



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

May 10, 2022
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency Designated Representatives: N/A
Employee Organization(s): Woodland Police Officer's Association (WPOA),
Woodland Police Supervisors Association (WPSA), Mid-Management and
Professionals Association (MMPA)

SPECIAL CITY COUNCIL MEETING

6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. 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. In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM in the following manner: 1) Call (530) 661-5900 and leave a voicemail message no more than three (3) minutes when played. Voicemail messages received will be played during the City Council meeting and read into the record at the appropriate time; or 2) Submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

2. SUBJECT: Long Range Calendar

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

H. CONSENT CALENDAR

3. SUBJECT: Sacramento-Yolo Mosquito & Vector Control District Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a written update from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District regarding current mosquito control issues and what can be expected in the upcoming months relating to mosquitoes and West Nile virus.

4. SUBJECT: Public Works Week, May 15-21, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim May 15-21, 2022 as Public Works Week.

5. SUBJECT: City Council Meeting Minutes of April 5, 2022 and April 19, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of April 5, 2022 and April 19, 2022.

6. SUBJECT: Parks & Recreation Commission Meeting Minutes of March 28, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive March 28, 2022, Parks & Recreation Commission Meeting Minutes.

7. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended March 31, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2022.

8. SUBJECT: Revised Public Facilities Fee Program Administrative Guidelines

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the revised Public Facilities Fee Program Administrative Guidelines dated May 2022.

9. SUBJECT: SB 1383 Local Assistance Grant Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$86,966 of grant funds to the State Grants Fund (325) to assist with the implementation of SB 1383 which requires reduction of organic waste disposal.

10. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15 - Urban Flood Risk Reduction Program Amendment #4 with the State of California Department of Water Resources

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Amendment #4 to the funding agreement with the State of California

Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR) for the Lower Cache Creek Feasibility Study, CIP #09-15.

11. SUBJECT: Two New Storm Capital Infrastructure Projects - East Main Pump Station Emergency Generator Rehabilitation Project, CIP 22-02 & North Canal Pump Station Pipe Rehabilitation Project, CIP 22-08; and Appropriate Project Funding

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to:

- 1.) Create a new capital project, the East Main Pump Station Emergency Generator Rehabilitation Project, CIP 22-02; and appropriate \$50,000 from Fund 221, Storm Drainage; and
- 2.) Create a new capital project, the North Canal Pump Station Pipe Rehabilitation Project, CIP 22-08; and appropriate \$180,000 from Fund 221, Storm Drainage

12. SUBJECT: Approval of Final Maps 5162 & 5206 (Pioneer Village phases 1 & 2) and Related Subdivision Improvement Agreements.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council to 1) approve Final Subdivision Map 5162, Pioneer Village Phase 1, and Final Subdivision Map 5206, Pioneer Village Phase 2; and 2) approve the related Subdivision Improvement Agreements and authorize the City Manager to sign on behalf of the City; and 3) authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

13. SUBJECT: Third Amendment to Landscape Maintenance Contracts with Dominguez Landscape Services, Inc. and Figueroa Landscape Company

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ and Resolution No. _____, authorizing the City Manager to execute the third contract amendments to two City Landscape Maintenance contracts. The third amendment to the contract with Dominguez Landscape Services, Inc. is for the amount of \$714,828.88 per year, through June 30, 2024, for services in Zones 1 & 2. The third amendment to the contract with Figueroa Landscape Company is for the amount of \$380,291.44 per year, through June 30, 2024, for services in Zone 3.

14. SUBJECT: Final Acceptance and Notice of Completion for 2021 ADA Improvement Project, CIP 20-09 & 21-06

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the 2021 ADA Improvement Project, CIP 20-09 & 21-06, as complete and authorizing the City Clerk to file a Notice of Completion.

15. SUBJECT: 2022 Spring Lake Parks Project, CIP 20-03; Approve Plans and Specifications and Bid Authorization

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, approving the project plans and

- specifications and authorizing bid advertisement for the 2022 Spring Lake Parks Project, CIP 20-03; and
- 2) Appropriate \$370,000.00 of additional SLIF Parks & Recreation funding (Fund 640) to the project; and
 - 3) Authorize the City Manager to execute a contract with PlayPower, Inc. for the purchase of playground equipment for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$87,621.64; and
 - 4) Authorize the City Manager to execute a contract with Park Planet for the purchase of the picnic shelter for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$36,034.28.
 - 5) Authorize the City Manager to execute a contract with Public Restroom Company for the purchase of restroom for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$193,868.

I. REPORTS OF THE CITY MANAGER

16. SUBJECT: Appeal of Hearing Officer's Decision to Uphold a Notice to Abate Nuisance regarding 210 Lincoln Avenue, Woodland, APN 006-581-001-000 ("Subject Property")

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, affirming the Hearing Officer's decision and upholding the March 2, 2022 Notice to Abate Nuisance in its entirety.

17. SUBJECT: Implementation of Stage 2 of the City's Water Shortage Contingency Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, declaring that Stage 2 of the City's Water Shortage Contingency Plan is in effect and receive update on planned water supply for 2022.

18. SUBJECY: Approval of Measure F Spending Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the updated Measure F Spending Plan.

19. SUBJECT: Approve Measure J Spending Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the updated Measure J Spending Plan.

20. SUBJECT: Approval of Measure R Spending Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Measure R Spending Plan.

21. SUBJECT: Introduce and Waive First Reading of Ordinance to Abolish the Board of Building Appeals

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an Ordinance to Repeal Section

2.28.010 of the Woodland Municipal Code to Abolish the Board of Building Appeals.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Special City Council Meeting of the City of Woodland scheduled for Tuesday, May 10, 2022 was posted on Friday, May 6, 2022 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: Special City Council Meeting
DATE: May 10, 2022
ITEM #: G.2
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

MAY 17TH

REGULAR MEETING

Consent Calendar

SAC March meeting minutes
Fire Department Quarterly Report
Police Department Quarterly Report
Woodland Storage Operating Agreement Modification
2nd Reading - Military Equipment Use Policy

Public Hearing

1st Reading - Amendment to Chapter 17.110 of City's Zoning Ordinance related to Commercial Cannabis Retail Use in the City of Woodland and Amendment to Chapter 5.28 of Municipal Code related to Cannabis Business Permits

Regular Calendar

Outdoor Dining Parklet Program
City of Woodland - Diversity, Equity, and Inclusion Assessment
Sewer Bond Refunding

JUNE 7TH

REGULAR MEETING

City Council Meeting Minutes for May 7, 2022 and May 17, 2022
WM Delinquent Garbage/Refuse Accounts – Call for Public Hearing on July 19, 2022
Approve plans & specifications and authorize bidding 5th & Clover sewer rehab project, CIP #22-18
Girls Fastpitch Field Naming Agreement
Amend Development Impact Fee Deferral Ordinance – 1st Reading
Intent to Levy Lighting and Landscaping Assessment Districts
Council Compensation
Fiscal Year 22/23 Budget Introduction

JUNE 21ST

REGULAR MEETING

Amend Development Impact Fee Deferral Ordinance - 2nd Reading
Fiscal Year 22/23 Budget Adoption

Public Hearing

Levy Spring Lake Lighting and Landscaping District Assessment
Levy Gateway Lighting and Landscaping District Assessment
Levy Gibson Ranch Lighting and Landscaping District Assessment
Levy North Park Lighting and Landscaping District Assessment
Levy Streng Pond Lighting and Landscaping District Assessment
Levy Westwood Lighting and Landscaping District Assessment

JULY 5TH

REGULAR MEETING

City Council Meeting Minutes for June 7, 2022 and June 21, 2022
Woodland Research Technology Park – EIR Specific Plan Adoption

Public Hearing – WM Delinquent Garbage/Refuse Accounts

Future Topics / Study Sessions:

Comprehensive Zoning Update (Summer/Fall 2022) Youth Master Plan (Summer 2022) Waste Management Residential Smart Truck (TBD) Rule 20A Undergrounding District (TBD)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.3
SUBJECT: Sacramento-Yolo Mosquito & Vector Control District Update

Recommendation for Action: Staff recommends that the City Council receive a written update from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District regarding current mosquito control issues and what can be expected in the upcoming months relating to mosquitoes and West Nile virus.

Staff Contact:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Report to Woodland City Council 2022

Sacramento Yolo-Mosquito & Vector Control District

2022 Current Issues and Challenges Related to Mosquito Control

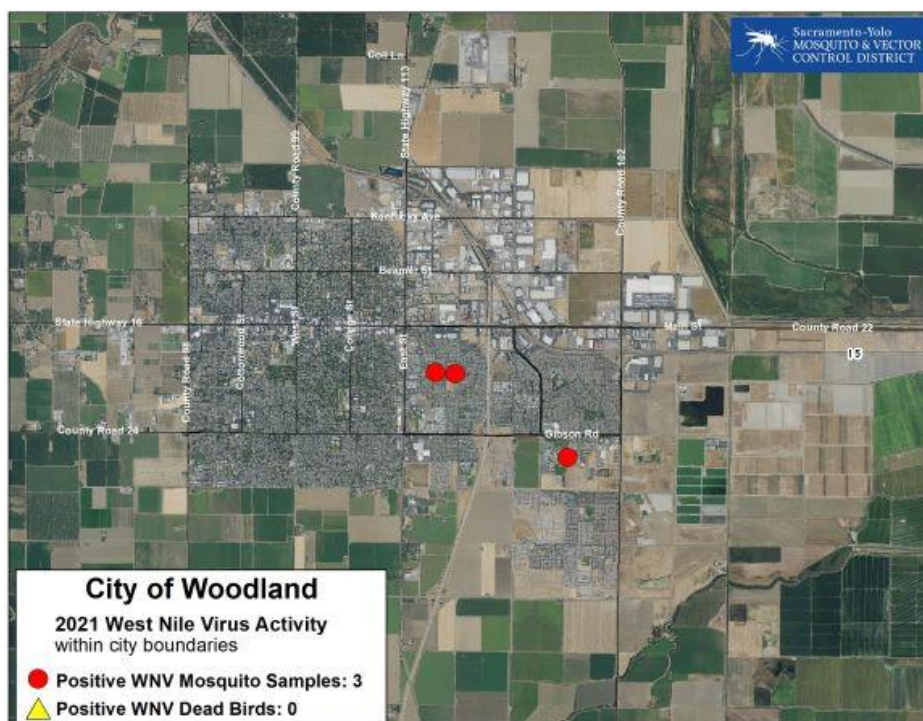
OVERVIEW

At the request of the City Manager in lieu of an annual presentation to the city council, the Sacramento-Yolo Mosquito & Vector Control District (District) is submitting this written update to inform council members and city staff of current mosquito control issues and what can be expected in the upcoming months relating to mosquitoes and West Nile virus (WNV). This year, due to the lack of significant rain and the dry weather conditions, we are anticipating an intense WNV season as has occurred historically when there is a drought.

The mission of the District is to provide safe, effective and economical mosquito control to protect the health and welfare of the District's residents. To achieve this, the District utilizes an Integrated Pest Management approach that includes public information, surveillance and testing of mosquito populations, use of mosquitofish as a form of biological control, working with landowners to prevent mosquitoes from developing on their properties and chemical control to significantly reduce mosquito populations that pose a threat of disease.

WEST NILE VIRUS ACTIVITY

Mosquitoes can transmit a variety of debilitating diseases. Of ongoing concern is West Nile virus which is prevalent and well established in California, including Yolo County, since 2003. 2021 was a light West Nile Virus year in the City of Woodland with only 3 mosquito samples testing positive for West Nile virus. Typical District mosquito control operations include treating mosquitoes when they are breeding in water as well as controlling adult mosquito populations. As part of our normal mosquito control efforts we will continue with treatments in parks, greenbelts and pastures along with routine agricultural aerial spraying to control mosquitoes originating from rice fields surrounding Woodland.



NEW CHALLENGES

Since 2011 the *Aedes aegypti* mosquito, commonly known as the Yellow Fever mosquito, has been spreading rapidly throughout California. This mosquito is a public health threat because it can transmit multiple viruses including Zika, dengue and chikungunya.

In September 2020, the invasive mosquito *Aedes aegypti*, was found for the first time in Yolo County in the City of Winters. Upon the initial detection, the District conducted extensive public outreach, door to door inspections throughout the city, as well as comprehensive surveillance and control tactics to determine the extent of the infestation. Surveillance and control efforts have been ongoing throughout all cities in Yolo County and to date invasive mosquitoes have not been detected in Woodland. The District continues to closely monitor the situation in Winters and efforts are being stepped as we go further into the months when invasive mosquitoes are most active.

WHAT CAN RESIDENTS DO TO HELP FIGHT THE BITE?

