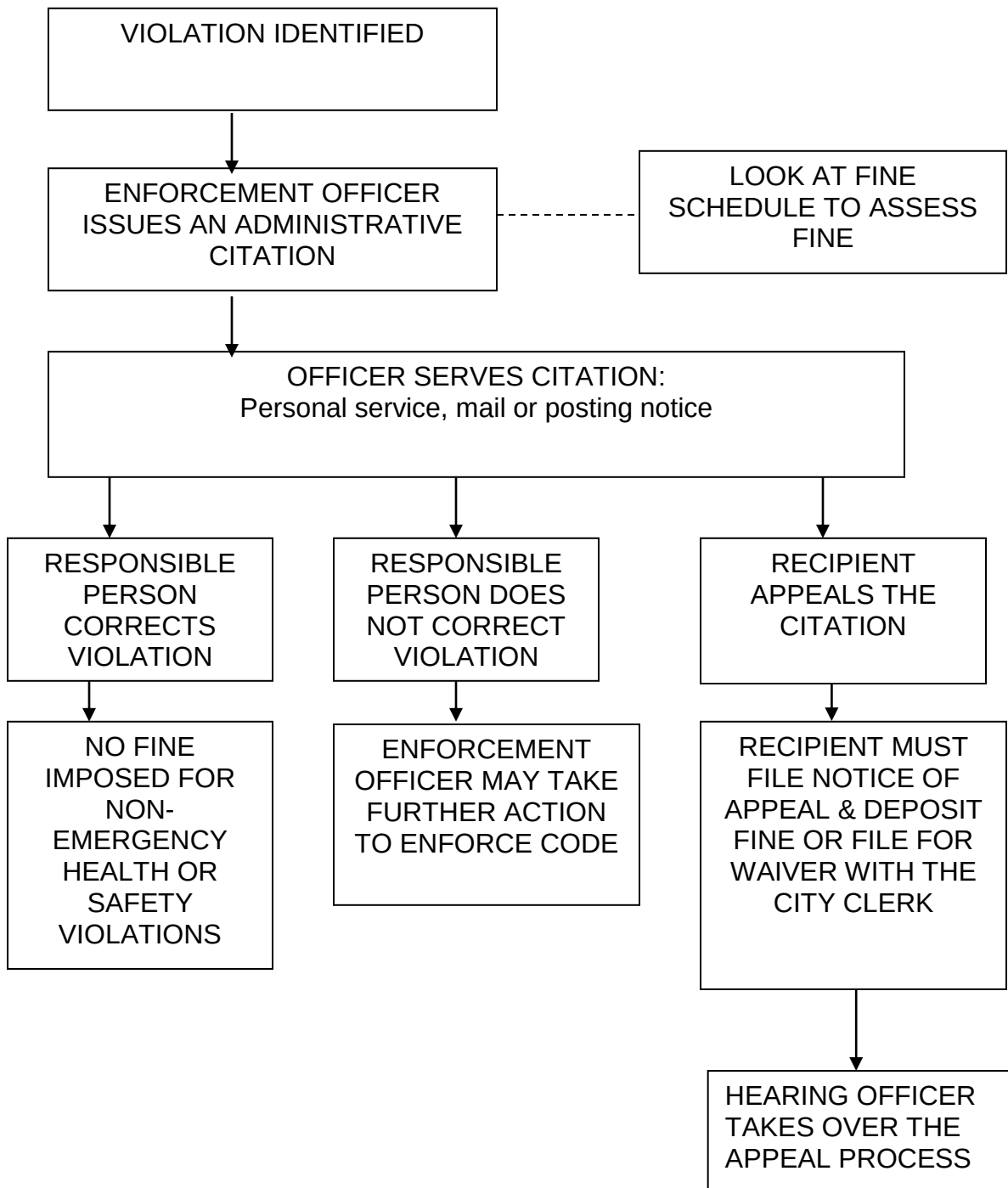
CDD established an account with PCS for contract debt collections, and the company can pursue those who continue to ignore fines. The success of code enforcement violation penalties depends in part on the ability to actually collect fines or for the violator to correct the violation.

The following text was added to citation notices:

“We regret to advise that unless payment is received by _____ this collection will be passed over to our debt collection agency. This could seriously affect your credit rating and therefore urge you contact us immediately to make payment or arrange an alternative before this date.”



FLOWCHART FOR ADMINISTRATIVE CITATION PROCESS



NUISANCE ABATEMENT – FREQUENTLY ASKED QUESTIONS:

How Do I Administratively Abate a Public Nuisance?

To administratively abate a public nuisance, please follow the procedures set forth in Chapter 14A to do so. Below is a short overview of the process. Please make sure to review the Municipal Code whenever abating a public nuisance as the Code contains specific noticing and other requirements that may depend on what violations you are abating.

ISSUE NOTICE TO ABATE THE NUISANCE:

- The first step is to issue a notice of nuisance. The notice must generally identify the violations at the subject property and inform the owner of the time period within which to correct the violations. The notice will also inform the owner he or she may file a request for a hearing before the City Clerk during the correction period. Form H is a sample form. It should be served as provided for in Sections 14A-2-1.
- If the owner fails to correct the violations within the time required and requests a hearing, continue to the next step of the abatement process. If the owner fails to request a hearing, skip to the “abate the nuisance” step.
- In addition, if the nuisance is related to real property, the notice of nuisance may be recorded against the property. Please contact the City Attorney for assistance with that process.

CONDUCT HEARING BEFORE CITY HEARING OFFICER:

- The second step is to conduct a hearing before a Hearing Officer regarding the nuisance. This hearing will be scheduled by the City Clerk. The property owner’s failure to attend the hearing does not prevent the hearing officer from declaring the property to be a public nuisance and directing the City to abate the nuisance. At the hearing, the Hearing Officer will make a written order and finding regarding the nuisance. The owner has 7 days to appeal this order to the City Council.

CONDUCT HEARING BEFORE CITY COUNCIL:

- The third step is to conduct a hearing before the City Council, if requested by the property owner or other person. The City Council’s decision is final (unless the owner files a lawsuit).

ABATE THE NUISANCE:

- The fourth step is to abate the nuisance conditions. Prior to abating the nuisance:
 - Contact the City Manager who will consult with the City Attorney.
 - Only after obtaining the approval of the City Manager and consulting with the City Attorney can you then abate the nuisance.
- After obtaining approval, the City may abate the nuisance.

Do not forget to <i>track all costs</i> associated with abatement- an itemized account is required.

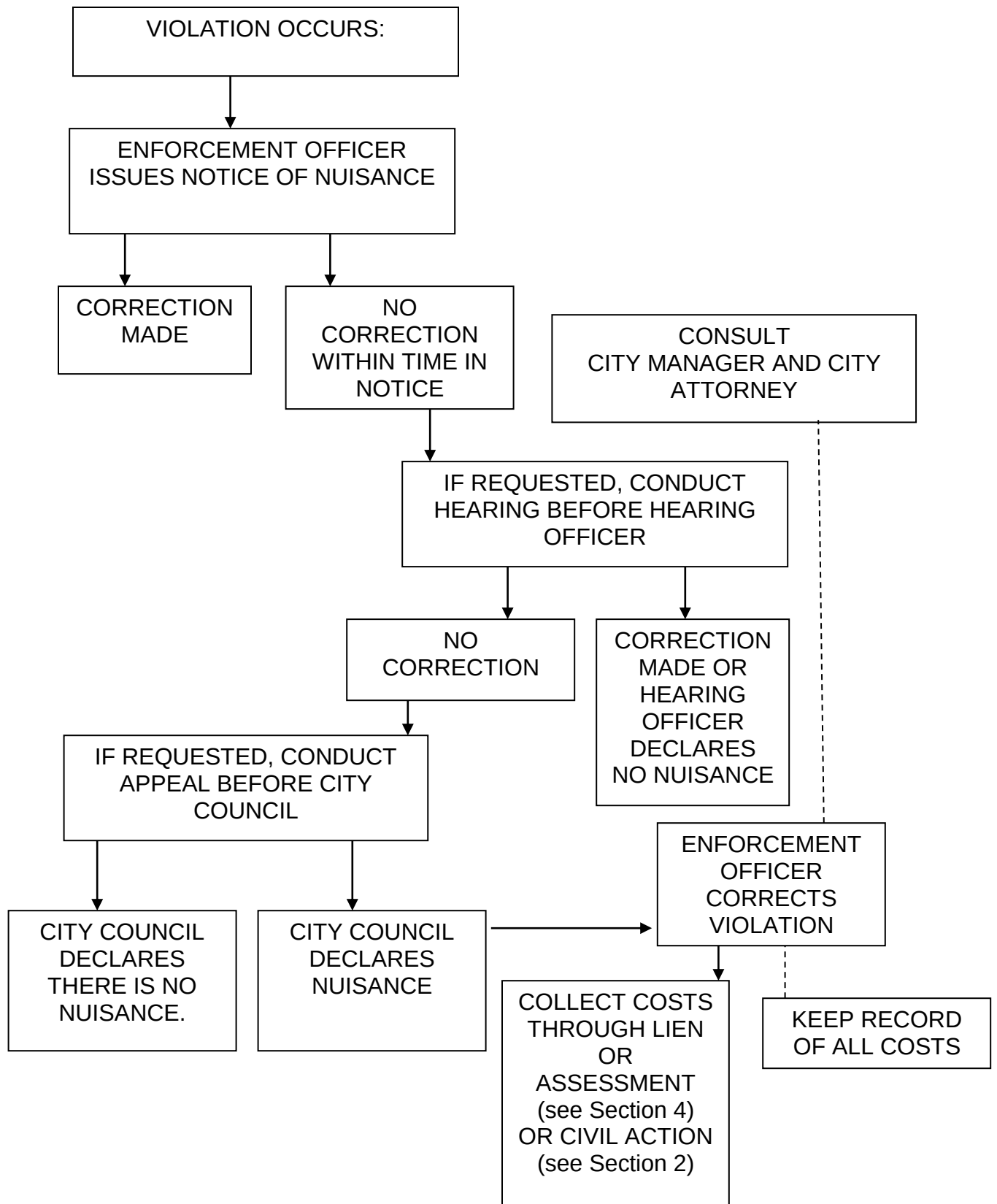
KEEP TRACK OF COSTS:

- You must keep an itemized account of costs incurred by the City in abating the nuisance; these costs are recoverable through a Civil Action (see Section 2) or Lien Procedure or Special Assessment Procedure (see Section 4).

Itemized Report may include abatement costs, fees and penalties for any number of properties and abatements (Form I).

Use Form I to keep track of these costs.

FLOWCHART FOR NUISANCE ABATEMENT



How Do I Abate an Imminently Dangerous Violation?

If you observe a violation that is imminently dangerous to life or property and requires immediate correction, you can pursue summary abatement with court approval. However, you must be prepared to prove that the condition was a pressing threat and you must follow all steps of summary abatement. These requirements should not be treated lightly.

PROVIDE NOTICE:

- You must attempt to make contact with the landowner or other Responsible Person through:
 - Personal interview
 - Telephone
- Use Form G to document all attempts to make contact.
- If you make contact, inform the Responsible Person of:
 - The danger created by the condition.
 - The requirement that the condition be immediately removed, repaired or isolated to prevent harm to people or property.
- If you do not make contact or the violation remains, continue to the next step of the summary abatement process.

ABATE THE CONDITION:

- If 72 hours have passed (or a lesser period if deemed necessary) and you have not made contact and/or the violation remains:
 - Contact the City Manager who will consult with the City Attorney.
 - Only after obtaining the approval of the City Manager and consulting with the City Attorney can you then take all necessary steps to remove or isolate the dangerous condition. This will involve obtaining an abatement warrant and appropriate court order,
- Remember to limit abatement to the imminently dangerous condition—DO NOT correct any other violations.

Do not forget to *track all costs* associated with summary abatement- an itemized account is required.

SECTION 4

COST RECOVERY TOOLS: LIENS AND SPECIAL ASSESSMENTS

OVERVIEW:

If the City abates a Code violation, it can recover the cost of abatement by putting a lien on the property or imposing a special assessment. Since these costs are recoverable, it is important to keep good records of the costs incurred during the abatement process.

A lien is a legal document generally recorded against real property to secure payment of a debt. If unpaid, a lien can lead to foreclosure of the property. A special assessment is a charge placed on a property tax bill and is collected with regular property taxes. It has the potential of becoming a lien if the person is delinquent in paying the assessment. If the special assessment becomes delinquent, the property may be sold by the tax collector after three (3) years. The same rules applicable to the levy, collection and enforcement of municipal taxes are applicable to special assessments.¹

Since a lien is recorded, future purchasers of the property are on notice of the debt. If the property is transferred to an innocent purchaser before the special assessment becomes delinquent, the assessment will be transferred to the unsecured roll for collection. As such, a lien is more secure than a special assessment in the event the property is sold.

FREQUENTLY ASKED QUESTIONS:

How Do I Use the Lien Process to Recover Abatement Costs?

- If the City abates a Code violation or other nuisance, charge the Responsible Person for the total cost of abatement.
 - Use Form I to charge the Responsible Person.
- If the Responsible Person does not pay, submit the Itemized Report (Form I) from the abatement process to the City Clerk.

At this point, the City Clerk takes over the Lien process:

- After receiving the Report, the City Clerk must serve Notice of the Lien (see Form L).
 - The lien must include street address, legal description AND the assessor's parcel number of the property on which the lien is to be imposed.
- Methods of Service:
 - Personal delivery
 - Leave at person's office during business hours or mailing address
 - Mail first class
 - If the person cannot be found after a diligent search, post a copy in a conspicuous place on the property for

¹ Special assessments, as discussed in this manual, should not be confused with special assessments imposed pursuant to Proposition 218, which follow different procedures.

Lien shall identify:

- Amount of the lien
- City as the agency imposing the lien
- Date of abatement order or citation
- Street address, legal description and assessor's parcel number of property on which lien is imposed
- Name and address or the record owner of the parcel

(Form K)

10 days AND publish in a newspaper of general circulation in Yolo County for a 10-day period, which begins on the first day the notice is published. Publication shall be made on each day on which the newspaper is published during the period.

- After serving notice, record the lien in the Yolo County recorder's office.
 - The County Recorder may impose a fee on the City to reimburse the costs of processing and recording the lien and providing notice to the property owner. However, the City may recover these costs as part of its foreclosure action to enforce the lien.
- If a lien is discharged, released or satisfied, the City Clerk must record notice of the discharge, containing the same information in the lien.

How Do I Use the Special Assessment Process to Recover the Costs of Abatement?

