City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

October 2, 2018
7:00 PM

JOINT SPECIAL CITY COUNCIL/WOODLAND FINANCE AUTHORITY
7:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. Long Range Calendar

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

F. MINUTES

2. City Council Meeting Minutes of September 4, 2018 and September 18, 2018

   Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of September 4, 2018 and the Joint Special City Council/Woodland Finance Authority meeting of September 18, 2018.

3. Parks & Recreation Commission Meeting Minutes for July 23, 2018

   Staff recommends that the City Council receive the July 23, 2018 Parks & Recreation Commission meeting minutes.

G. PRESENTATIONS

4. Proclamation in Support of Fire Prevention Week

   Staff recommends that the City Council join the National Fire Protection Association in proclaiming October 7-13, 2018 at Fire Prevention Week.

5. Proclaim October 3, 2018 as California Clean Air Day

   Staff recommends that the City Council proclaim October 3, 2018 as California Clean Air Day.

6. Proclamation recognizing Clark Pacific as a recipient of the 2018 Sacramento Sustainable Business of the Year Award for green building

   Staff recommends that the City Council adopt a proclamation recognizing Clark Pacific for receiving the 2018 Sacramento Sustainable Business of the Year Award for green building.

H. CONSENT CALENDAR

7. Woodland Sports Park Concession Agreement between the City of Woodland and Las Brasas Tacos y Salsas, LLC

   Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Woodland Sports Park Concession Agreement with Las Brasas Tacos y Salsas, LLC.

8. Approve the Salary Schedule effective October 1, 2018

   Staff recommends that the City Council approve the attached salary schedule effective October 1, 2018.

9. Contract Award - FY2018/2019 Tree Pruning and Maintenance Services

   Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the FY2018/19 tree pruning and maintenance service contract to West Coast Arborists, Inc. (WCA) in the amount not-to-exceed $220,000.00.

10. Authorize the Purchase of a Chevy Silverado Work Truck for Streets Maintenance

    Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a 2019 Chevy Silverado 3500 from Winner Chevrolet in the amount of $56,181.78 under State Contract #1-16-23-23D.

I. PUBLIC HEARINGS

11. PUBLIC HEARING - OPEN AND CONTINUE - Technology Fee for Digitized Documents

    THIS ITEM WILL BE OPENED AND CONTINUED TO THE OCTOBER 16, 2018 COUNCIL MEETING.

J. REPORTS OF THE CITY MANAGER

12. Fundraising Agreement for Proposed Skate Park at Woodland Sports Park

    Staff recommends that the City Council receive the Agreement for Skate Park Fundraising between the City of Woodland and SorD Boardshop, and adopt Resolution No. _____, approving the Agreement and authorize the City Manager to execute the Agreement on the City's behalf.

13. Sports Park Update: Woodland Girls' Fastpitch Softball Complex

    Staff recommends that the Council receive an update and provide feedback on the proposal from the Woodland Girls' Fastpitch Softball Association for construction of a softball complex at the Sports Park.

14. Resolution in Support of WJUSD Bond (Measure O) appearing on the November 6, 2018 Ballot

    Staff recommends that the City Council:
    (1) receive a report related to Measure O (WJUSD School Bond) and;
    (2) consider adoption of Resolution No. _____, in support of Measure O.

15. First Reading of an Ordinance Relating to the Composition of the Parks and Recreation Commission and the terms of members relating to Parks and Recreation Commission, Traffic Safety Commission, Commission on Aging and Personnel Board

    Staff recommends that the City Council introduce first reading of an Ordinance amending certain sections related to composition and terms of members of various Boards and Commissions.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Special City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for October 2, 2018 was posted on September 28, 2018 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: October 2, 2018
ITEM #: E.1.
SUBJECT: Long Range Calendar

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

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

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

Attachments:
1. Council Long Range Calendar

Paul Navazio
City Manager

UPDATED COUNCIL LONG RANGE CALENDAR

OCTOBER 16TH **REGULAR MEETING**

Presentations
Proclamation WWI Centennial Commemoration
National Friends of the Library Week
Flood Preparedness Week – Oct 20-26, 2018

Consent Calendar
Prop 1 – Housing Bond
Prop 2 – Homeless Housing
Prop 3 - Water Bond
CSD Quarterly Report
Final Acceptance and NOC – West Street Water Transmission Main Project CIP #17-08
Award Contract for Water and Sewer Rate Study Consultant

Public Hearings
Technology Fee for Digitizing Documents

ProTerp Manufacturing, LLC Commercial Cannabis Manufacturing Facility: CUP for a Commercial Cannabis Manufacturing Facility Located at 1230 Harter Avenue, Suite F: PLNG 18-00039

Epic Bros Enterprises, Inc Commercial Cannabis Distribution Facility: CUP for a Commercial Cannabis Distribution Facility Located at 1230 Harter Avenue, Suite J: PLNG 18-00069

Tanforan Ventures, LLC Cannaibs Manufacturing, Distribution and Testing Facility: Proposed Master CUP for a Commercial Cannabis Manufacturing, Distribution, and Testing Lab Facility Located at 1460 Tanforan Avenue: PLNG 18-00027

Reports of the City Manager
Flood Project/Feasibility Study Update
Neighborhood Traffic Claming Program Update
Springlake Bonds – Re-authorization
MOU with Partnership HealthPlan
1st Quarter Budget Update/Reserve Policy

NOVEMBER 6TH **REGULAR MEETING**

Minutes
City Council Meeting Minutes of Oct. 2nd and October 16th 2018

Presentations
Proclaim Saturday, November 24th as Small Business Saturday in Woodland

Consent Calendar
Award SCBA Contract

NOVEMBER 20TH **REGULAR MEETING**

Reports of the City Manager
1st Reading Ag Mitigation

DECEMBER 4TH **REGULAR MEETING**

Minutes
City Council Meeting Minutes of November 6th and November 20th 2018

Reports of the City Manager
Election Results

DECEMBER 18TH **REGULAR MEETING**
Council Appointments/aSSIGNMENTS
2019 Council Calendar
Urban Forestry / Master Plan Tree Update – December 2018
Tree Preservation Ordinance Update – December

Future Topics / Study Sessions:
Adoption of Conflict of Interest Code
City Code Clean-up Ordinance
Animal Control Ordinance – November
Non-Conforming Use Zoning Update
Final Acceptance and NOC – 2018 Road Maintenance Project CIP #18-02
Approve Final Map 4851, Country Oaks and related agreements

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: F.2.
SUBJECT: City Council Meeting Minutes of August 21, 2018

Recommendation for Action:
Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of September 4, 2018 and the Joint Special City Council/Woodland Finance Authority meeting of September 18, 2018.

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

Attachments:
1. 09_04_2018 DRAFT CC MINS
2. 09_18_2018 DRAFT CC MINS

Paul Navazio
City Manager
City Manager

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, September 4, 2018

6:00 PM

City Council

CITY COUNCIL

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

A. CALL TO ORDER

Meeting called to order at 6:03PM.

B. ROLL CALL

All Council Members present.
Present: Council Member Barajas, Davies, Fernandez, Rodriguez and Stallard

C. PLEDGE OF ALLEGIANCE

A moment of silence was observed in recognition of the late Senator John McCain.
Pledge of Allegiance led by Mayor Enrique Fernandez.

D. COMMUNICATIONS - PUBLIC COMMENT

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

None.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

1. Long Range Calendar

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

F. MINUTES

2. City Council Meeting Minutes of August 21, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of August 21, 2018.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried on a 3-0 vote, Council Members adopted the Joint Regular City Council/Woodland Finance Authority meeting of August 21, 2018.
Mayor Fernandez and Council Member Barajas abstained from voting, as they were not in attendance at the August 21st council meeting.

Ayes: Davies, Fernandez and Stallard
Noes: None
Absent: Barajas and Rodriguez

G. PRESENTATIONS

3. Proclamation in Support of Prostate Cancer Awareness Month

Staff recommends that the City Council adopt a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2017, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

Presented Proclamation in support of Prostate Cancer Awareness Month to Gil Walker.

H. CONSENT CALENDAR

4. Appoint Member to the Personnel Board

Staff recommends that the City Council appoint Robert Nelson to the Personnel Board.

Council Members appointed Robert Nelson to the Personnel Board.

5. Approve Amendment #7 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation.

Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #7 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed $40,000.

Adopted Resolution No. 7140, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #7 WITH THE FERGUSON GROUP FOR FEDERAL REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD MITIGATION.

6. Approval of Subrecipient Agreements with the Yolo Wayfarer Center Funded through the 2017 Continuum of Care Program Competition

   Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2017 Continuum of Care program competition in the aggregate amount of $265,016 and authorizes the Finance Officer to amend the budget as necessary.

Adopted Resolution No. 7141, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR 2017 CONTINUUM OF CARE PROGRAM GRANTS.

7. Approve Increase in Maximum Loan Amount for First Time Homebuyer Loan Assistance Program

   Staff recommends that the City Council approve an increase in the maximum loan amount from $75,000 to $90,000 for the City's First Time Homebuyer Loan Assistance Program.

Approved an increase in the maximum loan amount from $75,000 to $90,000 for the City's First Time Homebuyer Loan Assistance Program.

8. Ratify Resolution No. 7127 related to rejection of bids for 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16

   Staff recommends that the City Council ratify Resolution No. 7127 previously adopted at the July 17, 2018 meeting rejecting all bids from the July 10, 2018 Bid Opening for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

Ratified Resolution No. 7127 previously adopted at the July 17, 2018 meeting rejecting all bids from the July 10, 2018 Bid Opening for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

9. Adopt Revised Job Descriptions and Approve New Classifications in the Fiscal Budget 2018/2019

Staff recommends that the City Council:
1) Adopt Revised Job Classification of Chief Water Systems Operator in the Mid Management Professional Association (MMPA); and
2) Authorize filling of the Chief Water Systems Operator and an additional Utility Maintenance Worker I/II in the Woodland City Employees Association (WCEA); and
3) Delete one (1) Senior Utility Maintenance Worker and one (1) Utility Maintenance Worker III/IV positions which were approved in the fiscal year 2018/2019 budget.

Adopted Revised Job Classification of Chief Water Systems Operator in the Mid Management Professional Association (MMPA); authorized filling of the Chief Water Systems Operator and an additional Utility Maintenance Worker I/II in the Woodland City Employees Association (WCEA); and deleted one (1) Senior Utility Maintenance Worker and one (1) Utility Maintenance Worker III/IV positions which were approved in the fiscal year 2018/2019 budget.

Council Member Stallard abstained from voting on the Consent Calendar due to Item No. 8.

On a motion by Council Member Davies, seconded by Council Member Barajas and carried on a 4-0 vote, Council Members approved Consent Calendar Items No. 4 through 9.

Ayes: Barajas, Davies, Fernandez and Rodriguez
Noes: None
Abstain: Stallard

I. REPORTS OF THE CITY MANAGER

10. Fundraising Agreement for Woodland Tennis Complex at Woodland Sports Park and Update on Other Potential New Sports Park Facilities

Staff recommends that the City Council:
1) Receive the Agreement for Tennis Complex Fundraising between the City of Woodland and Woodland Tennis Club ("Agreement"), and adopt Resolution No. _____, to approve the Agreement; and
2) Receive an update on current status of the Skate Park, Girls Fast Pitch Softball and Soccer Fields.

On a motion by Council Member Rodriguez, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 7143, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ENTER INTO AN AGREEMENT FOR TENNIS COMPLEX FUNDRAISING WITH THE WOODLAND TENNIS CLUB.

Ayes: Barajas, Davies, Fernandez, Rodriguez and Stallard
Noes: None
Absent: None

11. WJUSD Purchase and Sale Agreement - Willow Spring School Site

Staff recommends that the Council adopt Resolution No. _____:
1) Authorizing the City Manager to execute a Purchase and Sale Agreement with the Woodland Joint Unified School District for the purchase of a 4.7-acre parcel located at 1585 East Gibson Road (at Bourn Drive), formerly the site of the Willow Spring Elementary School, and adopt findings that this Agreement qualifies for a categorical exemption under the California Environmental Protection Act, and

2) Authorize a budget amendment appropriating $1.1 million from available General Fund reserves for the purchase of the subject property.

On a motion by Council Member Stallard, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Resolution No. 7144, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT FOR ACQUISITION OF THE DISTRICT'S SURPLUS PARCEL LOCATED AT 1585 EAST GIBSON ROAD (FORMER WILLOW SPRING SCHOOL SITE), MAKE APPLICABLE CEQA FINDINGS AND AUTHORIZE BUDGET APPROPRIATION OF $1,100,000 FROM AVAILABLE GENERAL FUND RESERVES FOR THIS PURPOSE.

Ayes: Barajas, Davies, Fernandez, Rodriguez and
Noes: None
Absent: None

12. Woodland Joint Unified District (WJUSD) – Aquatics Facility

Staff recommends that the Council adopt Resolution No. _____,
1) Authorizing the City Manager to execute the proposed Joint Use Agreement with the Woodland Joint Unified School District ("WJUSD") to reserve 2.5 acres of property on Pioneer Avenue, adjacent to Pioneer High School, for a future aquatic facility and finding the Joint Use Agreement to be exempt from environmental review under the California Environmental Quality Act, and

2) Authorizing a budget amendment appropriating $250,000 from Measure J provided for as a reservation of fund balance, in the FY2018/19 budget in support of the pool project.

On a motion by Council Member Davies, seconded by Council Member Rodriguez and carried unanimously, Council Members adopted Resolution No. 7145, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT USE AGREEMENT WITH THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT RESERVING 2.5 ACRES OF DISTRICT PROPERTY ADJACENT TO PIONEER HIGH SCHOOL FOR THE PURPOSE OF CONSTRUCTING A FUTURE CITY-OWNED AND OPERATED AQUATICS FACILITY, MAKE APPLICABLE CEQA FINDINGS AND AUTHORIZE BUDGET APPROPRIATION OF $250,000 FROM AVAILABLE MEASURE J FUNDS PREVIOUSLY RESERVED FOR THIS PURPOSE.

Ayes: Barajas, Davies, Fernandez, Rodriguez and Stallard
Noes: None
Absent: None

J. ADJOURN

Meeting adjourned at 7:55 P.M. in memory of Paul Roberts.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

Community and Senior Center
2001 East Street
Woodland, CA 95776

Regular Meeting Minutes

Tuesday, September 18, 2018

6:00 PM

City Council

A. CALL TO ORDER

Meeting called to order at 6:04 PM.

B. ROLL CALL

All Council Members present.
Present: Council Member Barajas, Davies, Fernandez, Rodriguez and Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Fernandez.

D. COMMUNICATIONS - PUBLIC COMMENT

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

None.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

Council Member Rodriguez announced that she would be leaving the Council meeting at 7:30 PM.

1. Long Range Calendar

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

F. PRESENTATIONS

2. Proclamation in Support of the 35th Annual National Night Out in Woodland

   Staff recommends that the City Council adopt a proclamation supporting the 35th Annual National Night Out in Woodland on October 2, 2018 and encourage citizens to participate in this unique, nationwide program that supports community-police relationships.

Adopted Proclamation in Support of the 35th Annual National Night Out.

3. Proclamation Declaring September 2018 Adult Literacy Month for the City of Woodland.

Staff recommends that the City Council adopt a Proclamation declaring September 2018 Adult Literacy Awareness Month for the City of Woodland.

Adopted Proclamation Declaring September 2018 Adult Literacy Month for the City of Woodland.

G. CONSENT CALENDAR

4. Authorize a $36,566 Increase to the Fiscal Year 2018/19 Budget to Fund Vehicle Replacements

Staff recommends that the City Council adopt Resolution No. _____, authorizing a $36,566 increase to the fiscal year 2018/19 budget to fund two vehicle replacements.

Adopted Resolution No. 7146, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A $36,566 BUDGET INCREASE TO THE FISCAL YEAR 2018/19 BUDGET TO FUND TWO VEHICLE REPLACEMENTS.

5. Approval of Funding for Participation in Countywide Homeless Coordination Project

Staff recommends that the City Council adopt Resolution No. _____, approving the following appropriation and amending the Fiscal Year 2019 budget as necessary: (1) Additional $40,000 in Housing Trust funds (Fund 326) for the City's FY 2018 and 2019 participation in the Countywide Homeless Coordination Project.

Adopted Resolution No. 7147, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING $40,000 IN HOUSING TRUST FUNDS FOR PARTICIPATION IN THE COUNTYWIDE HOMELESS COORDINATION PROJECT.

6. Carry-Over of FY2017/18 Unencumbered Appropriations

Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2017/18 to fiscal year 2018/19 totaling $771,587.

Adopted Resolution No. 7148, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2018-2019 ANNUAL BUDGET.

7. Approve Changes within the Public Works - Environmental Services Division

   Staff recommends that the City Council adopt Resolution No. _____, approving changes within the Public Works - Environmental Services Division position authorizing the revision of the job description and filling of an Environmental Resource Analyst in the Mid-Management Professional Association (MMPA) and deleting one (1) vacant position.

Adopted Resolution No. 7149, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CHANGES WITHIN THE PUBLIC WORKS – ENVIRONMENTAL SERVICES DIVISION.

8. Public Works Quarterly Status Report

   Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of June through August 2018

9. Proclamation Water Professionals Appreciation Week October 6-14, 2018

   Staff recommends that the City Council proclaim Saturday, October 6 through Sunday, October 14 as Water Professionals Appreciation Week.

Proclaimed Saturday, October 6 - 14, 2018 as Water Professionals Appreciation Week.

10. Authorize the sole-source purchase of coagulants for the Water Pollution Control Facility

    Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a sole-source purchase of coagulants from Rosa Water Technology Associates in an amount not-to-exceed $135,000 for FY19.

Adopted Resolution No. 7150, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING AND APPROVING THE CITY MANAGER'S DETERMINATION THAT THE SOLE-SOURCE PURCHASE OF COAGULANTS FROM ROSA WATER TECHNOLOGY ASSOCIATES, IN AN AMOUNT NOT-TO-EXCEED $135,000.00, IS IN THE CITY'S BEST INTERESTS AND APPROVING THE AWARD OF A CONTRACT TO ROSA WATER TECHNOLOGY ASSOCIATES FOR THE SAME.

11. Authorize the sole-source purchase of Magnesium Hydroxide MgOH for the Water Pollution Control Facility

    Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a sole-source purchase of coagulants from Hill Brothers Chemical Company in an amount not-to-exceed $100,000for FY19.

Adopted Resolution No. 7151, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING AND APPROVING THE CITY MANAGER'S DETERMINATION THAT THE SOLE-SOURCE PURCHASE OF MAGNESIUM HYDROXIDE FROM HILL BROTHERS CHEMICAL COMPANY, IN AN AMOUNT NOT-TO-EXCEED $100,000.00, IS IN THE CITY'S BEST INTERESTS AND APPROVING THE AWARD OF A CONTRACT TO HILL BROTHERS CHEMICAL COMPANY FOR THE SAME.

12. Resolution in Opposition to Proposition 6 appearing on the November 6, 2018 statewide ballot

    Staff recommends that the City Council adopt Resolution No. _____, establishing a formal position in opposition to Proposition 6, appearing on the November 6, 2018 statewide ballot.

Adopted Resolution No. 7152, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND IN OPPOSITION TO PROPOSITION 6 APPEARING ON THE NOVEMBER 6, 2018 STATEWIDE BALLOT THAT WOULD REPEAL SB 1 TRANSPORTATION FUNDING.

On a motion by Council Member Davies, seconded by Council Member Rodriguez and carried unanimously, Council Members approved Consent Calendar Items No. 4 through 12.

Ayes: Barajas, Davies, Fernandez, Rodriguez and Stallard
Noes: None
Absent: None

Council Member Rodriguez left the Council meeting after adoption of the Consent Calendar.

H. PUBLIC HEARINGS

13. Public Hearing and Approval of Program Year 2017/18 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

    Staff recommends that the City Council approve the Program Year 2017/18 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and receive an update on the Fair Housing Survey being conducted by the Sacramento Valley Fair Housing Collaborative.

Approved the Program Year 2017/18 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and received an update on the Fair Housing Survey being conducted by the Sacramento Valley Fair Housing Collaborative.

I. REPORTS OF THE CITY MANAGER

14. Homelessness Update

Staff recommends that the City Council:
1) receive a report on the progress of the Homeless Action Plan; and
2) provide feedback and direction on next steps; and
3) adopt Resolution No. _____, authorizing appropriation an additional $100,000 in support of Homeless Action Plan initiatives from funds being contributed from the Hotel Project at Freeman Park.

At 8:57 PM, a motion was made to extend the Council meeting an additional 30 minutes.

At 9:34 PM, a motion was made to extend the Council meeting for 10 minutes.

Received report on progress of the Homeless Action Plan; provided feedback and direction on next steps.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried on a 4-0 vote, Council Members adopted Resolution No. 7153, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING ADDITIONAL FUNDING FOR IMPLEMENTATION OF THE HOMELESS ACTION PLAN.