- At least once a week check your property and drain standing water from plant saucers, buckets, kiddie pools, dog dishes, old tires, wheelbarrows and trash cans. Anything that can hold even a small amount of water can become a mosquito breeding source
- Remember to apply a good insect repellent when spending time outdoors, especially at dawn and dusk when mosquitoes are most active
- Repair leaky faucets and broken sprinklers
- Clean rain gutters that may be clogged with leaves

FREE DISTRICT SERVICES AVAILABLE FOR ALL RESIDENTS

- If you are having problems with mosquitoes, request a free home service inspection
- Mosquitofish are available for your pond, fountain or watering trough
- Mosquito repellent wipes for senior centers, neighborhood associations, service groups, sports leagues and homeowners

To request any of our services or to report a mosquito breeding problem visit www.FIGHTtheBITE.net or call us at 1-800-429-1022



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.4
SUBJECT: Public Works Week, May 15-21, 2022

Recommendation for Action: Staff recommends that the City Council proclaim May 15-21, 2022 as Public Works Week.

Staff Contact: Katie Jones, Management Analyst, (530) 661-5902, Katie.Jones@cityofwoodland.org

Background: Woodland's Public Works Department plays a key role in planning, building and maintaining infrastructure and facilities that allow current and future generations to enjoy a higher quality of life. Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across the country, more than 29,000 member agencies use this week to educate the public on the critical contributions of public works to their daily lives.

The 2022 theme, "Ready & Resilient," recognizes the Public Works professionals that are always ready to serve their communities, and resilient in their abilities to pick themselves up off the ground after encountering challenges.

Discussion: The mission of Woodland's Public Works Department is *"To provide and maintain public works infrastructure, related facilities and services in a cost-effective manner to meet the current and projected needs of the City."*

Public Works Week presents an opportunity to convey to both the community and to our own staff a greater understanding of how our services benefit the City of Woodland. Woodland Public Works employees enhance public health and safety, and create a resilient community by providing a wide variety of services, including:

1. Potable water production and distribution;
2. Storm water and drainage management;
3. Wastewater collection and treatment;
4. State-certified water quality testing and industrial pretreatment programs;
5. Operation and maintenance of streets and roads;
6. Street lighting, traffic signals, street signs, and road markings;
7. Operation and maintenance of Woodland's fleet and facilities.

In recent years, the City's growth, reductions in resources, aging infrastructure, and an increasingly restrictive regulatory environment have challenged our ability to provide these services in the most efficient and cost-effective manner possible. However, one of the great satisfactions of working in the public works profession is that, regardless of the resource environment, Public Works staff has consistently provided quality services that directly impact the quality of life in our community and create a sustainable future for Woodland.

Conclusion: Staff recommends that the City Council proclaim May 15-21, 2022 as "Public Works Week."

Prepared By: Katie Jones, Management Analyst

Reviewed By: Craig Locke, Public Works Director

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Ken Hiatt
City Manager

Attachments:

1. CITY OF WOODLAND PROCLAMATION - PW Week 22

**CITY OF WOODLAND
PROCLAMATION
PUBLIC WORKS WEEK 2022**

WHEREAS, Public Works services are an integral part of our community and the everyday lives of our citizens; and

WHEREAS, public infrastructure and facilities such as water systems, sewers, streets, traffic signals, street lights, and the wastewater treatment facility are operated and maintained by the Public Works Department, providing services enjoyed and demanded by our community on a 24/7 basis; and

WHEREAS, programs such as fleet & facilities maintenance, water distribution, sewage collection and treatment are administered by Public Works' professionals; and

WHEREAS, the services provided by our Public Works Department contribute to the health, safety, and comfort of our community members, and to the beauty and cleanliness of our City; and

WHEREAS, the quality and sustainability of our infrastructure, facilities, programs, and services are vitally dependent upon the expertise and dedicated efforts of Public Works employees; and

WHEREAS, the efficiency of these Public Works employees is influenced by the community's attitude, support, and understanding of the work they perform;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby proclaim the week of May 15-21, 2022 as **PUBLIC WORKS WEEK** in Woodland, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing public works services and to recognize the contributions that Woodland's Public Works employees make every day to our health, safety, and comfort, and how Public Works makes all of these connections possible.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Woodland to be affixed.

DATED: May 10, 2022

Mayra Vega, Mayor

Victoria Fernandez, Mayor Pro Tempore

Rich Lansburgh, Council Member Tom

Tom Stallard, Council Member

Tania Garcia-Cadena, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.5
SUBJECT: City Council Meeting Minutes of April 5, 2022 and April 19, 2022

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of April 5, 2022 and April 19, 2022.

Staff Contact:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. 04.05.2022 CC DRAFT Mins
2. 04.19.2022 CC DRAFT Mins

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, April 5, 2022

6:00 PM

City Council

CITY COUNCIL

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

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

Council Members Present: Fernandez, Garcia-Cadena, Lansburgh and Mayor Vega
Council Members Absent: Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Vega.

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. 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. In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM in the following manner: 1) Call (530) 661-5900 and leave a voicemail message no more than three (3) minutes when played. Voicemail messages received will be played during the City Council meeting and read into the record at the appropriate time; or 2) Submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud.

Email received by Communicate Ccib regarding speed limit removal is noted for the record.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Pioneer Girls Varsity Soccer Team

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation honoring the Pioneer High School Girls Varsity Soccer team for their recent section championship.

Mayor Vega presented the proclamation to Head Coach Marco Mendoza, Assistant Coach Eduardo Bautista-Hernandez, and members of the Pioneer High School Girls Varsity Soccer Team honoring the Pioneer High School Girls Varsity Soccer team for their recent section championship.

3. SUBJECT: Woodland Joint Unified School District - Mission, Vision, and District Goals

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from Woodland Joint Unified School District Board President Jake Whitaker and Superintendent Elodia Ortega-Lampkin on the District's recently updated mission, vision, and district goals.

Received a presentation from Woodland Joint Unified School District Board President Jake Whitaker and Superintendent Elodia Ortega-Lampkin on the District's recently updated mission, vision, and district goals.

H. PUBLIC HEARINGS - 7:00 PM

18. SUBJECT: Final District Map for Adoption

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:
1) Hold a public hearing and receive public input on Final District Map; and
2) Adopt Ordinance No. 1683, an Ordinance of the City Council of the City of Woodland Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council District Boundaries, as Reflected in the Attached Map.

Held a public hearing and received public input on the Final District Map. On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Fernandez and carried on a 4-0 roll call vote, Council Members adopted Ordinance No. 1683, an Ordinance of the City Council of the City of Woodland Regarding By-District Elections, Adjusting the Boundaries of City Council Election Districts and Confirming Such Revised Council District Boundaries, as Reflected in the Attached Map.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh and Mayor Vega

NOES: None

ABSTAIN: None

ABSENT: Member Stallard

4. SUBJECT: Freshman Leadership Academy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Freshman Leadership Academy from Antonio Morales, ASSETs Site Coordinator at Woodland High School.

Received a presentation from Antonio Morales, ASSETs Site Coordinator at Woodland High School on the Freshman Leadership Academy.

G. CONSENT CALENDAR

10. SUBJECT: Agreement with Woodland Haven Child Care Center

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into an agreement to provide funding through a forgivable loan for Woodland Haven Child Care Center, and appropriating \$775,000 in General Fund reserve balances.

Mayor Pro Tem Fernandez voted No on this item.

On a motion by Council Member Lansburgh, seconded by Mayor Vega and carried on a 3-1 roll call vote, Council Members adopted RESOLUTION NO. 7867, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PROVIDE CITY FUNDING THROUGH A FORGIVABLE LOAN FOR WOODLAND HAVEN CHILD CARE CENTER AND TO APPROPRIATE \$775,000 IN FUNDING.

AYES: Members Garcia-Cadena, Lansburgh and Mayor Vega

NOES: Member Fernandez

ABSTAIN: None

ABSENT: Member Stallard

6. SUBJECT: City Council Meeting Minutes of March 1, 2022 and March 15, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of March 1, 2022 and March 15, 2022.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of March 1, 2022 and March 15, 2022.

7. SUBJECT: Sustainability Advisory Committee Meeting Minutes for February 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the February 16, 2022 meetings of the Sustainability Advisory Committee.

Received Sustainability Advisory Committee Meeting Minutes of February 16, 2022.

8. SUBJECT: Parks & Recreation Commission Meeting Minutes of January 24, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive January 24, 2022, Parks & Recreation Commission Meeting Minutes.

Received Parks & Recreation Meeting Minutes of January 24, 2022.

9. SUBJECT: Public Works Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation and accept the Public Works Quarterly Status Report for the period of December 2021 through February 2022.

Accepted the Public Works Quarterly Status Report for the period of December 2021 through February 2022.

11. SUBJECT: Award Construction Contract and Construction Inspection Consultant Agreement for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06

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

1. Appropriate \$3,485,000 in the Storm Drain Fund (221) to the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06; and
2. Approve the Agreement Between the County of Yolo and the City of

Woodland Regarding Storm Drainage Services Provided Pursuant to Agreement No. 71-518 for the Yolo Bypass West Levee Culvert Replacement Project; and

3. Award a construction contract in the amount of \$2,697,320 to T&S Construction, Inc. for the Yolo Bypass West Levee Culvert Replacement Project, CIP 20-06, and authorize a contract contingency of up to 15% (\$404,598), and
4. Approve a consultant agreement for construction inspection services with WSP USA, Inc. for an amount up to \$165,000, authorize a contingency of up to 10% (\$16,500), and authorize the City Manager to execute the agreement; and
5. Approve a consultant agreement for environmental services with Environmental Science Associates for an amount up to \$77,877, authorize a contingency of up to 10% (\$7,787), and authorize the City Manager to execute the agreement; and
6. Authorize the City Manager to execute the Memorandum of Understanding with Yoche Dehe Wintun Nation for tribal monitors for the Project.

Adopted RESOLUTION NO. 7868, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH T&S CONSTRUCTION, INC., APPROVING AN AGREEMENT WITH YOLO COUNTY FOR PROJECT COST SHARING, APPROVING A CONSULTANT AGREEMENT WITH WSP USA, INC. FOR CONSTRUCTION INSPECTION, APPROVING A CONSULTANT AGREEMENT WITH ESA FOR ENVIRONMENTAL SERVICES, AND APPROVING A MEMORANDUM OF UNDERSTANDING FOR CULTURAL MONITORING WITH THE YOCHE DEHE WINTUN NATION FOR CIP 20-06, THE YOLO BYPASS WEST LEVEE CULVERT REPLACEMENT PROJECT.

12. SUBJECT: Final Acceptance and Notice of Completion of Public Improvements for Subdivision Final Map 5106, Spring Lake Central 3 and Spring Lake Backbone Infrastructure Project Entitled Parkland Avenue Extension

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Accepting the Public Improvements for Subdivision Final Map 5106 Spring Lake Central 3.

Adopted RESOLUTION NO. 7869, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE PUBLIC IMPROVEMENTS FOR SUBDIVISION FINAL MAP 5106 SPRING LAKE CENTRAL 3 AND PARKLAND AVENUE EXTENSION PROJECT BY RICHMOND AMERICAN HOMES OF MARYLAND, INC.

13. SUBJECT: Maintenance Agreement with the State Department of Transportation for the Sports Park Drive Pedestrian Overcrossing

RECOMMENDATION FOR ACTION: Staff recommends City Council adopt Resolution No. _____, authorizing the Mayor to Execute the Maintenance Agreement with the State Department of Transportation for the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22.

Adopted RESOLUTION NO. 7870, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE MAINTENANCE AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION FOR THE SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT, #17-22.

14. SUBJECT: Additional Appropriation for Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) approving an additional appropriation of \$330,000 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22 based on funds provided by Friends of the Mission which will increase the budget for CIP 19-22 from \$3,753,972 to \$4,083,972; and (2) approving total contract contingencies of up to \$1,047,136 for a total contract authorization amount of \$3,371,636 and (3) approving amendment #1 to the construction management and inspection agreement with Unico Engineering in the amount of \$50,000.

Adopted RESOLUTION NO. 7871, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS FOR THE PERMANENT SUPPORTIVE HOUSING PROJECT, PHASE 2 SITE INFRASTRUCTURE - CIP #19-22.

15. SUBJECT: Electrify Yolo Project Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing appropriation of funds to the Environmental Compliance Fund (365) to implement the Electrify Yolo Project.

Adopted RESOLUTION NO. 7872, A resolution of the City Council of the City of Woodland authorizing appropriation of funds to the environmental compliance fund to implement the Electrify Yolo Project.

16. SUBJECT: Installment Sale Agreement and Grant Water Recycling Construction Financing for the Spring Lake Recycled Water Project (CIP #17-07)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign the Clean Water/Water Recycling Funding Program, California State Water Resources Control Board (SWRCB) Installment Sale Agreement and Grant Spring Lake Recycled Water Project, Project No. C-06-8384-110, Agreement No. D2101047.

Adopted RESOLUTION NO. 7873, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE CONSTRUCTION INSTALLMENT SALE AGREEMENT AND GRANT FOR THE SPRING LAKE RECYCLED WATER PROJECT.

17. SUBJECT: Velocity Island Park - Fifth Amendment to Ground Lease

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the Fifth Amendment to the Ground Lease with Love Ride Inc. for the Velocity Island Park facility.

Adopted RESOLUTION NO. 7874, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIFTH AMENDMENT TO GROUND LEASE AGREEMENT WITH LOVE RIDE, INC.