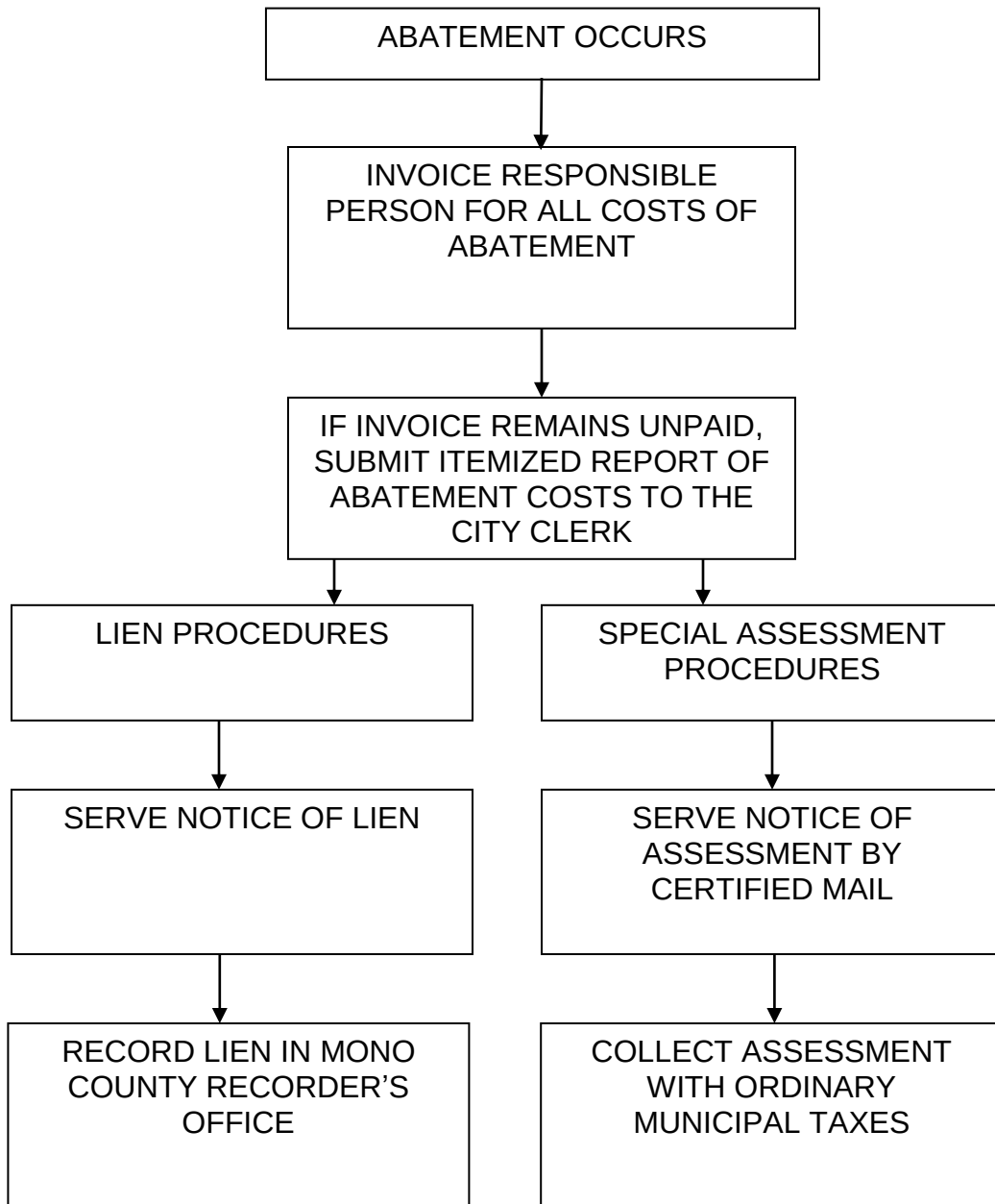
- If the City abates a Code violation or other nuisance, bill the Responsible Person for the total cost of abatement.
 - Use Form I to bill the Responsible Person.
- If the Responsible Person does not pay the invoice, submit the Itemized Report (Form I) from the abatement process to the City Clerk.

At this point, the City Clerk takes over the Assessment Process.

- Upon receiving the Report, the City Clerk shall serve notice by Certified Mail to the property owner.
- The notice shall impose the assessment and shall inform the property owner that the property may be sold after 3 years in the event of unpaid delinquent assessments (see Form M).
- The assessment will be collected at the same time as ordinary municipal taxes.
- If an innocent party purchases the property without notice of the assessment, he or she may be excused from paying it.

<i>Property owner is identified from the county assessor's or recorder's records</i>
--

FLOWCHART FOR LIEN AND SPECIAL ASSESSMENT PROCEDURES



SECTION 5 HEARINGS AND APPEALS

OVERVIEW:

The City Council will appoint hearing officers to hear challenges to administrative actions, such as the issuance of an administrative citation. While City employees may be hearing officers, the hearing officer cannot have had any responsibility for the investigation, prosecution or enforcement of the Code and have not had any personal involvement in the proceeding to be heard within the past twelve months or possess any disqualifying interest in the outcome of the proceeding. The contesting party is responsible for requesting the hearing.

FREQUENTLY ASKED QUESTIONS:

What if the Responsible Person Contests an Administrative Citation?

- The Contesting Party must complete a Notice of Appeal and Request for Hearing Form (Form E).
- The Contesting Party must file this form with the City Clerk within 15 days from the date of issuance of the administrative citation or other administrative action.
 - The Contesting Party must deposit the total amount of the fine, if any, and hearing fee with the Notice of Appeal.
- After receiving a completed Notice of Appeal, the City will suspend any collections actions related to the appealed citation or administrative action.

What if the Contesting Party Cannot Deposit the Fine?

- He or she may obtain a Request for an Advance Deposit Hardship Waiver Form from the Finance Department (Form F).
- The Contesting Party must file the Request form with the City Clerk within 5 days of the date of issuance of the fine.
 - The deposit is not required unless or until the City Manager makes a written determination not to issue the advance deposit hardship waiver.
- If the City Manager determines not to issue the waiver, the Contesting Party must deposit the fine with the City Clerk within 5 days of that determination or within 15 days of the issuance of the fine, whichever is later.
- The City Manager's decision is final.

The waiver is presumed granted until denied by the City Manager.

What Happens During the Hearing Process?

SETTING THE DATE:

- The City must set the date for the hearing no less than 15 days and no more than 60 days from the filing of the Notice of Appeal.
- The City must notify the Contesting Party of the time and place of the hearing prior to the hearing date at least 15 days before the hearing.

SUBMITTING EVIDENCE:

- The City should provide copies of submitted citations, reports and other documents to the Contesting Party at least 10 days before the hearing.
- The Contesting Party may testify, present witnesses and evidence.
- If he or she fails to appear, this constitutes a forfeit of fines and a failure to exhaust administrative remedies.

THE DECISION:

- The Hearing Officer must issue a written decision and submit that decision to the City Clerk.
- If the Hearing Officer is not authorized to decide a matter before him/her, the Hearing Officer must still submit a written recommended decision to the City Clerk for acceptance or rejection by the City Council.
- The decision must be supported by the reasons therefor.
- If the Hearing Officer determines that the fine should be upheld, the City keeps the fine deposited by the Contesting Party.
- If the fine has not been deposited because the waiver was granted, the Hearing Officer shall set a schedule for payment of the fine.
- If the Hearing Officer determines that the fine should be canceled, the City will refund the deposited fine.
- Any party that disagrees with the decision may obtain review in Yolo County Superior Court.

Hearing Officer: a person appointed by the City Council to conduct appeal hearings. This person may be a City employee or contracted third party. It may also be a panel of persons. See § 14A-7-2 for more information.

The Hearing Officer upheld the fine, but the Contesting Party did not pay the fine. What next?

- If the Contesting Party fails to pay the fine, consider referring the matter to the City Attorney to file a claim or pursuing other legal remedies, including a lien or a special assessment.
- The City may also charge the person a one-time late payment fine of \$25 plus interest at the maximum rate permitted by law.

SECTION 6
HEA

SECTION 7 FORMS

Infraction

1. Citation for Infraction - Form A

Misdemeanor

1. Citation for Misdemeanor - Form B

Civil Action

1. Complaint to City Attorney - Form C

Administrative Citation

1. Administrative Citation - Form D
2. Notice of Appeal and Request for Hearing - Form E
3. Request for an Advance Deposit Hardship Waiver - Form F

Summary Abatement

1. Contact Record Sheet - Form G
2. Notice of Nuisance - Form H
2. Itemized Report of Costs - Form I

Lien Procedure

1. Itemized Report of Costs - Form I
2. Abatement Invoice - Form J
3. Lien - Form K
4. Notice of Lien - Form L

5. Notice of Discharge, Release or Satisfaction – Form N

Special Assessment Procedure

1. Itemized Report of Costs - Form I
2. Abatement Invoice - Form J
3. Notice of Assessment - Form M

FORM A/B

RESERVED [CONTACT THE CITY ATTORNEY FOR ASSISTANCE]

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FORM C

**City of Woodland, California
Code Enforcement Division**

COMPLAINT OF MUNICIPAL CODE VIOLATION TO CITY ATTORNEY

COMPLAINING PARTY:

Name: _____

Phone Number: _____

RESPONSIBLE PERSON:

Name: _____

Address: _____

Phone Number: _____

VIOLATION:

Location: _____

Date(s) Observed: _____

Code Section(s) Violated:

Description of Violation:

CODE ENFORCEMENT OFFICER:
Name: _____
Phone Number: _____

WE, _____ (City Council or City Staff), are referring this matter to the City Attorney to institute a civil action against the Responsible Party.

REFERRED ON: _____

FORM D:
City of Woodland - Administrative Citation/Notice of Code Violation

CITY OF WOODLAND ADMINISTRATIVE CITATION									
Date		Time		Day of Week					
Location of Violation									
Name of Business (if applicable)									
Name (Last, First, Middle)									
Address									
City			State			Zip Code			
Driver's Lic. No.			State		Age		DOB		
☐ M ☐ F		Hair		Eyes		Height		Weight	
Code Violation(s)		Description of Violation(s)							
1st Violation		2nd Violation		3rd Violation		OR		Misdemeanor-level Violation	
FINE: ☐ \$100.00		☐ \$200.00		☐ \$500.00				☐ \$1000.00	
☐ \$100.00		☐ \$200.00		☐ \$500.00				☐ \$1000.00	
(Second Set of Fine Amounts is for Building & Safety Code Violations)									
☐ VIOLATIONS SHALL BE REMEDIED OR OTHERWISE CORRECTED: ☐ Immediately, or ☐ Within a reasonable amount of time not to exceed seven (7) days. ☐ NON-EMERGENCY HEALTH & SAFETY VIOLATION: If this box is checked you have ____ days to correct this violation and not have to pay the fine. You may request an extension of this period (see reverse side). If the violation is not corrected or otherwise remedied within the correction period, you will owe the fine and you may be cited separately for each day the violation exists.									
To correct Violation(s) you must: _____ _____ _____									
THIS ADMINISTRATIVE CITATION CONSTITUTES AN ORDER PROHIBITING THE CONTINUATION OR REPEATED OCCURRENCE OF THE VIOLATION(S) DESCRIBED HEREIN. ☐ NOTICE OF NON-CORRECTION of violation. If this box is checked, you have failed to correct or otherwise remedy the violation within the correction period and you are ordered to pay the fine.									
Original Citation Number(s):									
Notice of Violation by: ☐ Personal Service ☐ Posting on Property ☐ Certified Mail									
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. EXECUTED ON DATE SHOWN ABOVE.									

Issuing Officer	ID Number	Department
X VIOLATOR: Without admitting guilt, I acknowledge having received the citation.		
THE LAW REQUIRES THAT YOU TAKE STEPS TO EITHER: (1) COMPLY with this citation, or (2) CONTEST the violation. TO COMPLY with this citation, correct the violation and pay any required fine. TO CONTEST this citation, request a hearing by following the procedures listed below.		

TO COMPLY:

TO PAY THE FINE: Pay within fifteen (15) days from the correction date of the citation or be subject to a late penalty. The fine shall be delivered or mailed to the CITY OF WOODLAND, 300 First Street, Woodland, CA 95695. The citation number must be written on the face of the check or money order. Do not send cash.

IMPORTANT: The payment of the fine does NOT excuse you from the requirement to correct the Code violation cited herein.

TO REQUEST AN EXTENSION: You may request an extension of time for complying with a Non-Emergency Health and Safety Violation by filing a written request with the Code Enforcement Officer before the expiration of the correction period. Extension requests may be delivered or mailed to the City of Woodland: 300 First Street, Woodland, CA 95695 .

TO CONTEST:

ADMINISTRATIVE HEARING – You may contest that there was a violation of the City Code or that you are the Responsible Person. You may request an Administrative Hearing by filing a written request for a hearing no later than fifteen (15) calendar days from the date on which the Administrative Citation was issued. The written request shall include a detailed written explanation as to why you are contesting the Administrative Citation.

IMPORTANT: You must deposit the amount of the fine and/or penalty specified on the Administrative Citation with the City Clerk, City of Woodland, 300 First Street, Woodland, CA 95695, at the time you return the request for hearing form, unless an advance deposit hardship waiver has been issued pursuant to Woodland Municipal Code § 14A-7-8.

The hearing will be conducted pursuant to Woodland Municipal Code § 14A-7-7 and § 14A-7-9, and a written decision will be issued to affirm or cancel the Administrative Citation. The hearing decision shall be the City's final administrative decision.

If the Administrative Citation is affirmed, the fine and/or penalty amount on deposit with the City shall be retained by the City. If the fine and/or penalty has not been deposited pursuant to an advance deposit hardship waiver, the hearing decision shall set forth a payment schedule.

IMPORTANT NOTICE: The Administrative Citation process described herein does not preclude the City from recovering any violation abatement costs incurred by the City in performing its code enforcement efforts pursuant to the Woodland Municipal Code. For further information about this Administrative Citation you may call the City's Code Compliance Division at (530) 661-5820 .

City of Woodland, California

INSTRUCTIONS:

- File this form with the City Clerk within **15 calendar days** from the date of the decision you are appealing at 300 First Street, Woodland, CA 95695 .
- Attach a copy of the administrative citation.
- Include your deposit of any fine, unless you have filed a Request for an Advance Deposit Hardship Waiver form.

Your Name: _____

Mailing Address: _____

City, State, Zip: _____

Contact Telephone: _____ Fax: _____

Specify the basis for your appeal in detail (you may use additional sheets):

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

FORM F

City of Woodland, California

REQUEST FOR ADVANCE DEPOSIT HARDSHIP WAIVER

If you are financially unable to make an advance deposit of the fine amount prior to an administrative review, you may request an advance deposit hardship waiver. The request must be filed within 5 days of the date the fine was imposed.

Please attach to this waiver request form a copy of the fine and supporting documentation for your waiver request. Deliver or send to the City of Woodland, 300 First Street, Woodland, CA 95695 .

Name of Waiver Applicant: _____

Mailing Address: _____

Phone Number: _____

I received the fine noted above and hereby request an advance deposit hardship waiver. I am financially unable to make the advance deposit for the following reason(s):

My monthly gross income is (\$) _____ and I have _____ dependents, including myself.

I declare under penalty of perjury that the foregoing statement and information provided by me is true and correct.

Sign: _____ Date: _____

For City Manager or Designee Use Only

DEPOSIT WAIVER: Granted _____ Denied _____ Signature: _____
Reason(s) for Decision: _____

FORM G

SUMMARY ABATEMENT: CONTACT RECORD SHEET

CODE ENFORCEMENT OFFICER:

Name: _____

Phone Number: _____

RESPONSIBLE PERSON:

Name: _____

Address: _____

Phone Number: _____

VIOLATION:

Location: _____

Date(s) Observed: _____

Code Section(s) Violated:

Description of Violation (including reason for abatement – imminent danger to life or property):

RECORD OF CONTACT:

DATE	TIME	METHOD OF CONTACT	WAS CONTACT MADE? If so, did you notify of danger and require immediate correction?

If contact is not made within 72 hours, or if Responsible Person does not make the necessary corrections within 72 hours, contact the CITY MANAGER and CITY ATTORNEY and, if so authorized, continue with the abatement process.

FORM H

Notice to Abate Nuisance

NOTICE IS HEREBY GIVEN that the CITY OF WOODLAND, California, has determined that a condition exists that is contrary to one or more of the provisions of Section 14A-1-3 of the City of Woodland Municipal Code on the real property described as:

Lot:
Block:
Tract:
STREET LOCATION

and that such condition creates a nuisance as set forth in the ordinances of the City of Woodland at Chapter 14A et seq. Notice is further given that such premises are subject to abatement pursuant to the procedures set forth in Chapter 14A et seq., if said premises, in whole or in part, are found to constitute a nuisance as defined in Section 14A-1-3 of the ordinances of the City of Woodland and if the nuisances are not promptly abated on a voluntary basis such nuisance(s) may be abated by City authorities and any rehabilitation, repair or demolition will be assessed upon such premises and such cost along with costs of administration will constitute a lien or special assessment upon such land until paid.

The violations consist of the following:

The City's intended methods of abatement and estimated costs are:

Abatement shall be completed by:

_____ (Correction Date)

You have the right to object to this determination, examine witnesses, produce witnesses and information, and have the assistance of the City in compelling witnesses to attend a hearing on this determination and intent to abate.

If you wish to exercise the above rights, you must request a hearing, in writing, in the above matter by the Correction Date. The request for hearing must be received at the offices of the City Clerk of the City of Woodland, California 95695, before 5:00 PM on the Correction Date.

If a request for hearing is not timely received by the City, you will have waived your rights as set forth above, and a nuisance and abatement order will be issued by the City.