AYES: Barajas, Davies, Fernandez and Stallard
NOES: None
ABSENT: Rodriguez

J. ADJOURN

Meeting adjourned at 9:45 PM in memory of Ray Penrose.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: F.3.
SUBJECT: Parks and Recreation Commission Meeting Minutes for July 23, 2018

Recommendation:
Staff recommends that the City Council receive the July 23, 2018 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 September 24, 2018. At this meeting they approved meeting minutes from July 23, 2018.

Conclusion:
Staff recommends that the City Council receive the July 23, 2018 Parks & Recreation Commission meeting minutes.

Attachments:
1. Parks Recreation Commission Minutes 072318
2. FY18 Parks & Rec Commission Annual Work Plan

Paul Navazio
City Manager

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Parks and Recreation Commission Meeting Minutes

Monday, July 23, 2018

6:30 PM
Council Chambers

A. Call to Order

Absent: Singh

B. Roll Call

C. Pledge of Allegiance

D. Communications - Public Comment

E. Communications - Commission/Staff Statements and Requests

F. Presentation

G. New Business

1. Support Staff Recommendation for Skate Park and Tennis Court Projects

On a motion by Carla White-Snyder, seconded by Andrew Foraker and carried unanimously, Motion to support staff's recommendation to advance Skate Park and Tennis Court projects.

Ayes: Ali, Foraker, Valcarenghi, White-Snyder

Absent: Singh

H. Committee Reports

2. Standing Committee Report
    - Facilities Committee
    - Program & Department Evaluation
    - Budget & Finance Committee
    - Urban Forest Committee
    - Volunteerism Committee

I. Consent Calendar

3. Approve June 25, 2018 Minutes

On a motion by Rashid Ali, seconded by Carla White-Snyder and carried unanimously, Motion to approve the June 25, 2018 minutes as written.

Ayes: Ali, Foraker, Valcarenghi, White-Snyder

Absent: Singh

J. Other Business

4. Commission Absent Requests

No requests at this meeting.

5. Finalize and Approve 2019 Work Plan

On a motion by Andrew Foraker, seconded by Rashid Ali and carried unanimously, Motion to approve the Work Pkan.

Ayes: Ali, Foraker, Valcarenghi, White-Snyder

Absent: Singh

6. Election of Officers

Tabled item to September's meeting.

K. Report of the Staff

7. CSD Staff Report for July 2018

8. Quarterly Report

L. Next Meeting

9. September 24, 2018

On a motion by Rashid Ali, seconded by Carla White-Snyder and , Motion

Ayes: Ali, Foraker, Valcarenghi, White-Snyder

Absent: Singh

M. Adjourn

On a motion by Rashid Ali, seconded by Carla White-Snyder and carried unanimously, Motion to adjourn at 7:32 p.m.

Ayes: Ali, Foraker, Valcarenghi, White-Snyder

Absent: Singh

FY18 Parks & Recreation Commission Annual Work Plan

The Parks and Recreation Commission is committed to promoting enhanced civic engagement on key initiatives such as Measure J, Parks Master Plan, Urban Forest, Fitness Initiative, Volunteerism, etc. We will use national best practice models for enhancing community engagement through expanded outreach and service delivery strategies that meet the needs of our ever-changing and culturally diverse community.

1. Urban Forest

	Status
Objective: Partner with community groups and city staff to educate residents on our urban forest and the best ways to maintain our urban canopy. **Activities** • Work towards a goal of planting 1,200 trees in three years. • Attend meetings with community groups and city staff • Review and comment on drafts of the urban forest master plan • Review policies as needed *Lead Committee: Urban Forest*	

2. Review Facility Needs

Goals	Status
Review and evaluate facility needs and make prioritized recommendations to the City Council **Objective:** Work with staff to prioritize recommendations and where possible help develop strategies for implementation. **Activities** • Review Community & Senior Center Master Plan • Develop recommendations and submit to City Council for consideration • Review recommendations from *Program & Department Evaluation Committee* regarding facility needs for Program Expansion • Ensure Current Parks in the community are well maintained by contractors and walk the parks with staff • Prioritize existing unfunded projects, including those of the proposed Sports Park Expansion *Lead Committee: Facilities Committee*	

3. Budget and Finance Review

Goals	Status
Provide budget oversight that is consistent with the Commission's charter. **Objective:** Work with staff on key Park and Recreation fiscal issues and simplify budget reports for the Commission and public. **Activities** • Receive budget briefing from staff at least quarterly. • Committee members and staff will jointly provide quarterly budget reports to the Commission • Create a work plan for market downturn (recession) *Lead Committee: Budget and Finance*	

4. Volunteerism Committee

Goals	Status
Work with staff to review and update a volunteer list. • Reach out to individuals and organizations in the community who are willing to volunteer Identify potential projects in the community. • Talk with potential volunteers about needs/projects at the parks they use • Establish a process to utilize community volunteers in a productive and consistent manner. • Assist with a project on the site of the proposed ExPlorit Center *Lead Committee: Volunteerism Committee*	

5. Program & Department Evaluation Committee

Goals	Status
Evaluate community need for expanded programs, including, but not limited to access to additional facilities, classes, and tournaments. If so, recommend a plan to move forward featuring elements of support and resources. **Objective:** Evaluate current programs and future needs with input from Parks and Community Services Staff and local representative clubs. Determine if expanded facilities/programs are needed. **Activities:** • Meet with Parks and Community Services to determine what data they have for analysis. • Evaluate the usefulness and create a broad, community wide survey that evaluates Woodland resident's use and opinion of current programs offered by the department. • Create a generic after class/activity survey to be distributed to participants. *Lead Committee: Program & Department Evaluation*	

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: G.4.
SUBJECT: Proclamation in Support of Fire Prevention Week

Recommendation for Action:
Staff recommends that the City Council join the National Fire Protection Association in proclaiming October 7-13, 2018 at Fire Prevention Week.

Staff Contact:
Emily Richter, Fire Marshal, (530) 661-5855, emily.richter@cityofwoodland.org

Background:
Fire Prevention Week is dedicated to raising awareness about the dangers of fire and how fire can be prevented. Fire Prevention Week was established to commemorate the Great Chicago Fire - the tragic conflagration which killed more than 250 people, left 100,000 people homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres. The fire began on October 8th, 1871, but continued into, and did most of its damage on, October 9, 1871; it lasted more than 27 hours. In 1920, President Woodrow Wilson issued the First National Fire Prevention Day proclamation. Since 1922, Fire Prevention Week has been observed on the Sunday through Saturday period in which October 9th falls. According to the National Archives, Fire Prevention Week is the longest running public health and safety observance on record. The President of the United States has signed a proclamation proclaiming a national observance during that week every year since 1925.

This year's theme is "Look. Listen. Learn. Be aware - fire can happen anywhere." U.S. fire departments responded to 352,000 home fires in 2016, according to NFPA; and U.S. home fires resulted in 2,735 civilian deaths in 2016, representing the majority (78 percent) of all U.S. home fire deaths. This year's theme effectively serves to remind us that we need to take personal steps to increase our safety from fire both inside and outside the home and highlights three steps people can take to help quickly and safely escape a fire: (1) Look for places fire could start, (2) Listen for the sound of the smoke alarm, and (3) Learn 2 ways out of every room.

Discussion:
The celebration of Fire Prevention Week has been a long-standing tradition in our community. It gives Fire personnel the chance to introduce themselves to the citizens of our community in a casual learning environment. Through this interaction, members of the Fire Department education youth, teachers, and parents about the importance of fire safety and fire prevention. Again, this year, we will be implementing the Fire Grade Program into our Public Education schedule. The Fire Department uses this program in conduction with fire station tours and community events to teach the public about fire safety. The Fire Department will also be hosting two Fire Station Open House events on October 13th and October 20th.

Conclusion:
Staff recommends that the City Council join the National Fire Protection Association in proclaiming October 7-13, 2018 at Fire Prevention Week.

Prepared By: Emily Richter, Fire Marshal

Reviewed By:Rebecca Ramirez, Fire Chief

Attachments:

1. Proclamation - Fire Prevention Week 2018

Paul Navazio
City Manager

CITY OF WOODLAND PROCLAMATION FOR NATIONAL FIRE PREVENTION WEEK - OCTOBER 7-13, 2018

WHEREAS, the Fire Department celebrates the annual Fire Prevention Week in Woodland during October to ensure the safety and security of all those residing in and visiting our community; and

WHEREAS, U.S. fire departments responded to 352,000 home fires in 2016, according to the Nation Fire Protection Association (NFPA); and U.S. home fires resulted in 2,735 civilian deaths in 2016, representing the majority (78 percent) of all U.S. home fire deaths; and

WHEREAS, the 2018 Fire Prevention Week theme, **"Look. Listen. Learn. Be aware – fire can happen anywhere™"** effectively serves to remind us that we need to take personal steps to increase our safety from fire; and

WHEREAS, the mission of the Woodland Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. Through these measures, residents are able to take personal steps to increase their safety from fire, especially in their homes. For more detailed information, log onto the NFPA website at www.nfpa.org/public-education/campaigns/fire-prevention-week.

NOW THEREFORE, the Council of the City of Woodland does hereby proclaim the week of October 7-13, 2018 as Fire Prevention Week in Woodland, and calls upon all citizens and civic organizations to apply safety measures in their homes, to practice their home fire escape plan during Fire Prevention Week, and to support the public safety activities and efforts of the Woodland Fire Department and other emergency services.

PASSED AND ADOPTED this 2nd day of October, 2018

_____
Enrique Fernandez, Mayor

_____
Xochitl Rodriguez, Mayor Pro Tempore

_____
Angel Barajas, Council Member

_____
Marlin "Skip" Davies, Council Member

_____
Tom Stallard, Council Member

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: G.5.
SUBJECT: Proclaim October 3, 2018 as California Clean Air Day

Recommendation for Action:
Staff recommends that the City Council proclaim October 3, 2018 as California Clean Air Day.

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

Background:
On October 3, 2018 Coalition for Clean Air will be hosting the first California Clean Air Day and the City of Woodland has been invited to join the effort as part of Clean Air Day Mayor's Council.

Senior staff from the Coalition for Clean Air who are leading the California Clean Air Day will be at the meeting to accept the proclamation.

Conclusion:
Staff recommends that the City Council proclaim October 3, 2018 as California Clean Air Day.

Prepared By: Ana B. Gonzalez, City Clerk

Attachments:
1. Proclamation Clean Air Day

Paul Navazio
City Manager

PROCLAMATION

SUPPORT FOR AND DECLARATION OF CLEAN AIR DAY

Whereas, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

Whereas, California has some of the most polluted regions in the United States; and

Whereas, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

Whereas, emissions from vehicles, industry, and even household sources significantly affects the natural environment, air quality and well-being of residents, employees, and visitors of the City of Woodland; and

Whereas, individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

Whereas, everyone can play a role; and

Whereas, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

Whereas, Californians will be joining together across the state to clear the air on October 3, 2018; and

Whereas, the City of Woodland is committed to the health of our residents, workforce, visitors, and community at large; and

Now, therefore be it resolved, by the City of Woodland that October 3, 2018 be declared "Clean Air Day" in the City, and

Be it further resolved that we ask all City Department heads to determine how their employees can participate in Clean Air Day, as appropriate, and report back on those actions.

Be it further resolved that we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians.

Dated: October 2, 2018

_____

Enrique Fernandez, Mayor

Xochitl Rodriguez, Mayor Pro Tem

Marlin H. "Skip" Davies, Council Member

Angel Barajas, Council Member

Tom Stallard, Council Member

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: G.6.
SUBJECT: Proclamation recognizing Clark Pacific as a recipient of the 2018 Sacramento Sustainable Business of the Year Award for green building

Recommendation for Action:
Staff recommends that the City Council adopt a proclamation recognizing Clark Pacific for receiving the 2018 Sacramento Sustainable Business of the Year Award for green building.

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

Background:
The Business Environmental Resource Center (BERC) in Sacramento County has chosen six businesses/organizations to receive a 2018 Sacramento Area Sustainable Business of the Year Award based on their outstanding environmentally sustainable efforts.

Clark Pacific, a designer and manufacturer prefabricated building systems located in Woodland, was recognized as a recipient of this award under the Green Building category.

The BERC recognizes businesses and organizations in Sacramento, Placer, Yolo and El Dorado counties that pledge to adopt environmentally friendly practices and conserve resources, BERC's Sustainable Business Program is the region's benchmark for achieving sustainable practices. Since its establishment in 2007, the program has performed more than 500 certifications and re-certifications and has awarded over 200 businesses.

Prepared By: Ana B. Gonzalez, City Clerk

Attachments:
1. Clark Pacific Proclamation

Paul Navazio
City Manager

PROCLAMATION
2018 SACRAMENTO SUSTAINABLE BUSINESS OF THE YEAR AWARD
CLARK PACIFIC

WHEREAS, Clark Pacific, a designer and manufacturer prefabricated building systems has been awarded the 2018 Sacramento Sustainable Business of the Year award for green building presented by the Sacramento County Business Environmental Resource Center (BERC); and

WHEREAS, the award recognizes Sacramento-area businesses' work practices that demonstrate an outstanding commitment to sustainability; and

WHEREAS, Clark Pacific was honored for its dedication to environmentally friendly manufacturing and construction methods and significant reduction of environmental impacts at construction sites across California using off-site construction manufacturing for complete building systems; and

WHEREAS, Clark Pacific eliminated more than 3,000 concrete trucks on Stanford University's graduate housing project, which resulted in less noise, air and storm water pollution, traffic congestion, roadway degradation and impact on public safety; and

WHEREAS, Clark Pacific's two precast concrete manufacturing plants were designed for zero discharge of stormwater and other sustainable practices, such as water recycling for reuse in manufacturing, recharge of groundwater, solid waste recycling and energy conservation; and

WHEREAS, Currently, 45 percent of Clark Pacific's electrical energy needs are produced by solar, with a goal of reaching 80 percent.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland does hereby congratulate Clark Pacific for their efforts in adopting environmentally friendly practices and their contribution and outstanding commitment to sustainability.

Dated: October 2, 2018

_____
Enrique Fernandez, Mayor

Xochitl Rodriguez, Mayor Pro Tem

Marlin H. "Skip" Davies, Council Member

Angel Barajas, Council Member

Tom Stallard, Council Member

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: H.7.
SUBJECT: Woodland Sports Park Concession Agreement between the City of Woodland and Las Brasas Tacos y Salsas, LLC

Recommendation for Action:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Woodland Sports Park Concession Agreement with Las Brasas Tacos y Salsas, LLC.

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

Fiscal Impact:
The vendor will be responsible for leasing the concession trailer from the City to conduct business. The City will receive the following lease payments over the next three years:

Year 1: $11,000 ($1,100 monthly January-August, $550 monthly September-December)
Year 2: $11,500 ($1,150 monthly January-August, $575 monthly September-December)
Year 3: $12,000 ($1,200 monthly January-August, $600 monthly September-December)

Additionally, the City receives 25% of the beer sales from the concession vendor. This typically amounts to about $1,200 per year.

Since the elements of the concession trailer are almost a decade old, the vendor would be responsible for any repairs up to $400, and the City would be responsible for repairs after the initial $400.

Background:
The Woodland Sports Park opened in 2008 and contains five artificial turf fields with permanent sports lines. There are four softball/soccer fields and one field lined for only soccer. These fields are used by local soccer teams, the City's adult softball program, and tournament organizations that rent the fields, mostly on the weekends. Later phases of the Sports Park called for a permanent concession stand/restaurant to be built that would service the users of the fields and their families. Since this phase has not occurred, the City purchased a concession trailer that was to be a short-term solution.

The trailer was outfitted with several different elements, such as a fryer, a flat-top griddle, refrigerator, and microwave. Concessions at an athletic facility round out the user experience, especially for weekend tournaments when teams are expected to be in the vicinity for two whole days. This gives facility users an option to feed themselves without having to leave the park.

In April 2009, the City of Woodland began operation of the concession stand at the Woodland Sports Park to provide food and drink service to the local soccer leagues and to the baseball/softball tournament rentals during the weekends. The City contracted with Elizabeth Restaurant with an initial three-year agreement and subsequent extensions. As the most recent extension lapses, staff released an RFP in early June 2018. Staff met with interested vendors on June 27 to answer any questions and to tour the site.

Discussion:
Through the RFP process, the City has selected local business Las Brasas as the new concession stand vendor. Concession proposals were scored on the basis of experience, financial stability, staffing plan, menu options and references. The new contract will commence on November 1, 2018. Las Brasas will be offering much of their restaurant menu along with some ballpark standards and some healthy options. They will also be selling beer to patrons, (consistent with current operations) which would be consumed within the "beer garden" area.

The concession trailer would be open for evening adult softball during the week (roughly 6:00-10:00 pm), and on weekends during tournament rentals (roughly 8:00 am-10:00 pm) and local soccer league play.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Woodland Sports Park Concession Agreement with Las Brasas Tacos y Salsas, LLC.

Prepared By: Dallas Tringali, Community Services Program Manager

Reviewed By: Christine Engel, Community Services Director

Attachments:
1. Resolution
2. Woodland_ 2018 Concession Stand Agreement Las Brasas-c1

Paul Navazio
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ENTER INTO AN AGREEMENT FOR CONCESSION STAND SERVICES WITH LAS BRASAS TACOS Y SALSAS, LLC

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, the City of Woodland desires to provide concession services to the players and patrons of the Woodland Sports Park; and

WHEREAS, the City conducted a Request for Proposals for local businesses to provide concession services; and

WHEREAS, the City has selected Las Brasas Tacos y Salsas, LLC to provide food, beverage, and beer service to Sports Park users.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland hereby authorizes the City Manager to execute the Agreement with Las Brasas Tacos y Salsas, LLC. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement.

PASSED AND ADOPTED by the City Council this 2nd day of October, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Enrique Fernandez, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

LEASE AGREEMENT
BETWEEN CITY OF WOODLAND
AND LAS BRASAS TACOS Y SALSAS, LLC
FOR WOODLAND SPORTS PARK CONCESSIONS

THIS LEASE AGREEMENT ("Agreement") is entered into as of this 1st day of November, 2018 ("**Effective Date**") by and between THE CITY OF WOODLAND, a California municipal corporation ("**City**") and LAS BRASAS TACOS Y SALSAS, LLC, a California limited liability company, dba Las Brasas Express ("**Lessee**"). City and Lessee are sometimes hereinafter referred to collectively as the "**Parties**" and individually as "**Party**."

RECITALS

A. City is the owner and/or operator of an approximately fifteen (15) acre park site located behind the Woodland Community and Senior Center at 2001 East Street in the City of Woodland, California, which is more commonly known as the "**Woodland Sports Park**."

B. Lessee desires to be the exclusive operator of a concession trailer owned by the City and located at the Woodland Sports Park ("**Premises**") for the purpose of providing food and beverage services to patrons of Woodland Sports Park.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. **Agreement.** City hereby grants to Lessee an exclusive leasehold interest in the Premises and the concession rights for the sale of food, such as tacos, burritos, bacon wrapped hot dogs, fruit, salads, breakfast items, and beverages, such as coffee and soda, all known hereinafter collectively as "**Concessions**." The Concessions shall be subject to the following restrictions:

1.1 No Concessions shall be dispensed in glass or metal containers.

1.2 No tobacco products, alcoholic beverage sale or disbursal, with the exception of beer and wine pursuant to Section 1.3, shall be conducted on the Premises.

1.3 Draft beer may be sold by Lessee during hours of operation only as follows:

1.3.1 The City shall set up a clearly designated "beer garden" area adjacent to or in the vicinity of the Premises for the consumption of draft beer. The beer garden is typically open to the public from 5:45 p.m. to 10:15 p.m. on weekdays and from 7:45 a.m. to 10:15 p.m. on weekends.

1.3.2 Lessee shall, at its sole cost and expense, provide sufficient security including, but not

limited to, a security guard approved in advance by the City for the purpose of ensuring that persons who have purchased beer from Lessee are adhering to the rules and regulations of the beer garden. Security shall be present during all hours in which beer is sold or disbursed by Lessee and is available to and is being consumed by the public. Lessee shall be solely responsible for ensuring that there is sufficient security at all times and that such security is adequately enforcing any and all rules and regulations applicable to the beer garden, including City's policies.

1.3.3 Lessee shall, prior to the sale or disbursal of beer, obtain a valid permit from the City Community Services Department pursuant to Section 15-28 of the Woodland Municipal Code, as amended or renumbered from time to time. Lessee shall retain possession of the permit during all hours in which beer is sold or disbursed by Lessee and is available to and is being consumed by the public. Lessee shall post signage in and around the beer garden and the Premises notifying all persons in possession of alcoholic beverages that the beer garden is restricted to the consumption of beer obtained from Lessee and that no persons shall possess or consume beer outside the boundaries of the beer garden.

1.4 The City reserves the right in its sole and absolute discretion to make or enter into exclusive product marketing agreements, which agreements shall be binding on Lessee, and/or to reasonably restrict the sale of specific products.

1.5 This Agreement shall not inhibit or prevent City from authorizing other organizations to sell novelties (non-food items) in Woodland Sports Park.