On a motion by Council Member Lansburgh, seconded by Mayor Vega and carried on a 4-0 roll call vote, Council Members approved Consent Calendar Items No. 5 through 17 with Council Member Fernandez voting No on Item No. 10. Please refer to Item No. 10

for motion and vote.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh and Mayor Vega

NOES: None

ABSTAIN: None

ABSENT: Member Stallard

I. REPORTS OF THE CITY MANAGER

19. SUBJECT: Grant Agreement - Boys and Girls Club

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Grant Agreement to provide City funding for a Woodland Branch of the Boys and Girls Club contingent on approval of matching funding from Yolo County and appropriating \$1,400,000 in General Fund reserve balances.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Fernandez and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7875, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT TO PROVIDE CITY FUNDING FOR A WOODLAND BRANCH OF THE BOYS AND GIRLS CLUB CONTINGENT UPON APPROVAL OF MATCHING FUNDS FROM YOLO COUNTY AND TO APPROPRIATE \$1,400,000 IN FUNDING.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh and Mayor Vega

NOES: None

ABSTAIN: None

ABSENT: Member Stallard

5. SUBJECT: Proclaim April as Child Abuse Prevention Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize April 2022 as Child Abuse Prevention Month.

Mayor Vega presented the proclamation to Jeneba Lahai, Director of Yolo County Children's Alliance, and Marialsabel Mandujano, Child Abuse Prevention Council Member, proclaiming April 2022 as Child Abuse Prevention Month.

20. SUBJECT: City of Woodland Weed Abatement Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on weed abatement and vegetation management procedures for the upcoming fire season.

Received an update from Fire Marshal Emily Walling on weed abatement and vegetation management procedures for the upcoming fire season.

21. SUBJECT: Safe Firearms Storage Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce by title only and waive first reading of Ordinance No. _____, An Ordinance of the City Council of the City of Woodland, adding California Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

On a motion by Mayor Vega, seconded by Mayor Pro Tem Fernandedz and carried on a 4-0 roll call vote, Council Members introduced by title only and waived first reading of Ordinance No. _____, An Ordinance of the City Council of the City of Woodland, adding California Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

AYES: Members Fernandez, Garcia-Cadena, Lansbrugh and Mayor Vega

NOES: None

ABSTAIN: None

ABSENT: Member Stallard

22. SUBJECT: Boards and Commissions Application Period

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Acknowledge the Board and Commission Recruitment Period from April 1, 2022 through May 13, 2022; and**
- 2) Direct staff to abolish the Board of Building Appeals; and**
- 3) Initiate a conversation on other areas of streamlining and effective use of commissions as discussed at the Council Retreat.**

On a motion by Mayor Vega, seconded by Council Member Garcia-Cadena and carried on a 4-0 roll call vote, Council Members acknowledged the Board and Commission Recruitment Period from April 1, 2022 through May 13, 2022; and directed staff to abolish the Board of Building Appeals; and directed staff to evaluate options to support the work of the City's commissions as well as streamline their efficiency toward the goal of improving their effectiveness and community impact.

AYES: Members Fernandez, Garcia-Cadena, Lansbrugh and Mayor Vega

NOES: None

ABSTAIN: None

ABSENT: Member Stallard

At 9:00 PM, a motion was made by Council Member Lansburgh and seconded by Mayor Pro Tem Vega to extend the meeting to 9:20 PM.

23. SUBJECT: Fiscal Year 2022/23 Spring Budget Workshop

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a workshop to receive an update from staff on the development of the City's Fiscal Year 2022/23 Budget.

Conducted a workshop to receive an update from Director of Administrative Services Kimberly McKinney on the development of the City's Fiscal Year 2022/23 Budget.

At 9:17 PM a motion was made by Mayor Vega and seconded by Council Member Garcia-Cadena to extend the meeting to 9:30 PM.

J. ADJOURN

Meeting adjourned at 9:23 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, April 19, 2022

6:00 PM

City Council

CITY COUNCIL

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation (Sec. 54956.9)
Name of Case: Sierra Northern Railway v. California Department of Water Resources, et al., (Yolo County Superior Court Case No. CV2022-0479)

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 06:00 PM.

D. ROLL CALL

All Council Members present.

Present: Members Fernandez, Lansburgh, Garcia-Cadena, Stallard and Mayor Vega

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Vega.

F. COMMUNICATIONS - PUBLIC COMMENT

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

None.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

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

H. PRESENTATIONS

3. SUBJECT: Animal Services Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update from Yolo County staff on the Animal Services contract and progress with the Animal Services Planning JPA.

Received an update from Joanne Van Hoosear, Management Analyst with Yolo County Administrator's Office and Chad Rinde, Interim CEO of Yolo County, on the Animal Services contract and progress with the Animal Services Planning JPA.

I. CONSENT CALENDAR

4. SUBJECT: BIG Day of Giving - May 5, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council support and recognize May 5, 2022 as BIG Day of Giving.

Adopted proclamation recognizing May 5, 2022 as BIG Day of Giving.

5. SUBJECT: Community Services Department Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the period of January through March 2022.

Received the Community Services Department Quarterly Status Report for the period of January through March 2022.

6. SUBJECT: Salary Schedule Effective April 1, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective April 1, 2022.

Approved the City of Woodland Salary Schedule effective April 1, 2022.

7. SUBJECT: Second Reading and Adoption of Safe Firearms Storage Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1684, An Ordinance of the City Council of the City of Woodland, adding California Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

Adopted Ordinance No. 1684, An Ordinance of the City Council of the City of Woodland, adding California Chapter 9.64, "Safe Firearm Storage," to Title 9 of the Woodland Municipal Code.

8. SUBJECT: Resolution to Oppose Ballot Measure Restricting Voters' Input and Local Taxing Authority

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, opposing a possible November 2022 ballot measure that would restrict voter input and severely limit local taxing authority.

Adopted RESOLUTION NO. 7876, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND OPPOSING INITIATIVE 21-0042A1.

9. SUBJECT: Annual Transportation Development Act Claims with the Sacramento Area Council of Governments

RECOMMENATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the filing of the annual Transportation Development Act Claims with the Sacramento Area Council of Governments.

Adopted RESOLUTION NO. 7877, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING OF ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIMS FOR MULTIPLE FISCAL YEARS WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS.

10. SUBJECT: 5-Year Agreement with Axon Enterprise, Inc. for Products and Services Related to Body-Worn Cameras, In-Car Cameras and Tasers for the Police Department in the Amount of \$1,340,519

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____,

1. Affirming the City Manager's determination that the City's public bidding requirement could be dispensed with for the 5-year agreement with Axon Enterprise, Inc., for products and services related to body-worn cameras, in-car cameras and Tasers for the Police Department in the amount of \$1,340,519; and
2. Authorizing the City Manager to sign the agreement; and
3. Authorizing the City Manager to allocate \$1,120,148 in American Rescue Plan Act funds previously approved for Public Safety Infrastructure.

Adopted RESOLUTION NO. 7878, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1) AFFIRMING THE CITY MANAGER'S DETERMINATION THAT THE CITY'S PUBLIC BIDDING REQUIREMENT COULD BE DISPENSED WITH FOR THE 5-YEAR AGREEMENT WITH AXON ENTERPRISES, INC., FOR PRODUCTS AND SERVICES RELATED TO BODY-WORN CAMERAS, IN-CAR CAMERAS AND TASERS FOR THE POLICE DEPARTMENT; (2) AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT; AND (3) AUTHORIZING THE CITY MANAGER TO ALLOCATE \$1,120,148 FROM THE \$1.5 MILLION IN AMERICAN RESCUE PLAN ACT FUNDS PREVIOUSLY APPROVED FOR PUBLIC SAFETY INFRASTRUCTURE.

11. SUBJECT: 2021-22 Legacy Disposal Site Abatement Grant Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$202,280 of grant funds to the State Grants Fund (325) to implement the terms of the Legacy Disposal Site Abatement Grant at the former Woodland Landfill and the Woodland Regional Park Preserve.

Adopted RESOLUTION NO. 7879, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPROPRIATION OF FUNDS TO THE STATE GRANTS FUND (325) PROVIDED FROM THE STATE OF CALIFORNIA – CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY – CALRECYCLE 110.

12. SUBJECT: Contract Amendment #6 with Interwest Consulting Group - Plan Review and Building Inspection Services and Additional Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute Amendment #6 to the consultant services agreement with Inerwest Consulting Group for an additional amount up to \$50,000 for a total agreement amount of \$1,025,000 and (2) authorize the appropriation of an additional \$25,000 of General Fund (101) to the Building Division Program Budget.

Adopted RESOLUTION NO. 7880, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE SIXTH AMENDMENT TO AN AGREEMENT WITH INTERWEST CONSULTING GROUP FOR PLAN REVIEW & BUILDING INSPECTION SERVICES.

13. SUBJECT: Appropriation of Grant Funds Awarded through State Homekey Program for East Beamer Way Permanent Supportive Housing Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving an appropriation of \$15,170,467 to the Homekey Grant Fund (333) for the Homekey Program grant awarded to the City to support the East Beamer Way Permanent Supportive Housing Project, approving disbursements of up to \$15,110,467 to Homekey grant co-applicant Friends of the Mission for the Permanent Supportive Housing Project, and authorizing the City Manager to execute all agreements necessary with Friends of the Mission to disburse up to \$15,110,467 in Homekey grant funds to Friends of the Mission for the Permanent Supportive Housing Project.

Adopted RESOLUTION NO. 7881, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN APPROPRIATION OF State Homekey grant FUNDS FOR THE PERMANENT SUPPORTIVE HOUSING PROJECT AT THE EAST BEAMER WAY DEVELOPMENT SITE.

14. SUBJECT: Drainage Basin Agreement in the Northeast Industrial Area

RECOMMENDATION FOR ACTION: Staff recommends City Council adopt resolution No. _____, approving the Drainage Basin Agreement with the Kamilos Companies.

Adopted RESOLUTION NO. 7882, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE STORM DRAINAGE AGREEMENT WITH THE KAMILOS COMPANIES. An amended agreement was distributed to Council Members and City Attorney Ethan Walsh gave a brief explanation of the amendments.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 4 through 14.

**AYES: Members Fernandez, Garcia-Cadena, Lansbrugh, Stallard and Mayor Vega
NOES: None**

J. PUBLIC HEARINGS

15. SUBJECT: Military Equipment Use Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Hold a public hearing and receive public input on the Military Equipment Use Ordinance and the Woodland Police Department Military Equipment Use Policy; and
2. Introduce and conduct the first reading of Ordinance No. _____, an Ordinance of the City Council of the City of Woodland Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481.

Held a public hearing and received public input on the Military Equipment Use Ordinance and the Woodland Police Department Military Equipment Use Policy.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried unanimously on a 5-0 roll call vote, Council Members introduced and conducted the first reading of Ordinance No. _____, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481, OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ADDING CHAPTER 9.64, "SAFE FIREARM STORAGE," TO TITLE 9 OF THE WOODLAND MUNICIPAL CODE.

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None**

K. REPORTS OF THE CITY MANAGER

16. SUBJECT: Authorize City Manager to Execute a Contract for Professional Architectural & Engineering Design Services with LPA, Inc. for the Southeast Area Aquatic Center Project, CIP #19-18

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Appropriating \$1,500,000 of Measure J funds to the Southeast Area Aquatic Center Project, CIP #19-18 in FY 2022; 2) Authorizing the City Manager to execute a Consultant Agreement with LPA, Inc. in an amount not to exceed \$1,050,000 and approve a contract contingency for 10% (\$105,000) for the design of the Southeast Area Aquatic Center Project, CIP #19-18.

On a motion by Council Member Lansburgh, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7883, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT FOR PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES WITH LPA, INC. FOR THE SOUTHEAST AREA AQUATIC CENTER PROJECT, CIP 19-18.

**AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None**

17. SUBJECT: Resolution of Intention to Establish Woodland Tourism Business Improvement District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, declaring its intention to establish a business

improvement area in the City of Woodland to be designated as the Woodland Tourism Business Improvement District ("WTBID") under the Parking and Business Improvement Area Law of 1989 and setting a time and place of a hearing to consider the establishment of such area.

On a motion by Mayor Vega, seconded by Council Member Stallard and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION 7884, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND DECLARING ITS INTENTION TO ESTABLISH A BUSINESS IMPROVEMENT AREA IN THE CITY OF WOODLAND TO BE DESIGNATED AS THE WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT ("WTBID") AND SETTING A TIME AND PLACE OF A HEARING TO CONSIDER THE ESTABLISHMENT OF SUCH AREA.

AYES: Members Fernandez, Garcia-Cadena, Lansbrugh, Stallard and Mayor Vega

NOES: None

L. ADJOURN

Meeting adjourned at 07:52 PM in memory of Clarence "Buzz" Walden.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.6
SUBJECT: Parks & Recreation Commission Meeting Minutes of March 28, 2022

Recommendation for Action: Staff recommends that the City Council receive the March 28, 2022, 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 its last meeting on April 25, 2022. At this meeting, the Parks & Recreation Commission approved the minutes from the March 28, 2022, Parks & Recreation Commission meeting.