DATED this ____ day of _____, 2018;

CITY OF WOODLAND

FORM I

NUISANCE ABATEMENT: ITEMIZED REPORT OF COSTS

CODE ENFORCEMENT OFFICER:

Name: _____

Phone Number: _____

RESPONSIBLE PERSON:

Name: _____

Address: _____

Phone Number: _____

VIOLATION:

Location: _____

Date(s) Observed: _____

Code Section(s) Violated:

Description of Violation (including reason for abatement – imminent danger to life or property, if applicable):

ABATEMENT COSTS

DATE	DESCRIPTION OF COST	AMOUNT
	Accrued Fees/Fines:	
	Penalties:	
	TOTAL:	

FORM J

Date

Property Owner Name

Address

Re: Invoice for Abatement at [INSERT PROPERTY ADDRESS]

Dear [INSERT NAME]:

On [INSERT CONTACT DATE], the City of Woodland contacted you to correct the following violation(s) of the Municipal Code on property located at [INSERT PROPERTY ADDRESS]:

- [INSERT VIOLATION(S)]

As of [INSERT DATE OF VOLUNTARY ABATEMENT PERIOD], the violation(s) had not been corrected. On [INSERT DATE OF CITY ABATEMENT], the City caused the violating condition(s) to be abated. This invoice is to collect the cost of that abatement process from you in the amount of \$[INSERT BALANCE]. Attached is a copy of the statement of itemized costs and expenses incurred by the City in the abatement process [Attach Copy of Form H].

If you fail to pay the statement balance in the amount of \$[INSERT BALANCE] to the City of Woodland within 15 calendar days, the City of Woodland may record a lien against your property or charge you a special assessment.

Should you have any questions, please call the Woodland Code Enforcement Division at (530) 661-5820 .

Sincerely,

Name, Woodland Code Enforcement Officer

Attachment: Itemized Abatement Cost Report

FORM K

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Woodland
300 First Street
Woodland, CA 95695
ATTN: City Clerk

Nuisance Abatement Lien

Space above this line for Recorder's Use

APN: _____

Pursuant to Government Code section 38773.1, the City of Woodland ("City"), on or about the _____ day of _____, 20__, did issue an abatement order or citation to [INSERT RECORD OWNER NAME (and address, if different than property address)], the record owner ("Record Owner") of [INSERT PROPERTY ADDRESS] in order to abate a nuisance on said real property. As of [INSERT END DATE OF VOLUNTARY ABATEMENT PERIOD], the violation(s) had not been corrected. On [INSERT DATE OF CITY ABATEMENT], the City caused the violating condition(s) to be abated. On [INSERT INVOICE DATE], the City sent the Record Owner an itemized statement of the costs and expenses incurred in the abatement process. As of [INSERT LIEN NOTICE DATE], the Record Owner has not paid the statement balance of \$[INSERT BALANCE].

The City of Woodland does hereby claim a lien on said real property in the amount of \$[INSERT BALANCE], and the same shall be a lien upon said real property until the sum has been paid in full and discharged of record.

The real property hereinbefore mentioned, and upon which a lien is claimed, is that certain parcel of land lying and being in the City of Woodland, County of Yolo, State of California, and particularly described as follows:

[INSERT DESCRIPTION OF PROPERTY]

Dated: _____, 20__ CITY OF WOODLAND

By: _____
CITY CLERK

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.:
COUNTY OF YOLO)

On _____ before me, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

FORM L

Date

Property Owner Name

Address

Re: Notice of Abatement Lien on [INSERT PROPERTY ADDRESS]

Dear [INSERT NAME]:

On [INSERT CONTACT DATE], the City of Woodland contacted you to correct the following violation(s) of the Municipal Code on property located at [INSERT PROPERTY ADDRESS]:

- [INSERT VIOLATION(S)]

As of [INSERT END DATE OF VOLUNTARY ABATEMENT PERIOD], the violation(s) had not been corrected. On [INSERT DATE OF CITY ABATEMENT], the City caused the violating condition(s) to be abated. On [INSERT INVOICE DATE], the City sent you an itemized statement of the costs and expenses incurred in the abatement process. As of the date of this letter, you have not paid the statement balance of \$[INSERT BALANCE].

This letter serves as notice that the City of Woodland will record a lien against the property located at [INSERT PROPERTY ADDRESS] in the amount of \$[INSERT BALANCE] in the Yolo County Recorder's Office. In the event that the lien is discharged, released or satisfied, a notice of the discharge will be recorded.

Should you have any questions, please call the Woodland City Clerk's Office at (530) 661-5820 .

Sincerely,

Name, Woodland City Clerk

FORM M

Date

Property Owner Name

Address

Re: Notice of Special Assessment on [INSERT PROPERTY ADDRESS]

Dear [INSERT NAME]:

On [INSERT CONTACT DATE], the City of Woodland contacted you to correct the following violation(s) of the Municipal Code on property located at [INSERT PROPERTY ADDRESS]:

- [INSERT VIOLATION(S)]

As of [INSERT DATE OF VOLUNTARY ABATEMENT PERIOD], the violation(s) had not been corrected. On [INSERT DATE OF CITY ABATEMENT], the City caused the violating condition(s) to be abated. On [INSERT INVOICE DATE], the City sent you an itemized statement of the costs and expenses incurred in the abatement process. As of the date of this letter, you have not paid the statement balance of \$[INSERT BALANCE].

This letter serves as notice that the City of Woodland is imposing a special assessment in the amount of \$[INSERT BALANCE] on your property at [INSERT PROPERTY ADDRESS]. If you fail to pay this assessment within 3 years, the tax collector may sell your property for unpaid delinquent assessments. You may pay the assessment as part of your property tax bill.

Should you have any questions, please call the Woodland City Clerk's Office at (530) 661-5820 .

Sincerely,

Name, Woodland City Clerk

FORM N

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Woodland
300 First Street
Woodland, CA 95695
ATTN: City Clerk

Notice of [INSERT DISCHARGE, RELEASE OR SATISFACTION] of Nuisance Abatement Lien
--

Space above this line for Recorder's Use

APN: _____

Pursuant to Government Code section 38773.1, the City of Woodland ("City"), on or about the _____ day of _____, 20__, did issue an abatement order or citation to [INSERT RECORD OWNER NAME (and address, if different than property address)], the record owner ("Record Owner") of [INSERT PROPERTY ADDRESS] in order to abate a nuisance on said real property. As of [INSERT END DATE OF VOLUNTARY ABATEMENT PERIOD], the violation(s) had not been corrected. On [INSERT DATE OF CITY ABATEMENT], the City caused the violating condition(s) to be abated. On [INSERT INVOICE DATE], the City sent the Record Owner an itemized statement of the costs and expenses incurred in the abatement process. As of [INSERT LIEN NOTICE DATE], the Record Owner has not paid the statement balance of \$[INSERT BALANCE]. On [INSERT LIEN DATE], the City of Woodland imposed a lien on said real property in the amount of \$[INSERT BALANCE] ("Lien").

The Lien on said real property in the amount of \$[INSERT BALANCE] has been [discharged, released OR satisfied] by [INSERT REASON FOR DISCHARGE, RELEASE OR SATISFACTION].

The real property hereinbefore mentioned, and upon which the Lien is [discharged, released OR satisfied], is that certain parcel of land lying and being in the City of Woodland, County of Yolo, State of California, and particularly described as follows:

[INSERT DESCRIPTION OF PROPERTY]

Dated: _____, 20__ CITY OF WOODLAND

By: _____

CITY CLERK

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On _____ before me, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

City of Woodland Administrative Code Enforcement Guidelines

For non-serious, nonemergency violations:

1. An administrative order alone does not give legal authority for a city to enter property or abate nuisances, nor does it have legal weight to force a person to comply with the order.
2. An administrative order does not insulate the city from liability for damage or injury caused during an inspection or abatement as does a warrant.
3. The person who loses in an administrative hearing has the statutory right to appeal to the Superior Court.

Administrative Citations:

1. Government Code section 53069.4(a)(1) authorizes a city to levy administrative fines for code violations.
2. The local agency shall set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties.
3. For purposes of pursuing enforcement of violations other than those relating to building, structures or zoning, the administrative process does not require the “reasonable period of time” before a fine becomes effective. The City’s code enforcement official may issue an administrative citation that becomes immediately due and payable.
4. A process for administrative review of the citations must be established by ordinance, and is subject to due process requirements.
5. Administration citations are issued by the city, and if not paid, can be sent to a collection agency, or the city can place a lien or special assessment on the subject property for the unpaid violations depending on the terms of the city’s ordinance.
6. If administrative citations fail to bring the offender into compliance, the existing processes (i.e., criminal prosecution and/or civil action) would still be available to the city.
7. Where an administrative order authorizes a city to enter property and abate nuisances, a warrant is necessary. Administrative orders are not self-executing; that is, they do have legal weight. As such, a warrant must still be obtained prior to the city inspecting or seizing property, absent an emergency.

Administrative Civil Penalties:

1. In addition to the fines assessed pursuant to administrative citations, cities may also provide, by ordinance, that violations of local ordinances are subject to a civil penalty up to \$1,000, and depending on the ordinance, civil penalties may accrue automatically until compliance is confirmed.
2. The property owner must be provided with notice and an opportunity to be heard at a hearing.
3. The notice should identify the violations subject to the civil penalties, the amount of the penalties, the accrual date, and the date or process for a hearing. The violator may contest the civil penalties at a hearing, at which the hearing officer may affirm or reduce the amount.
4. State statutes authorize a city to assess civil penalties specifically for distressed properties. Pursuant to Civil Code sections 2929.3 and 2929.4, residential properties subject to or purchased in a foreclosure sale must be maintained. If not maintained, the city can impose daily civil penalties of up to \$1,000 per day per violation under this statute.
5. Government Code section 53069.4 also allows the city to develop its own procedures by ordinance for collection of the assessed penalties. This may include imposing a lien on the property for the amount of the penalties, foreclosure of the lien, and even attorney’s fees incurred in foreclosing the lien.

City of Woodland Administrative Code Enforcement Guidelines

Administrative Enforcement Hearings:

1. The administrative enforcement hearing process can be a means of gaining compliance with violations of the municipal code while attempting to avoid judicial proceedings.
2. An administrative hearing is a “quasi-judicial” hearing in which a neutral disinterested hearing officer or board - perhaps even the city council or planning commission – hears testimony, takes evidence and renders a ruling regarding violations of the municipal code.
3. The process can begin:
 - a. by appeal of an administrative citation,
 - b. scheduled by the city upon discovery of a public nuisance, as defined in its municipal code, where the city sets an administrative hearing in lieu of, or prior to issuance of an administrative citation.
 - c. upon appeal of some initial enforcement action taken by the city, such as issuance of a notice of violation, an administrative hearing is only set if the recipient of a notice from the city requests such a hearing in the manner required by the ordinance. The process will depend on the local ordinance.
4. Minimum levels of constitutional due process must be met, such as notice and an opportunity to be heard; however, a full judicial-type hearing is not required.
5. The City must comply with due process requirements, including requirements of a truly neutral hearing officer and separation of the city attorney’s roles, and the losing party ultimately has the right to appeal the decision to the Superior Court.

Permit Revocations or Modifications:

1. Administrative hearings can be utilized to satisfy due process requirements when a city seeks to modify or revoke a permit, such as a conditional use permit.
2. Once a permittee has incurred substantial expense and acted in reliance on a permit, the permittee may acquire a fundamental vested right so due process requirements must be met before a permit can be revoked or modified.
3. A notice and hearing that provides the permittee an opportunity to be heard before a neutral generally will meet due process requirements.
4. A permit may be modified or revoked when a permittee fails to comply with reasonable terms or conditions expressed in the permit granted or if there is a compelling public necessity.
5. After notice and a hearing, the permit may be revoked, resulting in an illegal use.

The Civil Approach to Code Enforcement:

1. A civil lawsuit may be filed to abate violations of a municipal code. Due to the additional costs and time involved, civil remedies are most appropriate for cases with more substantial violations, sympathetic or sensitive violators, and where other approaches are likely to be ineffective.
2. Injunctive relief, which is not available in administrative or criminal actions, are generally very effective for preventing or correcting continuing zoning violations and for abating nuisances where other code enforcement methods have proven ineffective.
3. The court must presume the harm to the public outweighs any harm the preliminary injunction may cause the defendant. This eliminates an entire element of the traditional test for preliminary injunctive relief.
4. After obtaining an injunction, cities have multiple options available to enforce it in the event the defendant fails to comply. Any person or entity bound by an injunction may be charged with contempt for disobeying the injunction. Contempt proceedings are either civil or criminal.

City of Woodland Administrative Code Enforcement Guidelines

5. Enforce an injunction by appointment of a receiver. If the property owner disobeys a permanent injunction (court judgment), the city may petition the court to appoint a receiver to enforce the injunction. The receiver will have the authority to take possession of the property and perform all necessary work to bring the property into compliance. This remedy is particularly effective because it virtually guarantees compliance, as the receiver, rather than the property owner, will be in charge of carrying out the terms of the injunction.
6. In circumstances involving substandard buildings, the city may seek appointment of a receiver without having to obtain prior court orders or intervention. Where conditions are so extensive and of such a nature that the health and safety of the residents and the public are substantially endangered and the property owner has not complied with an order to abate the conditions, the city may petition the Court for the appointment of a receiver. A receiver will act in the capacity of the property owner to bring the property into compliance with applicable codes, and can be authorized to use first-priority funding to cover all costs involved.
7. A nuisance exists whenever “a legislative body with appropriate jurisdiction, in the exercise of the police power, expressly declares a particular object or substance, activity, or circumstance, to be a nuisance”, by (1) a valid ordinance identifying a nuisance; and (2) a violation of that ordinance.
8. Violations of the State Housing Law authorize cities to seek injunctive relief. If the city declares a building to be substandard⁶⁵ and the property owner fails to obey an order to abate the conditions, the city may bring a civil action.⁶⁶ Available remedies include appointment of a receiver, issuance of preliminary injunctions, permanent injunctions, and restrictions on the property owner’s right to claim mortgage interest deductions.
9. The California Drug Abatement Act,⁶⁸ allows cities to remove occupants from any building or place where any illegal drug activity occurs. Every building or place used for the purpose of drug activity is expressly declared a nuisance, subject to injunctive relief.
10. The Red Light Abatement Act allows any city, through its city attorney, to vacate and board up for 1 year any building or place used for prostitution, lewd behavior, or any other criminal sexual behavior that could lead to transmission of AIDS.
11. The California Street Terrorism Enforcement and Prevention (“STEP”) Act authorizes a city to file a lawsuit against gang members. Every building or place in which gang members commit certain offenses, including robbery, murder, unlawful drug sales, rape, intimidation, theft or burglary, as well as offenses involving dangerous or deadly weapons, can be declared a public nuisance under this law.
12. Government code section 38772 authorizes a city to declare, by ordinance, graffiti as a public nuisance and provide for its summary abatement. Graffiti is punishable criminally, but civil remedies are also available and can be much more effective at deterring future graffiti; thereby, also reducing the costs to cities to abate graffiti.

Cost Recovery:

1. State law authorizes cities to recover much of the costs of enforcement as long as the city has adopted a proper ordinance.
2. The city will have the right to recover all costs involved, from abatement costs to staff costs, attorney’s fees and incidental expenses.⁸⁷ This can include those costs incurred in the administrative, civil, warrant and even appellate processes, among others.
3. Recovery by Liens:
 - a. Government code section 53069.4(d) authorizes a city to collect fines and penalties “pursuant to the procedures set forth in its ordinance.”