2. **Term**. The term of this Agreement shall begin on **November 1, 2018** and terminate on **December 31, 2021**, unless earlier terminated pursuant to the provisions contained herein. The Parties may extend this Agreement at any time by mutual written consent. During such extension, except as provided in Section 3, all terms and conditions of this Agreement shall remain in effect.

3. **Rental**.

3.1 Security Deposit. Prior to the Effective Date of this Agreement, Lessee shall deposit with City the sum of Two Thousand Five Hundred Dollars ($2,500.00) ("**Security Deposit**") in cash or in-kind funds to secure Lessee's faithful performance of the terms, covenants and conditions of this Agreement. City's obligations with respect to the Security Deposit are solely that of creditor and not of trustee. City shall not be required to keep the

Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on the Security Deposit. City may use the Security Deposit, or any portion thereof, to cure a default or to compensate City for damages sustained by City resulting from Lessee's default or arising from Lessee's use of the Premises beyond normal wear and tear. If Lessee is not in default at the expiration or termination of this Agreement or if City has not used the Security Deposit for repairs, City shall return any unused portion of the Security Deposit to Lessee.

3.2 Rent. Lessee shall pay to City, on the first day of each calendar month during the term of this Agreement, the amounts set forth in this Section 3.2 as compensation for the concession rights, for the use of the Premises, and for associated reasonable electrical and water costs. Each payment shall be delivered to the City at the address listed in Section 19.1 or at such other place as designated by written notice from City. The payment amount for any partial calendar months during the term of this Agreement shall be prorated on a daily basis. The rental payments set forth herein shall be in addition to all other costs and expenses set forth in this Agreement.

3.2.1 For that period from November 1, 2018 to December 1, 2018, a monthly payment of Five Hundred Fifty Dollars ($550.00).

3.2.2 For that period from January 1, 2019 to August 31, 2019, a monthly payment of One Thousand One Hundred Dollars ($1,100.00).

3.2.3 For that period from September 1, 2019 to December 31, 2019, a monthly payment of Five Hundred Fifty Dollars ($550.00).

3.2.4 For that period from January 1, 2020 to August 31, 2020, a monthly payment of One Thousand One Hundred Fifty Dollars ($1,150.00).

3.2.5 For that period from September 1, 2020 to December 31, 2020, a monthly payment of Five Hundred Seventy-Five Dollars ($575.00).

3.2.6 For that period from January 1, 2021 to August 31, 2021, a monthly payment of One Thousand Two Hundred Dollars ($1,200.00).

3.2.7 For that period from September 1, 2021 to December 3, 2021, a monthly payment of Six Hundred Dollars ($600.00).

3.2.8 In addition to the foregoing, Lessee shall pay to City a monthly payment equal to twenty-five percent (25%) of the gross revenue generated from the sale of beer.

3.3 Penalties. If Lessee fails to deliver any payment(s) set forth above on or before the date specified, Lessee shall add ten percent (10%) of the unpaid amount, plus simple interest at a rate of one and a half percent (1.5%) per month, to the balance of the amount due from the date the payment(s) were due until the date the payment(s) are delivered to the City.

3.4 Extension of Agreement. Prior to approval of any extension of this Agreement pursuant to Section 2, the Parties shall mutually reevaluate and agree on a readjustment of the payment amount(s) and schedule(s) set forth herein. The parties agree that any new payment amount shall not exceed five percent (5%) of the last applicable payment amount in any extension or amendment to this Agreement.

4. **Hours of Operation**.

4.1 Regular Hours of Operation. Lessee shall operate the Premises in conjunction with events scheduled at the Woodland Sports Park. Typical hours are from 5:45 p.m. to 10:15 p.m. on weeknights, 7:45 a.m. to 10:15 p.m. on weekends, and during, as well as thirty (30) minutes prior to and following, all scheduled games, tournaments, and events at Woodland Sports Park. The City shall provide a schedule to Lessee of the events scheduled for Woodland Sports Park at least one (1) month prior to the first event at which Lessee shall offer Concessions. The City shall forward changes to the scheduled events (additions or deletions) to the Lessee as soon as available, but no less than twenty-four (24) hours in advance of the scheduled event. Lessee shall have no obligation to operate the Premises if inclement weather results in the cancellation of an event at the Woodland Sports Park.

4.2 Special Events. City may require Lessee to operate the Premises during certain special events and at other locations including, but not limited to, the annual 4th of July celebration at Woodland Senior High School. City shall notify Lessee at least thirty (30) days in advance of a special event of the required location and time(s) of operation of the Premises.

5. **Litter Pick-Up and Janitorial.** City, at its expense, shall provide garbage disposal facilities, including a metal dumpster with weekly scheduled pickups, for the Premises. Lessee will be responsible for litter pickup within a 100' radius of the Premises and the beer garden area. Lessee shall be solely responsible for any costs incurred by the City in the collection and/or disposal of refuse that exceeds the garbage services provided by City pursuant to this Section 5 and shall pay the amount, in full, within ten (10) days of delivery of a bill for costs.

6. **Maintenance**.

6.1 Ongoing Maintenance and Minor Repairs. Lessee shall be responsible for all minor repairs and daily upkeep on any and all equipment located within the Premises as well as the interior and exterior of the Premises. Lessee accepts the Premises in its current condition as of the Effective Date of this Agreement and shall maintain the Premises in the same or better condition during the term of this Agreement. Accordingly, Lessee shall, at its sole expense, be responsible for minor improvements (in accordance with Section 8), maintenance, repairs and daily cleaning of the Premises.

6.2 Major Maintenance and Repairs. For purposes of this Section 6.2, a "major" repair means any repair or maintenance project that exceeds Four Hundred Dollars ($400.00).

Lessee shall inform City of the need for any major repair and shall contribute the first Four Hundred Dollars ($400.00) to the cost of such major repair or maintenance. All costs in excess of Four Hundred Dollars shall be borne by the City, and all such major repair and maintenance projects shall be considered a City project for purposes of public bidding, procurement, and prevailing wages.

6.3 Lessee's Damage to the Premises. Any damage to the Premises resulting or arising from the negligent operation by Lessee shall be repaired by the City at Lessee's expense. If Lessee does not promptly reimburse City for such work, City shall use Lessee's deposit to pay for the work.

6.4 Plumbing and Electrical Work. Lessee shall be solely responsible for any plumbing, electrical or mechanical repairs made to the Premises. The City shall in no way be obligated to pay for any plumbing, electrical, or mechanical repairs made to the Premises without the prior written authorization of the City Community Services Director. Written authorization shall not be unreasonably withheld.

6.5 Storage. The City is not obligated to supply storage facilities or other facilities or equipment other than those available within the Premises.

6.6 Security. Lessee shall be solely responsible for the security of, and any costs associated with the repair or replacement of, all equipment, supplies and materials located at and stored in the Premises.

7. **Improvements.**

7.1 Lessee shall not construct improvements to the Premises without the express written approval of the City Community Services Director. Such approval shall not be unreasonably withheld. A request to construct improvements to the Premises shall include a construction plan submitted to the City Community Services Department.

7.2 Construction of approved improvements shall both comply with City's construction standards and be subject to inspections by City staff. Approved improvements shall be constructed at Lessee's sole cost and expense. All such improvements shall become the property of City; provided, however, that Lessee may, upon termination of this Agreement, remove from the Premises all equipment belonging to and installed by Lessee so long as such removal does not cause damage to or around the Premises.

8. **Additional Facilities**. Subject to City's prior written approval, Lessee may operate additional facilities including, without limitation, an expanded beverage service station and an additional facility for the preparation and/or service of Concessions at no additional cost; provided, however, that Lessee may only hook up one (1) facility to the City's electrical and water services regardless of the number of facilities operated by Lessee at any time.

9. **Inspections**. The Premises shall be available at all times for safety inspections by authorized City representatives and other proper governmental authorities. Lessee expressly agrees to reasonably cooperate with any safety inspections and to comply with the findings of such inspections.

10. **Right to Repair and Maintain**. If City determines that a condition of vandalism, disrepair and/or improper maintenance exists on or in the Premises that is within Lessee's responsibilities as set forth in this Agreement, City shall notify Lessee of such condition. If such condition is not corrected as set forth below, City reserves the right to remedy the condition. In such instances, City shall contact Lessee prior to entry onto the Premises for repair and/or maintenance conducted pursuant to this Section 10.

10.1 Notification of Hazardous Conditions: If the City notifies Lessee of vandalism or disrepair that presents a hazardous condition, the condition shall be corrected within three (3) operating days, or five (5) business days, whichever is less. If the condition is not repaired within this time, City staff will cause the repairs to be made. In such instances, Lessee shall be billed for the City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of receipt of the City's invoice.

10.2 Notification of Non-Hazardous Conditions: If City notifies Lessee of an act of vandalism or disrepair other than a hazardous condition, the condition shall be corrected within fifteen (15) business days. If the condition is not repaired within this time, City staff may cause the repairs to be made. In such instances, Lessee shall be billed for City's labor and materials. It is expressly agreed by the parties that Lessee will pay for such repairs within ten (10) days of receipt of the City's invoice.

11. **Call Outs for City Staff Assistance**. When, in response to calls after normal work hours by either Lessee or the general public, City repairs or resolves a problem at the Premises, payment for this "call out" shall be as follows:

11.1 If, according to this Agreement, the item is within the maintenance responsibility of City, City will pay for the call out.

11.2 If, however, the service is within the maintenance responsibility of Lessee, City shall bill Lessee for the services rendered by City staff. Lessee shall pay such bills issued by City within ten (10) days of delivery.

12. **Premises Obligations**. In exchange for the use of the Premises, it is expressly agreed by the Parties that Lessee shall:

12.1 Keep the Premises open for business during all hours of operation as set forth in Section 4.

12.2 Provide, at its sole cost and expense, a menu of foods that is both varied and economical for the public and follow safe food preparation practices to ensure the safety of the food products served to the public.

12.3 Provide, at its sole cost and expense, all items necessary to prepare, cook, and serve food and beverages, including the cost to periodically refill the propane tanks.

12.4 Keep the Premises free of all waste or refuse matter.

12.5 Maintain, at its own cost and expense, regular pest control service for the Premises.

12.6 Conduct a criminal history background check in accordance with California Penal Code section 11105.3 on each employee prior to allowing that employee to work in or around the Premises. The criminal history background check shall be conducted in coordination with the City. n who has been convicted for any offense listed in California Public Resources Code section 5164(a)(2) shall be employed by Lessee. City shall in no way be liable for any actions or omissions by Lessee's employees, agents or volunteers, whether such actions are within or outside the scope of this Agreement, or whether such employee, agent or volunteer has passed a background check or received a waiver by City. Lessee shall not perform any work under this Agreement until it has provided to City a certification stating under penalty of perjury that all of Lessee's employees have passed the requisite background check set forth herein. Licensee shall provide City with a list of its employees each year on November 1 demonstrating compliance with the requirements set forth in this Section 12.6.

12.7 Provide City-approved security guard(s) during all hours of operation at which beer is sold and/or consumed for the purpose of monitoring the beer garden and surrounding areas and maintaining order in accordance with this Agreement and City policies.

12.8 Maintain the following licenses and certifications:

12.8.1 A valid City of Woodland Business License.

12.8.2 A valid City of Woodland Health Inspection Certificate.

12.8.3 All necessary documentation required to comply with the Yolo County Food Protection Program including, without limitation, a valid Food Safety Certification.

12.8.4 A valid Liquor License issued by the California Department of Alcoholic Beverage Control for the sale of beer on the Premises.

12.8.5 A valid permit from the City Community Services Department pursuant to Section 15-28 of the Woodland Municipal Code, as amended or renumbered from time to time.

12.9 Comply with all local, State and Federal regulations including, without limitation, all existing County health requirements, Occupational and Safety Health Administration (OSHA) standards, and State and Federal labor laws. All work shall be done by qualified personnel, and Lessee shall provide copies of all Federal, State, County and City licenses or certificates to City upon request.

13. **Indemnification**. Lessee shall defend (with counsel reasonably satisfactory to the City), indemnify, and hold harmless City, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including, without limitation, court costs and reasonable attorney's fees, arising out of or in connection with any act or omission of Lessee, its officers, employees, agents, volunteers,

contractors, and subcontractors with respect to the use, enjoyment, or improvement of the Premises, except such loss or damage that was caused by the sole negligence or willful misconduct of City. City shall not be liable for any theft, vandalism, or any other damages to the Premises. The provisions of this Section 13 shall survive the termination and/or expiration of this Agreement.

14. **Taxes and Assessments.** Lessee shall pay in a timely manner all lawful Federal, State and/or local taxes, assessments, fees, licenses, or charges that may be levied based upon:

14.1 Lessee's interest in this Agreement.

14.2 Any possessory right that Lessee may have in or to the Premises or improvements thereon by reasons of its use or occupancy thereof.

14.3 Any goods, merchandise, fixtures, appliances, and equipment owned, used or sold by Lessee on or about the Premises including, but not limited to, applicable sales taxes.

15. **Insurance**. Lessee and its contractor(s) and subcontractor(s) shall maintain in full force and effect during the term of this Agreement insurance policies for general liability, automobile liability and professional liability issued by a reputable insurance company acceptable to City. Each policy shall be in an amount of not less than $1,000,000 combined single limit for all bodily injury and property damage claims. Each insurance policy shall name City as an additional insured, protecting the interests of City, Lessee, its subcontractors and agents from all loss, damage or liability of whatever nature (including Lessee indemnification of City hereunder) arising out of or in connection with Lessee's use, enjoyment or improvement of the Premises. Lessee's insurance shall be a primary policy and not contributory to or in excess of any policy of City. Said insurance policy shall provide that it shall not be cancelled or reduced in amount of coverage until thirty (30) days written notice of cancellation or reduction in coverage has been mailed to City.

15.1 Lessee shall furnish City with an annual insurance endorsement prior to the exercise of any of the rights and privileges granted by this Agreement and each subsequent year of this Agreement. Upon request by City, Lessee shall provide City with a copy of its insurance policy evidencing the issuance of the foregoing policy.

15.2 If Lessee employs any individual on the Premises or contracts for services to be rendered by a contractor's employee on the Premises, any such employee on the Premises shall be covered by applicable workers' compensation insurance as required by law. Lessee shall submit proof of current, effective workers' compensation insurance to City both annually and upon request by City.

16. **Return of Premises**. Upon expiration or termination of this Agreement, Lessee shall return the Premises to the same or better condition than existed prior to the execution of this Agreement, with the exception of reasonable wear and tear. Any improvements made to the Premises by Lessee shall become the property of City. In the event Lessee holds over past the term of this Agreement with the consent of the City, either express or implied, such holding over shall be from month to month only and the consideration to be paid shall be based on the rate then prevailing under this Agreement.

17. **Hazardous Substances**. Lessee shall not generate, use, store, or dispose of any hazardous substance on the Premises except in accordance with all applicable Federal, State and local laws and regulations. Lessee shall hold City harmless from and indemnify City against and from any damage, loss, expenses or liability resulting from any generation, use, storage or disposal by Lessee of any hazardous substance on the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or other similar term of any Federal, State or local environmental law, regulation or rule now in effect or promulgated in the future as such laws, regulation or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, gasoline and other fuel, oil, grease and battery acid, or any substance which after release into environment will or may reasonably be anticipated to cause sickness, death or disease.

18. **Early Termination.** Either party may terminate this Agreement upon sixty (60) days written notice. Additionally, City may terminate this Agreement prior to the expiration of the term by providing Lessee with thirty (30) days written notice specifying the manner in which Lessee is in default of this Agreement. In the event such default is not remedied within the 30-day period, the Agreement shall terminate and be of no further force and effect except as expressly provided herein. City, upon the effective date of such termination, may take possession of the Premises, without further notice or demand to Lessee, unless Lessee has cured the default and notified City in writing prior to or by the effective date of the termination. The following matters shall constitute an event of default:

18.1 Lessee remains in arrears in any payment of rent required by Section 3 for a period of at least five (5) days following receipt of written notice of such arrearage from City.

18.2 Lessee fails or refuses to:

18.2.1 pay any fees required to be paid by it within fifteen (15) days following receipt of written notice of such arrearage from City.

18.2.2 obtain or maintain the insurance required by this Agreement.

18.2.3 maintain the Premises as set forth in this Agreement.

18.3 Lessee files a voluntary petition in any proceedings in Bankruptcy Court.

18.4 Abandonment of the Premises by Lessee.

19. **General Provisions.**

19.1 Notices. Any notices required under this Agreement shall be sent as follows:

If to the Lessee: If to the City:

Las Brasas Tacos & Salsas, LL,
dba Las Brasas Express
Attn: Josue Peniche
537 Main Street
Woodland, CA 95695

City of Woodland
Attn: Community Services Director
2001 East Street
Woodland, CA 95776

Notices given pursuant to this Agreement shall be deemed received as follows:

(a) If sent by United States Mail – three (3) days after deposit into the United States Mail, first class postage paid.

(b) If by electronic mail (which must be simultaneously sent by U.S. mail) or by hand delivery – on the date of receipt by the receiving party.

The addresses set forth in this Section may be changed upon written notice of such change to either the Lessee or the City, as appropriate.

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

19.3 Construction; References; Headings. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise provided, any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Lessee include all officers, employees, agents, volunteers and contractors of Lessee, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The headings of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns.

19.5 Assignment. Lessee shall not transfer or sublet the operation of the Premises without the prior written consent of the City Community Services Director.

19.6 Relationship of the Parties. The parties expressly intend and agree that Lessee, in performing this Agreement, shall act as an independent contractor and shall have control over its work and the manner in which it is performed by Lessee and its employees. Lessee acknowledges that it is not an agent or employee of City and is not entitled to participate in any pension plans, bonus, stock or similar benefits that City provides for its employees.

19.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

19.8 Force Majeure. Neither City nor Lessee shall be deemed to be in breach of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strike, boycott, labor dispute, embargo, shortage of energy or material, act of God, act of a public enemy, act of a superior governmental authority, weather conditions, rebellion, riot, sabotage, or any other circumstance for which it is not responsible, or which is not within its control.

19.9 Irreparable Damage. Unless as the result of a negligent or intentional act of Lessee, if during the term of this Agreement any portion of the Premises is damaged by fire or other catastrophic cause so as to render such portion of the Premises untenable, the obligations under this Agreement (including the obligation to pay rent) may be suspended while such portion of the Premises remains untenable. In the event of such damage, Lessee shall give City notice of such untenable conditions and the City shall elect, in its sole discretion and within thirty (30) days, whether to repair the Premises or to cancel this Agreement. In the event City elects not to repair the Premises, this Agreement shall be deemed terminated as of the date the damage occurred.

19.10 Choice of Law/Venue. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Should any judicial proceeding be brought relating to this Agreement, venue shall lie exclusively in a court of competent jurisdiction located in Yolo County, or if no such court can be found in Yolo County, a court of competent jurisdiction closest to Yolo County.

19.11 Severability. If any portion of this Agreement shall become illegal, null, void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

19.12 Attorneys' Fees. If an action is brought to recover damages, obtain equitable relief, or both, to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees as part of its costs from the other party.

19.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.14 Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements. No modification of, or addition to, this Agreement shall be effective unless set forth in writing and signed by authorized both the City and Lessee.

IN WITNESS THEREOF, each Party has executed this Agreement as of the date first set forth above.

CITY OF WOODLAND

LAS BRASAS TACOS Y SALSAS, LLC, DBA LAS BRASAS EXPRESS

Paul Navazio, City Manager	Josue Peniche, Owner

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: H.8.
SUBJECT: Approve the Salary Schedule effective October 1, 2018

Recommendation for Action:
Staff recommends that the City Council approve the City of Woodland Salary Schedule effective October 1, 2018.

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 this staff report serves to meet the CalPERS requirement for the quarter effective October 1, 2018.

Discussion:

CalPERS require that the salary schedule is presented to the City Council on a quarterly basis. The attached Salary Schedule does not include any changes from the last schedule presented to the City Council.

Conclusion:
Staff recommends that the City Council approve the City of Woodland Salary Schedule effective October 1, 2018.