Conclusion:

Staff recommends that the City Council receive the March 28, 2022, Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

Ken Hiatt
City Manager

Attachments:

1. Parks & Recreation Commission Minutes March 28, 2022

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission Meeting –

Monday, March 28, 2022

6:30 PM

A. PLEASE NOTE: The March 28, 2022 Parks & Recreation Commission will be conducted pursuant to the Government Code section 54953(e), which allows the City to hold meeting via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing. The meeting will be held via teleconference and Commission members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. The public is encouraged to listen to the Parks & Recreation Commission meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings. If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom Commission meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) If you are watching the live stream and wish to make a comment on an item as it is being heard, you may submit an email to Kris Bain at krista.bain@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line. <https://zoom.us/j/97037739346> Or Dial: +1 669 900 6833 Meeting ID: 970 3773 9346

B. CALL TO ORDER

Meeting called to order at 06:32 PM

C. ROLL CALL

Parks & Recreation Commissioners Members Present: Chairperson Rashid Ali, Vice-Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Absent: None

Excused:

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Commissioner Jon-Paul Valcarenghi

E. COMMUNICATIONS - PUBLIC COMMENT

None

F. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Commissioners/Staff.

Commissioner Valcarenghi requested a status update about the Spring Lake Park projects. Staff indicated they would include an update in the next report and that the item would be going to City Council in May.

Chairperson Ali provided an update regarding Spring Lake Park concerns and requested information on where to find survey results. Ali stated people wanted to

know if they could provide input on what features were added at the parks. Staff indicated public meetings had already been held and they could provide feedback in May at the City Council meeting if desired.

G. PRESENTATION

None

H. BUSINESS ITEMS

None

I. COMMITTEE REPORTS

1. Standing Committee Report

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

Urban Forestry Committee provided an update about the Arbor Day event that occurred on March 12. More details were provided about upcoming tree plantings this spring and summer.

Volunteerism Committee provided an update about Crawford Park's tennis/pickleball courts and the work that has been conducted by the volunteer group. In addition, the group is planning an additional clean-up later this spring.

J. CONSENT CALENDAR

On a motion by Commissioner Murrieta, seconded by Commissioner Martin and carried unanimously on a roll call vote, Commission Members Approve Minutes for January 24, 2022.

Ayes: Chairperson Rashid Ali, Vice-Chairperson Magalean Martin, Commissioner JonPaul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

2. Approve Minutes for January 24, 2022

On a motion by Chairperson Rashid Ali, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Commission Members Approve Minutes for November 22, 2021.

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

Noes: None

Absent:

K. OTHER BUSINESS

On a motion by Chairperson Ali, seconded by Vice-Chairperson Martin and carried unanimously on a roll call vote, Commission members approved absence requests for May 23, 2022, from Commission members White-Snyder and Murrieta.

Ayes: Chairperson Rashid Ali, Vice-Chairperson Magalean Martin, Commissioner JonPaul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

L. REPORT OF THE STAFF

3. Community Services Staff Report for March 28, 2022
Verbal updates are provided by staff.

M. NEXT MEETING

The next Parks & Recreation Commission meeting will be held on April 25, 2022, in Council Chambers.

N. ADJOURN

On a motion by Commissioner White-Snyder, seconded by Commissioner Murritta and carried unanimously on a roll call vote, Commission members adjourned the meeting.

Ayes: Chairperson Rashid Ali, Vice-Chairperson Magalean Martin, Commissioner JonPaul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

Meeting adjourned at 07:06 PM.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.7
SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended March 31, 2022

Recommendation for Action: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending March 31, 2022.

Staff Contact:

Hogai Zalmai, Senior Accountant, (530) 661-5835, hogai.zalmai@cityofwoodland.org

Fiscal Impact:

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:

Each quarter, staff is required to provide the City Council with a report from the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow, portfolio performance and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective of increasing yield and generating additional investment earnings while, at the same time, ensuring that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:

As of March 31, 2022, the City treasury consisted of investments with a total book value of \$213,885,802. During the quarter, the City reached its maximum investment capacity with the Local Agency Investment Fund (LAIF) and therefore invested the excess funds in the California Asset Management Program (CAMP). CAMP utilizes the seven-day yield method for estimating the annualized yield of their fund, which is the industry standard for money market funds. The seven-day yield for CAMP was 0.38% as of March 31, 2022. The yield on the Local Agency Investment Fund (LAIF) balance for the quarter ending March 2022 was 0.23% and the average yield on the City of Woodland's investments as of March 31, 2022 was 1.29%. This results in an overall portfolio yield, combining all investments, CAMP, and LAIF of 0.83%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending March 2022 was 0.52%. The City exceeded its benchmark by 0.31%.

The City's investment strategy is to maintain 35% of the investment portfolio in highly liquid funds, achieve an

overall effective duration for investments of 1.75 years, and achieve a market rate of return of 0.15% based on the parameter of allowable investments. As of March 31, 2022, the City maintained 38% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of 1.75 years, and achieved a market rate of return of 0.89%. The City exceeded its target yield by 0.61%.

In response to the COVID Pandemic, the Federal Reserve reduced its benchmark rate to a target range of 0-0.25%. This unexpected decrease in the Federal Reserve's benchmark rate has led to a significant increase in the amount of "calls" on the City's investments. An investment is "called" when the institution that issued the investment security redeems it (or cashes it out), typically at par value, plus accrued interest, prior to the maturity date. Investment calls are common and staff projects when we expect them to occur as part of our investment planning, but these calls occur much more frequently when investment rates are declining, as has been the case since March 2020. The Federal Reserve has begun to reverse direction and has increased in benchmark rate by 0.25% and has signaled that they will continue to make increases in an effort to help curb inflation in the economy. This will likely result in increasing rates for available investments, and therefore the City does not expect any of its investments to be called over the next quarter.

Over the next quarter, the City will continue its focus on its objectives of safety, liquidity, and return on investment. The City will continue to invest in high-quality credit worthy securities and will continue to implement and evaluate its investment strategy. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy.

Staff continues to explore opportunities to implement a Community Reinvestment component within the overall investment portfolio. The City has become a participant in the CalRise program offered by the California Statewide Communities Development Act (CSCDA), but that program has been largely inactive since its inception. Staff will also continue to evaluate direct investment opportunities with local banks within the community.

The attached report provides a summary of the City's current investments, including the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond trustees.

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2022.

Prepared By: Hogai Zalmai, Senior Accountant

Reviewed By: Evis Morales, Finance Officer



Ken Hiatt
City Manager

Attachments:

1. Investment Report-03-31-2022

**CITY OF WOODLAND
INVESTMENT REPORT**

March-22

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	\$74,607,077	34.9%
California Asset Management Program (CAMP)	\$21,009,244	9.8%
Certificates of Deposit	\$1,500,000	0.7%
US Government Agency Securities	\$56,996,375	26.6%
Non US Government Agency Securities	\$0	0.0%
Corporate Securities	\$50,625,928	23.7%
Municipal Securities	\$9,147,177	4.3%
TOTAL	\$213,885,802	100.0%

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
DNB First Bank	6/16/2022	1.95	N/a	\$250,000	\$250,000	N/A	25590AAF7
Goldman Sachs Bank	6/21/2022	2.35	N/a	\$250,000	\$250,000	N/A	68148PKX4
Marine Bank	6/29/2022	1.95	N/a	\$250,000	\$250,000	N/A	56817TAA9
Marlin Business Bank	6/29/2022	1.95	N/a	\$250,000	\$250,000	N/A	57116APK8
Discover Bank	7/26/2022	2.30	N/a	\$250,000	\$250,000	N/A	2546726C7
Wells Fargo Bank	7/28/2022	2.30	N/a	\$250,000	\$250,000	N/A	949763JU1

Total Certificates of Deposit

\$1,500,000 \$1,500,000

Federal National Mortgage Association	6/4/2025	0.71	9/4/2021	\$3,000,000	\$3,000,000	\$2,828,481	3136G4WA7
Federal Home Loan Mortgage Corp	6/25/2025	0.70	6/25/2022	\$2,000,000	\$2,000,000	\$1,899,120	3134GVR26
Federal Farm Credit Bank	7/29/2025	0.58	7/29/2022	\$2,000,000	\$2,000,000	\$1,870,246	3133ELZ80
Federal Farm Credit Bank	8/4/2025	0.68	7/5/2021	\$2,000,000	\$2,000,000	\$1,871,818	3133EL2U7
Federal National Mortgage Association	8/26/2025	0.60	8/26/2021	\$2,000,000	\$2,000,000	\$1,868,628	3136G4X32
Federal National Mortgage Association	10/20/2025	0.58	10/27/2021	\$2,000,000	\$2,000,000	\$1,861,004	3135G06A6
Federal Home Loan Mortgage Corp	10/27/2025	0.54	10/27/2022	\$2,000,000	\$2,000,000	\$1,856,516	3134GW4Z6
Federal National Mortgage Association	11/25/2025	0.58	11/25/2022	\$3,000,000	\$3,000,000	\$2,793,879	3135GA5H0
Federal Farm Credit Bank	12/1/2025	0.56	12/1/2022	\$2,000,000	\$2,000,000	\$1,858,694	3133EMJC7
Federal Farm Credit Bank	12/23/2025	0.50	7/5/2021	\$2,000,000	\$2,000,000	\$1,849,164	3133EMLR1
Federal National Mortgage Association	12/30/2025	0.64	12/30/2021	\$2,000,000	\$2,004,000	\$1,860,046	3135G06Q1
Federal Home Loan Bank	2/12/2026	0.52	8/12/2021	\$2,000,000	\$1,999,000	\$1,862,358	3130AKWA0
Federal Home Loan Bank	2/23/2026	0.58	2/23/2022	\$1,750,000	\$1,745,625	\$1,632,320	3130ALBX1
Federal Farm Credit Bank	3/9/2026	0.80	3/9/2023	\$3,000,000	\$3,000,000	\$2,818,857	3133EMSU7
Federal Home Loan Bank	3/30/2026	1.03	9/30/2021	\$3,000,000	\$3,000,000	\$2,839,425	3130ALV68
Federal Farm Credit Bank	5/4/2026	1.00	8/4/2021	\$3,000,000	\$3,000,000	\$2,832,105	3133EMYB6
Federal Home Loan Bank	5/18/2026	1.00	11/18/2021	\$3,000,000	\$3,000,000	\$2,830,827	3130AMFD9
Federal Home Loan Bank	6/16/2026	0.95	3/16/2022	\$3,000,000	\$3,000,000	\$2,822,193	3130AMPJ5
Federal Home Loan Bank	6/30/2026	0.86	3/30/2022	\$5,000,000	\$5,000,000	\$4,685,045	3130AMWB4
Federal Home Loan Bank	7/13/2026	1.02	1/13/2022	\$5,000,000	\$5,000,000	\$4,710,690	3130AN2L3
Federal Home Loan Bank	9/14/2026	0.93	3/14/2022	\$2,000,000	\$2,000,000	\$1,884,442	3130ANU73
Federal Home Loan Bank	1/28/2027	1.75	1/22/2022	\$2,250,000	\$2,247,750	\$2,169,137	3130AQKM4

Total US Government Agency Securities

\$57,000,000 \$56,996,375 \$53,504,995

Total Non US Government Agency Securities

\$0 \$0 \$0

Pepsico	5/2/2022	2.25	N/A	\$500,000	\$504,250	\$500,173	713448DT2
Berkshire Hathaway	3/15/2023	2.75	N/A	\$500,000	\$501,445	\$503,565	084670BR8
TJX Companies	5/15/2023	2.50	N/A	\$500,000	\$507,615	\$500,218	872540AP4
Chevron	6/24/2023	3.19	N/A	\$1,000,000	\$1,013,720	\$1,010,819	166764AH3
Bank of America	7/21/2023	2.82	7/21/2022	\$1,000,000	\$1,004,840	\$1,000,993	06051GGQ6
Toyota	9/20/2023	3.45	N/A	\$1,000,000	\$1,025,110	\$1,012,906	89236TFN0
Citibank	1/23/2024	3.65	N/A	\$1,000,000	\$1,036,710	\$1,017,450	17325FAS7
Citibank	1/23/2024	3.65	N/A	\$569,000	\$604,710	\$578,929	17325FAS7
Charles Schwab	2/1/2024	3.55	N/A	\$600,000	\$623,478	\$610,133	808513AY1
US Bancorp	2/5/2024	3.38	N/A	\$1,000,000	\$1,026,700	\$1,012,458	91159HHV5
Apple	2/9/2024	3.00	N/A	\$500,000	\$505,235	\$506,283	037833CG3
IBM	2/12/2024	3.63	N/A	\$500,000	\$528,850	\$509,516	459200HU8
Home Depot	2/15/2024	3.75	N/A	\$1,000,000	\$1,074,300	\$1,022,652	437076BC5
Illinois Tool Works	3/1/2024	3.50	N/A	\$1,000,000	\$1,050,720	\$1,016,404	452308AT6
Pepsico	3/1/2024	3.60	N/A	\$1,000,000	\$1,069,750	\$1,021,807	713448CM8
Apple	5/6/2024	3.45	N/A	\$1,000,000	\$1,037,300	\$1,021,835	037833AS9
Bank of New York Mellon	5/15/2024	3.40	N/A	\$1,000,000	\$1,039,920	\$1,016,620	06406HCV9
HSBC	6/23/2024	3.50	N/A	\$500,000	\$527,365	\$505,166	40434CAD7
American Honda Finance	6/27/2024	2.40	N/A	\$500,000	\$505,140	\$496,393	02665WCZ2
US Bancorp	7/30/2024	2.40	N/A	\$500,000	\$509,055	\$496,968	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	\$500,000	\$506,245	\$496,968	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	\$1,000,000	\$1,029,250	\$993,936	91159HHX1
Air Products & Chemicals	7/31/2024	3.35	N/A	\$1,000,000	\$1,059,210	\$1,012,184	009158AV8
Amazon	8/22/2024	2.80	N/A	\$500,000	\$517,425	\$504,288	023135AZ9
United Parcel Service	9/1/2024	2.20	N/A	\$500,000	\$502,340	\$497,461	911312BT2