City of Woodland Administrative Code Enforcement Guidelines

- b. Cities are authorized to develop procedures to place a lien or special assessment on the property, when the recipient of the citation fails to pay enforcement costs or imposed fines and penalties.
 - c. Cities may generally recover the lien by foreclosure, and the process of placing, recording and notification for the lien are recoverable. The costs to foreclose the lien are also recoverable where authorized by ordinance, including attorneys' fees incurred in the foreclosure litigation.
 - d. A nuisance abatement lien has the same effect as a judgment lien, which is subject to all prior interests, including prior mortgages and prior judgment liens, but senior to subsequent liens except purchase money mortgages. This means earlier-recorded liens are paid first, including prior recorded mortgages.
4. Special Assessments:
- a. Special assessments may be used instead of abatement liens.
 - b. A special assessment is added to the property in the same manner as property taxes.⁹⁸ Most importantly, it has priority over all private liens, regardless of the time of their creation, including the prior recorded mortgages.
 - c. If not paid within three years, a city or the county may foreclose on non-residential and vacant residential property.
5. Prior to recording a lien or special assessment against a property, follow due process, providing notice and the opportunity to be heard.
- a. Notice of the lien must be served upon the property owner, as identified in the latest county assessment roll, prior to recordation. The notice must indicate the city's plans to record a lien or special assessment.
 - b. A special assessment notice must also state, "that property subject to a special assessment may be sold after three (3) years by the tax collector for unpaid delinquent assessments." The notice might also specify the right to an appeal, referring to the applicable municipal code section.
 - c. In the case of an assessment or lien on property subject to a foreclosure or a notice of default, the city council must adopt the amount of the costs at a public hearing prior to imposition of the lien or assessment.
 - d. After notice is properly provided, and in the event an appeal is not properly made or is made, but is denied after a hearing, the city records a notice of lien with the county recorder. The lien form must contain the amount of the lien, name of the city, date of the abatement order, street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.
 - e. A special assessment is placed on the property by the County Tax Collector and a form with the same information as alien should be sent to that agency, as well as recorded against the property.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
 AGENDA: City Council Regular Meeting
 DATE: February 4, 2020
 ITEM #: J.19.
 SUBJECT: Affordable Housing Update

Recommendation for Action: Staff recommends that the City Council receive an update on affordable housing development in Woodland and provide direction on potential adjustments to the affordable housing ordinance.

Staff Contact: Steve Coyle, Deputy Community Development Director – (530) 661-5910, stephen.coyle@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact with this report.

Background:

The affordable housing ordinance (inclusionary housing ordinance) was amended in 2018 to help stimulate the construction of new housing units, particularly infill ownership and rental housing. Amendments also clarified the payment of in-lieu fees as the preferred approach for satisfying the inclusion ordinance on single-family for sale as opposed to construction of new units. The attached table summarizes the key amendments that were made in 2018.

These amendments were approved as temporary measures to try and “validate” the feasibility of infill and higher density housing construction in Woodland. A sunset of the later of 2 years or 200 units was placed on the amendments. The 2-year mark is approaching and while some new infill housing units have been constructed, the development costs continue to pose significant challenge to the feasibility of these projects. The following is a status of the new infill housing development that has advanced as a result of the amendments to the inclusionary housing requirements, as well as other proactive measures taken by the city such as updates to the impact fee structure and zoning amendments.

Active Projects	Type	# of Units	Status
Multi-Family Rental			
Winnie 4-plex	MF Rental (rehab)	4 (1 bedroom)	Completed (fully leased)
702 Main Street	MF Rental (rehab)	7 (1 bedroom)	Permit Issued
Small Lot For Sale			
Country Oaks*	Single Story Detached	38 market rate (low 400,000s) 4 affordable (mid \$300,000s)	Under construction
Downtown Suites	For Sale Townhouses	14 market rate (mid \$300,000)	Under construction (9 sold remaining, 5 in contract)

*Inclusionary Housing Ordinance amendments did not affect this project however, the [impact fee deferral program](#) was critical to enabling this project to obtain financing.

At Risk Projects	Type	# of Units	Status
Multi-Family Rental			
Ashley and Main St	Market Rate (new construction)	168 units (26 low income; 67 1BR, 77 2BR, 24 3BR)	Unable to secure financing
East Street Apartments	Market rate (new construction)	80 units	Project on-hold. Cost prohibitive
Cottonwood and Beamer	Market rate (new construction)	48 +/- units	Lost for-sale project; pending zoning update for new dev.
Small Lot For Sale			
Cleveland Suites	For Sale Townhouses	16 market rate (tbd)	Map Approved; Design Review Application not yet submitted

As demonstrated by the projects listed, the new infill housing development activity remains limited. Very few for-sale infill units have been built, in spite of a strong housing market, and there has yet to be a newly constructed multifamily market rate housing project. The cost of construction combined with city fees and inclusionary housing requirements all contribute to the difficulty in financing these projects. To further help overcome this barrier, staff is recommending Council consider further adjustments to the inclusionary requirement and in lieu fees for these projects. See discussion section of this report.

Spring Lake Medium and High Density

Spring Lake has its own affordable housing requirements and the amendments to the Ordinance in 2018 did not affect requirements in Spring Lake. With the difficulty of qualifying low income buyers for for-sale units, a transition to payment of in-lieu fees was preferred. This has significantly increased the affordable housing revenues available to subsidize affordable rental and homeless housing units. See following section for summary of in-lieu fee revenues and expenditures.

While single-family home construction activity in Spring Lake has been very strong the last few years and is projected to continue through 2020, construction of medium and higher density units continue to lag. The only MF rental construction in Spring Lake to date has been 100% affordable units (Rochdale, Terracina, and Mutual Housing). Recently Mutual Housing completed their second phase consisting of 61 extremely low income units. The Spring Lake Central high density land has not been successful in attracting a potential developer given the costs to construct and fee burden.

There has been recent interest in developing market rate small lot for sale projects within Spring Lake which has not been seen for nearly 15 years. The two proposals would provide 157 middle income units, 13 low income for-sale, and \$500-900,000 in affordable housing in-lieu fees. The following table summarizes the status of medium and high density housing projects in Spring Lake.

	Type	# of Units	Status
Mutual Housing at Spring Lake (phase 2)	MF Rental (Extremely Low income)	61 units	Completed 2019
Beeghly Ranch	For-sale small lot detached	72 units (17 for sale affordable units)	Entitlements Pending
Parkside 3	For-sale small lot detached	98 units (in-lieu fees)	Entitlements Pending
Gracewood Commons	MF Rental (very low and low income – senior)	112 units total (72 units Phase 1)	Application expected in 2020
Spring Lake Central	MF Rental (market rate and affordable)	9 acres	Project on-hold. Cost prohibitive.

Affordable Housing In Lieu Fees

To date, the City has generated \$2,867,393 in affordable housing in-lieu fees from subdivisions located in Spring Lake and additional in-lieu fee revenues of approximately \$1,191,200 will be generated from Spring Lake subdivisions with approved final maps. It should be noted that the FY19 revenues include the \$900,000 appraised value of the land dedication for the Oyang North Subdivision. Instead of accepting affordable housing in-lieu fees, the City had a 4.659-acre R-25 parcel in Oyang North dedicated to nonprofit Delta Senior Housing Communities, Inc. Delta is partnering with its development partner, Neighborhood Partners, LLC, to construct senior rental housing (Gracewood Commons) for very low- and low-income households with a development yield of at least 112 units. Neighborhood Partners will pursue multiple funding sources this year to finance the development's first phase and plans to submit its site plan and design for City approval this year.

City of Woodland Affordable Housing In-Lieu Fee Revenues, Fiscal Year 2017 to Current

Fiscal Year	Revenues	Notes
FY 2017	60,800	
FY 2018	147,040	
FY 2019	1,973,076	Amount includes 900,000 value of Oyang North land dedication for senior citizen affordable housing development
FY 2020	686,477	Amount represents revenues collected through January 27.
TOTAL	\$2,867,393	

Affordable housing initiatives funded to date with in-lieu fees include the Oyang North land dedication (\$900,000), East Beamer Way permanent supportive housing development (\$640,000 of the overall \$900,000 grant/loan commitment for 60 PSH units to house homeless households), and Mutual Housing Phase 2 (\$140,000 of the overall \$1,500,000 loan for construction of 39 very low- and low-income units for farmworker households). Other potential near-term uses of affordable housing in-lieu fees may include funding assistance for the interim relocation of the Yolo Wayfarer Center's homeless shelter to the East Beamer Way site and additional financial support of the East Beamer Way PSH development. While City funds were not used for Mercy Housing/New Hope Community Development Corporation's West Beamer Place development, the 80-unit affordable housing project did receive credit for the square footage of the prior site

development resulting in a reduction of the development impact fees due. The project was completed in 2018 and resulted in the construction of 79 rental units for extremely-low and very low-income households.

With the availability of City affordable housing funds, developers are able to leverage the financial support with significant outside funding sources. For example, Mutual Housing used the City's \$1,500,000 loan for the Phase 2 project as leverage for approximately \$13,000,000 in outside funding that included a bank loan, a loan from the U.S. Department of Agriculture (Rural Development Section 514 program), and investor tax credits. Phase 2 resulted in 39 farmworker units that can accommodate 80 (minimum occupancy standards) to perhaps as many as 120 persons. A conservative estimate is that Neighborhood Partners will leverage the land dedication of the Gracewood Commons site with at least \$12,000,000 in outside funding sources for the phase one construction of 72 senior citizen rental units including a manager's unit.

Having access to locally-generated affordable housing in-lieu fees provides the City with the flexibility to program the funds for affordable housing initiatives without the regulatory framework that accompanies federal and state grants and loans. Revenues from in-lieu fees have been combined with Spring Lake Affordable Housing Off-Site Fees to support the Mutual Phase 2 loan (\$1,360,000 in off-site fee revenues) and funding commitment for the East Beamer Way PSH development (\$260,000 in off-site fee revenues). To date, the use of in-lieu fees has been focused on projects that will result in new affordable housing units.

Regional Housing Needs Allocation

The City will be required to provide housing to meet our 2021-2029 RHNA allocation of 663 very low, 399 low, 601 moderate and 1,424 above moderate units. This obligation, which will commence after approval of our updated Housing Element in 2021, will likely need to exceed the minimum requirement to account for our current housing element cycle requirement and satisfy the future numbers. The development of the Technology and Research Park could add several hundred affordable units. The ongoing comprehensive rezoning, the adoption of General Plan amendments that could increase density in underutilized areas, and possible revisions to the Inclusionary Ordinance to yield both market-rate and subsidized housing affordable housing, will all be necessary.

While the new accessory dwelling unit legislation and the city's ordinance already provide the incentive to build lower cost rentals, to increase the numbers of housing affordable to 80% household incomes and below without undermining the production of market-rate housing affordable to 81% to 120% household incomes, we recommend adjusting the affordable housing ordinance. However, in addition we suggest consideration of programmatic approaches, beyond the current affordable housing ordinance, as described below.

Discussion:

With the limited housing development resulting from the 2018 amendments to the Inclusionary Housing Ordinance, and the increasing demand for housing that serves the missing middle, staff recommends the City Council consider further amendments that would expand the applicability of the amendments beyond downtown and the corridor infill areas as well as specifically target needed changes to stimulate multifamily rental projects.

The following is a summary of suggested amendments staff is seeking Council input and direction

on.

1. Apply the reduction in inclusionary requirements as amended in 2018 citywide with the exception of Spring Lake.
2. Modify the required affordable units for MF rental projects over 81 units to be 10% of the units at low income.
3. Apply the amended affordability requirements for MF units citywide.
4. Establish the require in-lieu fee at \$65,000 per required SF or MF affordable unit with a credit of \$5,000 per 1-bedroom unit @ 750sf or less provided within the project.

These proposed amendments would bring Woodland closer to parity with inclusionary requirements of other cities in the region and staff believes, based on feedback from interested builders, would be the difference in allowing these much need new rental projects to be financeable. A comparison of surrounding jurisdictions' inclusionary housing ordinances is listed in Attachment A. Specifically, as shown in chart, Woodland's inclusionary requirement for multi-family is 2 to 2.5 times greater than most other jurisdictions (20-25% vs. 10%)

Additionally, staff has identified several potential programmatic approaches related to the use of its affordable housing in-lieu fees. These include; 1) increase the number of housing units with permanent affordability covenants by funding the purchase and management of existing housing units by a qualified, non-profit housing operator, and 2) develop a municipal rental voucher pilot program funded by the city and managed by the Yolo County Housing Authority.

Affordable Housing Purchase Program:

The City would fund or help fund, through in-lieu fees, grants and other sources, the purchase, improvement and management of existing residential buildings, by a qualified, non-profit housing operator. Limited to buildings of two or more units, the buildings title would be subject to permanent affordability covenants to maintain a portfolio of housing to income-screened, very low, low and moderate-income households. Existing, serviceable housing in need of repairs generally costs significantly less than new construction; the many dwellings within the city with smaller number of units per building (e.g., fourplex) that require upgrades, are less attractive to apartment investment firms and are less price competitive than single family detached homes.

City Rent Voucher Program:

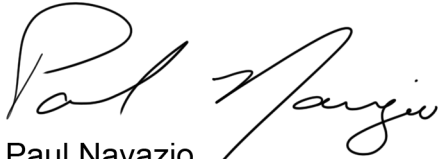
The City funds or helps fund, through in-lieu fees, grants and other sources, a municipal rental voucher pilot program managed by the Yolo County Housing Authority (YCHA), separate from the Federal Housing Choice Vouchers which are becoming more restrictive and underfunded. Voucher programs have less administrative overhead, provide the recipient with greater flexibility in choosing where they want to live, and offer the potential to create mixed-income neighborhoods. Non-federal vouchers would not be subject to the Fair Market Rent calculation that HUD uses to identify eligible units so that the YCHA could decide based on more local criteria. The voucher program would require certain covenants and deed restrictions on units that receives renters with city vouchers.

Conclusion:

Staff recommends that the City Council receive an update on affordable housing development in Woodland and provide direction on potential adjustments to the affordable housing ordinance and consideration of two programmatic approaches outside of the affordable housing ordinance.

Prepared By: Steve Coyle, Deputy Community Development Director
Cindy A. Norris, Principal Planner
Dan Sokolow, Senior Planner

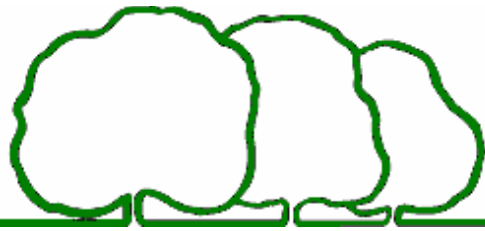
Reviewed By: Ken Hiatt, Assistant City Manager / Community and Economic Development
Director



Paul Navazio
City Manager

Attachments:

1. Inclusionary Housing Summary by City (002)



City of Woodland

MEMORANDUM

SUBJECT: Summary of Inclusionary Housing Requirements in the Yolo and Sacramento Areas

Summary

Of the surveyed cities...

- 5 have a specified inclusionary housing ordinance with percentage requirements.
- All 8 allowed for payment of fees in some form:
 - o 3 (Woodland, Davis, and Roseville) require specific circumstances and/or council approval for the option of paying in-lieu fees to become available
 - o 3 provide for alternative fees. Elk Grove requires housing impact fees across all new developments, Sacramento uses housing impact fees paid on a square foot basis, and Rancho Cordova negotiates in-lieu fees with each individual developer.
 - o 1 allows consideration for in-lieu fee payment for small infill projects only (Roseville). The current fee is \$278,000.
- 1 charges housing impact fees on non-residential development (Elk Grove)
- 7 allow other alternatives for on-site affordable housing construction (including off-site affordable housing construction, land dedication, land identification, and conversion of existing properties)

Of the cities that have inclusionary housing requirements, staff found that Woodland and Davis had requirements over 10%, with Woodland having multifamily requirements ranging from 25%-30% in total, and Davis having single family and multi-family requirements ranging from 15%-35%. (Please see Table 1).

All cities allowed for the payment fees, whether in-lieu or housing impact fees, either as an alternative or as the primary option instead of building affordable housing. These fees are calculated either by total amount of market rate units, total amount of affordable units not built, square footage of market rate units built, individual negotiation with the city, or some other proprietary formula.