Prepared By: Sheila McShane, Human Resources Manager
Reviewed By: Sheila McShane, Human Resources Manager

Attachments:
1. Salary Schedule eff. October 1, 2018

Paul Navazio
City Manager

CITY OF WOODLAND
SALARY SCHEDULE
Effective October 1, 2018

CLASSIFICATION	RANGE NO.	UNIT	SALARY PER MONTH A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I *	116	MM	$4,645.60	$4,877.89	$5,121.78	$5,377.86	$5,646.76	$5,646.76		
Accountant II *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Administrative Clerk I	28	GS	$2,605.41	$2,735.67	$2,872.46	$3,016.09	$3,166.89	$3,325.23		
Administrative Clerk II	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43		
Administrative Clerk III	36	GS	$3,174.44	$3,333.16	$3,499.83	$3,674.82	$3,858.57	$4,051.50		
Administrative Secretary	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47		
Administrative Supervisor	47	GS	$4,165.14	$4,373.40	$4,592.07	$4,821.67	$5,062.76	$5,315.89		
Aquatics Coordinator	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43		
Aquatics Supervisor	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78		
Assistant Engineer *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Assistant Planner *	118	MM	$4,880.78	$5,124.82	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
Associate Civil Engineer *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19		
Associate Engineer *	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03		
Associate Planner *	124	MM	$5,660.22	$5,943.22	$6,240.38	$6,552.40	$6,880.03	$6,880.03		
Asst City Manager/Comm & Econ Dev Dir		Contract	$12,463.47				$16,001.30	$16,001.30		
Building Inspection Services Manager *	132	MM	$6,896.41	$7,241.24	$7,603.30	$7,983.47	$8,382.64	$8,382.64		
Building Inspector I	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.00		
Building Inspector II	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80		
Chief Building Official *	140	MM	$8,402.62	$8,822.74	$9,263.88	$9,727.07	$10,213.43	$10,213.43		
Chief Collection Systems Operator *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Chief Plant Operator *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Chief Project Engineer *	145	MM	$9,506.79	$9,982.12	$10,481.25	$11,005.30	$11,555.56	$11,555.56		
Chief Water Systems Operator *	132	MM	$6,896.41	$7,241.24	$7,603.30	$7,983.47	$8,382.64	$8,382.64		
Child Librarian II *	118	MM	$4,880.78	$5,124.81	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
City Clerk *		MGT	$6,756.48				$8,673.48			
City Engineer *	145	MM	$9,506.79	$9,982.12	$10,481.24	$11,005.30	$11,555.56	$11,555.56		
City Manager *	Contract						$18,599.20			
Code Compliance Officer I	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Code Compliance Officer II	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63		
Community Development Director *		MGT	$9,633.60				$12,615.52			
Community Development Technician I	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47		
Community Development Technician II	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Community Services Director	MGT		$9,449.55				$12,095.70			
Community Services Officer *	Base	P	$3,769.29	$3,957.75	$4,155.63	$4,363.42	$4,581.60	$4,810.68		
Community Services Program Manager *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Conservation Coordinator	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Construction Project Manager*	129	MM	$6,404.01	$6,724.21	$7,060.42	$7,413.44	$7,784.11	$7,784.11		
Crime Prevention Specialist *	Base	P	$3,769.29	$3,957.75	$4,155.63	$4,363.42	$4,581.60	$4,810.68		
Deputy Director of Community Development *	Contract		$9,695.28				$11,784.66			
Deputy Director of Public Works - O/M *	Contract		$9,093.05				$11,052.67			
Deputy Director of Public Works - Utilities	Contract		$9,695.28				$11,784.66			
Deputy Fire Chief ****	Flat	FM	$9,965.13	$10,463.38	$10,986.56	$11,535.88	$12,211.24			
Economic Development Manager *	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86		
Electrical / Signs & Markings Supervisor	67	GS	$6,825.07	$7,166.32	$7,524.63	$7,900.87	$8,295.91	$8,710.71		
Electrician's Assistant	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94		
Engineering Aide I	33	GS	$2,947.78	$3,095.17	$3,249.93	$3,412.42	$3,583.04	$3,762.19		
Engineering Aide II	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76		
Engineering Assistant	56	GS	$5,201.69	$5,461.77	$5,734.86	$6,021.60	$6,322.69	$6,638.82		

Engineering Technician I	44	GS	$3,867.75	$4,061.13	$4,264.19	$4,477.40	$4,701.27	$4,936.34
Engineering Technician II	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78
Engineering Technician III	52	GS	$4,712.47	$4,948.09	$5,195.50	$5,455.28	$5,728.04	$6,014.44
Environmental Compliance Inspector I	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Environmental Compliance Inspector II	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Environmental Compliance Specialist	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.00
Environmental Resources Analyst *	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03
Environmental Sustainability Manger	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
Equipment Service Clerk	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43
Equipment Service Worker	34	GS	$3,021.48	$3,172.55	$3,331.17	$3,497.73	$3,672.63	$3,856.26
Executive Assistant - Confidential		C	$4,212.36	$4,422.99	$4,644.14	$4,876.34	$5,120.16	$5,376.17
Facility Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67
Facility Maintenance Worker II	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Facility Maintenance Worker III	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Finance Clerk I	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43
Finance Clerk II	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76
Finance Clerk III	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Finance Director *		MGT	$9,562.32				$12,275.28	
Finance Officer *	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Finance Specialist	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87
Finance Supervisor	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Fire Battalion Chief ****	Flat	FM	$8,735.85	$9,172.64	$9,631.27	$10,112.83	$10,618.47	
Fire Captain	Base	F	$7,046.71	$7,399.04	$7,768.99	$8,157.45	$8,565.31	
Fire Chief **		MGT	$11,305.55				$14,682.50	
Fire Engineer	Base	F	$6,115.77	$6,421.56	$6,742.65	$7,079.78	$7,433.76	
Fire Marshal	Flat	FM	$8,735.85	$9,172.64	$9,631.27	$10,112.83	$10,618.47	
Fire Prevention Specialist I	Base	F	$4,445.40	$4,667.87	$4,901.25	$5,146.32	$5,403.62	
Fire Prevention Specialist II	Base	F	$4,780.26	$5,019.29	$5,270.26	$5,533.76	$5,810.46	
Firefighter	Base	F	$5,388.78	$5,658.21	$5,941.12	$6,238.18	$6,550.08	
Firefighter Recruit	Base	F	$4,849.90	$0.00	$0.00	$0.00	$0.00	
Fleet & Facilities Manager *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
GIS Analyst	62	GS	$6,032.36	$6,333.98	$6,650.68	$6,983.22	$7,332.38	$7,699.00
GIS Technician I	49	GS	$4,376.00	$4,594.80	$4,824.53	$5,065.77	$5,319.05	$5,585.01
GIS Technician II	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80
Heavy Equipment Mechanic	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Human Resources Analyst I		C	$5,125.38	$5,381.65	$5,650.73	$5,933.27	$6,229.94	
Human Resources Analyst II		C	$5,798.90	$6,088.85	$6,393.29	$6,712.95	$7,048.60	
Human Resources Clerk		C	$3,235.73	$3,397.52	$3,567.40	$3,745.77	$3,933.06	$4,129.71
Human Resources Manager		C	$8,188.82	$8,598.27	$9,028.17	$9,479.58	$9,953.57	
Human Resources Technician I		C	$3,846.26	$4,038.57	$4,240.49	$4,452.52	$4,675.14	$4,908.90
Human Resources Technician II		C	$4,288.52	$4,502.95	$4,728.09	$4,964.50	$5,212.72	$5,473.36
Industrial Electrical/Electronics Technician	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91
Information Technology Analyst	60	GS	$5,741.69	$6,028.78	$6,330.21	$6,646.73	$6,979.06	$7,328.02
Information Technology Manager *	138	MM	$7,997.73	$8,397.61	$8,817.50	$9,258.36	$9,721.29	$9,721.29
Information Technology Technician I	48	GS	$4,269.26	$4,482.73	$4,706.87	$4,942.21	$5,189.32	$5,448.78
Information Technology Technician II	52	GS	$4,712.47	$4,948.09	$5,195.50	$5,455.28	$5,728.04	$6,014.44
Infrastructure O & M Superintendent *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64
Junior Engineer *	121	MM	$5,256.07	$5,518.87	$5,794.82	$6,084.55	$6,388.79	$6,388.79
Junior Planner *	113	MM	$4,313.90	$4,529.59	$4,756.07	$4,993.88	$5,243.58	$5,243.58
Laboratory & Environmental Compliance Manager	129	MM	$6,404.01	$6,724.21	$7,060.42	$7,413.44	$7,784.11	$7,784.11
Laboratory Supervisor *	127	MM	$6,095.43	$6,400.20	$6,720.20	$7,056.23	$7,409.03	$7,409.03
Laboratory Technician I	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Laboratory Technician II	47	GS	$4,165.14	$4,373.40	$4,592.07	$4,821.67	$5,062.76	$5,315.89
Librarian I *	114	MM	$4,421.75	$4,642.84	$4,874.98	$5,118.73	$5,374.66	$5,374.66

Librarian II *	118	MM	$4,880.78	$5,124.81	$5,381.06	$5,650.12	$5,932.62	$5,932.62		
Librarian III *	122	MM	$5,387.47	$5,656.84	$5,939.70	$6,236.67	$6,548.51	$6,548.51		
Library Services Director *		MGT	$7,277.97				$9,343.03			
Library Technician Assistant I	29	GS	$2,670.54	$2,804.07	$2,944.28	$3,091.49	$3,246.07	$3,408.37		
Library Technician Assistant II	33	GS	$2,947.78	$3,095.17	$3,249.93	$3,412.42	$3,583.04	$3,762.19		
Library Technician Assistant III	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76		
Light Equipment Mechanic	41	GS	$3,591.58	$3,771.17	$3,959.72	$4,157.70	$4,365.59	$4,583.87		
Literacy Coordinator	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Maintenance Supervisor	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80		
Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67		
Maintenance Worker II	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07		
Maintenance Worker III	44	GS	$3,867.75	$4,061.13	$4,264.19	$4,477.40	$4,701.27	$4,936.34		
Management Analyst I *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Management Analyst II *	125	MM	$5,801.71	$6,091.81	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Meter Services Technician	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Office Manager *	115	MM	$4,532.29	$4,758.90	$4,996.85	$5,246.69	$5,509.03	$5,509.03		
Operations and Maintenance Superintendent *	137	MM	$7,802.67	$8,192.81	$8,602.45	$9,032.57	$9,484.20	$9,484.20		
Park Maintenance Technician	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Park Maintenance Worker I	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67		
Park Maintenance Worker II	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00		
Park Maintenance Worker III	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94		
Park Planner *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Park Superintendent *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Park Supervisor	51	GS	$4,597.54	$4,827.41	$5,068.78	$5,322.22	$5,588.33	$5,867.75		
Parks & Recreation Director *		MGT	$9,251.28				$11,876.76			
Planning Manager *	140	MM	$8,402.62	$8,822.74	$9,263.88	$9,727.07	$10,213.43	$10,213.43		
Police Captain **	Base	PM	$10,475.47	$10,999.26	$11,549.21	$12,126.69	$12,733.01	$13,369.67	$14,038.15	$14,740.06
Police Chief**	MGT		$13,358.70				$17,427.09			
Police Crime and Intelligence Analsyt*	Base	PS	$5,026.48	$5,277.82	$5,541.70	$5,818.78	$6,109.72			
Police Lieutenant **	Base	PM	$9,531.00	$10,007.55	$10,507.93	$11,033.33	$11,585.01	$12,164.26	$12,772.47	$13,411.10
Police Officer **	Base	P	$5,726.40	$6,012.72	$6,313.36	$6,629.03	$6,960.48	$7,308.50	$7,673.94	
Police Records Manager *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Police Records Specialist *	Base	P	$3,345.58	$3,512.84	$3,688.49	$3,872.91	$4,066.57			
Police Records Supervisor	Base	PS	$4,600.16	$4,830.16	$5,071.67	$5,325.29	$5,591.56			
Police Sergeant **	Base	PS	$6,890.46	$7,234.98	$7,596.73	$7,976.57	$8,375.40	$8,794.17	$9,233.88	$9,695.58
Pool Facility Technician	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23		
Principal Civil Engineer *	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77		
Principal Planner *	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86		
Principal Utilities Civil Engineer*	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77		
Public Safety Chief**	MGT		$14,033.00				$18,016.00			
Public Works Director *	MGT		$10,740.71				$13,982.76			
Purchasing Manager *	123	MM	$5,522.16	$5,798.26	$6,088.18	$6,392.59	$6,712.21	$6,712.21		
Recreation Coordinator	36	GS	$3,174.44	$3,333.16	$3,499.83	$3,674.82	$3,858.57	$4,051.50		
Recreation Superintendent *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19		
Recreation Supervisor	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63		
Redevelopment & Housing Analyst I *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96		
Redevelopment & Housing Analyst II *	124	MM	$5,660.22	$5,943.22	$6,240.38	$6,552.40	$6,880.03	$6,880.03		
Redevelopment Manager *	136	MM	$7,612.36	$7,992.97	$8,392.62	$8,812.26	$9,252.86	$9,252.86		
Secretary to City Manager		C	$4,320.37	$4,536.40	$4,763.22	$5,001.38	$5,251.45	$5,514.02		
Senior Accountant *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02		
Senior Application Analyst *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64		
Senior Associate Civil Engineer *	134	MM	$7,245.56	$7,607.83	$7,988.23	$8,387.62	$8,807.02	$8,807.02		
Senior Building Inspector	57	GS	$5,331.73	$5,598.32	$5,878.23	$6,172.14	$6,480.75	$6,804.79		
Senior Building Plans Examiner	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91		

Senior Center Manager *	120	MM	$5,127.88	$5,384.27	$5,653.47	$5,936.15	$6,232.96	$6,232.96
Senior Civil Engineer *	138	MM	$7,997.73	$8,397.61	$8,817.50	$9,258.36	$9,721.29	$9,721.29
Senior Construction Project Manager *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
Senior Engineering Assistant	58	GS	$5,465.02	$5,738.28	$6,025.19	$6,326.45	$6,642.77	$6,974.91
Senior Equipment Mechanic	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Senior Human Resources Analyst		C	$6,668.74	$7,002.17	$7,352.28	$7,719.89	$8,105.89	
Senior Maintenance Worker	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Senior Management Analyst *	131	MM	$6,728.21	$7,064.62	$7,417.85	$7,788.74	$8,178.19	$8,178.19
Senior Planner *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.47	$8,382.64	$8,382.64
Senior Police Records Specialist *	Base	P	$3,680.13	$3,864.13	$4,057.34	$4,260.23	$4,473.25	
Senior Signs and Markings Tech	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Senior Systems Analyst *	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.46	$8,382.64	$8,382.64
Senior Tree Trimmer	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74
Senior Utilities Maintenance Worker (Sewer)	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Senior Utilities Maintenance Worker (Water)	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Senior Water System Operator	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Signs and Markings Tech I	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Signs and Markings Tech II	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Social Services Manager*	132	MM	$6,896.41	$7,241.24	$7,603.29	$7,983.47	$8,382.64	$8,382.64
Sports Manager *	125	MM	$5,801.71	$6,091.80	$6,396.39	$6,716.21	$7,052.02	$7,052.02
Stock Clerk	32	GS	$2,875.88	$3,019.67	$3,170.66	$3,329.19	$3,495.65	$3,670.43
Storekeeper	35	GS	$3,097.01	$3,251.87	$3,414.46	$3,585.18	$3,764.44	$3,952.67
Traffic Signal / Street Lighting Technician	56	GS	$5,201.69	$5,461.77	$5,734.86	$6,021.60	$6,322.69	$6,638.82
Transportation Engineer *	134	MM	$7,245.56	$7,607.83	$7,988.23	$8,387.62	$8,807.02	$8,807.02
Treatment Plant Mechanic	54	GS	$4,951.04	$5,198.60	$5,458.52	$5,731.45	$6,018.02	$6,318.92
Tree Trimmer I	39	GS	$3,418.52	$3,589.44	$3,768.92	$3,957.37	$4,155.24	$4,363.00
Tree Trimmer II	43	GS	$3,773.41	$3,962.07	$4,160.18	$4,368.20	$4,586.61	$4,815.94
Underground Utility Service Locator	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Supervisor	53	GS	$4,830.28	$5,071.80	$5,325.39	$5,591.65	$5,871.24	$6,164.80
Utilities Maintenance Worker I	37	GS	$3,253.80	$3,416.49	$3,587.32	$3,766.68	$3,955.01	$4,152.76
Utilities Maintenance Worker II	42	GS	$3,681.37	$3,865.45	$4,058.71	$4,261.65	$4,474.73	$4,698.47
Utilities Maintenance Worker III (Sewer)	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Worker III (Water)	46	GS	$4,063.55	$4,266.73	$4,480.06	$4,704.07	$4,939.27	$5,186.23
Utilities Maintenance Worker IV (Sewer)	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Utilities Maintenance Worker IV (Water)	50	GS	$4,485.40	$4,709.67	$4,945.15	$5,192.41	$5,452.03	$5,724.63
Wastewater Systems Administrator	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water / Wastewater Instrumental Technician	62	GS	$6,032.36	$6,333.98	$6,650.68	$6,983.22	$7,332.38	$7,699.00
Water Pollution Control Facility Superintendent *	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water Pollution Control O-I-T	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07
Water Pollution Control Operator I	51	GS	$4,597.54	$4,827.41	$5,068.78	$5,322.22	$5,588.33	$5,867.75
Water Pollution Control Operator II	55	GS	$5,074.81	$5,328.56	$5,594.99	$5,874.73	$6,168.47	$6,476.89
Water Pollution Control Operator III	59	GS	$5,601.65	$5,881.73	$6,175.81	$6,484.60	$6,808.84	$7,149.28
Water Pollution Control Operator IV	63	GS	$6,183.17	$6,492.33	$6,816.94	$7,157.78	$7,515.67	$7,891.45
Water Systems Administrator	141	MM	$8,612.69	$9,043.31	$9,495.48	$9,970.26	$10,468.77	$10,468.77
Water Systems Operator I	40	GS	$3,503.99	$3,679.19	$3,863.14	$4,056.30	$4,259.12	$4,472.07
Water Systems Operator II	45	GS	$3,964.44	$4,162.66	$4,370.79	$4,589.34	$4,818.80	$5,059.74

* Employee pays PERS Misc. Member Contribution of 8%

** Employee pays PERS Safety Member Contribution of 9%

*** 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, 2018 for MMPA Members Step F is equal to Step E

**** Per MOU effective January 1, 2014, Step E is added at 2.5% above the current Step D

Approved by City Council July 17, 2018

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

	A STEP	B STEP	C STEP	D STEP	E STEP
Activity Leader I	$11.00	$11.25	$11.50	$11.75	$12.00
Activity Leader II	$11.75	$12.00	$12.25	$12.50	$12.75
Activity Manager	$12.25	$12.50	$12.75	$13.00	$13.25
Cashier	$11.00	$11.25	$11.50	$11.75	$12.00
Counselor	$11.00	$11.25	$11.50	$11.75	$12.00
Intern	$11.00	$12.00	$13.00	$14.00	$15.00
Library Page	$11.00	$11.25	$11.50	$11.75	$12.00
Lifeguard / Aide	$12.25	$12.50	$12.75	$13.00	$13.25
Lifeguard / Instructor	$12.75	$13.00	$13.25	$13.50	$13.75
Pool Manager	$14.00	$14.25	$14.50	$14.75	$15.00
Recreation Facility Aide	$13.75	$14.00	$14.25	$14.50	$14.75
Special Program Coordinator	$13.50	$13.75	$14.00	$14.25	$14.50
Swim Instructor Aide	$11.00	$11.25	$11.50	$11.75	$12.00

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: H.9.
SUBJECT: Contract Award – FY2018/19 Tree Pruning and Maintenance Services

Recommendation for Action:
Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to execute the FY2018/19 tree pruning and maintenance service contract to West Coast Arborists, Inc. (WCA) in the amount not-to-exceed $220,000.

Staff Contact:
Jordan Power, Management Analyst, (530) 661-5885, Jordan.Power@cityofwoodland.org

Fiscal Impact:
This action will use funds already appropriated for tree maintenance services in the FY18/19 budget from the general fund and lighting and landscape districts. The total compensation shall not exceed $220,000.

Background:
Cyclical tree pruning is a standard maintenance procedure that is performed by most agencies across the country in an effort to promote a healthy urban forest and mitigate potential liability. The City of Woodland Climate Action Plan, approved by Council in May 2017, identifies cyclical pruning as a strategy to maintain existing trees and, thus, accomplish goals in the Urban Forest and Open Space focus area (Strategy UF-3).

This task, in addition to reactive maintenance, cannot be completely accomplished with in-house staff as a result of budget cuts and staff reductions. With over 14,000 City trees to maintain and only two full-time employees in our Urban Forestry Group, it has become necessary to contract out some tree pruning and maintenance services.

Discussion:
Urban Forests provide a wide range of community benefits, including energy savings, stormwater retention, air quality improvements, carbon sequestration, increased property value, and more. The City's 2018 Urban Forest Resource Analysis performed by Davey Resource Group valued the cumulative benefits of public trees at nearly $1.7 million. Proper tree care, like cyclical pruning, will protect the City's investment in public trees and ensure that the urban forest continues to add value to our community for years to come.

Staff is requesting approval of a service agreement with West Coast Arborists (WCA), a professional tree maintenance company that possesses the means and a strong historical working knowledge of our City's urban forest, to fulfill these services. WCA has a well-established working relationship with the City of Woodland, as well as many other local agencies in our area, e.g. West Sacramento, Roseville, Elk Grove, and Davis.

Staff proposes that the City approve this agreement by "piggy-backing" off of the City of Sacramento's procurement process. City of Woodland Municipal Code section 17B-140(c) provides that the City does not have to perform its own competitive bid procedure for non-public projects in certain circumstances, including when a competitive bid procedure has been conducted by another public agency (including another local

agency), and the price to the City is equal to or better than the price to the other public agency. The City's Code also provides that landscape maintenance projects are considered non-public projects.