**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
Coke	9/6/2024	1.75	N/A	\$500,000	\$499,285	\$493,672	191216CL2
Estee Lauder	12/1/2024	2.00	N/A	\$1,000,000	\$1,014,350	\$982,936	29736RAN0
Estee Lauder	12/1/2024	2.00	N/A	\$1,000,000	\$1,004,020	\$982,936	29736RAN0
Toyota	2/13/2025	1.80	N/A	\$1,000,000	\$1,001,380	\$970,625	89236TGT6
VW Grainger	2/15/2025	1.85	N/A	\$1,500,000	\$1,545,900	\$1,455,320	384802AE4
Precision Castpart	6/15/2025	3.25	N/A	\$1,000,000	\$1,111,990	\$1,012,450	740189AM7
Wells Fargo	6/17/2025	1.50	6/17/2022	\$1,000,000	\$1,000,000	\$937,551	95001DAD2
JPMorgan Chase & Co	6/23/2025	1.05	6/23/2024	\$1,000,000	\$1,000,000	\$923,570	48128GU40
Bank of America	11/25/2025	0.65	11/25/2021	\$1,000,000	\$1,000,000	\$909,988	06048WK41
JPMorgan Chase & Co	12/22/2025	0.83	12/22/2023	\$1,000,000	\$1,000,000	\$895,687	48128GY53
United Health Group	1/15/2026	1.25	N/A	\$1,000,000	\$1,016,620	\$942,598	91324PDW9
Public Storage	2/15/2026	0.88	1/15/2026	\$2,000,000	\$1,984,600	\$1,846,288	74460WAA5
JP Morgan Chase	2/17/2026	0.50	2/17/2023	\$1,000,000	\$1,000,000	\$923,527	46632FRV9
Caterpillar	3/2/2026	0.90	N/A	\$1,200,000	\$1,195,920	\$1,113,445	14913R2K2
United Health Group	5/15/2026	1.15	4/15/2026	\$500,000	\$501,660	\$465,208	91324PEC2
Bank of America	8/26/2026	1.25	8/26/2022	\$2,000,000	\$2,000,000	\$1,807,884	06048WN22
Apple Incorporated	9/11/2026	2.05	N/A	\$2,000,000	\$2,057,960	\$1,946,638	037833DN7
Deere John Capital Corp	10/13/2026	1.30	N/A	\$1,000,000	\$993,670	\$924,716	24422EVW6
BK Of America Corp	11/19/2026	1.65	N/A	\$1,000,000	\$1,000,000	\$913,292	06048WQ29
JPMorgan Chase FINL CO LLC	11/30/2026	1.50	N/A	\$1,000,000	\$1,000,000	\$939,271	48130UZH1
JPMorgan Chase & Company	5/13/2024	3.63	N/A	\$500,000	\$513,400	\$510,922	46625HJX9
United Parcel Service	9/1/2024	2.20	N/A	\$1,000,000	\$1,000,000	\$994,922	911312BT2
Bank Of New York Mellon Corp	2/24/2025	3.00	N/A	\$2,000,000	\$2,030,560	\$2,008,294	06406HDA4
John Deere Capital Corporation	3/7/2025	2.13	N/A	\$1,500,000	\$1,491,000	\$1,472,384	24422EWB1
Emerson Electric Company	10/15/2026	0.88	N/A	\$3,500,000	\$3,352,930	\$3,214,918	291011BP8

Total Corporate Securities

\$49,869,000 \$50,625,928 \$48,455,164

California ST GO UNLT TXBL-High Speed Passenger Train-Series A	4/1/2022	2.37	N/A	\$415,000	\$425,371	\$415,000	13063DAD0
University of California CA REV TXBL-Series BA	5/15/2023	3.30	N/A	\$830,000	\$880,273	\$842,251	91412HBK8
Los Angeles CA GO TXBL REF-Series A	9/1/2023	2.64	N/A	\$1,925,000	\$2,020,596	\$1,934,664	544351KS7
San Francisco City & County CA Public Utility Company REV TXBL-Ser	11/1/2023	2.81	N/A	\$455,000	\$485,799	\$458,271	79765R3V9
Sacramento County CA TXBL REV Sanitation District FA REF-Series B	12/1/2023	3.20	N/A	\$450,000	\$477,329	\$456,152	786134VD5
Los Angeles CA GO TXBL REF-Series A	9/1/2024	2.84	N/A	\$1,000,000	\$1,079,870	\$1,002,290	544351KT5
California ST Municipal FA REV TXBL Harvey Mudd College	12/1/2024	1.85	N/A	\$595,000	\$603,520	\$580,547	13048VNZ7
Totota MTR CR Corp	1/13/2025	1.45	N/A	\$1,000,000	\$975,700	\$962,362	89236TJT3
University of California REV TXBL Limited Project REF-Series J	5/15/2025	3.36	N/A	\$2,000,000	\$2,198,720	\$2,023,860	91412GXQ3

Total Municipal Securities

\$8,670,000 \$9,147,177 \$8,675,397

Total of LAIF Funds & Investments Detail

\$213,885,802

Check Total (Should be zero)

\$0

CASH ACCOUNTS as of 03/31/22

Bank Accounts with U.S. Bank	\$5,641,268
Petty Cash	\$2,778
Cash with Fiscal Agent	\$8,240,925
Funds Held By Section 115 Pension Trust	\$11,340,799

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	\$355,733
Prior Quarters Interest Earned - LAIF	\$34,254
Total Interest Received	\$389,987
Interest Received from January 1, 2022 to March 31, 2022	\$538,916
Total Fiscal Year-to-Date Interest Received	\$928,903

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

**CITY OF WOODLAND
ACTIVITY REPORT**

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF TREASURER				
01/01/22	Month Beginning Balance			\$68,070,386
01/14/22	Interest	\$36,691	\$0	\$68,107,077
01/25/22	Deposit into LAIF	\$6,500,000	\$0	\$74,607,077
03/16/22	Withdrawal from LAIF	\$0	\$5,000,000	\$69,607,077
03/24/22	Deposit into LAIF	\$5,000,000		\$74,607,077
03/31/22	Month End Balance	\$0	\$0	\$74,607,077
CAMP PFM Asset Management LLC				
01/01/22	Month Beginning Balance			\$11,003,262
01/31/22	Accrual Income Dividend Reinvestment	\$478		\$11,003,740
01/31/22	Month End Balance			\$11,003,740
02/01/22	Deposit into CAMP	\$10,000,000		\$21,003,740
02/28/22	Accrual Income Dividend Reinvestment	\$994		\$21,004,734
02/28/22	Month End Balance	\$0		\$21,004,734
03/01/21	Month Beginning Balance			\$21,004,734
03/31/22	Accrual Income Dividend Reinvestment	\$4,510		\$21,009,244
03/31/22	Month End Balance			\$21,009,244
Bonds and Other Investments				
01/01/22	Month Beginning Balance			\$116,268,026
01/10/22	Called Apple INC 392187420		\$500,000	\$115,768,026
01/18/22	Called INTL Finance Corp 45950VNR3		\$2,500,000	\$113,268,026
01/21/22	Purchase Emerson Electric Company 291011BP8	\$3,361,097		\$116,629,122
01/24/22	Matured JPMorgan Chase & CO 46625HJD3		\$500,000	\$116,129,122
01/28/22	Federal Home Loan Banks Cons BD 3130AQKM4	\$2,247,750		\$118,376,872
02/03/22	Called Chevron Corp 166764AT7		\$500,000	\$117,876,872
03/16/22	Withdrawal John Deer Capital Corp 24422ERT8		\$1,012,311	\$116,864,561
03/16/22	Withdrawal Charles Schwab Corp 808513AT2		\$1,009,554	\$115,855,007
03/16/22	Withdrawal JPMorgan Chase & Company 46625HJE1		\$512,759	\$115,342,248
03/16/22	Withdrawal Toyota Motor Credit Corp 89236TEL5		\$1,011,575	\$114,330,673
03/16/22	Withdrawal Visa INC 92826CAC6		\$1,014,056	\$113,316,618
03/16/22	Withdrawal Visa INC 92826CAC7		\$1,002,560	\$112,314,058
03/16/22	Purchase United Parcel Service 911312BT2	\$1,000,917		\$113,314,974
03/16/22	Toyota MTR CR Corp 8923TJT3	\$978,238		\$114,293,212
03/16/22	JPMorgan Chase & Company 46625HJX9	\$519,593		\$114,812,805
03/16/22	John Deere Capital Corp 24422EWB1	\$1,491,797		\$116,304,602
03/16/22	Bank Of New York Mellon Corp 06406HDA4	\$2,034,227		\$118,338,828
END OF MONTH TOTAL DEBITS				\$213,955,150

	Beginning Balance	Activity - 01/31/2022	Activity - 02/28/2022	Activity - 03/31/2022		Ending Balance
2014 Wastewater Revenue Bonds						
Revenue fund	\$0.42	\$0.00	\$1,919,423.72	(\$1,919,422.30)	US Bank Mmkt 5 -Ct	\$1.84
Interest fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.86	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.86
Redemption fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
CFD - Gibson Ranch						
Revenue fund	\$6.72	\$0.00	\$22,905.76	(\$22,905.62)	Cash Mgmt-1st Am Treasury	\$6.86
Interest fund	\$0.02	\$0.00	\$0.00	(\$0.02)	Cash Mgmt-1st Am Treasury	\$0.00
Principal Fund	\$0.06	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.06
Reserve fund	\$225,829.56	\$1.15	\$1.15	(\$5.82)	Cash Mgmt-1st Am Treasury	\$225,826.04
Redemption fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Sinking Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Spring Lake 2013						
Special Tax Fund	\$11,859.66	0.06	\$0.06	\$0.06	Cash Mgmt-1st Am Govt Oblig	\$11,859.84
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve fund	\$2,064,534.53	\$10.50	\$10.50	\$9.61	Cash Mgmt-1st Am Govt Oblig	\$2,064,565.14
Prepayment Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Spring Lake 2016						
Special Tax Fund	\$10,663.76	\$0.05	\$0.05	\$0.05	Cash Mgmt-1st Am Govt Oblig	\$10,663.91
Interest Fund	\$0.09	\$0.00	\$476,109.39	(\$476,109.31)	Cash Mgmt-1st Am Govt Oblig	\$0.17
Principal Fund	\$0.32	\$0.00	\$30,900.00	(\$30,999.99)	Cash Mgmt-1st Am Govt Oblig	\$0.33
Reserve Fund	\$1,033,052.83	\$5.25	\$5.25	\$4.81	Cash Mgmt-1st Am Govt Oblig	\$1,033,068.14
Proceeds Fund	\$0.20	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.20
Spring Lake 2019						
Special Tax Fund	\$8,551.04	\$0.04	\$509,087.55	(\$509,087.47)	Cash Mgmt-1st Am Govt Oblig	\$8,551.16
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Reserve Fund	\$1,442,483.29	\$7.33	\$7.33	\$6.72	Cash Mgmt-1st Am Govt Oblig	\$1,442,504.67
Capitalized Interest Fund	\$150,109.84	\$0.76	\$0.76	\$0.70	Cash Mgmt-1st Am Govt Oblig	\$150,111.06
Proceeds Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Spring Lake 2021						
Special Tax Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Bond Reserve Fund	\$1,260,107.36	\$0.00	\$0.00	\$5.87	Cash Mgmt-1st Am Govt Oblig	\$1,260,113.23
Proceeds Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Acquisition & Construction	\$43.30	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$43.30
Cost of Issuance	\$58,953.52	\$0.00	\$0.00	\$200.27	Cash Mgmt-1st Am Govt Oblig	\$59,153.79
Water Revenue Bonds 2011						
Revenue Fund	\$5.44	\$2.73	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$8.17
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Safe Drinking Water State Revolving Fund 2014						
Payment Fund	\$5.53	\$0.11	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$5.64
Reserve fund	\$138,783.56	\$0.59	\$0.59	\$0.53	US Bank Mmkt 5 -Ct	\$138,785.27
ARRA 2011						
Payment Fund	\$1,425,283.38	\$7.13	\$7.25	\$6.64	Cash Mgmt-1st Am Govt Oblig	\$1,425,304.40
Reserve fund	\$410,344.58	\$2.07	\$2.09	\$1.91	Cash Mgmt-1st Am Govt Oblig	\$410,350.65
Water Revenue Bonds 2021						
Green Bonds	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Issuance Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
TOTAL						\$8,240,924.73

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.8
SUBJECT: Revised Public Facilities Fee Program Administrative Guidelines

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the revised Public Facilities Fee Program Administrative Guidelines dated May 2022.