Table 1: Inclusionary housing requirements

	Single Family For-sale	Multifamily Rental	Multifamily For-sale
Woodland	<u>10%</u> <u>*other requirements for DMU, CMU, and CC zones</u>	<u>10%</u> (80% AMI), & <u>20%</u> (50% AMI) or <u>25%</u> (50% AMI)	<u>10%</u> <u>*other requirements for DMU, CMU, and CC zones</u>
Woodland – SLSP	<u>10%</u>	<u>Density based (over 8 du/ac)</u> <u>10%</u> (80% AMI), & <u>20%</u> (50% AMI) or <u>25%</u> (50% AMI)	<u>Based on density (over 8 du/ac)</u> <u>10%</u> (80% AMI), & <u>20%</u> (50% AMI) or <u>25%</u> (50% AMI)
Elk Grove	<u>No inclusionary requirement; subject to impact fee</u>	<u>No inclusionary requirement; subject to impact fee</u>	<u>No inclusionary requirement; subject to impact fee</u>
Roseville	<u>10%</u> of all units shall be affordable [40% (80% AMI), 40% (50% AMI), 20% (middle)]	<u>10%</u> [40% (80% AMI), 40% (50% AMI), 20% (middle)]	<u>10%</u> [40% (80% AMI), 40% (50% AMI), 20% middle]
Davis (Ord 2545) <i>Allows consideration to adjust or waive requirements based on findings.</i>	<u>Market rate SF detached</u> 25% for lots larger than 5,000 sq ft, or 15% for lots smaller than 5,000 sq ft. <u>Market rate SF attached</u> 10 % of units	<u>Projects totaling 5-19 units</u> 15% low income 10% very low income <u>Projects totaling 20+ units</u> 25% low income 10% very low income Allows a project individualized program	<u>Market rate stacked condo ownership units</u> 5% of units <u>Vertical Mixed Use</u> 5% of units
West	<u>10%</u> (70% AMI)	<u>10%</u> [5% (50% AMI), 5% (60%	<u>10%</u> (70% AMI)

Sacramento		AMI)]	
Sacramento	<u>No percentage required, impact fee</u>	<u>No percentage required, impact fee</u>	<u>No percentage required, impact fee</u>
Rancho Cordova	<u>No percentage Fee required per DA</u>	<u>No percentage Fee required per DA</u>	<u>No percentage Fee required per DA</u>
Folsom	10% [3% (50% AMI), 7% (80% AMI)]	10% [3% (50% AMI), 7% (80% AMI)] *these requirements only come into effect if the developer receives funding assistance from the city	10% [3% (50% AMI), 7% (80% AMI)]

Table 2: In-Lieu Fee Requirements

City	Single Family	Multifamily	Other
Woodland	City and Developer can negotiate in-lieu fees for qualifying project	City and Developer can negotiate in-lieu fees for qualifying project	A development agreement may be utilized as an approved legislative tool and adopted as an ordinance.
Woodland – SLSP	Qualifying residential projects may pay an in-lieu fee in place of building affordable housing The current in-lieu fee as negotiated is \$64,140 per affordable unit adjusted annually. To date, Spring Lake affordable fees paid <u>per lot</u> have varied from \$2,533 to \$6,454 .	No in-lieu fee option Land dedication option	
Elk Grove	\$4,731/ market rate unit at building permit	\$2,838/ market rate unit at building permit	Based on an Affordable Housing Nexus Study - for a non-residential impact fee calculated based on square feet. The rates

			for different uses are as follows: - Commercial/retail: \$.78/sq ft - Hotel: \$2.29/sq ft - Manufacturing: \$.88/sq ft - Office: \$0/sq ft - Warehouse: 0.94 sq ft.
Roseville	Option not offered to most developers, only for small qualifying projects	Option not offered to most developers, only for small qualifying projects	
Davis	\$75,000/ required affordable housing unit	\$75,000/ required affordable housing unit	
West Sacramento	\$6375/ market rate unit	\$6375/ market rate unit	
Sacramento	Single-unit and duplex dwellings (less than 20 dwelling units per net acre): - \$2.68/sqft (FY 17/18) - \$2.77/sqft (FY 18/19) High density single-unit and duplex dwellings (20 dwelling units per net acre or more): - \$0.00/sqft (FY 17/18) - \$0.00/sqft (FY 18/19)	Multi-unit dwellings (less than 40 dwelling units per net acre): - \$2.68/sqft (FY 17/18) - \$2.77/sqft (FY 18/19) High density multi-unit dwellings (40 dwelling units per net acre or more): - \$0.00/sqft (FY 17/18) - \$0.00/sqft (FY 18/19)	Conversion of a nonresidential building to a residential use: - \$0.00/sqft (FY 17/18) - \$0.00/sqft (FY 18/19) Dwelling units in the Housing Incentive Zone: - \$1.16/sqft (FY 17/18) - \$1.20/sqft (FY 18/19) Use fees to establish an interest bearing trust fund for affordable housing est 2013.
Rancho Cordova	Determined in a case-by-case basis. Current examples on larger specific plans: ~ \$2400/ market rate unit ~ \$5000/ market rate unit	Determined in a case-by-case basis. Current examples: ~ \$2400/ market rate unit ~ \$5000/ market rate unit	

Table 3: Alternative options to affordable housing or in-lieu fees

City	Alternatives to On-Site Construction
Woodland	Developer can propose to sell or dedicate sufficient residential lots to a nonprofit developer to satisfy its obligation or to dedicate appropriate off-site land, subject to approval by Community Development Director.
Woodland – SLSP	Alternate options: - Density bonus up to 25% available to qualified projects - Land dedication option for qualified projects - Off-site affordable housing; funded by off-site affordable housing fee
Elk Grove	Technically possible for developers to submit alternate proposals, but none have.
Roseville	Must provide units either on-site or within same Specific Plan area.
Davis	Acquisition and recordation of permanent affordability restrictions on existing housing units within the city, can count towards requirement subject to city council discretion. Land dedication shall be of an irrevocable offer of sufficient land that will accommodate the affordable housing requirement (no less than 2 acres) and have complete public works infrastructure already present
West Sacramento	None
Sacramento	Land dedication (must be approved by the

	Sacramento Housing and Redevelopment Agency). Land dedications must have all site improvements completed. Construction of affordable housing units (must be more than 400 feet away from another multi-unit affordable housing dwelling complex if both projects are more than 50% affordable dwelling units).
Folsom	Land Dedication
Rancho Cordova	Developers are also required to help cities identify land where specific affordable developments can be built. Some developers decide to dedicate for this use, and the City gives them an in-lieu fee credit for the price of that land



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: J.20.
SUBJECT: Approval for the sale of the Heritage Oaks Apartments to Heritage Oaks WCC, LP, an affiliate partnership of Affordable Housing Access, Inc.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to (1) approve the sale of the Heritage Oaks Apartments to Heritage Oaks WCC, LP, an affiliate partnership of Affordable Housing Access, Inc.; (2) subordinate the existing affordable housing covenant to the purchase financing required for Heritage Oaks; and (3) authorize the City Manager to execute an affordable housing monitoring fee agreement with Heritage Oaks WCC, LP.

Staff Contract: Dan Sokolow, Senior Planner – (530) 661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact:

The annual affordable housing monitoring fee received by the City for Heritage Oaks defrays the staff costs for monitoring the project.

Background:

The 120-unit Heritage Oaks is located at 186 Muir Street (northeast corner of Muir and N. Cottonwood Street) and was acquired and rehabilitated by Heritage Oaks, L.P., a California limited partnership, in 2005 with loan assistance from the City's former redevelopment agency. Heritage Oaks, L.P. repaid the City loan in 2018 and is in contract to sell Heritage Oaks to Heritage Oaks WCC, LP, a California limited partnership, and an affiliate partnership of Affordable Housing Access, Inc. (AHA). AHA is a nonprofit affordable housing developer that has constructed, or acquired and rehabilitated more than 20,000 affordable housing apartments and homes in the western United States with its activities concentrated in California.

Discussion:

The affordable housing covenant recorded for Heritage Oaks requires the property owner to rent at least ten percent of the units (twelve units) to very low income households at rents that do not exceed 30 percent of 50 percent of median income, adjusted by household size, less a utility allowance. Not more than 108 units (or 90 percent) must be rented to low income households whose income does not exceed 60 percent of the median income at rents that do not exceed 30 percent of 60 percent of the median income, adjusted by household size, less a utility allowance. Pursuant to the covenant, the City conducts affordable housing monitoring of Heritage Oaks on an annual basis. Because the provision covering the affordable housing monitoring fee is contained in the loan agreement with the current owner and the loan was repaid in 2018, a separate affordable housing monitoring fee agreement will be needed. The covenant runs at least until 2060 and is binding on successors in interest.

Section 3 of the affordable housing covenant requires that the property owner obtain the City's approval for sale of Heritage Oaks and approval shall not be unreasonably withheld. The proposed purchaser plans to replace the roofs and paint the exterior of the buildings in the near term. On an ongoing basis as units are vacated, individual units will be upgraded with new flooring and remodeled kitchens and bathrooms. A significant project rehabilitation will not occur until AHA re-syndicates the existing tax credits financing.

Conclusion:

Prepared by: Dan Sokolow
Senior Planner


Paul Navazio
City Manager

1. Jan 21, 2020 Resolution
2. Notice of Sale

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE SALE OF THE HERITAGE OAKS APARTMENTS COMPLEX TO
HERITAGE OAKS WCC, LP**

WHEREAS, Heritage Oaks WCC, LP, a California limited partnership and affiliate partnership of Affordable Housing Access, Inc., is in contract to purchase the 120-unit Heritage Oaks Apartments complex located at 186 Muir Street; and

WHEREAS, the affordable housing covenant executed between the current owner of Heritage Oaks, Heritage Oaks. L.P., and the City and recorded in 2005, requires City approval of a property sale; and

WHEREAS, Heritage Oaks WCC, LP's purchase financing will require subordination of the affordable housing covenant.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve the sale of the Heritage Oaks Apartments to Heritage Oaks WCC, LP; approves the subordination of the existing affordable housing covenant to the purchase financing required for Heritage Oaks; and authorizes the City Manager to execute an affordable housing monitoring fee agreement with Heritage Oaks WCC, LP.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

HERITAGE OAKS, L.P.
23622 Calabasas Rd., Suite 200
Calabasas, CA 91302

January 13, 2020

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

RE: Notice of sale of Heritage Oaks Apartments, Woodland, CA 95695 under Affordability Covenant recorded February 1, 2005 in Yolo County Recorder's Office as Document No. 2005-0004976 (the "Regulatory Agreement").

To whom it may concern:

This letter constitutes formal written notice of a proposed sale under Section 3 of the above-captioned Regulatory Agreement.¹ We hereby request consent to consummate the sale of the Project and the Site (each as defined in the Regulatory Agreement) to Affordable Housing Access, Inc., a California nonprofit public benefit corporation ("AHA") or an affiliate assignee of AHA.

Heritage Oaks, L.P. has entered into a purchase and sale agreement with AHA and closing is currently scheduled for February 27, 2020.

Please let us know if you have any questions or concerns at your earliest opportunity.

Sincerely,

HERITAGE OAKS, L.P.,
a California limited partnership

By: JHC-Heritage Oaks LLC,
a California limited liability company,
Managing General Partner
By: Jamboree Housing Corporation,
a California nonprofit public
benefit corporation, Sole Member

By: 
Laura Archuleta, President

By: Heritage Woodland 120, LLC,
a Delaware limited liability company,
General Partner
By: ELF Sacramento Ventures, LLC,
a Delaware limited liability company,
Manager

By: _____
Gary E. Freedman,
Executive Vice President

cc: Bill Salamandrakis, AHA

¹ A copy of the Regulatory Agreement is enclosed for reference.

HERITAGE OAKS, L.P.
23622 Calabasas Rd., Suite 200
Calabasas, CA 91302

January 13, 2020

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

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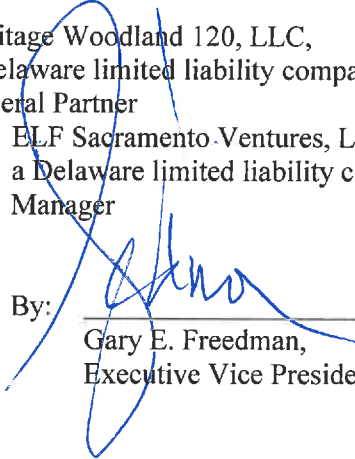
Sincerely,

HERITAGE OAKS, L.P.,
a California limited partnership

By: JHC-Heritage Oaks LLC,
a California limited liability company,
Managing General Partner
By: Jamboree Housing Corporation,
a California nonprofit public
benefit corporation, Sole Member

By: _____
Laura Archuleta, President

By: Heritage Woodland 120, LLC,
a Delaware limited liability company,
General Partner
By: BLF Sacramento Ventures, LLC,
a Delaware limited liability company,
Manager

By: 
Gary E. Freedman,
Executive Vice President

cc: Bill Salamandrakis, AHA

¹ A copy of the Regulatory Agreement is enclosed for reference.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 4, 2020
ITEM #: J.21.
SUBJECT: JAPA Smart Parking Pilot Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing a contract agreement with JAPA, Inc., in the amount of up to \$30,000 for equipment, installation and one year service management/maintenance for the JAPA Smart Parking Pilot Program; and authorizing the City Manager to execute the agreement and amendments, as necessary, up to 20 percent (\$6,000) of the agreement amount.

Staff Contact:

Erika Bumgardner, Business Development Liaison, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Fiscal Impact:

The proposed agreement with JAPA, Inc. is for an amount not to exceed \$36,000. Funding for the Smart Parking Pilot program will come from available Downtown Improvement funds within the existing FY20 General Fund budget. The use of the Japa parking technology will ultimately have a net positive fiscal impact through improved efficiencies in the parking enforcement.

Council Goals:

The Smart Parking Pilot program aligns with the City Council Goal of Strengthening Downtown which calls to “effectively manage and allocate parking resources to maximize utilization of existing space in the Downtown.”

Background:

Efficient circulation and effective parking management are important components of a successful commercial district. Recent innovations in technology are assisting universities, airports, corporate campuses and now, local municipalities, to better monitor, manage, and plan for parking and circulation needs. New “Smart Parking” technology provides jurisdictions with real time data on parking space occupancy/availability, duration of vehicle stay, parking turnover rates and violations.

For Woodland, this information can help the city analyze parking utilization and demand to better inform future planning efforts, particularly in the downtown. This data will also allow the city to more effectively utilize staff resources, including the allocation of police resources for parking enforcement. As important, smart parking technology has the ability to improve the downtown experience for customers, visitors, and employees; assisting drivers find available parking efficiently and in close proximity to their desired destination. The technology also has the added benefit of reducing congestion and emissions resulting from drivers looking for available spaces or needing to move their vehicles to avoid expired timelimits.

The City has a unique opportunity to take advantage of this new technology, while also supporting a local entrepreneurial start-up, JAPA, Inc. (“Just a Parking App”), headquartered in Woodland. Established in 2016

by a group of UC Davis students, JAPA is a Woodland-based smart parking technology company. Their mission is to help people “park smart and stress less.” JAPA uses pioneering technology to create efficient smart parking solutions that make the parking experience for customers easier, while allowing the City to become more efficient in parking management and planning through their parking management platform. A 12-month pilot of the JAPA smart parking technology is recommended for City Council consideration. The proposed smart parking technology and pilot program is described in detail below.

Discussion:

About JAPA Smart Parking Technology. The JAPA Smart Parking System is comprised of wireless, surface mounted sensors installed in individual parking spaces. Each vehicle-detecting sensor has up to a 10-year battery life and is adhered to the asphalt with no required utility connections or roadway cuts. A majority of the sensor monitoring and maintenance is conducted wirelessly and remotely. The sensors feed parking activity information directly through radio frequency to a base-station that connects to the internet either via cellular data or ethernet. Real time parking data is then displayed through the JAPA Smart Parking System via the JAPA Management Platform and the Consumer Mobile Parking Application (i.e. smart phone app).

The JAPA Management Platform provides a variety of charts and graphs used for reporting, management and enforcement. The data collected (available by lot, space and time) will allow the city to optimize parking policy hours, time limits, parking asset management (i.e. loading zones, red zones, electric vehicles, ADA spaces and other specialty spaces), and enforcement planning and resource management.

Reports available through the JAPA platform include:

- Occupancy – representing the percentage of time a given lot was occupied within a period of time
- Duration of Stay – representing the average duration for all arrivals
- Turnover – representing the number of cars per space per hour within a time period
- Violations – representing a real-time and historic view of parking sessions that have an over limit or no parking violation

The JAPA mobile parking app (iOS and Android compatible) allows users to easily find available parking in close proximity to their desired destination. The app also provides information regarding parking time limits so customers can find spaces that best fit their shopping and dining needs. The app can notify customers when their parking time limit is set to expire, allowing them to “stress less” about parking and enjoy their downtown experience worry free. If a customer needs to relocate their vehicle, they will have the ability to easily search for a new parking space through the app if they desire more time downtown. Business owners and employees will also benefit from the time saved searching for parking.

Pilot Program. Through a one-year agreement with JAPA, Inc., the proposed pilot program will include the installation of approximately 150 parking sensors in select parking spaces in downtown. The pilot will involve the public parking spaces on Main Street between Third and College Street; First Street between Main Street and Court Street; and within the public parking lot #5 across from City Hall (see map below). The City will test the accuracy of the parking sensors and the JAPA smart phone app’s ability to inform drivers of the “real-time” availability of parking in these areas during the trial phase. During the pilot, parking enforcement will continue to chalk tires and use this enforcement method to help validate the sensor accuracy.