The City of Sacramento issued a Request for Proposals (RFP) for landscape maintenance. The RFP process is an alternative to the City of Sacramento's competitive bidding process for non-professional services and may be used upon the approval of a super-majority of its City Council. The City of Sacramento received three proposals, which were evaluated based on: (1) capabilities, qualifications, and experience; (2) references; and (3) the relative value offered by competitive pricing. The City of Sacramento determined that WCA was the most qualified contractor to provide tree maintenance services. The City Council awarded a contract on June 26, 2018 to WCA in the amount of $1.25 million per year.

The City has less extensive maintenance needs than the City of Sacramento but can use the economy-of-scale pricing that Sacramento received due to its large urban forest. Another benefit associated with this contract is the requirement to provide detailed electronic documentation of all maintenance performed on our trees. This information can then be easily uploaded into our Maintenance Management Software (MMS) and used for tracking maintenance, as well as identifying immediate and potential long term issues.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the FY 2018/19 tree pruning and maintenance service contract to West Coast Arborists Inc. (WCA) in the amount not-to-exceed $220,000.

Attachments:

1. WCA Tree Pruning Services Contract-c2
2. 2018102 WCA Resolution-c2

Paul Navazio
City Manager

CITY OF WOODLAND
PROFESSIONAL SERVICES AGREEMENT
FOR
FY2018/2019 Tree Pruning and Maintenance Services

This Professional Services Agreement for FY 2018/2019 Tree Pruning and Maintenance Services ("Agreement") is entered into this ____ day of _____, 2018, by and between the City of Woodland, a California municipal corporation ("City"), and West Coast Arborists, Inc., a California Corporation ("Contractor").

RECITALS

A. Contractor desires to perform professional cyclical tree pruning services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is duly licensed, qualified, and experienced in providing Tree Pruning services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. The City of Sacramento awarded a contract to Contractor for similar tree pruning and maintenance services through a competitive bid process, and the City is permitted under the terms of its Municipal Code to make use of Sacramento's procurement process for Contractor's provision of services to the City.

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

D. City desires to engage Contractor to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES.

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

2. TERM

2.1 Term of Agreement. The term of this Agreement shall be from October 2, 2018 to October 1, 2019, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3. SCHEDULE OF SERVICES

3.1 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

4. FEES AND PAYMENTS.

4.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation for the Services shall not exceed Two Hundred Twenty Thousand Dollars ($220,000.00). Contractor shall not be reimbursed for any expenses unless authorized in writing by City. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

4.3 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper landscape maintenance of areas under this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without an amendment to this Agreement.

5. CHANGES.

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

6. RESPONSIBILITIES OF CONTRACTOR.

6.1 Independent Contractor; Control and Payment of Subordinates. Contractor enters into this Agreement as an independent contractor and not as an employee of the City. Contractor shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All

employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

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

6.3 Project Manager. The Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor or replaced with the written approval of the City which shall not be unreasonably withheld.

6.4 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City staff, agents, contractors and other staff at all reasonable times. City agrees to work closely with Contractor's staff in the performance of Services and shall be available to Contractor's staff at all reasonable times.

6.5 Warranty. Contractor agrees and represents that it is qualified to properly provide the Services set forth in "Exhibit A" [A1]in a manner that is consistent with the generally accepted standards of Contractor's profession. Contractor further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

6.6 Interest in Contract. Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors have any interest, nor shall they acquire any interest, direct or indirect, in the subject of this Agreement, nor any other interest that would conflict in any manner or degree with the performance of its services hereunder.

Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Agreement, City determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

6.7 Background Checks. If Contractor's employees will be working near or around children, Contractor shall not use any employee or worker to perform any work under this Agreement who has a conviction for any offense listed in the California Public Resources Code section 5164(a)(2). Contractor shall be responsible for conducting background checks of its employees and workers and shall do so in accordance with California Penal Code section 11105.3. Contractor shall not perform any work under this Agreement until it has provided to the City a certification stating under penalty of perjury that none of the Contractor's employees and workers who are performing Services under this Agreement has any convictions for the offenses listed in California Public Resources Code section 5164(a)(2). Contractor shall provide a certification of compliance with this requirement before commencing services and by July 1 of each year.

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

6.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

7. INSURANCE.

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

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

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

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

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

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

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

7.3 Endorsements.

7.3.1 The policy or policies of insurance required by Sections 7.2.1 Commercial General Liability and 7.2.2 Automobile Liability shall be endorsed to provide the following:

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

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

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

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

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

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

7.3.2 The policy or policies of insurance required by Section 7.2.3 Workers' Compensation shall be endorsed, as follows:

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

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

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

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

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

If Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

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

7.8 Insurance for Subcontractors. All subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subcontractor's policies.

8. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise

recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

8.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Consultant for any purposes other than the performance of

the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

9. ACCOUNTING RECORDS.

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

10. SUBCONTRACTING.

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

11. TERMINATION OF AGREEMENT.

11.1 Grounds for Termination. City may, by written notice to Contractor, terminate all or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

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

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

12. GENERAL PROVISIONS.

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

City:

City of Woodland
2001 East Street
Woodland, CA 95776
Attn: Westley Schroeder, Parks Superintendent[A2]

Contractor:

Victor Gonzales, Vice President
2200 E. Via Burton Street
Anaheim, CA 92806
(800) 521-3714 / vgonzalez@wcainc.com

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

12.2 Indemnification.

12.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend (by counsel reasonably satisfactory to the City Attorney), indemnify, and hold the City, its directors, elected officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the negligence, recklessness or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

12.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing, and at Contractor's own cost, expense, and risk, any and all claims, suits, actions, or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers, and agents. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against City or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents, or volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall also reimburse City and its directors, officials,

officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

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

12.3.1 Employment Eligibility. By executing this Agreement, Contractor verifies that it fully complied with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as it may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 11.3 or any of its subsections.

12.3.2 Employment Eligibility; Subcontractors, Contractors, Sub-subcontractors and Subcontractors. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, Contractors, sub-subcontractors, and subcontractors performing any work related to this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

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

12.3.4 Air Quality. To the extent applicable, Contractor must fully comply with all

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

12.4 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

12.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. As the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12.6 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, or termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day

and year first above written.

CITY OF WOODLAND

By: _____
Paul Navazio
City Manager

Attest:

By: _____
Ana B. Gonzalez
City Clerk

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

WEST COAST ARBORISTS, INC.

By: _____

EXHIBIT A

SCOPE OF SERVICES

The scope of contracted work shall consist of removal, pruning, and other maintenance of trees, palms and other woody plants, in various locations within the City of Woodland. Work shall be supervised and approved by representatives of the Department of Community Services' Urban Forestry staff.

I. GENERAL PROVISIONS.

The Contractor shall be aware of and shall comply with the Woodland City Codes governing tree pruning work, traffic control and any other regulations that may affect operations. Refer to City of Woodland's Standard Specifications, Section 6-18[A3][A4]. The Contractor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of this Agreement. All work shall be performed by a tree care contractor, who shall be licensed by the California Contractors State License Board (Classification C-61/Category D-49) to provide such contract services within the State of California and the City of Woodland.

A. Inspection and Oversight.

This Agreement will be managed by a member of the City's Urban Forestry staff, serving in the capacity of Contract Inspector. The Inspector provides the principal contract management and monitoring function, and is the primary contact point for communication between the City and the Contractor.

The Inspector will insure compliance with the Agreement, observing work both during progress and upon completion. The Inspector will make routine independent inspections of all sites maintained by the Contractor, which may or may not be announced and do not require the presence of the Contractor. Inspections shall be both visual and operational. In addition, the Inspector may call for the Contractor to meet on the site for walkthrough inspections. The Inspector will schedule such meetings at the discretion of the City.

1. Inspection Reports.

The Contractor shall contact Urban Forestry staff daily to request inspection of all work performed. The Inspector will prepare an "Urban Forestry Contract Inspection Report", with a performance rating. Ratings will reflect the work performance of Contractor at the site locations under the terms and conditions of this Agreement. The inspection report may include comments with recommendations for improvements, but it does not take away the Contractor's responsibility to maintain each site per contract specifications and to the satisfaction of the City. Problem areas are to be acted upon promptly and corrective action taken, as applicable.

a. Inspection reports will be prepared in two copies. The Inspector will establish a schedule for the Contractor to pick up its copy from the Urban Forestry

administrative office and sign the City's copy, acknowledging receipt. Failure to retrieve the Contractor's copy of an inspection report will not relieve the Contractor of its responsibility to correct all noted problem areas in a timely manner.

b. Inspection report criteria will include, but not be limited to, the following:

   1) Site cleanliness

   2) Communication with Inspector

   3) Adherence to pruning standards

   4) Traffic control and safety

c. The inspector will give the Contractor an opportunity to correct or replace non-conforming deliverables or services if this can be accomplished within the required delivery schedule. Correction or replacement will be without additional cost to the City.

d. The Inspector will not consider the services complete until all unacceptable performance has been corrected. The value of the Contractor's non-performance will be deducted from any money due the Contractor. The Inspector will document in the contract file the basis for any amounts withheld.

2. Failure to Perform.

If the Contractor fails to perform in accordance with the terms and conditions of the Agreement, the Inspector will document the deficiencies on the "Urban Forestry Contract Inspection Report" form, which will serve as written notice to the Contractor.

a. A rating of "Needs Improvement" will require the Contractor to correct the stated deficiency(s) within seven calendar days, or as otherwise specified by Inspector.

b. A rating of "Unsatisfactory" will require the Contractor to correct the stated deficiency(s) within 48 hours, or as otherwise specified by Inspector. After two consecutive "unsatisfactory" ratings for any area within the contract, a "Failure to Comply" letter may be issued.

c. A "Failure to Comply" rating represents a final notice. The City may choose to terminate the Agreement in a manner consistent with Section 11 of this Agreement, or, at the discretion of the Inspector, may allow the Contractor to correct deficiencies within 24 hours. Failure to correct deficiencies within 24 hours will result in contract termination pursuant to Section 11. The termination may result in the Contractor being considered "Non-Responsible" during subsequent bid evaluations, for a period of up to three years.

d. If the Contractor receives more than two "Unsatisfactory" ratings within a 90-day time span, they may be issued a "Failure to Comply" letter. If two "Failure to Comply" letters are issued within a 180-day period, the City may terminate the

Agreement pursuant to Section 11 of this Agreement. The termination will cause the Contractor to be considered "Non-Responsible" during subsequent bid evaluations, for a period of up to three years.

e. If the Contractor receives two "Failure to Comply" letters within a contract year, they may be considered "Non-Responsible" for subsequent bid evaluations.

B. Record Keeping.

The[A5] Contractor will supply quarterly work history reports, or upon request by Urban Forestry staff, in a MS Excel format provided by the City.

C. Work Week.

The normal work week shall be Monday through Friday, 7:30 a.m. to 4:00 p.m. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by Urban Forestry staff. The Contractor shall notify Urban Forestry staff by 7:30 a.m. daily, by e-mail, with starting locations for each crew and contact phone number for foreman.

D. Allocation and Completion of Work Orders.

Work Orders shall be allocated by Urban Forestry staff based on actual service requirements and available funding. All work orders will be assigned on an "as-needed" basis as determined by Urban Forestry. It is possible that no services may be required by the City from a Contractor during all or any portion of the Agreement term. All work orders assigned to the Contractor shall be completed within 10 calendar days except where otherwise noted.

E. Qualified Personnel.

The contractor shall provide qualified supervisory staff.

1. Each crew shall consist of at least one employee with current certification as a Western Chapter International Society of Arboriculture Certified Tree Worker.

2. Each crew shall include at least one supervisor on-site with a current certification as International Society of Arboriculture Certified Arborist. Crews comprised of more than six (6) employees shall have a second supervisor on-site with a current certification as International Society of Arboriculture Certified Arborist.

F. Equipment.

All vehicles and equipment used in the performance of work assigned under this Agreement shall be in good working order and in compliance with all local, state, and federal laws.

1. Vehicles shall display signage denoting the contractor's name, telephone number, and "City of Woodland Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside the scope of this Agreement.

2. Contractor vehicles will be equipped with all warning lights, signage, and other

equipment necessary to safely work in the City right-of-way.

G. Damage to Property.

Public or private property damaged as a result of the Contractor's operations shall be repaired or replaced at the Contractor's sole cost and expense and shall be repaired or replaced back to the original existing conditions.

H. Safety.

The Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

1. The Contractor shall be solely responsible for complying with O.S.H.A. and Cal O.S.H.A. Safety Orders, City Code, and the California Manual on Uniform Traffic Control Devices (MUTCD), so as to protect all persons, including employees from foreseeable injury, or damage to property.

2. All work within 10 feet of any overhead high voltage electrical conductors shall be referred to Pacific Gas & Electric (PG&E) by the Contractor. Work shall be scheduled by the Contractor in cooperation with PG&E and shall be conducted in such a manner as to minimize disruption of service and disturbance of residents.

3. Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from Urban Forestry staff.

I. Work Affecting the Public Right-Of-Way.

The Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and the Contractor agrees that during the progress of the work, the Contractor shall constantly protect and preserve the safety of the public. The Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by the Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane and pedestrian closures and deliveries of material and equipment.

1. Temporary Traffic Control Requirements.

The Contractor shall be solely responsible for furnishing, installing and maintaining all advance warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicular and pedestrian traffic during the performance of the work. This requirement shall be for the duration of the service or project, and shall not be limited to working hours. The use of flagmen, barricades, and construction signage shall comply with the current edition of the California MUTCD.

The Contractor shall not be allowed to work until a City-approved traffic control plan is on file with the Inspector. If the Inspector determines at any time that actual traffic conditions under the approved plan are not adequate to ensure public safety, the Engineer

may require the plan to be immediately modified. If a hazardous condition cannot be eliminated by plan modification, the Inspector may require work under the plan be stopped, and the plan suspended, until the safety hazard is remedied. The Contractor shall not be entitled to any costs, damages or extension of Contract time arising from any stop work order issued by the Inspector under this Section.

The Contractor shall provide safe pedestrian and disabled access through or around the construction area at all times. Sidewalk closure shall comply with federal and state disability access laws and regulations. The Contractor shall provide access to all existing driveways, adjacent parking areas, and buildings at all times unless other arrangements are made with the property owner and approved by the Inspector. Access for emergency vehicles shall be clear at all times.

All work within public streets and/or right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the public as possible. Unless otherwise approved, the Contractor shall maintain at least one travel lane in each direction at all times on two-way Primary Streets (defined below), and at least two travel lanes at all times on one-way Primary Streets. The Contractor shall also maintain local property access and access to existing public cross-streets.

The Contractor shall submit a traffic control plan showing proposed traffic control measures and detours for vehicles and pedestrians a minimum of ten working days prior to the start of any work that requires the closure of a sidewalk or traffic lane. The traffic control plan shall include the following information:

a. The name and business address of the applicant.

b. A diagram showing:

   1) The location of the proposed work area;
   2) The location of areas where the public right-of-way will be closed or obstructed; and
   3) The placement of traffic control devices necessary to perform the work.

c. The proposed phases of traffic control in a narrative format including a description and dates for the beginning and ending of each phase.

d. The time periods when the traffic control will be in effect.

2. Temporary Street Parking Lane Closure.

   The Contractor shall provide barricades with signage noting parking restrictions and days and times of scheduled tree care operations at least 72 hours in advance of work. All barricades and signage must be approved by Urban Forestry staff. Parking closure signs shall not be attached to trees. Parking closure signs shall not indicate TOW AWAY zones.

J. Parking and Traffic Violations.

Parking and traffic citations as a result of violations shall be solely the responsibility of the Contractor[A6].

II. TECHNICAL SPECIFICATIONS.

The Contractor shall provide the following services, as requested by Urban Forestry:

- Demand Pruning
- Programmed Pruning
- Crown Reduction/Crown Clean for English Elms
- Palm Pruning
- Tree Removal
- Stump Grinding
- Crane Services
- Unscheduled Work or Storm/Emergency Work Crew Services

Note: English elms not requiring a crown reduction will be billed at Programmed or Demand based pruning rates.

Tree care operations shall be in accordance with current standards as established by the American National Standard Institute (ANSI). Specifically, current ANSI A300 (Tree, Shrub and Other Woody Plant Maintenance-Standard Practices), ANSI Z133 (Safety Requirements for Arboricultural Operations) and accompanying International Society of Arboriculture "Best Management Practices" publications shall be adhered to. Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or in the case of emergencies.

With the exception of work requested on a time and materials basis, all pruning orders shall be based on complete pruning of the entire tree.

A. Tree Pruning.

Work orders for programmed pruning are based on street block areas within the City of Woodland boundaries. Generally, programmed pruning areas are planned as contiguous areas. Work orders for demand-based pruning are based on service requests with specific objectives in various locations within the City of Woodland boundaries and may or may not be at contiguous locations.

Notwithstanding the referenced ANSI standards, trees and palms shall be pruned as follows:

1. Mature Trees.
   Tree crowns shall be cleaned, raised, reduced, thinned or any combination of these methods to achieve the following objectives:

   a. Remove dead branches that are greater than 1 inch at the point of attachment.

   b. Remove diseased, decayed, broken, weakly attached, and/or crossing branches.

   c. Remove mistletoe and/or vines growing on the tree.

   d. Improve tree growth and form to maximize safety, structural integrity, and health.

e. Prune to provide eventual clearance of 14 feet over roadways; prune to provide eventual clearance of 8 feet over pedestrian pathways; prune to provide eventual clearance of 5 feet around buildings and other structures, including, but not limited to roofs, gutters, fireplaces, television antennas, and utility service connections.

f. Prune to clear line of sight for streetlights, traffic signs and signals, and street signs.

In achieving the above objectives, the Contractor shall not remove more of the tree crown than necessary. Under no circumstances shall more than 25 percent of the crown be removed without approval from Urban Forestry staff. When reducing the length of a limb, the resulting terminal branch should be at least 1/3 the diameter of the parent limb.

The Contractor shall notify Urban Forestry staff if any defects are found in a tree while pruning.

2. Young Trees.

Young trees (under 8 inches) shall be pruned to achieve the following objectives:

a. Remove dead branches.

b. Remove diseased, decayed, broken, weakly attached and/or crossing branches.

c. Develop strong central leader and radially and vertically symmetric distribution of branches as appropriate for the species.

d. Encourage trunk taper by retaining temporary branches until diameter at the point of attachment is approximately 1/3 of the diameter of the parent branch.

e. Select and develop permanent branches.

f. Retain foliage in the lower portion of the canopy as long as possible.

g. Prune to avoid conflicts with pedestrians, vehicles, and sight-lines at street intersections.

3. Palms.

a. Remove dead and dying fronds.

b. Prune palm crown to no narrower than a 9 and 3 o'clock position.

c. Remove loose frond sheaths along the entire length of the trunk.

d. Remove fruit and flowers.

i) A chainsaw may only be used on dead fronds. Use of a handsaw is required

on green fronds and fruit/flowers.

B. Tree Removal.

Notwithstanding the referenced ANSI Standards, trees, palms and other woody plants shall be removed as follows:

1. Remove all tree parts in a safe and efficient manner. Where necessary, tree parts shall be lowered by rope, crane, or other suitable means to avoid damage to surrounding property, including adjacent trees.

2. Ropes or other rigging shall not be placed so as to cause damage to adjacent property or trees

3. Trees shall be removed to within 6 inches of grade, measured from the soil line where the trunk meets the ground.

C. Stump Removal.

1. Stumps shall be ground until completely removed. The Contractor shall also grind out all surface roots 2 inches or greater within a 6-foot radius of the stump. Stump grindings shall be removed completely.

2. The Contractor shall backfill the hole with a top soil blend approved by the City.

3. The Contractor shall compact soil to allow for settling.

4. The Contractor is responsible for notifying Underground Service Alert prior to grinding stumps or digging anywhere within the public right-of-way or city property.

5. The Contractor shall respond to all non-urgent stump grinding work orders within 5 working days. Stump grinding work orders related to sidewalk repairs shall be completed within 3 working days.

6. Where stump grinding is being performed to accommodate a new replacement sidewalk, all surface roots within the footprint of the sidewalk shall be ground to a depth of 6 inches.

D. Debris Removal.

The scope of work shall include removal and disposal of brush and debris generated by said work. Waste material shall be disposed of at the contractor's expense at a location designated and/or approved by the City. Waste material shall not be given away or sold as firewood. Waste material (excepting trees affected by Dutch Elm Disease) shall not be landfilled. Recycling of wood and wood chips through sustainable uses is strongly encouraged.

Contractor shall provide wood or trunk samples if requested by Urban Forestry staff. Debris resulting from contractor's operations shall not be left on any work sites overnight. Upon completion of a work, the site shall be left in a clean and orderly condition.

E. Tool Sanitation and Disease Transmittal

Contractor's tools that have potential to transmit pests or diseases to other trees shall be disinfected prior to initiating work within the City, after work on any potentially diseased trees, and prior to reinitiating work after any work outside of City-contracted services.

All lead workers that supervise tree care operations under the terms and conditions of this Agreement shall attend a Dutch Elm Disease awareness and training class, provided by Urban Forestry, prior to any work on species susceptible to the disease. Disposal sites and methods for Dutch Elm Disease-infected tree parts shall be approved by Urban Forestry staff.