Staff Contact:

Lynn Johnson, Senior Management Analyst, (530) 661-5979, lynn.johnson@cityofwoodland.org

Fiscal Impact:

There is no direct fiscal impact as a result of this item. The administrative guidelines help staff implement the collection of the Major Projects Financing Plan (MPFP) fees and the Water Capacity fees.

Background:

On April 16, 2019, the City Council approved the MPFP fee (development impact fee) update and subsequently, on July 2, 2019, adopted updated administrative guidelines to help staff interpret the MPFP fees for processing day-to-day development applications. After working with the 2019 administrative guidelines for almost three (3) years, staff have found several areas that need to be further clarified and/or simplified for ease of use in building permit processing. Additionally, certain housing density definitions and unit square footage parameters need to be updated to reflect both market needs and state law as it relates to Accessory Dwelling Units (ADU).

Discussion:

Soon after the 2019 administrative guidelines were adopted, California passed AB13 which specifically allows ADU's less than 750 square feet to be exempt from development impact fees. This legislation further requires that an ADU that is 750 square feet or larger be charged proportionately in relation to the square footage of the primary dwelling unit. This legislation was memorialized in a Woodland Municipal Code update, but had not been updated in the administrative guidelines. Exempting the smaller ADU's from development impact fees is one way to encourage additional, smaller scale housing units to help meet housing demands.

The change in certain square footage parameters related to unit size will be beneficial to several active and pending development projects, including the ability to seek bank financing more easily for in-fill multi-family projects. By slightly increasing the maximum square footage/unit from 1,450 square feet to 1,500 allowed under the multi-family fees, projects can provide a more diversified variety of unit sizes to meet current demand and still allow the projects to remain financially feasible.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the revised Public Facilities Fee Program Administrative Guidelines dated May 2022.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Brent Meyer, Community Development Director/ City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. 2022 Updated MPFP Administrative Guidelines

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ADOPTING REVISIONS TO THE PUBLIC FACILITIES FEE PROGRAM
ADMINISTRATIVE GUIDELINES**

WHEREAS, on April 16, 2019, the City Council adopted an increase to the Major Projects Financing Plan fees (development impact fees) and the Water Capacity fees; and

WHEREAS, in order to further clarify and define the adopted fees, the City has from time to time adopted Public Facilities Fee Program Administrative Guidelines to provide an interpretation of them for both City staff and developers; and

WHEREAS, the last updated Administrative Guidelines were adopted by the City Council on July 2, 2019; and

WHEREAS, there is a need to further clarify and refine the Administrative Guidelines for ease in interpretation and to update specific density and square footage parameters to better reflect market needs.

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

Section 1. The City Council hereby adopts the revised Public Facilities Fee Program Guidelines dated May 2022, attached to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held the 10th day of May, 2022, by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzales, City Clerk

**PUBLIC FACILITIES FEE PROGRAM
ADMINISTRATIVE GUIDELINES
REVISION DATED APRIL 2022**

I. Introduction

These Public Facilities Fee Program Administrative Guidelines (“Guidelines”) replace in their entirety the Public Facilities Fee Program Administrative Guidelines dated July 2019. These Guidelines primarily apply to the Major Projects Financing Plan (“MPFP”) development impact fees adopted by the City Council of the City of Woodland on April 16, 2019, by Resolution No.7256 pursuant to the authority in Section 15.04.030 of the City of Woodland Municipal Code, which authorizes the imposition of Capital Improvement Facilities Fees on development. These Guidelines also address implementation of the water capacity fee adopted by the City Council on April 16, 2019, by Resolution 7258. When applicable, these Guidelines also apply to the implementation and administration of all other code sections that impose fees on new development.

Should a situation arise that is not covered by these Guidelines, the City Manager or the City Manager’s designee shall be authorized to make a written decision as to how the fees at issue are to be administered provided that the fees imposed do not change the amount approved by the City Council.

Any applicant dissatisfied with the decision of the City Manager may appeal such decision to the City Council by filing written notice thereof with the City Manager within ten (10) days of receipt of the City Manager’s decision.

II. Definitions

For purposes of these Guidelines and the MPFP fee schedule, certain terms and words are herewith defined as follows:

“Development Fees” shall consist of the following:

- General City Facilities Fee
- Fire Facilities Fee
- Library Facilities Fee
- Park and Recreation Facilities Fee
- Police Facilities Fee
- Wastewater Facilities Fee
- Storm Drainage Facilities Fee
- Road Improvements Fee
- Administration Fee

“Capacity Fees” shall consist of the water capacity fee adopted by the City Council on April 16, 2019 by Resolution No. 7258.

“Existing Development” means a building(s) that has been in existence prior to any current request for a building permit or connection to City utilities.

“E-commerce” refers to commercial transactions that are conducted through the internet.

“Floor Area Ratio” The square footage of a building on site divided by the size of the lot.

“Improvements to Existing Development” shall consist of additional square footage to any existing building, any new building(s) on a previously developed property, or the connection to City utilities of a previously developed property.

“Non-Residential” means any retail, service, office, or industrial uses.

“Land Use” is used as an indicator of service needs and hence as a basis for all non-residential development fees. A land use table is attached. The City Manager or the City Manager’s designee shall interpret the appropriate zone for any land use not specifically listed in the table.

“New Development” means vacant parcels of land that are proposed to be improved with buildings, parking lots, outdoor storage areas, or landscaping.

“Infill Development” is depicted in the attached map. Any development within Spring Lake or within any specific plan approved after June 18, 2019 is not considered infill development.

“Greenfield Development” is any residential land use outside of the infill area, as depicted in the Infill Development map.

“Corridor” as used in the MPFP nexus study refers to areas along the following corridor streets for the purposes of calculating impact fees:

- Main Street from Cleveland to CR 98
- Court Street from Cleveland to its western terminus
- Lincoln Ave from Cleveland to CR 98
- Any north to south street between Lincoln Avenue and Court Street outside of the Downtown Specific Plan.
- East Street from the County Fair Mall to Woodland Avenue (if it were extended to East Street)
- East Main Street from East Street to Thomas Street.

“Downtown” refers to properties located within the Downtown Specific Plan.

“Square Footage” means the gross floor area of all stories of a building or structure, including basements, above ground stories, interior balconies and mezzanines. Square footage is calculated by measuring to the outside of exterior walls.

“Single Family” refers to residential development with a density of 8 units per acre or less and generally refers to stand-alone units that are 1,201 square feet or more.

“Multi-Family” refers to residential development with a density greater than 8 units per acre and unless defined otherwise within these Guidelines generally refers to a building that has three or more distinct living units that are 1,200 square feet or smaller.

“Small Multi-Family” means any multi-family residential unit up to 700 square feet.

“Accessory Dwelling Unit” (“ADU”) has the same definition as set forth in Section 17.104.010 of the City of Woodland Municipal Code, namely an attached or detached independent living facility accessory to the main dwelling, and less than 1,200 square feet.

“Junior Accessory Dwelling Unit” (“JADU”) as set forth in Section 17.104.010 of the City of Woodland Municipal Code means a residential unit that is no more than 500 square feet in size; is contained entirely within an existing or proposed single-family structure; includes its own separate sanitation facilities or shares sanitation facilities with the exiting or proposed single-family structure; and includes an efficiency kitchen.

III. Fee Applicability

A. New Construction

1. Residential

a. Single Family Dwelling Units (SFD) –

(1) First Structure on a Lot (8 units per acre or less). Units shall be subject to development fees on a per dwelling unit basis at the single family rate. The first structure on a single family lot shall be charged the single family rate regardless of size.

(2) Multiple Units on One Lot (8 units per acre or less). The City recognizes that smaller dwelling units have fewer impacts than larger dwelling units and that multiple

smaller units on one lot will generally have fewer impacts than the same number of larger dwelling units. For any lot that has not previously been developed, any new construction creating two to three units will be charged impact fees based on square footage of dwelling space (but excluding garage square footage) as follows:

- For units 1,201 square feet and larger, the City will charge the Single Family rate.
- For units 701 square feet to 1,200 square feet, the City shall charge the Multi-Family rate.
- For units 700 square feet and less, the City shall charge 80% of the small Multi-Family rate for the first unit and the small Multi-Family rate for any additional units smaller than 700 square feet.

(3) Accessory dwelling units (maximum 1,200 square feet per City Code 17.104.010).

- No impact fee is required for an ADU or JADU that is less than 750 square feet in size.
- Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., floor area of the ADU divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.) Pursuant to Section 17.104.010 B.4 of the City's Municipal Code, accessory dwelling units shall not be considered new residential for the purposes of calculating local agency connection fees or capacity charges for water and sewer service. Water and sewer impact and capacity fees for ADU's may be charged in conformance with California Government Code Section 65852.2 under certain circumstances. Only one ADU is allowed per lot. Any additional residential unit on the same lot shall not be considered an ADU and shall pay utility impact fees and capacity charges.

(4) Residential Accessory Buildings that do not meet the criteria of an ADU (such as a shed or workshop), as set forth in Section 17.104.010 of the City of Woodland Municipal Code, and are 700 square feet or less will not be charged impact fees.

b. Multi-Family Dwelling Units –

(1) Development Impact Fees. Projects with more than 8 units per acre shall be subject to development fees on a per dwelling unit basis at the multi-family rate. Multi-family dwelling units that are larger than 1,500 square feet have a similar impact as a single family residence and, therefore, shall pay the Single Family rate.

(2) Water Capacity Fee.

- i. Multi-Family Dwelling Units shall be charged the water capacity fee per new meter based on meter size. If a development has multiple meters it will be charged the water capacity fee for each meter (e.g. if there is a 1" Landscape service meter and a 2" domestic meter for each building in the complex, the total water capacity fee will be for one 1" meter fee plus one 2" meter fee for each building in the complex).
- ii. For individually metered Multi-Family Dwelling Units less than 1200 square feet but equal to or larger than 700 square feet, the water rate shall be 75% of the 1" meter rate.
- iii. For individually metered Small Multi-Family Units less than 700 square feet, the water rate shall be 50% of the 1" meter rate.

2. Non-Residential

a. Development Impact Fees. Retail, service, office, and industrial uses will be subject to development fees on a square footage basis using the land use categories found on the attached land use table.

b. Water Capacity Fees. Water capacity fees shall be charged per each new additional meter. If a development has multiple meters it will be charged the water capacity fee for each meter (e.g. if there is a 1" Landscape service meter and a 2" domestic meter, the fee will be for one 1" meter fee plus one 2" meter fee).

c. Storage Areas. When a non-residential property has storage or sales areas that are not under a defined building, the area will be subject to fees on a square footage basis for the applicable land use type.

B. Improvements to Existing Development

1. Residential –

Development Impact Fees. Improvements or additions to existing dwelling units that do not create an additional dwelling unit are not subject to payment of impact fees.

Water Capacity Fee. When a parcel map is used to separate individual houses that were previously all or both on one lot, or to create a split lot duplex from a duplex, a new meter and service may be required. However, the existing site shall be credited with one existing service. If a separate meter is added for a duplex (without a parcel map), then a water capacity fee must be paid for the new meter.

2. Non-residential –

Development Impact Fees. Additions to existing buildings or new buildings on partially developed properties will be subject to development impact fees, on a per square foot basis for the applicable land use type, based on the additional square footage.

Water Capacity Fee. Expansion of commercial or office facilities that do not require a new service or meter will not be charged a Water Capacity Fee. Expansion of a facility that replaces an existing meter with a larger meter shall be charged the differential between the larger meter fee amount less a credit for the current cost of the existing service.

C. Auto Dealerships

Any auto dealership, with the exception of dealerships that primarily operate as an e-commerce business, shall pay 50% of the applicable development impact fees for General City, Fire, Police and Roads to account for the reduced impacts comparative to other industrial users that generally operate multiple shifts over a 24-hour period. This fee is only applicable for auto dealerships that develop within the City limits from and after June 2019.

D. Light Industrial Flex Overlay Zone

Any use that meets the industrial classification and expansion size limits, and is located within the Light Industrial Flex Overlay district bounded by East Street, I-5 and E Main Street, shall pay 50% of the applicable development impact fees for General City, Fire, Police, and Roads to account for the reduced impacts from these facilities due to the more limited operation these uses will have compared to those allowed within the Industrial Zone. In order to meet this fee category, the development

must consist of a new building that is less than 25,001 square feet or an expansion that is less than 25,001 square feet.