A primary goal of the pilot is to find out if business owners find the technology increases the ease of parking for customers in the Downtown. Information regarding the JAPA Parking App and technology will be posted next to existing parking time limit signage where the sensors are installed. Additionally, postcards with information about the pilot and how to use the app will be provided to business owners to hand out to interested customers.

Data collected during the pilot will help identify areas where longer-term parking (lower demand areas) for business owners is feasible. Lower demand areas will be analyzed as possible candidates for longer-term customer and/or employee permit parking. Data collected in areas of high demand will allow those areas to be better managed in support of Downtown businesses.

Prior to program launch, City staff will visit downtown businesses to share information about the pilot, and provide contact information if any concerns arise. At the end of the pilot period, City staff will again reach out to Downtown businesses to learn of any concerns or positive experiences not previously shared during the trial. The feedback provided will help inform the City's decision to expand use of the technology and allow the City to work with JAPA to refine any areas of concern.

Equipment repair and replacement. JAPA's parking sensors are tested to endure all weather conditions and can withstand a load resistance of 8,000 lbs. *They are also impossible to remove without specific removal agents.* However, in the case of damage or if any item of equipment is no longer operational during the term of the agreement, JAPA will repair or replace the equipment free of charge to the City. As a cloud based managed service, JAPA has a dedicated technical support team and a sensor management application that generates ongoing internal system health reports to identify any non-functioning devices or any out of service/defective equipment. JAPA provides 24x7x365 monitoring to ensure accurate and reliable data and applications are consistently available.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing a contract agreement with JAPA, Inc., in the amount of up to \$30,000 for equipment, installation and one year service management/maintenance for the JAPA Smart Parking Pilot Program; and authorizing the City Manager to execute the agreement and amendments, as necessary, up to 20 percent (\$6,000) of the agreement amount.

Prepared By: Erika Bumgardner, Business Development Liaison

Reviewed By: Ken Hiatt, Assistant City Manager



Paul Navazio
City Manager

Attachments:

1. City Council Resolution
2. Exhibit A - JAPA Inc. Proposal

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A CONTRACT AGREEMENT WITH JAPA, INC. FOR EQUIPMENT
AND PARKING TECHNOLOGY SERVICES FOR THE
SMART PARKING PILOT PROGRAM**

WHEREAS, efficient circulation and effective parking management are important components of a successful commercial district; and

WHEREAS, recent innovations in technology are assisting local municipalities better monitor, manage and plan for parking and circulation needs; and

WHEREAS, the Woodland City Council identified in its City Council 2020-2021 Goals effective management and allocation of parking resources to maximize utilization of existing space as a priority; and

WHEREAS, the City of Woodland wishes to enter into a professional services agreement (“Agreement”) with JAPA, Inc. (“Consultant”) to provide equipment and parking technology services to the city for a one-year pilot program as outlined in the attached Project Proposal (“Exhibit A”) for an amount not to exceed Thirty Thousand Dollars (\$30,000), to help the city analyze parking utilization and demand, to better inform future planning efforts and to improve the downtown experience for customers and visitors in line with the city’s priorities; and

WHEREAS, the pilot program will allow the city to test the accuracy of the parking sensors and the JAPA smart phone app’s ability to inform drivers of the “real-time” availability of parking in these areas during the trail phase; and

WHEREAS, funding for the Smart Parking Pilot program will come from funds allocated within the existing FY20 budget; and the use of the JAPA parking technology will ultimately have a net positive fiscal impact through improved efficiencies in parking enforcement; and

WHEREAS, the City Council of the City of Woodland 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 professional services agreement with JAPA, Inc., in the amount of up to \$30,000 to provide equipment and parking technology services to the city for a one-year pilot program as outlined in the attached Project Proposal (“**Exhibit A**”) and authorizes the City Manager, or his designee, to execute the agreement and amendments as necessary up to 20 percent (\$6,000) of the agreement amount. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement is within the Council authorization.

PASSED AND ADOPTED this _____ day of _____ 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

Exhibits:

A – Scope of Work



JAPA

Park Smart - Stress Less

A Smart Parking Solution, The City of Woodland.

Parking. Made Intelligent.

Japa, Inc. | Smart Parking Proposal
January 2020

City of Woodland

Community & Economic Development

300 First Street, Woodland, CA. 95695

RE: DOWNTOWN SMART PARKING PROJECT

1 COVER PAGE

January 17, 2020

Mr. Ken Hiatt, Assistant City Manager
City of Woodland
Community & Economic Development
300 First St
Woodland, California 95695

RE: SMART PARKING SOLUTION

Dear Mr. Hiatt,

Thank you for the opportunity to submit a proposal to the City of Woodland Smart Parking Project.

Parking has an immediate and direct impact on transportation and mobility challenges that are facing major cities. As the population of residents and commuters for the City of Woodland continues to grow, the burden on your current parking inventory will increase and smarter utilization of those assets will become increasingly critical. According to an IBM study, 30% of all traffic congestion is due to vehicles looking for parking.

We passionately believe that Japa's Smart Parking System will not only add value for residents and visitors via reduced traffic congestion and time spent circling for available parking; it will also empower the City of Woodland to manage its assets dynamically through real-time parking occupancy intelligence and improve parking enforcement. The proposed Smart Parking Guidance System for the project is comprised of the following: (1) Our Smart Parking System for collecting and generating occupancy data and (2) a suite of products and APIs for management, staff, patients, merchants, and visitors to access never-before available city-wide parking data and parking guidance in the City of Woodland.

Japa, Inc. is uniquely qualified to provide the quality, reliability, domain expertise and experience to satisfy and exceed the requirements of the project. We have solutions that will instrument the City of Woodland with intelligent and interconnected sensor technology, provide better parking management through analytics, automate parking enforcement and improve staff and resident experience through real-time guided parking. We are proud to submit this proposal for your consideration.

Sincerely,

Mathew Magno
CEO

2. PROPOSAL FOR INSTALLATION

	CITY OF WOODLAND A SMART PARKING SOLUTION
---	--

Proposal for installation of Smart Parking Solution at City of Woodland – 300 First St, Woodland, CA 95695

Sales Representative: Mathew Magno - CEO

Product Designer: Charles Chen - CTO

Created On: January 23, 2020

Valid through: April 23, 2020

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3. FIRM AND HISTORY	
	CITY OF WOODLAND SMART PARKING SOLUTION

3.1 Company History

Japa, Inc. is a leading smart parking company recognized for pioneering innovations in the smart parking industry. Founded in 2016, Japa has over 3 years of expertise in operating fully connected and integrated end-to-end Smart Parking Systems with patented sensing technology across the United States and Europe.

In 2018 and 2019, Japa received the Sacramento Region Innovation Award for the new Government and Civic segment recognizing our expertise in solving the many problems around parking. Japa continues to push the industry forward in parking, vehicle detection, analytics and innovative products.

3.2 Experience and Past Performance

Japa has deployed over 3000 sensors in four cities, corporate campuses and universities. Japa’s Smart Parking System has been refined over the years in numerous municipal and vastly different geographic locations. Thus, we have a unique understanding of smart parking and our system is designed and tuned to both extreme and adverse weather conditions. Our numerous and diverse deployments have enabled us to develop best practices to overcome a variety of situational operations challenges. Combining patented sensing technology and 1M+ parking events collected by our sensors into our in-house software and mobile application, we have developed a Smart Parking Platform that will provide the City of Woodland with a comprehensive, accurate and actionable Parking Guidance System. Our Smart Parking System includes:

- Patented sensing technology
- Real-time occupancy detection with 99%+ accuracy
- In-house parking algorithms
- Parking policy and demand analytics
- A Suite of Smart Parking Mobile and Web Application Services

The proposed Smart Parking System for the City of Woodland is comprised of: (1) Our Smart Parking System for collecting and generating occupancy data and (2) a suite of products and APIs for management, merchants, staff, and visitors to access never-before available city-wide parking data and parking guidance in the City of Woodland for improving wait time, parking enforcement and management, queueing, and the ecosystem of parking.

Leveraging proprietary tools specifically designed to deliver, maintain, and support parking detection systems and services, Japa has delivered both infrastructure and services efficiently and according to schedule in each of our deployments. Customer support is available 24x7x365, and remote monitoring tools and processes ensure that all hardware and software systems remain optimally available and operational.

We have included supplemental reference documentation regarding similar Japa engagements with universities and corporate campuses in the California Region.

Project Name	Customer Name	City	Region	Type	Sensor Coverage	Products & Services
Smart Parking Project for University of California, Berkeley Clark Kerr Campus	The Regents of The University of California	Berkeley	US	University	512	Japa Management, Sensors, Japa Mobile
Smart Parking Project for University of California, Berkeley Foothill Lot	The Regents of The University of California	Berkeley	US	University	230	Japa Management, Sensors, Japa Mobile
Smart Parking Project for University of California, Berkeley Lower Hearst Structure	The Regents of The University of California	Berkeley	US	University	1100	Japa Management, Sensors, Japa Mobile
Smart Parking Project for Sacramento Municipal Utility District	SMUD	Sacramento	US	Corporate Campus	100	Japa Management, Sensors, Japa Mobile
Smart Parking Project for University of California, Santa Barbara	The Regents of The University of California	Santa Barbara	US	University	1427	Japa Management, Sensors, Japa Mobile
Smart Parking Project for WALNUT CREEK	Walnut Creek	Walnut Creek	US	City	30	Japa Management, Sensors, Japa Mobile

4. PROJECT APPROACH



CITY OF WOODLAND

SMART PARKING SOLUTION

4.1 Executive Summary

With the Japa Smart Parking System, the City of Woodland can effectively facilitate sophisticated analyses, planning, and implementation of a smart parking program to achieve the operation's transportation and parking goals. The Japa Smart Parking System is a cloud-based fully managed service that can be easily accessed by users via a short tutorial which is included for both our consumer and management products. The following sections provide an overview of (1) Sensing Detection and Data Network Equipment, (2) Data Management System, (3) Consumer Mobile Parking Application.

Based on our understanding of the needs for the City of Woodland, we believe that a standard deployment of surface mounted sensor-per-space for the surface lot and on street parking would be the most prudent means to deliver a comprehensive turnkey solution for the initial parking lot and on street parking. We believe that a smart parking system consisting of surface mounted ground sensors on each designated parking space will provide the city with the data to optimize their parking management and have more efficient enforcement.

4.2 Sensing Detection and Data Network Equipment

The Japa Smart Parking System for the City of Woodland is comprised of vehicle sensing infrastructure consisting of three primary hardware components. These components provide the source of primary machine data used to generate real-time parking occupancy data. Battery-powered sensors feed parking activity information directly through radio frequency to a base-station that connects to the internet either via cellular data or ethernet.

4.3 Detection & Networking Components

Japa uses an FCC Certified, industry standard, expandable, Low Power Wide Area Network (Wireless LPWAN) to communicate bi-directionally with installed sensors. Our physicists and engineers created an optimal wireless network designed specifically for per-space parking sensors. The detection system's function is to deliver data from sensors to servers. Device updates and upgrades are also sent via the gateway to the detection system. All elements in the networking subsystem are designed for redundancy and fault tolerant operation.

1. Sensors: Japa parking sensors provide reliable and highly accurate vehicle detection at parallel, diagonal, and perpendicular parking spaces. Each sensor can be installed on paved and unpaved surfaces (asphalt and cement). Japa offers two types of sensors for vehicle detection:
 - a. Surface-mounted (ground level) sensors

b. Embedded (ground level) sensors

Surface-mounted sensors are deployed in single parking stalls. Each sensor monitors a single marked parking space, sending the data upstream in real-time over the Low Power Wide Area Network. There are no moving parts, and no openings or removable elements on either type of sensor; maintenance is performed by OTAP (Over-The-Air-Programming). Batteries providing up to ten (10) years of operation are sealed inside the unit, which is entirely filled with epoxy for robustness and vandalism resistance. Parking sensors are designed for rapid, high-quality installation and maintenance and do not impede traffic in the roadway. Each vehicle detecting sensor has up to a 10-year battery life and senses the presence of a vehicle with over 99% accuracy. These components are tested to endure the harshest of weather conditions and can withstand a load resistance of < 8,000 lbs. (3,600 kg.).

Overall, Japa sensor data is recognized as being best-in-class in the industry – the Japa sensing algorithms are unaffected by interference such as magnetic, electrical or changes in ambient light levels. The portfolio of Japa sensors has observed over 100 Thousand parking events, spanning multiple cities over a period in excess of 2 years. Data collected by our sensing system has been utilized by 3rd parties to evaluate alternative approaches to parking (CAL Mobile).

2. Base-station: The Base-station's role is to connect the Low Power Wide Area Network of Sensors to the internet. One Base-station will serve up to 20,000 sensors, depending on topography. Base-stations provide a local control point for the radio network to ensure continuous data availability. Japa uses the enhanced Raptor Protocol to manage sensor communication. Base-stations are line-powered (120V or 240V) and operate at less than 15 watts. Line-powered gateways are typically installed in tall locations and transmit data over cellular data or ethernet. The preferred cellular carrier for the Japa system is Verizon.

4.3.1 Software & Integration Components

Integrations via APIs: Japa advocates the propagation of parking information in order to address parking congestion and optimal space utilization. APIs create a real-time parking information marketplace for the City, transportation partners and developers. We currently have two APIs in service that include:

1. *Parking Guidance API* – Real-time parking availability for On-Street and Off-Street parking locations, including parking policy regulations, restrictions, and pricing.
2. *Parking Facility API* – Inbound API that receives Real-time parking availability from 3rd Parties for integration. This API provides a programmatic way for a system integrator or a facility operator to post availability data, implement appointment/scheduling tools, and can be used with EMR.

4.3.2 Technical Support

As a cloud based managed service, Japa has a dedicated Technical Support team and a proprietary sensor management application that generates ongoing internal system health reports to identify any non-functioning devices or any out of service/defective equipment. Following this process, Japa's Field Service personnel will arrange all required field maintenance of system components. All replacement equipment and installation costs will be the responsibility of Japa.

Japa provides Service Level Agreements (SLAs) for application and sensor uptime, as well as response time commitments per severity level. Japa provides turnkey service for all monitoring and system maintenance in fulfillment of the SLA.

Japa provides 24x7x365 monitoring to ensure accurate and reliable data and applications are consistently available. This includes continuous monitoring of core network and data components related to service delivery. This is conducted from our central Network Operations Center (NOC) from which we monitor the following components:

- Data center
- Servers and Applications
- Power and Network Availability managers and planners

The technical support team is available via telephone 877-PRK-JAPA and email support at contact@japa.one Monday through Friday during regular business hours.

4.3.3 Equipment Repair or Replacement

Japa will repair or replace, at its option and free of charge to Customer, any item of Equipment that is no longer operational during the Term of the Agreement. Notwithstanding the foregoing, if an item of Equipment is no longer operational because of (a) the Equipment has been used with products or services that are not compatible with Japa's Service or (b) the Equipment is damaged as a result of actions taken by Customer or its agents, then Customer shall pay Japa:

- \$100 per Sensor for the costs incurred to replace such sensor
- \$2,000 per Base-station for the costs incurred to replace or repair such base-station, as needed.

All invoices must be paid within forty five (45) days of invoice.

4.4 Data Management System

As a cloud based managed service, Japa provides our various Data Management Systems and Applications via a Software as a Service (SaaS) distribution model. For this reason, Japa will plan, build, install, own, operate, maintain and service the Japa Smart Parking System. No IT equipment will be required by the operation in order to consume these services other than a web-enabled browser and smart mobile phone or tablet. Japa supports standard web browsers on Windows, OS X, and Linux platforms. Japa supports standard mobile devices on iOS and Android platforms.

4.4.1 Software as a Service (SaaS)

The Japa services are licensed on a subscription basis and are centrally hosted in our cloud. No local software needs to be installed as the System is SaaS Based. The services are highly fault tolerant and running in a scalable datacenter. They are deployed as SaaS applications and are being monitored 24x7x365 by the Network Operations Center (NOC) staff.