Due to disease concerns regarding Canary Island Date Palms (Phoenix canariensis) and California fan palms (Washington filifera), live fronds, flowers and fruit parts must be pruned with handsaws.

Chain saws and hand saws shall be thoroughly disinfected before and after use on any species of palm or elm using a disinfectant approved by Urban Forestry. Chain saws shall have the clutch cover removed and the chain, bar, and clutch area shall be sprayed. Handsaws are to be completely disinfected after each use. Chain saws and hand saws shall be disinfected with each use before pruning the next tree.

EXHIBIT B

FEE SCHEDULE/MANNER OF PAYMENT

1. CONTRACTOR'S Compensation. The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $220,000.00.

2. Billable Rates. CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.

3. CONTRACTOR'S Reimbursable Expenses. Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. Payments to CONTRACTOR.

A. Payments to CONTRACTOR shall be made pursuant to the terms of the Agreement. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

B. All invoices submitted by CONTRACTOR shall contain the following information:

(1) Job/Project Name
(2) CITY's current Purchase Order Number
(3) CONTRACTOR'S Invoice Number
(4) Date of Invoice Issuance
(5) Work Order Number (if applicable)
(6) CITY representative identified on the Purchase Order
(7) CONTRACTOR'S remit address for payment
(8) Description of services billed under Invoice
(9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
(10) Total Billed to Date under Agreement

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR'S failure to comply with the invoice format described above.

Submitting Invoices:
(1) Email. Submit email invoices and any attachments to: Westley.Schroeder@cityofwoodland.org
(2) Postal mail. If emailing invoices and attachments is not an option, mail to:

Westley Schroeder
2001 East Street
Woodland, CA 95695

5. Additional Services. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an amendment to this Agreement is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

6. Taxes. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR'S compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR'S breach of this Section 6.

TREE PRUNNING SERVICES

PRICING SCHEDULE

For furnishing to the City of Woodland prices in accordance with the provisions and specifications contained herein. Pricing shall be all inclusive. No surcharges or additional costs will be allowed. The quantities specified are based upon the best estimates available and are subject to increase or decrease.

1. HOURLY RATES FOR BASIC SERVICES

TASK	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT				
	HOURLY RATE	X	HOURS	=	EXTENDED PRICE	HOURLY RATE	X	HOURS	=	EXTENDED PRICE	HOURLY RATE	X	HOURS	=	EXTENDED PRICE
3-PERSON CREW AND BUCKET, DURING REGULAR WORK HOURS (SEE NOTE 1, BELOW)	$267.00	X	100	=	$26,700.00	$270.00	X	100	=	$27,000.00	$276.00	X	100	=	$27,600.00
3-PERSON CREW AND BUCKET, DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	$330.00	X	100	=	$33,000.00	$336.00	X	100	=	$33,600.00	$345.00	X	100	=	$34,500.00
CRANE SERVICES DURING EMERGENCIES AND AFTER REGULAR WORK HOURS	$150.00	X	100	=	$15,000.00	$155.00	*	100	=	$15,500.00	$170.00	X	100	=	$17,000.00
FIRST YEAR EXTENDED TOTAL					$74,700.00	SECOND YEAR TOTAL				$76,100.00	THIRD YEAR TOTAL				$79,100.00
THREE-YEAR TOTAL FOR BASIC SERVICES *(sum of First Year + Second Year + Third Year subtotals)*															$229,900.00

2. UNIT PRICES FOR DEMAND PRUNING

SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT				
	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE
Up to 6 d.b.h.	$120.00	X	20	=	$2,400.00	$126.00	X	20	=	$2,520.00	$132.00	X	20	=	$2,640.00
7 – 12 d.b.h.	$240.00	X	20	=	$4,800.00	$252.00	X	20	=	$5,040.00	$264.00	X	20	=	$5,280.00
13 – 24 d.b.h.	$360.00	X	20	=	$7,200.00	$375.00	X	20	=	$7,500.00	$400.00	X	20	=	$8,000.00
25 – 36 d.b.h.	$450.00	X	100	=	$45,000.00	$472.00	X	100	=	$47,200.00	$495.00	X	100	=	$49,500.00
37 – 48 d.b.h.	$750.00	X	50	=	$37,500.00	$813.00	X	50	=	$40,650.00	$853.00	X	50	=	$42,650.00
49+ d.b.h.	$1,140.00	X	50	=	$57,000.00	$1,197.00	X	50	=	$59,850.00	$1,256.00	X	50	=	$62,800.00
FIRST YEAR SUBTOTAL					$153,900.00	SECOND YEAR SUBTOTAL				$162,760.00	THIRD YEAR SUBTOTAL				$170,870.00
THREE-YEAR TOTAL FOR DEMAND PRUNING *(sum of First Year + Second Year + Third Year subtotals)*															$487,530.00

3. UNIT PRICES FOR PROGRAM PRUNING

SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT				
	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE
Up to 6 d.b.h.	$80.00	X	800	=	$64,000.00	$82.00	X	800	=	$65,600.00	$85.00	X	800	=	$68,000.00
7 – 12 d.b.h.	$100.00	X	1100	=	$110,000.00	$105.00	X	1100	=	$115,500.00	$120.00	X	1100	=	$132,000.00
13 – 24 d.b.h.	$140.00	X	1500	=	$210,000.00	$145.00	X	1500	=	$217,500.00	$155.00	X	1500	=	$232,500.00
25 – 36 d.b.h.	$165.00	X	1200	=	$198,000.00	$175.00	X	1200	=	$210,000.00	$190.00	X	1200	=	$228,000.00
37 – 46 d.b.h.	$275.00	X	500	=	$137,500.00	$285.00	X	500	=	$142,500.00	$300.00	X	500	=	$150,000.00
49+ d.b.h.	$350.00	X	400	=	$140,000.00	$375.00	X	400	=	$150,000.00	$400.00	X	400	=	$160,000.00
	FIRST YEAR SUBTOTAL				$859,500.00			SECOND YEAR SUBTOTAL		$901,100.00	THIRD YEAR SUBTOTAL				$970,500.00
											THREE-YEAR TOTAL FOR PROGRAM PRUNING *(sum of First Year + Second Year + Third Year subtotals)*				$2,731,100.00

4. UNIT PRICES FOR PALM PRUNING

SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT				
	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE
DATE PALM SPECIES	$350.00	X	150	=	$52,500.00	$360.00	X	150	=	$54,000.00	$375.00	X	150	=	$56,250.00
WASHINGTONIA PALM SPECIES	$100.00	X	150	=	$15,000.00	$105.00	X	150	=	$15,750.00	$115.00	X	150	=	$17,250.00
	FIRST YEAR SUBTOTAL				$67,500.00			SECOND YEAR SUBTOTAL		$69,750.00	THIRD YEAR SUBTOTAL				$73,500.00
											THREE-YEAR TOTAL FOR PALM PRUNING *(sum of First Year + Second Year + Third Year subtotals)*				$210,750.00

5. UNIT PRICES FOR TREE REMOVAL (TO 6 INCHES ABOVE SOIL LINE)

SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT				
	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE
Up to 6 d.b.h.	$125.00	x	50	=	$6,250.00	$131.00	x	50	=	$6,550.00	$137.00	x	50	=	$6,850.00
7 – 12 d.b.h.	$275.00	x	100	=	$27,500.00	$285.00	x	100	=	$28,500.00	$325.00	x	100	=	$32,500.00
13 – 24 d.b.h.	$600.00	x	200	=	$120,000.00	$625.00	x	200	=	$125,000.00	$650.00	x	200	=	$130,000.00
25 – 36 d.b.h.	$1,200.00	x	100	=	$120,000.00	$1,300.00	x	100	=	$130,000.00	$1,400.00	x	100	=	$140,000.00
37 – 48 d.b.h.	$2,000.00	x	100	=	$200,000.00	$2,100.00	x	100	=	$210,000.00	$2,200.00	x	100	=	$220,000.00
49+ d.b.h.	$3,500.00	x	50	=	$175,000.00	$3,675.00	x	50	=	$183,750.00	$3,858.00	x	50	=	$192,900.00
	FIRST YEAR SUBTOTAL				$648,750.00	SECOND YEAR SUBTOTAL				$683,800.00	THIRD YEAR SUBTOTAL				$722,250.00
										THREE-YEAR TOTAL FOR TREE REMOVAL *(sum of First Year + Second Year + Third Year subtotals)*					$2,054,800.00

6. UNIT PRICES FOR STUMP GRINDING

SIZE CLASS	FIRST YEAR OF CONTRACT					SECOND YEAR OF CONTRACT					THIRD YEAR OF CONTRACT				
	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE	UNIT PRICE	X	QTY	=	EXTENDED PRICE
Up to 6 d.b.h.	$230.00	x	50	=	$11,500.00	$240.00	x	50	=	$12,000.00	$250.00	x	50	=	$12,500.00
7 – 12 d.b.h.	$345.00	x	100	=	$34,500.00	$360.00	x	100	=	$36,000.00	$375.00	x	100	=	$37,500.00
13 – 24 d.b.h.	$600.00	x	200	=	$120,000.00	$650.00	x	200	=	$130,000.00	$700.00	x	200	=	$140,000.00
25 – 36 d.b.h.	$800.00	x	100	=	$80,000.00	$840.00	x	100	=	$84,000.00	$880.00	x	100	=	$88,000.00
37 – 48 d.b.h.	$950.00	x	100	=	$95,000.00	$1,000.00	x	100	=	$100,000.00	$1,050.00	x	100	=	$105,000.00
49+ d.b.h.	$1,150.00	x	50	=	$57,500.00	$1,200.00	x	50	=	$60,000.00	$1,250.00	x	50	=	$62,500.00
	FIRST YEAR SUBTOTAL				$398,500.00	SECOND YEAR SUBTOTAL				$422,000.00	THIRD YEAR SUBTOTAL				$445,500.00
										THREE-YEAR TOTAL FOR STUMP GRINDING *(sum of First Year + Second Year + Third Year subtotals)*					$1,266,000.00

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PRICING SCHEDULE TOTALS	
THREE-YEAR TOTAL FOR BASIC SERVICES *(from Section 7, above)*	$229,900.00
THREE-YEAR TOTAL FOR DEMAND PRUNING *(from Section 2, above)*	$487,530.00
THREE-YEAR TOTAL FOR PROGRAM PRUNING *(from Section 3, above)*	$2,731,100.00
THREE-YEAR TOTAL FOR PALM PRUNING *(from Section 4, above)*	$210,750.00
THREE-YEAR TOTAL FOR TREE REMOVAL *(from Section 5, above)*	$2,054,800.00
THREE-YEAR TOTAL FOR STUMP GRINDING *(from Section 6, above)*	$1,266,000.00
PROPOSAL TOTAL *(sum of Three-Year Totals for Section 7, 2, 3, 4, 5, and 6, above)*	$ $6,980,080.00

PRICING SCHEDULE NOTES:

1. The estimated quantities are for bid evaluation purposes only, actual work assigned will be based upon availability of funds and actual needs as they occur throughout the contract period. Unscheduled work (storm or other emergency work) shall be billed portal to portal, not to exceed 1.5 hours, round trip. Rates should be based on a typical three-person crew, including a qualified lead worker. Equipment needs should include a truck equipped with a chip box and an aerial lift with a minimum working height of 55 feet, a brush chipper, and all associated tools and equipment to complete a typical tree pruning or removal assignment per the General Requirements that follow in this document.

2. The hourly labor rates quoted must be all inclusive. Quotes will be based on an hourly rate, based upon the time the Contractor begins work on site. Cost for travel time should be incorporated into the hourly rate that is quoted (except as noted in 1., above). No surcharges, fees, or other additional costs will be allowed.

3. The prices quoted to the City shall be as low as, or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

4. In determining the amount quoted by each contractor, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

5. When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Project Manager's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be

inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Project Manager's estimate of the estimated quantities of work to be performed as items of work. If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

6. If mutually agreeable to both parties, the use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Woodland will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY2018/2019 CONTRACT FOR TREE PRUNING AND MAINTENANCE SERVICES WITH WEST COAST ARBORISTS, INC.

WHEREAS, the City performs annual cyclical pruning and tree maintenance on our urban forest to promote public safety and tree health; and

WHEREAS, West Coast Arborists Inc.; a tree maintenance company, provides municipal tree maintenance service to other local communities, including the Cities of Roseville, Elk Grove, West Sacramento, Davis and Sacramento; and

WHEREAS, "piggy-backing" on the City of Sacramento's competitively bid tree maintenance contract would benefit the City by economy of scale pricing; and

WHEREAS, the proposed contract results in an annual cost of two hundred and twenty thousand dollars for tree maintenance services provided to the City of Woodland; and

WHEREAS, funding in support of this contract is provided in the FY2018/2019 annual budget previously approved by the Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland hereby authorizes the City Manager to execute the FY2018/2019 contract with West Coast Arborists, Inc. in an amount not to exceed $220,000. The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement provided the total contract amount does not change.

PASSED AND ADOPTED by the City Council this 2nd day of October, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Enrique Fernandez, Mayor

ATTEST:

_____

APPROVED AS TO FORM:

_____

82093.00013\31495207.2

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: H.10.
SUBJECT: Authorize the Purchase of a Chevy Silverado Work Truck for Streets Maintenance

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a 2019 Chevy Silverado 3500 from Winner Chevrolet in the amount of $56,181.78 under State Contract #1-16-23-23D.

Staff Contact
Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org, 530-661-5956

Council Goal
Maintain City Infrastructure – providing equipment for the needs of the Public Works department

Fiscal Impact
The purchase will be made from the Vehicle Replacement budget that has already been adopted by the City Council in the Fiscal Year 2018/19 budget cycle.

Background
The older truck was scheduled for replacement in FY2018/2019 due to age and high maintenance costs. Fleet Services sourced a new truck under the State Contract #1-16-23-23D. The local dealership was invited to participate in the bidding process but was unable to provide the City with a truck that matched the required specifications.

Discussion
Although the budget to replace the vehicle was already authorized by the City Council, the City's Purchasing Ordinance states that any vehicle over $50,000 must also be approved by the City Council. Fleet Services will execute the purchase upon authorization from the City Council. The estimated delivery date will be 12 weeks from the time Fleet Services sends the dealership the purchase order. The new truck should be fully operational and ready for use in early Spring of 2019.

Conclusion
Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of a 2019 Chevy Silverado 3500 from Winner Chevrolet in the amount of $56,181.78 under State Contract #1-16-23-23D.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Craig Locke, Public Works Director

Attachments:
1. Winner Chevrolet Quote 092418

2. Resolution

Paul Navazio
City Manager

Elk Grove Auto / Winner Chevrolet

Quotation

8575 Laguna Grove Drive
Elk Grove, CA 95757
916-426-5752

DATE September 24, 2018
Quotation # 20234

To:
Troy Thompson
City of Woodland

(530) 661-5956

Prepared by: Jerry Powers

Comments or special instructions: Vehicle build and options are in additional pages.

State Contract # 1-16-23-23D

Quote is good for 45 days.

Description		AMOUNT
Line 29 Silverado		$ 26,438.00
Upgrade to Crew Cab		$ 3,400.00
Options (Refer to Window Sticker)		$ 600.00
2 Extra Keys		$ 250.00
Running Boards		$ 425.00
Stiles Upfit - Specs attached		$ 20,748.00
DOC Fee		$ 80.00
****** Please review, sign, and return a copy of the quote and ****** ****** specs with the PO or the vehicle will not be ordered. ****** ******Shipping charge added for deliveries beyond Sacramento. No charge for will call.******		
	Subtotal:	$ 51,941.00
	Tax Rate: 8.000%	$ 4,155.28
CA Tire Fee: $1.75 / Per Tire	**Tire Fee:**	$10.50
	Delivery Charge:	$ 75.00
	Total	**$ 56,181.78**

Add CA Sales Tax (Tire Fee and Delivery are NOT to be taxed)

If you have any questions concerning this quotation, contact Jerry Powers at 916-426-5752 or email at JPowers@LasherAuto.com

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF ONE REPLACEMENT CHEVY SILVERADO 3500 FOR STREETS MAINTENANCE

WHEREAS, the City Council acknowledges that the purchase will be for a replacement truck for Streets Maintenance that was already approved by the City Council to be replaced in Fiscal Year 2018/19; and

WHEREAS, the City Council acknowledges that although the funding for the vehicle was adopted by the City Council in the Fiscal Year 2018/19 budget, any vehicle purchase over $50,000 requires a separate authorization by the Council; and

WHEREAS, the City of Woodland wishes to award the purchase of the new Chevy Silverado 3500 to Winner Chevrolet under the California State Contract #1-16-23-23D in the amount of $56,181.78;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby authorizes the purchases of one replacement 2019 Chevy Silverado 3500 from Winner Chevrolet in the amount of $56,181.78.

PASSED AND ADOPTED by the City Council on this 2nd day of October 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Enrique Fernandez, 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: October 2, 2018
ITEM #: I.11.
SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE - Technology Fee for Digitized Documents

THIS ITEM WILL BE OPENED AND CONTINUED TO THE OCTOBER 16, 2018 COUNCIL MEETING.

Attachments:

None

Paul Navazio
City Manager

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: J.12.
SUBJECT: Fundraising Agreement for Proposed Skate Park at Woodland Sports Park

Recommendation for Action:
Staff recommends that the City Council receive the Agreement for Skate Park Fundraising between the City of Woodland and SorD Boardshop, and adopt Resolution No. _____, approving the Agreement and authorize the City Manager to execute the Agreement on the City's behalf.

Staff Contact:
Christine Engel, Community Services Director, (530) 661-2000, christine.engel@cityofwoodland.org

Fiscal Impact:
The cost to design and construct the new skate park is estimated at $607,000. The City has budgeted $10,000 in seed-money for the project. All other funds will be raised by the user-group. The cost to maintain and operate the new facility has not yet been determined. Operation costs would be presented to the City Council when a draft operation agreement between the City and user-group is being considered for approval. It is assumed that maintenance needs for the skate park will be minimal and paid for by the City.

Background:
On March 6, 2018 the City Council received an update on the conceptual buildout of the Sports Park. Information provided included the updated Woodland Community Sports Park Draft Master Plan for buildout of the Sports Park, as well the cost of approximately $16 million to design and construct the new recreation facilities identified in the conceptual master plan - Tennis, Soccer, Fastpitch Softball, and Skate Park. The council took action and authorized an additional $30,000 of Measure E funding for continued design and project management assistance for planning the proposed facilities.

In July, the Council was updated on the current status on each of the proposed user-group projects included in the Conceptual Master Plan.

On September 4, 2018, the City Council approved the Agreement for Tennis Complex Fundraising, and received an update on the other projects.

CEQA Determination: The Agreement is not considered a project under the California Environmental Quality Act ("CEQA") because it does not authorize construction or a physical change in the environment. As such, the Agreement is not a project under CEQA Guidelines 15378 and 15061(b)(3). However, to the extent that the Agreement could be deemed a project under CEQA, it is exempt from further review pursuant to CEQA Guideline 15183(a). Guideline 15183(a) provides that CEQA mandates that projects that are consistent with a community plan or general plan for which an EIR was certified to not require additional environmental review except as may be necessary to evaluate project-specific significant effects. The Agreement here contemplates the eventual construction of a skate park at the Sports Park. The City Council adopted the Parks, Recreation and Community Services Master Plan 2004 Update on September 21, 2004. The Master Plan designated the Sports Park at the East Street location and provided new recreational opportunities for the planned Spring Lake Specific Plan and Master Plan Remainder Area communities. Potential environmental impacts from the Sports Park were addressed both in the Spring Lake Specific Plan Environmental Impact Report and Addendum Number 6 to that EIR, which was adopted by the City Council on March 1, 2005. In light of the above, staff recommends that the City Council find the Agreement is exempt from CEQA and direct staff to file a Notice of Exemption with the Yolo County Clerk's Office in conformance with Article 5, Section 15062(1) of the CEQA Guidelines.

Discussion:
Staff has been working with the City Attorney to draft an Agreement for the Skate Park, which would establish the framework for the City and user-group to move forward with the project. The Agreement identifies the party, project details including cost estimate, stipulates the fundraising responsibilities of the user-group, and sets a 5-year timeframe with milestones for design commencement.

Fundraising Agreement: The Agreement is attached for review. The following summarizes some of the elements of the Agreement:

Parties: City of Woodland and SorD Boardshop

Location: Northeast corner of Community Center/Sports Park, near I/S Sports Park Drive and Matmor Road

Elements: 10,000 sf concrete skate park with lighting; no parking, restrooms, or landscaping are proposed.

Cost Estimate: $607,000, all user-group responsibility, actual bids will dictate amount of funding needed.

Fundraising/City Seed Money: City will give the group up to 5 years to raise the funds, the City will provide the $10,000 seed-money upon execution of Agreement, and once 50% the funds are raised, the Agreement will be amended to update costs, and provide more details to move forward with design and eventual construction.

User Group Priority Use/Operations: The City will operate the skate park. The city will allow User Group to reserve the park on Saturday and Sunday, twice per year, for events, with 3 months advanced approval by the City. The park will be open to the public other than that. User Group proposes to keep area clean and maintained, and estimate minimal cost for maintenance of the facility.