E. Outdoor Storage, Canopied Areas, Pole Barns

When a non-residential property has storage or sales areas that are not under a defined building, and the enclosure or cover requires a building permit, the area will be subject to fees on a square footage basis for the applicable land use type.

F. Utility Connections

When a property owner only requests connection to City utilities, development impact fees will be due for the affected services only. City water (for domestic use, fire protection, or irrigation, or any combination) or sewer will not be provided individually if both are readily available to a property. A request for either water or sewer service will require a connection to both water and sewer and payment of the development fee for each. The property owner will be charged only the meter installation fee if the water connection is for landscaping only, there is no building, and there is no septic or waste facility servicing the property.

G. Change in Use

When a business license is requested for a new business that is going to occupy an existing building, the City shall evaluate the proposed new land use. If the proposed use will be more intense than the prior use, the City shall calculate the fee to be paid based on, as applicable, trip generation, storm water impact, dwelling unit equivalent (DUE) water usage, and sewer impact.

H. Structure Exempt From Building Permits

Fees will be imposed to the extent permitted by law on any development that does not require a building permit from the City of Woodland (refer to Government Code 54999 regarding public entities). Such development will often be required to apply to the City for a permit other than a building permit, for example, when requests are made for a use permit, encroachment, water or sewer connection permit. Any such permit shall be conditioned to include development fees on a per square foot basis at a rate appropriate for the proposed use.

IV. Exemptions from Payment of Fees.

- A. Interior alterations that do not increase the gross square footage of a building and do not result in a more intense land use will not be subject to development fees.
- B. Water services that serve fire flow shall not be charged a water capacity fee. Usually fire flow is served through a separate unmetered service. If fire flow is served through a metered service; the applicant may request a reduction in fees by submitting calculations prepared by a licensed professional engineer, or fire suppression engineer, or other licensed individual approved by the Community Development Director. The Community Development Director may then approve a reduction in fees.
- C. Buildings that are constructed, owned and maintained by the City of Woodland will not be subject to development impact fees.

V. Credits

Any applicant requesting a credit shall submit a written request to the Community Development Department. Credits may be applied for demolition of existing or previous structures. The amount of credit will be calculated using the then current fees (as if a building permit for the prior building were pulled simultaneously with the permit for the new building). Credit shall not exceed fees due by both fee category and net overall. The amount of credits will be determined by the City Engineer.

- A. Structures that were both located within the City limits and demolished prior to August 15, 1991 (the date of approval of the original MPFP program) will receive a credit of 50% of the impact fees for all categories except roads. No credit will be allowed for the roads category. The applicant will need to provide adequate documentation regarding the size and use of the structure in order to receive the credit.
- B. Any structure demolished after August 14, 1991 but more than eight years from the date of building permit issuance will receive a full credit of all fees except the roads category. There will be no credit allowed for the roads category. The applicant will need to provide adequate documentation regarding the size and use of the demolished structure in order to receive the credit.
- C. Structures that have been demolished within the eight years from building permit issuance will receive full credit for all impact fees, including the road fee. The applicant will need to provide adequate documentation regarding the size and use of the demolished structure in order to receive the credit.

VI. Adjustments

- A. The development fees have been established using certain averages for water use, sanitary sewer flow, storm water runoff, and trip generation. Any proposed non-residential project that exceeds these averages will be subject to a case by case analysis by the City Engineer and may be required to pay additional fees if they exceed the averages in this section, which in some cases may be higher than the averages used to establish the development impact fees. The averages that each project will be compared with are as follows:

1. Water - domestic and irrigation

a.	Retail	>	317 gal/1000 sq. ft./day
b.	Service	>	346 gal/1000 sq. ft./day
c.	Office	>	244 gal/1000 sq. ft./day
d.	Industrial	>	317 gal./1000 sq. ft./day

2. Sanitary Sewer: Note that for excessive BOD or TSS it is typically more economical for businesses to pretreat the waste water prior to discharge into the City system. Likewise there is a quantitative limit to how much waste water the City system can take. Excessive flows would require either expansion of the City treatment capability or pre-treatment. The timing of expansions of the Wastewater Treatment Plant is planned to accommodate normal build out of the City. Because expansions can take 4-5 years to plan and construct, abnormal demands on the system may not be able to be accommodated without significant lead time. Fees for development with abnormal flows are based on equivalent dwelling unit cost calculations by the City Engineer and approved by the Community Development director.

a.	Retail	>	110.2 gal/1000 sq. ft./day
b.	Service	>	137.7 gal/1000 sq. ft./day
c.	Office	>	91.8 gal/1000 sq. ft./day
d.	Industrial	>	103.3 gal./1000 sq. ft./day
e.	BOD	>	235 ppm or mg/L

3. Storm Drainage

Non-Residential Building size < 25% or > 45% of property.

4. Roads. For land uses that generate more than 10 peak hour trips/1,000 square feet, a special calculation will be required to determine their road impact fee. Examples of land uses that generate more than 10 peak hour trips/1,000 square feet are as follows: gas station, fast food, car wash, convenience market,

projects including a drive through. This is not a comprehensive list.

No credits or reduction of fees are allowed for projects falling below these averages.

B. Fee Deferral for Development

Should a developer wish to request a fee deferral, the request shall be in writing and in conformance with the City's adopted fee deferral program.

C. Development Fee Waiver

In no event shall any development fees be waived unless the City is able to determine and secure an alternative source of funding to replace the fees.

VII. Fee Calculation

Upon receipt of an application for a building permit, the Community Development Department (CDD) shall determine the number of single family dwelling units, multi-family dwelling units, or the square footage and proposed use in the case of commercial/industrial projects, and will then add this information to the application.

- A. Community Development will determine if any development fees have been previously paid.
- B. Any fee categories that were previously paid on an acreage basis, and included in the land of the currently proposed project, shall be considered paid in full. Fee categories that were established after the prior payment will be charged at the time of the building permit application.
- C. Community Development will next determine if the project qualifies for any credits or adjustments and will indicate such on the form. When a single industrial building is divided for the purpose of leasing to separate users, the development fees will be calculated based on the separate uses. For example, if a 40,000 sq. ft. building in an industrial area is divided into two 20,000 sq. ft. spaces, with one side occupied by a small warehouse type operation and the other strictly for office use, the development impact fees will be calculated for 20,000 square feet of industrial use and 20,000 square feet of office use.
- D. No differentiation will be made for mixed uses of a single user, such as the internal office area of an industrial building. The development impact fee will be calculated based on the primary use of the building.

- E. Storm drain impact fees will be calculated on a per acre basis, to allow for collection at time of building permit. The fees collected will be based on a storm water shed zone (See Map in Appendix B) specific acreage basis:
1. New Residential: Calculated at Final Map as the fee/acre multiplied by the number of acres divided by the total number of units and collected on an average cost per lot basis per the Map. When the project consists of multiple units grouped in building clusters, and only one building permit per cluster is needed (e.g. apartment complex), the multi-family residential storm water fee is due in its entirety at the pulling of the first building permit.
 2. Infill Residential: Calculated as either the lot size divided by infill acreage or lot size divided by the number of units divided by infill acreage.
 3. Commercial: Collected on the size of the lot unless the lot is not being fully developed. Fully developed means that all portions of the lot are developed as within the building footprint, hardscape or landscape, or the developed property is at the maximum floor area ratio FAR). For prior development infill or additions, the fee is calculated as the square footage of the building footprint divided by the floor area ratio of 0.4 divided by 43,560 sf. (building footprint s.f./0.4)/43,560 sf/acre
- F. The fee calculations are performed by Community Development staff and then approved by a senior engineer or designee. Discretionary interpretations/credits/and deferrals are approved by the Development Services Senior Engineer or City Engineer. Applicants may appeal to the Community Development Director.
- G. Community Development will complete its final computation of the total development fees due. The form will be attached to the building permit, and the development fees due are included in the cost of the building permit unless otherwise deferred consistent with the City's fee deferral ordinance.

The applicant shall then pay all Development Fees in effect at the time of building permit issuance.

VIII. Developer In-Lieu Improvements

Whenever a developer is required as a condition of approval of a development project, or permitted in the City's discretion, to construct a public facility described in the MPFP, the City and developer shall execute a reimbursement or credit agreement. Credits will be capped at the amount that is in the fee program plus CCI since the last update.

The timing and method of payment (credit or reimbursement) will be negotiated and included as part of the reimbursement agreement and approved by the City Council prior to construction of the improvements. If the improvements are to be

financed by an assessment district (including Mello-Roos), credits may be given to the individual property owner and/or reimbursement shall be made to the district. The proposed spread of credits/reimbursement must also be approved by the City Council prior to construction of the improvements. Reimbursement shall be limited to costs specified in the fee program plus CCI since the last update.

In order to receive any reimbursement or credit for constructing a project identified in the MPFP, the developer must submit evidence that this work was secured through a competitive bidding process and certify that prevailed wages were paid appropriately.

If the developer has pulled building permits and paid public facility fees prior to the credits/reimbursement agreement being approved by the City Council, the developer will only receive credits/reimbursements on future permits. No refunds will be processed for the fees paid prior to the credit agreement being approved by the City Council.

A credit may only be taken by the developer to offset the development fee in the category that would normally pay for the constructed improvement. In other words, a street improvement cost will only be subject to credit against the road improvement fee.

IX. Methods of Financing

Fees payable pursuant to Section 15.040.030(C.) of the Woodland Municipal Code may, in the discretion of the City, be financed through the formation of a special benefit assessment district, a Mello-Roos Community Facilities District, or analogous financing mechanism. In the event such debt financing is authorized by the City, the City shall apply an in-lieu credit against the fee which otherwise would be charged. In the event a financing mechanism is approved to finance public facilities listed in the MPFP, the City may agree to reimburse the developer to the extent the developer has paid special taxes or assessments for such oversized public improvements or has otherwise provided advance funding for such public improvements and has not otherwise been reimbursed.

X. Annual Adjustment of Fees

The amount of development impact fees approved in the Resolution setting or increasing such fees shall be increased annually, on January 1 of each year, in the amount of the percentage increase in the Engineering News Record construction cost index, or any successor index that may be selected by the City Council. Fees may also be adjusted at other times during the year in conjunction with adoption of an updated Major Projects Financing Plan. Fees charged shall be based on the fees in effect at the time they are paid.

Land Use Table

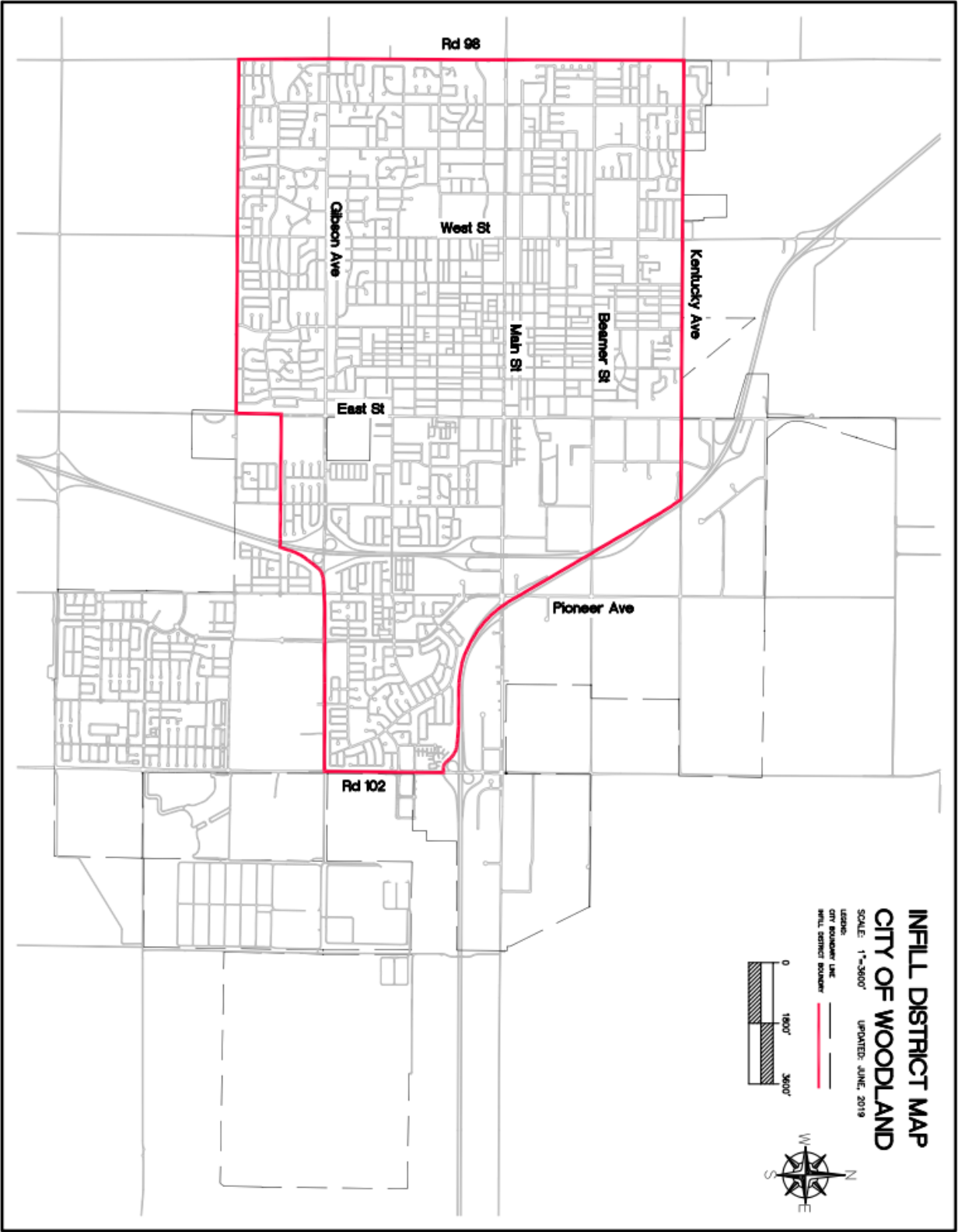
Land Use Type	Retail	Service	Office	Indust. ¹
Ambulance Services		X		
Animal and Food Processing				X
Appliance Sales, Service and Supply		X		
Auto - Lube Shop		X		
Auto - Major Service and Repair		X		
Auto - Minor Service and Repair		X		
Auto – Fueling Stations	X			
Auto and Truck Service Stations		X		
Auto Parts and Accessory Stores	X			
Auto Rental and Lease Agency		X		
Auto Sales, New and Used ²				X
Bakeries (Retail)	X			
Bakeries (Production)				X
Barber and Beauty Shops		X		
Bars, Cocktail Lounges, and Taverns		X		
Bowling Alleys		X		
Breweries, Distilleries, and Wineries				X
Building Materials Sales (Wholesale)				X
Cabinet, Carpenter & Woodworking Shops		X		
Cafes, Coffee Shops, and Restaurants		X		
Cannabis – Dispensary	X			
Cannabis – Processing and Distribution				X
Cannabis – Testing			X	
Card Rooms		X		
Carwashes		X		
Churches with School or Daycare		X		
Churches without School or Daycare		X		
Clothes Cleaning and Laundry Pickup Stations		X		
Commercial Recreation Facilities		X		
Communication & Pub. Utility Service Facilities		X		
Dance Halls		X		
Drive-In Theaters		X		
Drive-in, Fast Food, Self-Service, Take-Out Restaurants	X			
Drug Stores and Pharmacies	X			
E-commerce and Fulfillment Centers	X			
Electrical Sales, Service and Supply		X		
Equipment Rental		X		
Farm Supply & Implement Sales and Service		X		
Financial Institutions			X	
Flea Markets	X			
Florists	X			
Food and Grocery Stores	X			