Incorporating the City of Woodland Parking System into this existing cloud is a simple process of adding a one-time setup of a few tools to deploy the City of Woodland sensors and networks into our platform model. Server hardware may be scaled by adding Virtual Machines if needed, and the whole system can be setup in a seamless manner within hours.

SaaS Licenses: During the maintenance and support phase, Japa will provide the City of Woodland with licenses to access Japa Parking Services. Regular enhancements are based on customer requests,

engineering enhancements, bug fixes, etc. Upcoming releases of new features will be communicated and coordinated with the operation as a part of our release process. Supplemental information about the privacy policy can be found: <https://parkjapa.com/PrivacyPolicy.pdf>

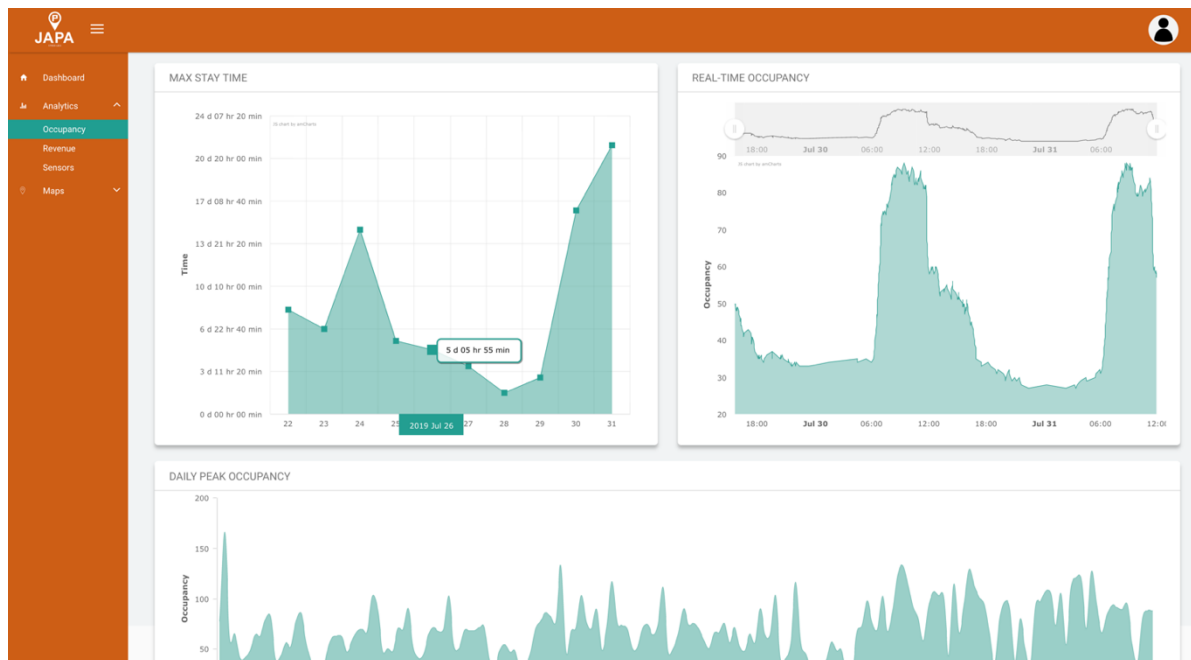
4.4.2 Japa Applications and Professional Services

Japa's Smart Parking System provides a variety of ways to consume both historical and real-time data. Depending on whether Japa is in possession of primary, secondary, or a combination of both data types, we can offer historical analytics via a self-service Analytics Dashboard web portal.

Real-time data is displayed by the Japa Smart Parking System via our Japa Management Platform, Consumer Mobile Parking Application and digital signage.

4.4.3 Japa Management Platform

Japa Management Platform is a web-based analytics platform that provides access to a standard set of Occupancy, Turnover, Duration of Stay and Violations. It is built with an easy-to-use and intuitive data dashboard featuring a suite of dynamic charts and graphs used for reporting, management and enforcement.



Reports Available:

- **Occupancy:** Represents the percentage of time a given lot was occupied during each hour within the period.
- **Duration of Stay:** Represents the average duration for all arrivals during each hour within the period.
- **Turnover:** Represents the number of cars/space/hour for all sessions during each hour within the period.
- **Violations:** Represents a real-time and historic view of parking sessions that have an over limit or no parking violation

Utilizing data generated by our parking system we can help you optimize:

- Parking Policy Hours
- Parking Policy Time Limit
- Parking Rates
- Parking Asset Management (Loading Zones, Red Zones, Electric Vehicles, ADA Spaces, and other Specialty Spaces)
- Enforcement Planning and Resource Management

Data & Report Access Options:

- 24/7 access to view, analyze and export data via our management platform
- View data by lot and space and by minute, hour, day, week, or month

4.4.5 Client Services

4.4.5.1 Professional Client Success Services

Japa is committed to the City of Woodland's success on this project. Japa will assign a dedicated Client Success Account Manager (CSM) in order to ensure successful on-boarding and client issue resolution.

4.4.5.2.1 Planning, Deployment and Installation Services

Japa is one of the only companies to offer flexible and customizable deployment options to accommodate specific parking needs based on such criteria as, deployment area (surface lot/garage), deployment type (demarcated/non-demarcated), and specific parking needs. The Japa Smart Parking System is also designed with scalability in mind for future expansion areas. After an assessment of high-level needs, Japa will work closely with the operation to determine the most suitable deployment plan, including scope recommendations, assessments of required equipment, detailed survey of parking infrastructure, and network design.

4.4.5.2.1.1 Standard Deployment Option: Sensor-per-Space

The Standard Deployment entails the installation of a single sensor-per-space that observes every space and provides customers access to granular parking data with value-added services such as automated enforcement and more granular analytics by individual days.



4.4.5.2.2 Service Management and Maintenance

As a cloud-based managed service, Japa is responsible for and will update and maintain all of the Japa applications and infrastructure in a state of good health.

Japa has a proprietary sensor management application that generates ongoing internal system health reports to identify non-functioning devices or any out of service/defective equipment. An alert gets generated and

field service gets notified immediately upon the failure of devices and base-stations. Following this process, Japa's Field Service personnel will arrange all required field maintenance of system components. Japa will identify cause of failures within 24 hours and repair system to fully functioning condition within 24 hours.

Japa provides 24x7x365 monitoring to ensure accurate and reliable data and applications are consistently available. This includes continuous monitoring of core network and data components related to service delivery. This is conducted from our central Network Operations Center (NOC) from which we monitor the following components:

- Hardware data
- Servers and Applications

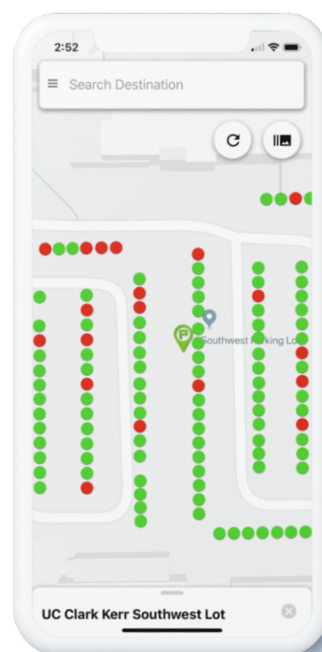
4.6 JAPA™ - Consumer Mobile Parking Application

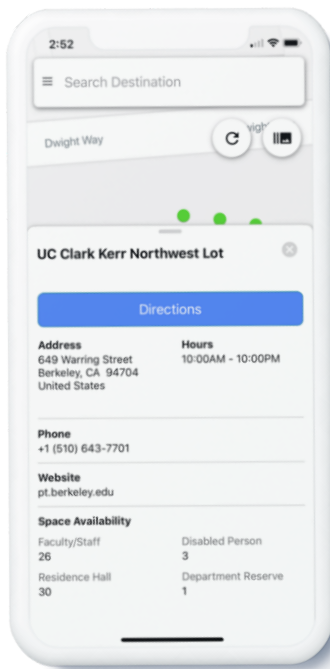
JAPA™ is a free consumer mobile application available on iOS and Android smartphones. JAPA™ provides motorists with guidance to available parking on-street, in surface lots and garages. It shows pricing, hours of operation, type of payment options, policy information, and management/enforcement contact information. Consumers using the mobile application can have JAPA™ send notification when their parking time limit is set to expire. JAPA™ is offered in multiple languages and is extremely easy to use. Future features include: Bus and transit information, permitting and payments for parking, and violation indicator.

JAPA™ is part of our offering to all commuters in the markets we currently operate. Three (3) current referenceable customers where we use live sensor data to enable parking availability guidance are:

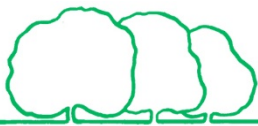
1. Berkeley, California
2. Sacramento, California
3. Santa Barbara, California

Below are supplemental visuals regarding JAPA™ Mobile Application





5. INSTALLATION AND IMPLEMENTATION PLAN



City of Woodland

CITY OF WOODLAND

SMART PARKING SOLUTIONS

5.1.1.1 Project Schedule

Japa is proposing a pilot project to help achieve the parking enforcement and management goals set forth by the City of Woodland. This project is to provide a turnkey solution that will allow the city to better understand the actual parking needs of the city, optimize utilization and leverage existing infrastructure, offer useful tools to the staff as well as downtown customers and employees in locating available parking in the lot and on the street. We propose to provide a system that can scale easily to accommodate other areas in the city for future coverage.

5.2 Project Scope

The pilot project will be to plan, build, and install the surface lot vehicle detection system that can be used in the following locations:

1. Parking Lot #5 (east of City Hall)
2. Main Street (Third to College Streets)

3. First Street (Main Street to Court Street)

The vehicle detection system for the pilot project consists of approximately 150 surface mount ground sensors, a base station, and antenna. Additional, Japa will provide the City 15-30 parking fast-pass sensors for testing as future employee parking permit technology.

Notification of Equipment delivery schedule will be provided within 4 weeks following the execution of Order Form/Contract and notice to proceed from Customer. Configuration and delivery of applications will commence within 6 weeks following successful deployment and testing of the completed network. Network Plan deployment schedule will be contingent upon availability and time required to secure necessary local permits for Network Plan installation if plans are not to use cellular data.

Installation and deployment of the pilot area are estimated to take fourteen (14) days for installation of the system and 1 week to calibrate the network.

5.2.1.1.1 Deployment Plan

After contracting, Japa will conduct a full survey of the service area, gathering information on the locations of all parking spaces and their policies, as well as locations available for use under the contract for installation of base-stations and sensors.

Once the survey is completed, Japa will make recommendations for scope adjustment, if needed and produce the following deliverables:

- **Network Plan:** Network plans determine where sensing system infrastructure should be installed based on a finalized service area. These plans will be fully mapped for customers to review prior to the development of installation plans. They will show proposed locations of all equipment: sensors, antenna, and base stations.
- **Installation Plan:** Installation plans determine scheduling and logistics for the realization of approved/reviewed network plans. Plans are optimized for efficient deployment by crews combined with tolerances for the stall closures needed for sensor installations. The installation plan will be drafted based on discussions with the customer at the kick-off meeting, and then finalized at subsequent meetings with the customer prior to commencement of installation.

5.2.1.1.2 Japa/Contract Installation Process:

The installation of Japa devices requires no special expertise from an onsite labor force and can be provided by any properly trained and equipped crew. Complete documentation of installation procedures as well as onsite training are provided by Japa. There are no configuration or provisioning steps to be performed during installation, so installers can focus on the simple installation of components according to the documentation and project plans.

Site Preparation: A qualified electrician prepares all location infrastructure designated to host devices requiring AC power. The only Japa device requiring AC power is the base-station, which manage up to 20,000 parking stalls, connected to an antenna, and are generally installed at high locations for the best connectivity.

Device Installation: One independent installation crew is used to install the ground-based parking sensors.

AC powered devices (base-station) are installed using steel banding and connected to cabling installed during the Site Preparation step. The installation process for these devices takes approximately 30 minutes.

Surface mount ground sensors are installed by crews equipped with adhesive epoxy supplied by Japa. Installation of surface mount ground sensors takes approximately 2 minutes per device.

Crews are supplied with plans and kits organized by sub network for tracking purposes and may select any device from the kit for installation at a location indicated in the plans.

The final installation step involves scanning surface mount ground sensors against a list of locations by the DMW. Each ground sensor contains a QR code that encodes information on its serial number. That information is scanned into the list, and the list is uploaded into the Japa servers.

5.2.1.1.3 Roles & Responsibilities

Japa Responsibilities

- Develop mutually agreed upon sensor and Network Equipment deployment plan (“Network Plan”)
- Install all Equipment in accordance with Installation Plan
- Maintain all sensors and Network Equipment in fully functioning condition
- Assist City in developing public information and marketing resources regarding the location and how to use JAPA™ to locate available parking and when time limits are set to expire.
- Provide initial training and instruction guides to parking enforcement staff in use of the applications
- Provide one public meeting to offer training and instruction to staff and public on use of the JAPA™ mobile application
- Provide training to staff on how to run analytical reports
- Remove Equipment at end of Term, with the exception of parking sensors which can remain in place

City of Woodland Responsibilities

- Secure all required permissions and permits granting installation at no cost to Japa
- Arrange for applicable parking stall closures and sign postings
- Arrange for continuous power for base-station(s) through an acceptable source (120 or 240V, 50 or 60 Hz) at a location (or locations) in accordance with Network Plan
- Design and install all signage
- Cooperate with Japa in establishing metrics and providing necessary benchmark data
- Use best efforts to notify Japa 10 business days prior to scheduled road paving or slurring activity of areas with sensors
- Promptly notify Japa of anticipated power interruption to base-stations or removal of base-stations by Customer’s maintenance crews
- To the extent available, provide parking space geographic latitude and longitude data to Japa
- To the extent available, provide real-time and historical parking information

Japa Consumer Guidance App Marketing Plan

Japa will partner with the City of Woodland to roll out the Pilot Project and marketing of the Japa app to consumers. Japa and City will jointly develop and execute an effective marketing and messaging campaign.

5.3 Network Plan Expansion

Should the City desire to expand the Pilot Project to include additional ground sensors in parking spaces on downtown streets or surface parking lots, Japa agrees to cooperate with the City on the expansion of the Network, including:

The existing base station(s) and antenna(s) installed with initial installation will be coverage tested to assure all additional sensors will be serviced.

Notification of Equipment delivery schedule will be provided within 4 weeks following the execution of Order Form/Contract and notice to proceed from Customer.

Configuration and delivery of applications will commence within 6 weeks following successful deployment and testing of the completed network.

Network Plan deployment schedule will be contingent upon availability and time required to secure necessary local permits for Network Plan installation if plans are not to use cellular data.

Installation and deployment of the pilot area are estimated to take fourteen (14) days for installation of the system and 1 week to calibrate the network.

Pricing for expansion of the Network Plan shall be as outlined in the attached Pricing Proposal.

5.3.1.1.1 Deployment Plan

After Network Plan expansion has been approved to start, Japa will conduct a full survey of the parking spaces in the scope, gathering information to determine optimal base station and antenna placement and a procedure for sensor installation.

Once the survey is completed, Japa will make recommendations for scope adjustment, if needed and produce the following deliverables:

- A Network Plan for review by the customer, showing proposed locations for all equipment required to deliver services in the finalized geographic scope.
- An Installation Plan for review by the customer, showing a timeline for installation of all equipment based on the approved network plan.

Network Plan: Network plans determine where the base-station(s) and antenna(s) will be placed. These plans will be fully mapped for customers for review prior to development of installation plans.

Installation Plan: As for Phase I, Installation plans determine scheduling and logistics for the realization of approved/reviewed network plans.

5.3.1.1.2 Japa/Contract Installation Process:

The installation of Japa devices requires no special expertise from an onsite labor force and can be provided by any properly trained and equipped crew. Complete documentation of installation procedures as well as onsite training are provided by Japa. There are no configuration or provisioning steps to be performed during installation, so installers can focus on the simple installation of components according to the documentation and project plans.

Site Preparation & Installation: A qualified electrician will prepare all location infrastructure designated to host the equipment for Network Plan expansion if extra onsite base station(s) or antenna(s) require installation for optimal connectivity reach.