Rules and Regulations: Specifics would be developed once design has started, including hours of operation.

Once the Agreement is executed; the User-Group will commence with fundraising and provide quarterly updates on progress. Staff will keep the City Manager abreast of this progress.

Commission/Committee Recommendation:
On July 23, 2018, City staff presented the Proposal from the user-group, for the Skate Park, to the Parks and Recreation Commission, and the Commission unanimously authorized staff to advance the project to the City Council.

Conclusion:
Staff recommends that the City Council receive the Agreement for Skate Park Fundraising between the City of Woodland and SorD Boardshop, and adopt Resolution No. ___ to approve the Agreement and authorize the City Manager to execute the Agreement on the City's behalf.

Prepared By: Christine Engel, Community Services Director

Paul Navazio, City Manager

Attachments:

1. Skate Park Fundraising Agreement-final 10-02-18
2. Resolution Skate Park 10-2 18

Paul Navazio
City Manager

AGREEMENT FOR SKATE PARK FUNDRAISING BETWEEN THE CITY OF WOODLAND AND SorD BOARDSHOP

This Agreement for Skate Park Fundraising ("Agreement") is made and entered into this _ day of _____, 2018, by and between the CITY OF WOODLAND, a municipal corporation of the State of California ("City") and SorD Boards, a sole proprietorship doing business as SorD Boardshop ("SorD").

RECITALS

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, SorD has an interest and desire for an approximate 10,000 square foot skate park to be constructed at the Sports Park, the purpose of which is to provide a designated recreational space for skateboarders to use, the location and preliminary configuration of which are depicted in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, City similarly desires to have a skate park constructed but lacks the necessary financial resources to construct a skate park and desires to partner with future users of the skate park in order to bring a skate park to fruition at the Sports Park; and

WHEREAS, City agrees to set aside an initial investment of funds for SorD's use in exchange for SorD's fundraising for skate park construction; and

WHEREAS, this Agreement only authorizes the use of City funds for SorD's eventual use for skate park fundraising and does not separately authorize or approve the construction, operation, or maintenance of a skate park.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and subject to the terms, conditions, and provisions hereof, the parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. Cost of Skate Park. The parties agree that the estimated cost of skate park construction, based on a conceptual design prepared by Callandar Associates, is SIX HUNDRED SEVEN THOUSAND DOLLARS ($607,000.00) ("Skate Park Construction Cost"). The Skate

Park Construction Cost includes all of City's anticipated costs of project management, design, construction, and inspections, and an assumption of a twenty percent (20%) cost estimate and change order contingency. The City uses the annual Construction Cost Index, which averages around three percent per year (3%/year), when estimating project cost increases. The parties understand and agree that the Skate Park Construction Cost is an estimate based on the best available information known to the parties at the commencement of this Agreement and that the Skate Park Construction Cost may change based on several contingencies, including, but not limited to, a change(s) to the design and configuration of the skate park from the concept design and/or increase in the cost of materials and/or labor.

3. SorD's Fundraising.

A. SorD's Obligations. SorD agrees to raise funds for Skate Park Construction. City shall have no control over the manner or mechanism in which SorD chooses to manage, hold, or invest funds or the manner or mechanism in which SorD solicits or receives funds. City shall not direct or authorize any specific fundraising activity; nor shall City prohibit or otherwise interfere with SorD's fundraising activities. SorD shall be solely responsible for soliciting donors, establishing partnerships with local businesses and organizations, and handling all administrative and other responsibilities related to fundraising. If SorD is unable to raise sufficient funds for skate park construction, as described in this Agreement, SorD shall be solely responsible for determining the use or distribution of all funds raised.

B. Written Reports. From and after commencement of this Agreement, SorD shall provide City with a quarterly written report (commencing on the quarter starting January 1, April 1, July 1, or October 1) documenting its fundraising progress. Such written progress report may be transmitted in, and by, any format, including delivery by electronic mail.

C. Naming Opportunities. SorD 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, SorD 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, as specified below in Section 5. SorD 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 skate park after a donor shall be made by both the City and SorD, and City reserves the right to have such decision made by the City Council.

4. City's Financial Contribution. Upon commencement of this Agreement, as set forth below in Section 6 below, the City agrees to set aside, and not expend for any other purpose, the amount of TEN THOUSAND DOLLARS ($10,000.00) ("City Funds") for SorD's use for skate park fundraising related expenses and for planning and design. City agrees that SorD may submit invoices for reimbursement from City to SorD, up to the full amount of City Funds, for SorD's expenses related to fundraising marketing. Such reimbursement shall be paid for from City Funds.

5. Contracts for Design and Construction of Skate Park.

A. Commencement of Design Work. Upon SorD's presentation to the City evidence, to the City's satisfaction, that it has raised, or otherwise has available as a contribution to the Skate Park Construction Cost, the amount of at least THREE HUNDRED THREE THOUSAND FIVE HUNDRED DOLLARS ($303,500.00) (one half of the Skate Park Construction Cost), the City shall execute a contract with a landscape architect to proceed with preparation of construction drawings for the skate park. The choice of landscape architect shall be within the City's discretion, subject to the City's purchasing and procurement policy.

B. Preliminary Concept Plans. SorD may provide design plans for the skate park, to be incorporated into the City's plans. Neither party anticipates that the skate park will need to be wired for electricity or to have water or sewer utilities.

C. Payment. Prior to the City's execution of any contract for the skate park, SorD shall deposit with the City the full amount of the contract plus an additional ten percent (10%) of the contract to cover unanticipated changes. SorD shall at all times after making the initial deposit keep a minimum of Ten Thousand Dollars ($10,000.00) on deposit with the City, and the City shall inform SorD whenever the balance is close to reaching $10,000. Upon receiving notice from the City, SorD shall replenish the deposit within seven (7) business days. The City shall be solely responsible for making the payments to the contractors, pursuant to the terms of the City's agreement. The City shall first use any remaining City Funds (as set forth in Section 4 above) to pay the landscape architect and shall, thereafter, draw from the amount SorD has on deposit with the City to pay the landscape architect and any other contractors it may engage for the skate park.

D. Design Review Process. SorD and the City desire to work together in the design-review process; however the City shall have final approval of the design elements.

E. Final Cost. After the City receives the final design from the landscape architect, the City shall revise its cost estimate ("Revised Construction Cost"). If the Revised Construction Cost exceeds the Skate Park Construction Cost, SorD shall be responsible for raising the balance of funds needed to complete the skate park project. City shall have no obligation to begin any work related to construction of the skate park until and unless such funds have been raised. If during construction, the City experiences cost increases, the City shall promptly communicate such increases to SorD, and SorD shall be responsible for raising the balance of funds needed to complete construction.

6. Term. The term of this Agreement ("Term") shall commence upon mutual execution of this Agreement and shall continue for five (5) years. If at the end of the Term, SorD has not raised the full amount of the Skate Park Construction Cost, this Agreement shall terminate regardless of any design work already completed or any funds expended by either party. However, the parties may extend the term of this Agreement by mutual written consent and an amendment to this Agreement.

7. Termination.

A. Termination Upon Completion. This Agreement shall automatically terminate upon both the City's construction of the skate park and SorD's complete and final satisfaction of all monies owed to the City for skate park construction. The parties anticipate entering into a subsequent agreement regarding the scheduling and use of the skate park.

B. Termination for Cause by City. City may terminate this Agreement for Cause. "Cause" means a violation by SorD of this Agreement or of any local, state, or federal law applicable to this Agreement. If City finds that it has cause to terminate this Agreement, City shall deliver written notice to SorD. SorD shall then have thirty (30) days from the date of receipt of the notice to cure the violation (the "Cure Period") to cure the defect. If the Cause is of such a nature that it cannot be reasonably cured by SorD within the Cure Period, then the Cure Period shall be extended so long as SorD shall have commenced the curing of the violation. If SorD does not cure the violation during the Cure Period (as it may have been extended), City may deliver a notice of termination to SorD. If this Agreement is terminated by City for cause prior to substantial completion of the skate park, City shall have no obligation to complete construction of the skate park.

C. Termination by SorD. SorD may terminate this Agreement with or without cause pursuant to this Section 7.C. "Cause" means a breach or default by City of its warranties or obligations under this Agreement. If SorD finds that it has Cause to terminate this Agreement, SorD shall deliver written notice to City. City shall have thirty (30) days from the date of receiving such notice to cure the violation ("Cure Period"). If the Cause is of such a nature that it cannot reasonably be cured by City within the Cure Period, then the Cure Period shall be extended so long as City shall have diligently acted to cure the violation. If the City does not cure the noticed violation during the Cure Period (as it may have been extended), SorD may deliver a notice of termination to the City. If SorD terminates this Agreement for cause, it shall follow the same procedure as specified above in Section 7.B. for City to terminate this Agreement for cause. SorD may terminate this Agreement without cause up until the date the City executes the Agreement with the landscape architect. If SorD desires to terminate this Agreement without cause, it shall deliver written notice to City, and such termination may be effective immediately or upon any other date of SorD's choice.

8. Rules and Regulations: Once the design is completed by the landscape architect contracted by City; the City will consult with SorD and draft the rules and regulations for the skate park. Such City rules and regulations shall govern use of the skate park and may be amended by the City from time to time.

9. Construction, Operation, and Maintenance. City shall have sole responsibility for and control over, the construction, project management, inspection and permitting, operation, and maintenance of the skate park. The parties anticipate that construction of the skate park shall take approximately eighteen to twenty-four months. At all times during and after the term of this Agreement, the skate park and all associated improvements and the real property the skate park is on shall be the sole property of the City.

10. Limited License. If during the term of this Agreement SorD desires to enter the area of the Sports Park intended for the skate park for the purpose of erecting a sign on the property indicating the future use and/or SorD's fundraising goals, SorD and the City may enter into a license agreement for the erection and maintenance of such sign. Until such agreement is executed, SorD may not place items on the property.

11. Priority Use. In consideration of its fundraising and financial contribution to the Skate Park Construction Cost, SorD shall have exclusive access of the skate park for two entire weekends during each calendar year. The scheduling of the weekends shall be determined during a scheduling meeting between the City and User Group. Provided that the City constructs the skate park, this provision shall survive the term of this Agreement. The parties may desire to enter into a separate agreement concerning SorD's use of the skate park and other obligations of the parties, including maintenance of the skate park during such exclusive access periods.

12. Notice. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement shall be sent to the parties at the following addresses:

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

SorD: SorD Boardshop
Attn: Shelby Smith
607 Main Street
Woodland, CA 95695

13. General Provisions.

A. Private Undertaking. It is specifically understood and agreed between the parties that the skate park fundraising is a private undertaking. No joint venture, partnership, or other form of agency of any kind exists between the City and SorD or any insurer of either.

B. Successors and Assigns. The terms, conditions, and provisions of this Agreement shall apply to and bind the heirs, successors, executors, administrators, and permitted assigns of all parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such prior consent shall be void.

C. Captions. The underlined captions of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions of this Agreement.

D. Amendments. This Agreement may be amended only by a written instrument signed by City and SorD.

E. Interpretation. The parties understand, acknowledge, and agree that they have participated equally in the negotiation and drafting of this Agreement and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either party.

F. Governing Law and Choice of Forum. This Agreement shall be construed in accordance with and governed by the laws of the State of California as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yolo County.

G. Costs and Attorneys' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorneys' fees.

H. Authorized Signatory. The persons signing this Agreement on behalf of SorD affirmatively represents that they have the requisite legal authority to enter into this Agreement on behalf of SorD and to bind SorD to the terms and conditions of this Agreement. The person executing this Agreement on behalf of SorD understands that City is relying on this representation in entering into this Agreement.

I. Agreement Contains All Understandings. The recitals set forth above and the exhibit to this Agreement are incorporated herein and are part of this Agreement. This Agreement, and its exhibit, represents the entire and integrated agreement between the City and SorD regarding fundraising for the skate park and supersedes all prior negotiations, representations, or agreement, either written or oral.

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[Signatures on following page]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND, a
California municipal corporation

By: _____ Date: _____
Enrique Fernandez, Mayor

Attest:

By: _____
Ana B. Gonzalez, City Clerk

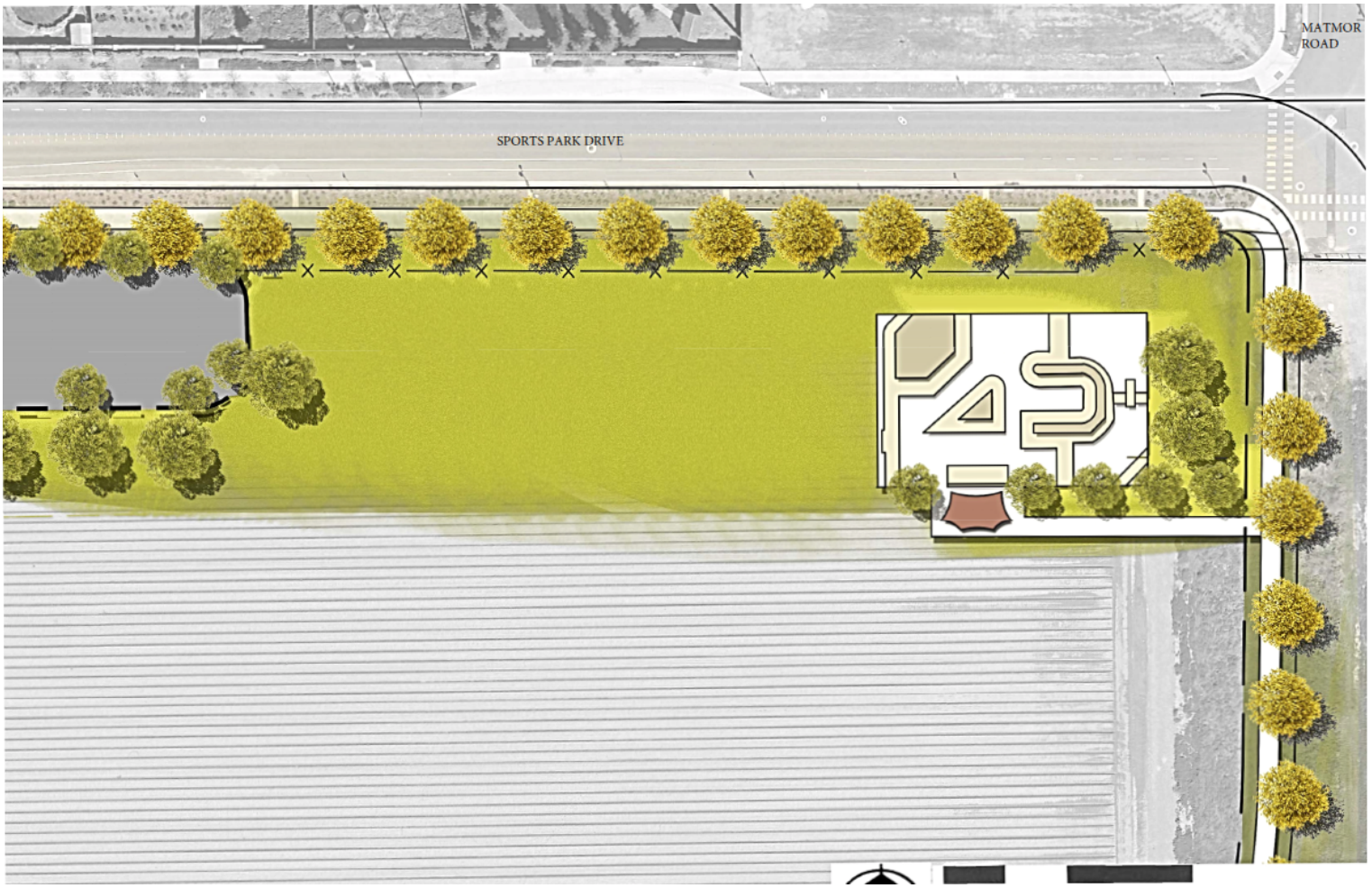
Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

SorD Boards, a sole proprietorship

By: _____ Date: _____
Shelby Henry Wallace Smith, Owner

EXHIBIT A
Preliminary Configuration of Skate Park



CITY OF WOODLAND RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
TO ENTER INTO AN AGREEMENT FOR SKATE PARK FUNDRAISING
WITH SORD BOARDSHOP

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, SorD Boardshop (User-Group) has an interest and desire to have a skate park constructed at the Sports Park ("Project"); and

WHEREAS, City similarly desires to have the skate park constructed but lacks the necessary financial resources to construct it, and desires to partner with the User Group in order to bring the Project to fruition at the Sports Park; and

WHEREAS, City agrees to set aside an initial investment of $10,000 for the User Group to use in furtherance of the skate park's fundraising and design for Project costs; and

WHEREAS, the Agreement for Skate Park Fundraising, only authorizes the use of City funds for the User Group's eventual use for Project fundraising and does not separately authorize or approve the construction, operation, or maintenance of all or any part of the Project.

WHEREAS, the Agreement is not a project pursuant to CEQA because the Agreement 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 Agreement for Skate Park Fundraising between the City of Woodland and SorD Boardshop. The City Attorney is hereby authorized to make clarifying and confirming changes.

Section 2. A copy of the Agreement is attached to and made a part of this Resolution.

Section 3. Notice of Exemption. The City Council hereby finds that the Agreement for Skate Park Fundraising is exempt from CEQA pursuant to CEQA Guideline 15183(a) and 15061(b)(3) because the Agreement for Skate Park Fundraising 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 2nd day of October, 2018, by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

_____
Enrique Fernandez, Mayor

Attest:

_____
Ana B. Gonzalez, City Clerk

Approved as to form:

_____
Kara K. Ueda, City Attorney

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: J.13.
SUBJECT: Sports Park Update: Woodland Girls' Fastpitch Softball Complex

Recommendation for Action:
Staff recommends that the Council receive an update and provide feedback on the proposal from the Woodland Girls' Fastpitch Softball Association for construction of a softball complex at the Sports Park.

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

Fiscal Impact:
There is no direct fiscal impacts from this informational report. However, as proposed, the current project cost is estimated to be $5.1 million. The WGFSA is proposing to raise roughly $2.6 million toward the project and is seeking a commitment from the City of $2.5 million. The project is proposed to be constructed in two phases. Phase 1 would provide for the construction of three softball fields, served by a gravel parking lot. Phase 2 would include field improvements (lighting and bleachers), landscaping, a concession/restroom facility and paving of the parking lot. Funding required for Phase 1 is estimated at $2.4 million, comprised of roughly $640,000 from the WGFSA and $1.7 million from the City. Phase 2 costs amount to an additional $2.7 million, with the WGFSA contributing $1.96 million and the City contributing $745,000. Annual ongoing costs for operations and maintenance of the softball complex have not yet been evaluated.

Background:
On October 17, 2017 the City Council received a report related to the conceptual plan for buildout of the Sports Park and recommended improvements to other City sports facilities. This recommendation categorized future projects into “Level A" and "Level B" projects, with Level A projects having the highest priority based on community needs. The construction of two girls fastpitch fields was identified as a Level A project. Other Level A projects included the construction of two soccer fields and an additional parking lot to accommodate the use of the additional fastpitch softball and soccer fields. Level B projects were the construction of a skate park, tennis complex and improvements to non-Sports Park facilities. The conceptual plan was approved by the Parks & Recreation Commission on September 25, 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 the updated 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). The plan to construct the facilities identified in the conceptual master plan, assumes that a significant portion of the project cost would be raised through user groups’ and community fundraising efforts. Subsequently, as part of the FY18/19 budget, council authorized $1 million in Measure J funding to be set aside for a future contribution towards the build out of the Sports Park.

On September 4, 2018, the City Council received an update on the progress of each of the user groups submitting proposals to the City. The report outlined various elements of each of the proposed projects (scope

of project, cost to design, construct, and operate, and proposed fundraising plan, etc.). The City Council also received and approved a fundraising agreement between the City and the Woodland Tennis Club for fundraising efforts to develop an eleven-court tennis complex.

Staff and members of the ad-hoc Council subcommittee have been working with board members from WGFSA to refine and better understand their future needs. WGFSA currently utilizes Harris Field and also rents fields from Woodland Joint Unified School District (Recreation Fields at Douglass Middle School). Neither of the facilities used by WGFSA have a snack bar which does not allow them to fundraise for their organization.

While the previous recommendations brought forward to City Council were for two girls fastpitch fields, WGFSA has indicated that their needs would best be accommodated with three fast pitch fields, as the additional field would allow them to host tournaments. The City's design consultant, Callander Associates, was able to modify the field layout to accommodate the three fields in the orientation preferred by WGFSA (see attached).

Historic fastpitch softball participation information for spring and fall seasons is provided below:

Girls Fast Pitch Historic Participation		
	Spring	**Fall**
2014	127	87
2015	227	107
2016	226	124
2017	187	75
2018	168	52

Discussion:

Construction Costs:

WGFSA has provided a proposal to the City to design, construct, and operate three girls fastpitch softball fields (two full size softball fields, one youth size softball field and a parking lot) at the Woodland Sports Park. Based on the City's estimates, the total project cost would be approximately $5,110,242 with approximately $2,598,641 being funded by WGFSA and approximately $2,511,601 being funded by the City. The funding to be provided by the WGFSA is anticipated to come from a combination of fundraising, in-kind donations, and naming rights.

The project is proposed to be constructed in two phases. The initial phase would include the construction of three fields with dug-outs, a gravel parking lot, and improvements to the access road off of East Street. The second phase would add the bleachers, lighting, restroom/concession facility, and landscaping. For Phase 1,

WGFSA is proposing to contribute approximately $640,000, with the City providing approximately $1.77 million. (It should be noted that the WGFSA does not believe the project will cost as much as has been estimated by the City's consultant.)

PHASE 1 IMPROVEMENTS	**Item Total**	**WGFSA Costs**	**CITY Costs**
Two Full Size Softball Fields	$1,476,134	$321,849	$1,154,285
One Youth Size Softball Field	$329,779	$191,487	$138,292
Parking Lot	$548,855	$75,431	$473,424
Access Road	$50,000	$50,000	$0
	$2,404,767	**$638,766**	**$1,766,001**

Phase 2 of the project would provide for field enhancements (bleachers and lighting), restroom/concession facility, and landscaping at an additional cost of $2.7 million. The WGFSA is proposing to contribute $1.96 million toward Phase 2 improvements, with the City contributing an additional $745,600, as follows:

PHASE 2 IMPROVEMENTS	**Item Total**	**WGFSA Costs**	**CITY Costs**
Field Improvements - (2) Full-sized fields	$1,642,557	$1,522,557	$120,000
Field Improvements - Youth-Size Softball Field	$144,954	$144,954	$0
Parking Lot (Paving)	$189,876	$189,876	$0
Concession/Restroom	$728,088	$102,488	$625,600
	$2,705,475	**$1,959,875**	**$745,600**

Note: All project cost estimates include design, construction, contingency, project management and construction inspection.

Project Schedule:

WGFSA proposes the following schedule for this project:

- Council Approval: September 2018 (conceptual) / December 2018 (formal)
- Bid Documents, Bidding and Execution of Construction Contracts: January/February 2019
- Fundraising (Phase 1): January – March 2019
- Construction (Phase 1): March – July 2019
- Start to Use Fields: August 2019
- Fundraising (Phase 2): August 2019 – December 2024

Commission Input

On September 24, 2018, the Parks & Recreation Commission provided input on the proposed cost allocation

plan. The Commission indicated that while they support the proposed project in concept, they are concerned with how the project will be funded. Specifically, it is unclear as to whether the WGFSA can raise the funds identified in this proposal and whether the City can make the funding commitment requested by the WGFSA. In addition, the Commission expressed concerns regarding the feasibility of the project schedule proposed by the user group.

Conclusion

Staff is seeking City Council feedback on the proposal prepared by the WGFSA for construction of three fastpitch softball fields at the Sports Park. Staff shares the concerns expressed by the Parks and Recreation Commission related to both the preliminary financing plan as well as the project schedule. Based on City Council feedback, staff anticipates returning to the Council in December with a final project scope and fundraising agreement to support construction of fastpitch softball fields to meet the needs of the WGFSA.

Attachments:

1. Fastpitch Layout

Paul Navazio
City Manager

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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 2, 2018
ITEM #: J.14.
SUBJECT: Resolution in Support of WJUSD Bond (Measure O) appearing on the November 6, 2018 Ballot.

Recommendation for Action:
Staff recommends that the City Council:
(1) receive a report related to Measure O (WJUSD School Bond) and;
(2) consider adoption of Resolution No. _____, in support of Measure O.

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

Fiscal Impact:
There is no direct fiscal impact associated with the staff recommendation. Measure O, appearing on the November 6, 2018 ballot would authorize the Woodland Joint Unified School District (WJUSD) to issue up to $20.2 million in bonds for selected capital projects. If approved, the bonds will be paid off over a five-year period via an ad valorem assessment on all properties within the District at an estimated annual rate of $52.80 per $100,000 of assessed value. City of Woodland property is exempt from the tax levy.

Background:
The WJUSD is seeking voter-approval for a $20.2 million bond appearing on the November 6, 2018 ballot as Measure O. A 55% favorable vote among all voters within the boundaries of the District is required on order for the school bond measure to pass.

Discussion:
The WJUSD has placed Measure O on the November 6, 2018 ballot to seek authorization to issue a $20.2 million bond in support of two specific priority capital projects. The projects include 1) a new heating, ventilation and air conditioning (HVAC) system for Woodland High School, and 2) a new second gymnasium at Pioneer High School. The proposed bond issue is structured to be repaid over a 5-year period through a property tax levy estimated to be $52.80 per $100,000 of assessed value.

The District has identified a list of capital facilities to support its educational mission and serve the needs of its students, faculty and staff. In 2014, the WJUSD was unsuccessful in meeting the 55% voter-requirement for two companion bond measures (Measures S and T) which, combined, sought to raise $90 million for priority capital improvements to school facilities throughout the District. The District Board of Education has placed Measure O on the November 2018 ballot in order to meet the funding requirements for two specific priority projects, totaling $20.2 million, and has structured the bonds to be repaid over a 5-year period in order to minimize the amount of interest that will be owed over the term of the bonds. As structured, the bonds are expected to be fully paid-off by fiscal year 2023-24.

Measure O also includes provisions to meet the requirements established per the Strict Accountability in Local

School Construction Bond Act of 2000 (Section 15264, et. seq. of the California Education Code), to include establishment of an independent Citizens' Oversight Committee, annual independent performance audits and annual independent financial audits, designed to ensure that all bond proceeds are expended exclusively for purposes intended. The bond measure also provides that the District intends to leverage Measure O to secure state matching funds in the event, and to the extent, these are available.

The following provides a brief summary of the projects to be funded by Measure O:

Woodland High School HVAC - (est. $15.57 million)
Replaces original HVAC system installed in 1971 when the WHS was constructed
Existing system has long outlasted its "useful life"
New HVAC system will provide for energy-efficient upgrade for maintaining climate control and ventilation throughout the WHS building

2nd Gymnasium at Pioneer High School - (est. $4.12 million)
The second gymnasium for Pioneer High School was originally planned to be included when Pioneer High School was constructed in 2002; funding shortfalls led to the gymnasium project being deferred.
The gymnasium will allow Pioneer High School to meet the facility requirements for its Physical Education program as well as augment practice facilities for its student-athletes.

Commission/Committee Recommendation:
WJUSD representatives have provided periodic updates on its process for placing Measure O on the November ballot as part of the monthly City/WJUSD/WCC 3x2x2 meetings.

Conclusion:
Staff recommends that the City Council:
(1) receive a report related to Measure O (WJUSD School Bond) and;
(2) consider adoption of a Resolution No. _____, in support of Measure O.

Prepared By: Paul Navazio, City Manager

Attachments:
1. Measure O Resolution

Paul Navazio
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND IN SUPPORT OF MEASURE O, A $20.2 MILLION SCHOOL BOND PLACED ON THE NOVEMBER 6, 2018 BALLOT BY THE BOARD OF TRUSTEES OF THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT

WHEREAS, the Woodland Joint Unified School District is the largest and most diverse school district in Yolo County, and has a proud history of meeting the needs of the community of Woodland; and

WHEREAS, The Governing Board of the Woodland Joint Unified School District believes students should have access to classrooms and school facilities that meet today's standards; and

WHEREAS, The Governing Board of the Woodland Joint Unified School District believes that a quality education attracts businesses and families to the community, and is a factor in maintaining strong housing values and supporting economic vitality; and

WHEREAS, the Governing Board of the Woodland Joint Unified School District has identified replacement of the Heating, Ventilation, and Air Conditioning (HVAC) system at Woodland High School and construction of a 2nd gymnasium at Pioneer High School as the two highest priority facility needs of the District; and

WHEREAS, Measure O is a $20.2 million general obligation bond measure placed on the November 6, 2018 ballot on behalf of the Woodland Joint Unified School District to address the two highest facility needs of the District; and

WHEREAS, Measure O provides that funds may only be used for the purpose of delivering the projects identified in the ballot and may not be used or redirected for any other purpose; and

WHEREAS, Measure O includes strong accountability features including the formation of a Bond Oversight Committee designed to ensure that bond funds are expended appropriately;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland supports the WJUSD school bond appearing as Measure O on the November 6, 2018 ballot.

PASSED AND ADOPTED by the City Council this 2nd day of October, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Enrique Fernandez, 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: October 2, 2018
ITEM #: J.15.
SUBJECT: First Reading of an Ordinance Relating to the Composition of the Parks and Recreation Commission and the terms of members relating to Parks and Recreation Commission, Traffic Safety Commission, Commission on Aging and Personnel Board

Recommendation for Action:
Staff recommends that the City Council introduce first reading of an Ordinance amending certain sections related to composition and terms of members of various Boards and Commissions.

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

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

Preliminary recommendations included:

Recruitment and Appointment Process

Establishing a formal Annual Board and Commission Recruitment Process by shifting all Boards and Commission terms to align with Fiscal Years and retaining (modified) staggered terms. This pertains to: Commission on Aging, Parks and Recreation, Personnel Board and Traffic Safety Commission.

March..... Board and Commission "Open House"
April 1st – May 15th.... Application Period
1st meeting in June.... Appointment by Council

After close of the Board and Commission “Application Period”, staff will continue the practice of screening applicants by two designated Council members. The Council members will present a slate of candidates to full Council for ratification, annually at first meeting in June. The exception to this process will be the Planning Commission.

Commission Structure / Modifications

All Commissions (except Planning) will consist of five (5) regular commission members; Planning Commission will retain seven members.

Parks and Recreation will consist of five (5) commission members; MHFPC will continue to be structured consistent with voter-approved initiative which is five (5) (*MHFPC cannot be amended by regular Ordinance due to creation by voter approval) Regular appointments (one appointed by each Council member) and two (2)

Alternates appointed by the Mayor.

Planning Commission will continue to have seven (7) members; however, proposed shifting to five (5) Regular appointments (one appointed by each Council Member) and two (2) Alternates appointed by the Mayor.

Modify the terms of office for selected existing commissioners, as needed, to reflect transition from Calendar Year cycle to Fiscal Year cycle and modify terms to re-establish "staggered" terms within each commission.

Re-establish and Maintain Regular Meeting Schedule as follows:
Twice per month - Planning Commission
Once per month - Parks & Rec, Commission on Aging, Historical Preservation and Library
As-Needed - Establish minimum of two (2) meetings per year - Board of Building Appeals, MHFPC and Personnel Board

Other Considerations

Attendance requirements:
• Maintain current attendance requirement to maintain eligibility to serve on boards and commissions; however, need to work with Commission Chairs on consistent application of "excused" vs. "unexcused" absences

Term Limits:
• Selected commissions have advocated for establishing term limits for commissioners
• Staff is recommending cap of 12 years, allowing for four (4) successive 3-year terms or three (3) successive 4-year terms.

City Website:
• Updated to provide consistent template for public to review such as: Role of commission; membership/terms; meeting schedule; agendas and minutes; and link to board and commission application and process

Ordinance Analysis:
The proposed ordinance would implement some of the Council's recommendations. The proposed ordinance amends sections 2-7-25, 2-7-27, 2-7-42, 2-7-84, and 16A-1-3 of the Woodland Municipal Code to transition the Parks and Recreation Commission to a five-member commission, and to implement a fiscal year (July 1 – June 30) term for members of the Parks and Recreation Commission, Traffic Safety Commission, Commission on Aging, and Personnel Board.

As a result of the transition from calendar year terms (January 1 – December 31) to fiscal year terms (July 1 – June 30), the term expiration date for current members serving on the affected commissions needs to be clarified and extended. Accordingly, Section 4 of the Ordinance additionally states that all members of the Parks and Recreation Commission, Traffic Safety Commission, Personnel Board, and Commission on Aging serving as of the effective date of the Ordinance shall have their terms extended for an additional six (6) months to June 30 of the following year in which their terms would otherwise expire.

Conclusion:
Staff recommends that the City Council introduce first reading of an Ordinance amending certain sections related to composition and terms of members of various Boards and Commissions.

Prepared by: Ana B. Gonzalez, City Clerk

Attachments:

1. Ordinance amending composition and terms of certain boards and commissions (BBK revised 9.27.18)-c2 (002)
2. Copy of Commission Appointment Schedule

Paul Navazio
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WOODLAND AMENDING SECTION 2-7-25 RELATING TO COMPOSITION OF PARKS AND RECREATION COMMISSION, AMENDING SECTION 2-7-27 RELATING TO TERMS OF MEMBERS OF PARKS AND RECREATION COMMISSION, AMENDING SECTION 2-7-42 RELATING TO TERMS OF MEMBERS OF TRAFFIC SAFETY COMMISSION, AMENDING SECTION 2-7-84 RELATING TO TERMS OF MEMBERS OF COMMISSION ON AGING, AND AMENDING SECTION 16A-1-3 RELATING TO PERSONNEL BOARD TERMS

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

Section 1. Purpose. The purpose of this Ordinance is to amend sections 2-7-25, 2-7-27, 2-7-42, 2-7-84, and 16A-1-3 of the City of Woodland Municipal Code to revise and streamline the total membership size and effective term dates of Boards and Commissions established by City Council.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution, Government Code section 37100, and Woodland Municipal Code section 2-7-53.

Section 3. Amendment. Sections 2-7-25, 2-7-27, 2-7-42, 2-7-84, and 16A-1-3 of the City of Woodland Municipal Code are hereby amended as follows (deletions indicated by ~~strikethrough~~, additions indicated by *underlined italics*):

Sec. 2-7-25. Composition.
The parks and recreation commission shall consist of five~~, six, or seven~~ members. When there are five members, three members present at a meeting shall constitute a quorum. ~~When there are six or seven members, four members present at a meeting shall constitute a quorum.~~

Sec. 2-7-27. Terms of members.
The term of office of each member of the parks and recreation commission shall be four years. All terms shall begin ~~January~~ *July 1st* and end on *June 30th*~~December 31st. In order to establish staggered terms of office, of the members first appointed, two members shall be appointed for one-year terms, two members shall be appointed for two-year terms, and three members shall be appointed for three-year terms.~~ If a vacancy shall occur other than by expiration, it shall be filled by appointment for the unexpired portion of the term~~, subject to the city council's discretion to leave the seat vacant in order to allow the size of the commission to be five or six members pursuant to Section 2-7-25~~. Upon expiration of ~~such designated~~ *each member's* terms, successors shall be appointed for full four-year terms as provided above. ~~If the city council determines to allow the commission to be five or six members in size, t~~ *T*he terms in office of the members shall, to the extent practical, be staggered according to a system that avoids having more than

half of the commissioners' terms expire concurrently. Each member, unless sooner terminated, shall serve until his or her successor is appointed and qualified.

Sec. 2-7-42. Terms of members.
Members of the traffic circulation and parking commission created by Ordinance No. 935, Section 2 shall serve as members of the traffic safety commission until their term expires. At expiration of each member's term, a successive member thereafter shall be appointed by the council for a term of four years and, unless sooner terminated, *each member* shall serve until his or her successor is appointed and qualified. *All terms shall begin July 1st and end on June 30th.* However, if a vacancy shall occur other than by expiration, the council shall fill it by appointment for the unexpired portion of the term.

Sec. 2-7-84. Terms.
At expiration of each of the terms of members of the commission on aging provided under Resolution No. 2550 dated May 6, 1974, each successive member thereafter shall be appointed by the council for a term of four years. *All terms shall begin July 1st and end on June 30th.* ~~and, it~~*Unless* sooner terminated, *each member* shall serve until his successor is appointed and qualified. However, if a vacancy shall occur other than by expiration, it shall be filled by appointment for the unexpired portion of the term.

Sec. 16A-1-3. Personnel board.
There is hereby created a personnel board to consist of five members to be appointed by the city council. A majority vote of the city council shall be required to appoint a member of the personnel board. Members of the personnel board shall be residents of the city. No person will be appointed to the board who holds a salaried office or employment with the city of Woodland.

The term of office of each member of the personnel board shall be three years and each term shall begin on ~~January~~ *July* 1st and end on *June 30th*~~December 31st~~. If a vacancy shall occur other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term. In order to establish staggered terms of office of the members first appointed, one member shall be appointed for a one-year term, two members shall be appointed for two-year terms, and two members shall be appointed for three-year terms. Upon expiration of such designated terms, successors shall be appointed for full three-year terms as provided above. Each member, unless sooner terminated, shall serve until his/her successor is appointed and qualified.

Section 4. Extension of Existing Terms. All members of the Parks and Recreation Commission, Traffic Safety Commission, Personnel Board, and Commission on Aging serving as of the effective date of this Ordinance shall have their terms extended for an additional six (6) months to June 30 of the following year in which their terms would otherwise expire.

Section 5. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5)

days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council this ____ day of October, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Enrique Fernandez, Mayor

ATTEST:

_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

	COMMISSION	MEMBER			TERMS ENDING Current	PROPOSED	Notes	APPOINTMENTS EFFECTIVE DATE 2017 Jan	2017 July	2018 Jan	2018 July	2019 Jan	2019 July	2020 Jan	2020 July	2021 Jan	2021 July
	Commission on Aging																
		Terry Kelley			12/31/2017	6/30/2018					x						
		Regan Overholt			12/31/2018	6/30/2019	*All Current Terms Extended by 6 months*						x				
		Linda Weener			12/31/2019	6/30/2020									x		
		Don Campbell			12/31/2019	6/30/2020									x		
		Heidi Wheeler			12/31/2020	6/30/2021											x
	Parks & Recreation Commission																
		Eric Foraker			12/31/2017	6/30/2018					x						
		Carla White-Snyder			12/31/2017	6/30/2018	*All Current Terms Extended by 6 months*				x						
		VACANCY (Singh)			12/31/2018	6/30/2019							x				
		Rashid Ali			12/31/2019	6/30/2020									x		
		Jon-Paul Valcarenghi			12/31/2020	6/30/2021											x
	Personnel Board (a)																
		Lorna Carriveau			12/31/2018	6/30/2018					x						
		David Loth			12/31/2018	6/30/2019							x				
		Letha Sines			12/31/2018	6/30/2019							x				
		Cathy O'Connell			12/31/2019	6/30/2020									x		
		Robert Nelson			12/31/2017	6/30/2021					v						x
	Traffic Safety Commission																
		Ronald Mikalson			12/31/2018	6/30/2019	*All Current Terms Extended by 6 months. New 4 yr term*						x				
		Lisa Gordon			12/31/2018	6/30/2019							x				
		Michael Lemaire			12/31/2019	6/30/2020									x		
		James Vorhees			12/31/2020	6/30/2021											x
		VACANCY (Geer)			12/31/2019	6/30/2022					v						
*	**Manufactured Home Fair Practices Commission** (a)																
		Tom Bills	Marble	1	12/31/2017	6/30/2018					x						
		Dick Cronin	Stallard	2	12/31/2017	6/30/2018					x						
		Kathy Trott	Barajas	3	12/31/2017	6/30/2018					x						
		Bill Marcus	~~Denny~~	4	12/31/2017	6/30/2018					x						
		Alan Gering	~~Hilliard~~	5	12/31/2019	6/30/2020									x		
		VACANCY	*Aternate*	A	*12/31/2019*	*6/30/2020*									x		
		Ben Cadranel	*Alternate*	A	*12/31/2017*	*6/30/2018*					x						
	Board of Building Appeals																
		Jim Heffernan			6/30/2021	6/30/2021											x
		VACANCY (Enamoto)			6/30/2019	6/30/2019							x				
		VACANCY (Puccetti)			6/30/2018	6/30/2018					x						
		VACANCY (Khera)			6/30/2017	6/30/2021											x
		Chuck Amajioyi			6/30/2019	6/30/2019							x				
*	**Historical Preservation Commission**																
		VACANCY (Chavez)			6/30/2018	6/30/2018					x						
		Steve Barzo			6/30/2019	6/30/2019							x				
		Cheryl Brookshear			6/30/2019	6/30/2019							x				
		Christine Casey			6/30/2019	6/30/2019							x				
		Mark Aulman			6/30/2021	6/30/2021											x
*	**Library Board** (a)																
		Kathy Harryman			6/30/2020	6/30/2020									x		
		Ellen Burriss			6/30/2020	6/30/2020									x		
		Gloria Rodriguez			6/30/2019	6/30/2019							x				
		Diane Adams			6/30/2020	6/30/2020									x		
		Karen Shepard			6/30/2019	6/30/2019							x				
*	**Planning Commission**																
		Marco Lizarraga			6/30/2020	6/30/2020									x		
		Fred Lopez			6/30/2021	6/30/2021											x
		Kirby Wells			6/30/2020	6/30/2020									x		
		Steve Harris			6/30/2019	6/30/2019							x				
		Elodia Ortega-Lampkin			6/30/2019	6/30/2019							x				
		John Murphy			6/30/2018	6/30/2018					x						
		Christopher Holt			6/30/2021	6/30/2021											x
								0	0	0	14	0	15	0	12	0	9

a Denotes Commisions with 3-year terms

** Commissioners subject to FORM 700 Reporting*