6. PRICING PROPOSAL

	CITY OF WOODLAND SMART PARKING SOLUTION
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<i>7.1.7.1 City of Woodland Supplemental Pricing Matrix</i>				
Summary of the Japa Section 7.0 Total System / Project Cost				
Assumptions:	Areas	3		
Number of Total Spaces (est.)	151			
Surface Lot (Lot #5 – 70 spaces)				
On-Street (Main St. and First St. – 81 spaces)				
Parking Lot #5, Main St, First St	Unit Cost		Total Costs	
Activation Fee / Sensor	\$100.00		\$15,100.00	
Sensor Installation	\$2,000.00		\$2,000.00	
Base Station & Antenna	\$1,500.00		\$1,500.00	
Total Installation and Activation Cost			\$18,600	
	Monthly	Annual		
Monthly / Annual Sensor Services Fee (per sensor)	\$4.00	\$48.00		
Total Monthly / Annual Cost	\$604.00	\$7,248.00		
Optional Network Plan Expansion				
Activation Fee / Sensors			\$100.00	
Sensor Installation			\$10.00	
Base Station & Antenna (if needed)			\$1,500.00	
Monthly / Annual Sensor Services Fee (per sensor)	\$4.00	\$48.00		

			Equipment / Installation	On-going Annual Cost
Pilot Project Grand Total			\$18,600.00	\$7,248.00

8. Attachment "A"

NWGW 2000™ Data Sheet

Summary

The Japa Gateway 2000 is a dedicated software defined radio station for ultra-narrow band Low Power Wide Area Network (LPWAN) applications. It is an ideal choice for delivering long range IoT connectivity for battery operated devices - up to 10 miles range in an urban environment, and 40 miles in open country.

Key Features

- Japa Weightless-N 2.0 radio protocol
- Configuration and administration with convenient web-based toolset
- Data transfer via flexible RESTful API
- FCC/ECC compliant
- Ideal narrow band gateway for small data IoT applications
- 10 mile range in urban environment
- Ruggedized for operation in extreme conditions – IP66
- Does not emit high power RF
- Low power without sacrificing link budget
- Supports PoE
- Data rate 25-50 bps

Antenna

AC Power Supply

INTERNET

CAT5 cable

Processing Unit

Transceiver Box

RF cable

CAT5 cable

USB-to-RJ-45 extender

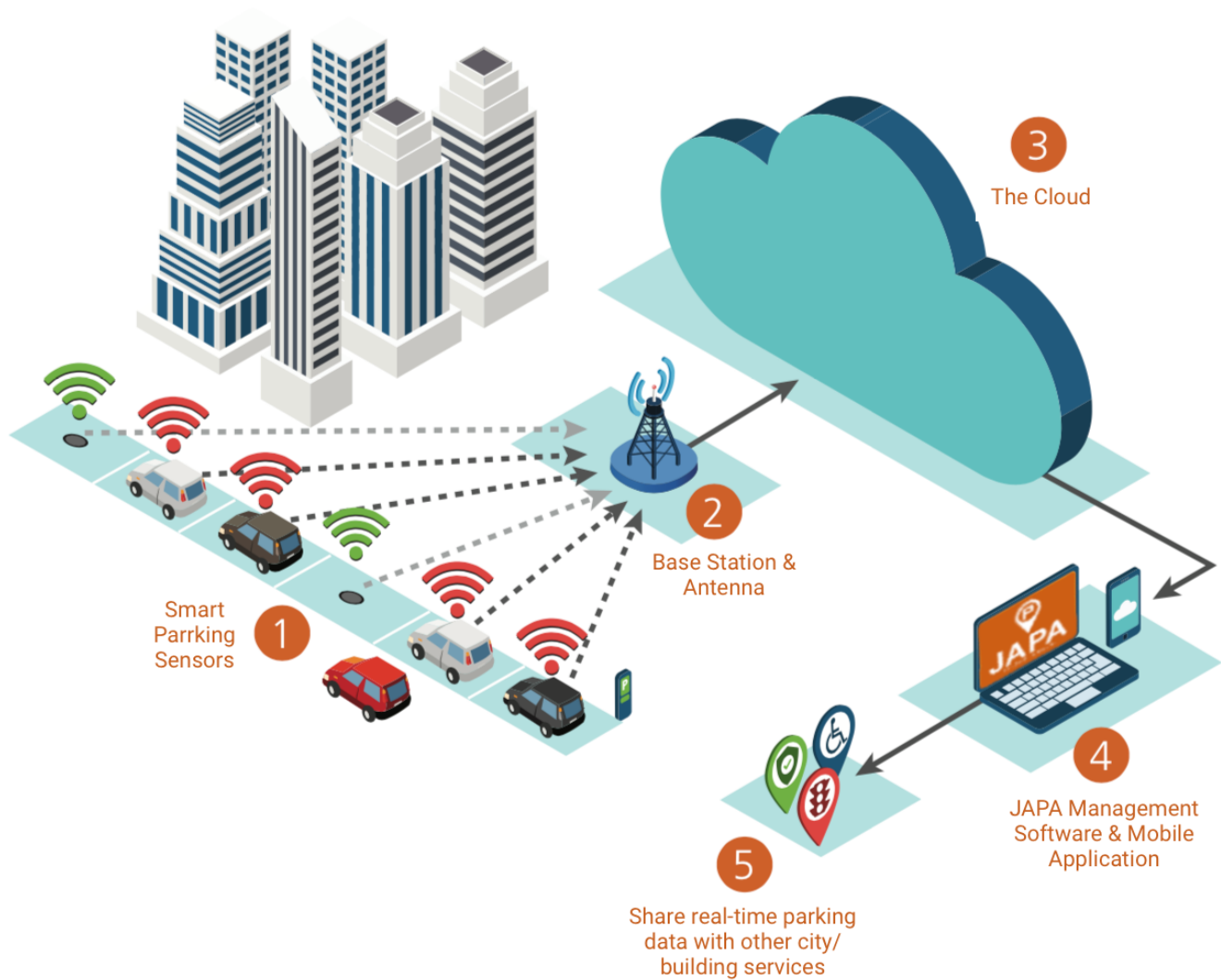
Applications

- Smart parking, intelligent traffic systems
- Automated Meter Reading
- Smart agriculture
- Wireless Sensor Networks
- Home and Building Automation
- Wireless Alarm and Security Systems
- Industrial Monitoring
- Pipeline and well-head monitoring

NGNW 2000™ Data Sheet

www.parkjapa.com

9. Attachment B – Japa Parking System Process



10. Attachment C – Sensor Flyer



Features

Accurate – The most accurate per-space parking sensors deployed

Way Finding – Turn by turn real-time guidance to actual open spaces

Overstay Detection – Immediate real-time per-space notification

Data Analytics – Real time and historical data for better management of all your parking assets

Unlimited Data Sharing – Your data is open to all way finding apps maximizing driver adoption

Flexible Data Integration – Your data is easily and quickly integrated into leading management and analytics parking apps and programs

Plan Your Parking – Check the parking before you leave the house. Maybe it's a good day to try ride sharing.

Street Ready – Streets, parking garages or open lots can all be managed with Japa per-space sensors

Reserve a Parking Space in Advance – Our per-space data empowers frictionless reservation apps

Create Parking Spaces with Japa Sensors –

Japa sensors empower businesses to keep their parking lots open after hours for your nighttime visitors

Fill all of Your Parking Spaces – Show your customers all of your vacant parking spaces and fill them efficiently

Affordable – A fraction of the price of sensors that do much less – fast ROI

Community Parking IQ – Show all your parking stakeholders, residents, and businesses the actual parking reality in their community

Stop Unlawful Parking – Bus stops, fire hydrants, crosswalks, loading zones and other restricted spaces can now be monitored continuously in real time

Scalable Services – Start with way finding and graduate to space payment through the smart parking solutions

Parking Space Price Optimization – See over and under utilized parking spaces / areas throughout the day. Price parking to drive people to the underutilized from the over utilized

Japa, Inc. • (877) 775-5272 • contact@japa.one • www.parkjapa.com



Technical

Range – Up to 10 miles line-of-sight

Battery Life – Up to a decade

Base Station Capacity – 20,000 sensors, one base station will service most downtowns

Hassle Free Wireless Network – We manage and maintain the wireless infrastructure

Maintenance Free Sensors

Small Package – Just $\frac{3}{4}$ of an inch thin

Fast Installation – Sensors install in minutes

Limited IT Needed to Install – Most systems can be installed in a day

Encryption – NSA based encryption, best in class



Specifications

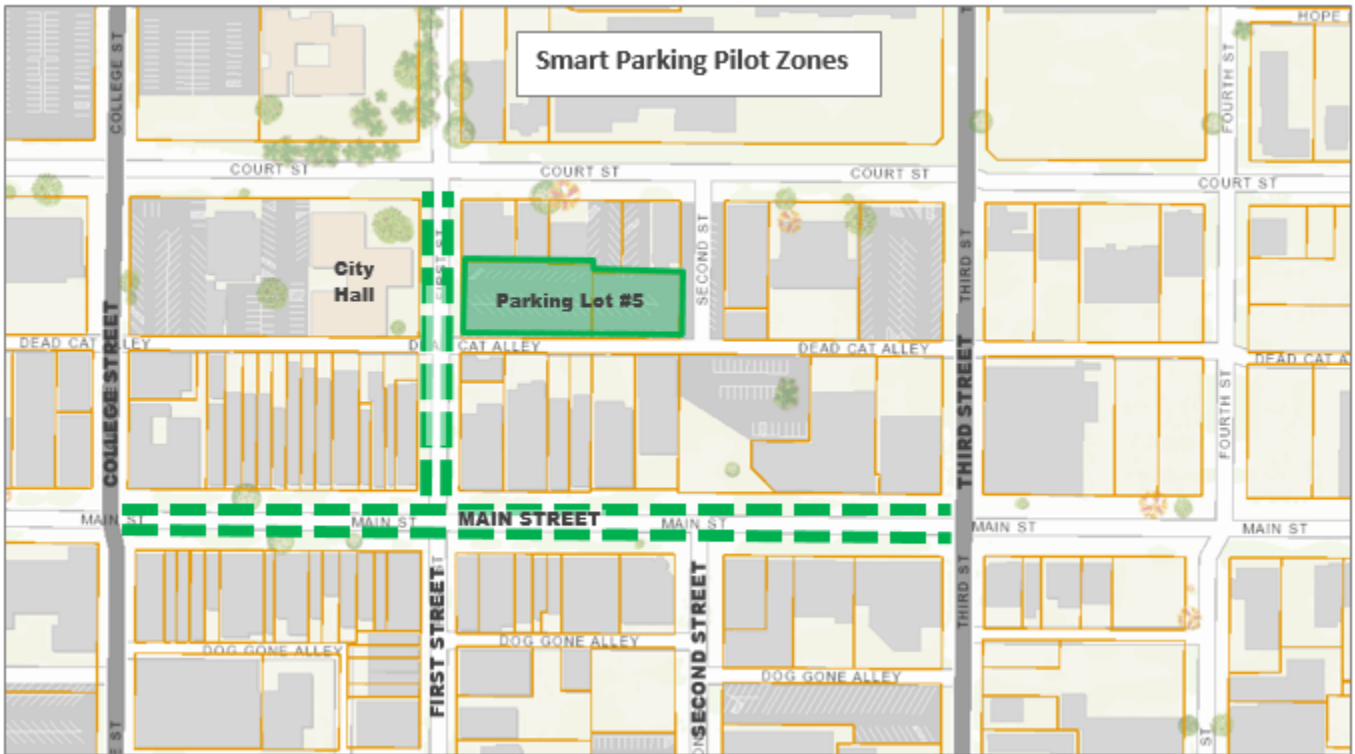
Surface Mounting	Adhesive affixing to road surface
Load Resistance	< 8,000 lbs. (3,600 kg.)
Dimensions	Dia. 7.48 in (190 mm), Height 0.79 in (20 mm)
Enclosure	UV-stabilized polycarbonate, IP68, Black (default)
Operating Temperature	-40 F to +185 F (-40 C to +85 C)
LPWAN Radio	Japa enhanced Raptor protocol
Communication Range	Up to 4 miles (7 km) Urban, up to 10 miles (16 km) Rural
Communication Frequency	ISM bands – US: 902-928 MHz, EU/UK: 865-868 MHz
Data Encryption	NSA SPECK block cypher algorithm
Battery Life	Up to a decade

Advantage

Japa's Wireless Low Power Wide Area Networking (Wireless LPWAN) is second to none. Our physicists and engineers created an optimal wireless network designed specifically for per-space parking sensors.



12. Attachment D – Smart Parking Pilot Zones



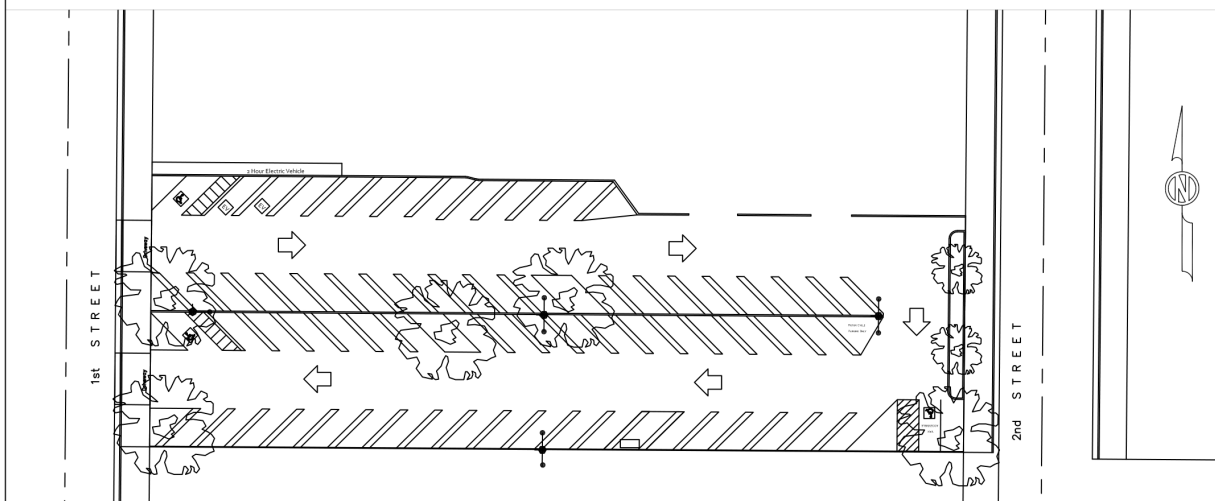
Parking Lot # 5

Lot No.	Type of Parking (Area 28404 SQ.FT.)							Total
	30Min.	2Hour/EV	Handicap	Long-Term	MotorCycle	Permit	Delivery	
5	0	66	3	0	1	0	0	70

- Legend
- DBL ST Light
 - SGL ST Light
 - C Compact
 - Van Accessible
 - Handicap
 - Electric Vehicle

REVISIONS

1	7/10/00	
2	10/03/00	
3	2/21/07	
4	6/02/09	
5	12/09/19	
DATE	7/19/99	



Downtown On-Street Parking

E-W STREET	E-W BORDERS	Regular	2-Hour	30-minute	Handicap	Loading Zone	Notes
COURT	WALNUT-ELM	X		--	--	--	unmarked stalls

Downtown On-Street Parking

N-S STREET	N-S BORDERS	Regular	2-Hour	30-minute	Handicap	Loading Zone	Notes
WALNUT	COURT-MAIN	18	--	--	--	--	
	MAIN-LINCOLN		--	--	--	--	
ELM	COURT-MAIN	17	--	--	--	--	only marked on sidewalk
	MAIN-LINCOLN	17	--	--	--	--	only marked on sidewalk
COLLEGE	COURT-MAIN	--	3	--	--	X	Loading Zone by back of restaurant
	MAIN-LINCOLN	9	--	--	--	2 X	loading zones on northern half
FIRST	COURT-MAIN	--	18	3	--	--	Updated 12/09/2019
	MAIN-LINCOLN	13	17	4	--	X	loading zone by Goodwill Store
SECOND	COURT-MAIN	--	8	--	--	--	loading zone on N-E side of street
	MAIN-LINCOLN	26	6	--	--	X	
THIRD	COURT-MAIN	25	--	--	--	--	
	MAIN-LINCOLN	23	4	1	--	--	
FOURTH	COURT-MAIN	--	--	--	--	--	unmarked stalls
	MAIN-LINCOLN	--	--	--	--	--	unmarked stalls
Totals =====>>>		149	57	8	0	5	