¹ See Section III D regarding Flex overlay zone

² See Section III C regarding esales vs normal sales

Land Use Type	Retail	Service	Office	Indust.
Food processing				X
Fortunetelling		X		
Gift Shops	X			
Glass Sales and Service		X		
Hardware Stores	X			
Heating and AC Sales and Service and Supply		X		
Hospitals		X		
Hotels and Motels		X		
Hydraulic Equip, Well Drilling Sales, Service and Supply		X		
Institutional and Schools		X		
Laundromats		X		
Laundry, Dry Cleaning Plants		X		
Liquor Sales, On and Off Sales	X			
Locksmiths		X		
Machine Shops		X		
Manufacturing and Assembly				X
Medical and Dental Clinics			X	
Medical Laboratories			X	
Mini Marts	X			
Mini Storage Facilities		X		
Miniature Golf		X		
Offices			X	
Opticians			X	
Pipe Sales, Service and Supply		X		
Plant Nurseries and Greenhouses	X	X		
Plumbing Sales, Service and Supply		X		
Pool Halls		X		
Pool Service and Supply		X		
Prescription Pharmacies	X			
Produce Stands	X			
Public and Quasi-Public Building Uses		X		
Pump Sales, Service, and Supply		X		
Recycling Service Centers		X		
Research and Development Facilities			X	
Retail Stores and Shops Providing a Convenience Service	X			
Rice Storage		X		
RV and Boat Storage				X
Shopping Centers	X			
Skating Rinks		X		
Social Halls, Lodges, Fraternal Organizations		X		
Swimming, Tennis, Racquetball, and Health Clubs		X		
Taxi Cab Service		X		
Technical, Trade, Craft Schools, and Studios		X		
Theaters		X		
Travel Trailer Parks, and Overnight Campgrounds		X		
Upholstery		X		

Land Use Type	Retail	Service	Office	Indust.
Variety Stores	X			
Veterinary Offices and Clinics			X	
Video Game Centers		X		
Warehousing				X
Welding Shops		X		
Wholesale and Distributing Business		X		





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.9
SUBJECT: SB 1383 Local Assistance Grant Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$86,966 of grant funds to the State Grants Fund (325) to assist with the implementation of SB 1383 which requires reduction of organic waste disposal.

Staff Contact:

Lynn Johnson, Senior Management Analyst, (530) 661-5979, lynn.johnson@cityofwoodland.org

Fiscal Impact:

The City of Woodland was recently awarded a grant from the State of California - CalRecycle in the amount of \$86,966 to be used towards administering the regulations imposed by SB 1383 as it relates to reduction in organic waste disposal. The grant was awarded based on a per capita calculation and there are no matching funds required.

Background:

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383, Lara) in a statewide effort to reduce emissions of short-lived climate pollutants. The targets must reduce organic waste disposal 50% by 2020 and 75% by 2025 and recover for people to eat, at least 20% of currently disposed surplus food by 2025.

Early this year, City staff submitted a non-competitive grant application to CalRecycle's SB 1383 Local Assistance Grant Program seeking funding to assist with the implementation requirements of SB 1383. The program awarded an initial \$20,000 per agency with the remaining grant funding awarded on a per-capita basis.

Discussion:

The grant funding will be used to assist with the implementation of regulation requirements associated with SB 1383, such as:

- Education and outreach (includes organic waste & edible food recovery)
- Enforcement and Inspection
- Equipment (containers, signage, etc.)

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the appropriation of \$86,966 of grant funds to the State Grants Fund (325) to assist with the implementation of SB 1383 which requires reduction of organic waste disposal.

Prepared by: Lynn Johnson, Senior Management Analyst

Reviewed by: Brent Meyer, Community Development Director/ City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING APPROPRIATION OF FUNDS TO THE STATE GRANT FUND (325)
PROVIDED FROM CALRECYCLE**

WHEREAS, the City of Woodland applied for the SB 1383 Local Assistance Grant Program in early 2022; and

WHEREAS, the City was recently notified that they were awarded the Grant in the amount of \$86,966; and

WHEREAS, staff wishes to appropriate \$86,966 to the State Grant Fund (Fund 325) to assist with implementation of SB 1383 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby authorizes the appropriation of \$86,966 to the State Grant Fund (325).

PASSED AND ADOPTED by the City Council of the City of Woodland at a special meeting of the City Council held on the 10th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzales, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.10
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15 - Urban Flood Risk Reduction Program Amendment #4 with the State of California Department of Water Resources

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign Amendment #4 to the funding agreement with the State of California Department of Water Resources (DWR) under the Urban Flood Risk Reduction Program (UFRR) for the Lower Cache Creek Feasibility Study, CIP #09-15.

Staff Contact

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

Fiscal Impact

The City was awarded a \$5,000,000 grant through the State of California DWR Urban Flood Risk Reduction Program for continuing work on the Lower Cache Creek Feasibility Study (LCCFS) in 2016 for a total amount of \$10,000,000. The grant included a 50% cost share by the City and 50% by DWR for all eligible work items. The DWR UFRR Program is funded through Proposition 1E, the Disaster Preparedness and Flood Protection Act of 2006. Amendment #1 through #3 to the funding agreement updated the scope and budget to reflect completion of the LCCFS and reduced the total amount from \$10,000,000 to \$2,839,330 and thus the grant amount was reduced from \$5,000,000 to \$1,419,665. Amendment #4 does not include a change in budget or cost sharing allocation.

There is no impact to the General Fund.

Background

The Corps of Engineers (Corps) completed the Lower Cache Creek Feasibility Study (LCCFS) in June 2021. The LCCFS is led by the Corps and is somewhat limited in scope flexibility. The UFRR program allows for a second avenue towards a flood protection solution and may allow for a City-State partnership in providing a flood protection solution. The UFRR program also allows for more flexibility in investigation of flood solutions, such as enhancements to the National Economic Development plan to mitigate impacts to properties north of the City and comply with California SB-5, which requires a 200-year level of flood protection for urban areas, and address storm drainage impacts of the project.

Discussion

The scope of work is not modified in Amendment #4 and generally includes: project management, evaluation of project features necessary to mitigate project impacts north of Woodland and comply with California SB-5, preparation of a conceptual finance plan, evaluation of impacts to City storm drainage facilities near the project, and preparation of the CEQA Environmental Impact Report. The Corps LCCFS does not include preparation of the CEQA document as that is not necessary under a Federal project. Preparation of the CEQA document is the responsibility of the non-federal sponsors. Amendment #4 adjusts the UFRR grant completion deadline to reflect the refinement in the project schedule with a new completion date of June 30, 2023.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to sign Amendment #4 to the funding agreement with the State of California Department of Water Resources (DWR)

under the Urban Flood Risk Reduction Program (UFRR) for the Lower Cache Creek Feasibility Study, CIP #09-15.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, CDD Director/City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Reso UFRR Amendment 4 051022
2. Woodland AM4

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #4 TO THE AGREEMENT WITH STATE OF
CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE URBAN FLOOD
RISK REDUCTION PROGRAM, CIP #09-15**

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

WHEREAS, the Amendment modifies the grant term to February 1, 2017 through June 30, 2023 with no modification to grant amount; and

WHEREAS, the City Council wishes to extend the completion date of the agreement to June 30, 2023; and

WHEREAS, the City Council wishes to approve the Amendment #4 and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby authorizes the City Manager to execute the Amendment #4 subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Amendment #4 does not change.

Section 2. A copy of the Amendment #4 is attached and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a special meeting of the City Council held on the 10th day of May, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

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

Amendment No. 4 To

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

CITY OF WOODLAND

FOR THE

WOODLAND FLOOD RISK REDUCTION PROJECT

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

OF

**THE CALIFORNIA DISASTER PREPAREDNESS AND FLOOD PREVENTION BOND ACT OF 2006
AND
THE BUDGET ACT OF 2020 (STATS. 2020, CH. 6), ITEM 3860-301-0001**

Amendment number 4 to the Agreement, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the City of Woodland, a public agency in the County of Yolo, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

a) This Amendment will modify Paragraph 2 as follows:

TERM OF FUNDING AGREEMENT. The term of the Funding Agreement shall be from February 1, 2017, through June 30, 2023.

b) Exhibit A, is hereby amended with the attached Project schedule.

All other terms and conditions shall remain the same.

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

CITY OF WOODLAND

By _____
Jeremy Arrich, Chief
Division of Flood Management

By _____
Ken Hiatt, City Manager
City of Woodland

Date: _____

Date: _____

Approved as to Legal Form
And Sufficiency:

Approved as to Legal Form
And Sufficiency:
Funding Recipient Counsel

By _____
Robin Brewer,
Assistant General Counsel

By _____
Ethan Walsh
City Attorney

Date: _____

Date: _____



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.11
SUBJECT: Two New Storm Capital Infrastructure Projects - East Main Pump Station Emergency Generator Rehabilitation Project, CIP 22-02 & North Canal Pump Station Pipe Rehabilitation Project, CIP 22-08; and Appropriate Project Funding

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

- 1.) Create a new capital project, the East Main Pump Station Emergency Generator Rehabilitation Project, CIP 22-02; and appropriate \$50,000 from Fund 221, Storm Drainage; and
- 2.) Create a new capital project, the North Canal Pump Station Pipe Rehabilitation Project, CIP 22-08; and appropriate \$180,000 from Fund 221, Storm Drainage

Staff Contact:

Chris Fong, Senior Associate Civil Engineer, (530) 661-5972, chris.fong@cityofwoodland.org

Fiscal Impact:

The City's stormwater system is consistently and significantly underfunded, with residential user fees at only \$0.48 per month since the early 1990s. These user fees not only fall short of covering ongoing operating costs, but any major capital repairs or construction do not have any identified funding sources. As a result, any major maintenance projects needed for the stormwater system are paid for by either the General Fund or other discretionary funding sources.

The budgets for both of the proposed stormwater projects, the East Main Pump Station (EMPS) Emergency Generator Rehabilitation Project and the North Canal Pump Station (NCPS) Pipe Rehabilitation Project, have been identified to be funded from the City's allotment of American Rescue Plan Act (ARP) Funds. The ARP funds will be transferred to the City's Storm Drainage Enterprise Fund (Fund 221), and actual construction and expenditure of this money will occur in that fund; as such, additional appropriations are required.

Background:

City staff is continually assessing the condition of the city's stormwater system and have identified two projects that need to be addressed. The emergency generator at the City's East Main Pump Station, located at 2395 E. Main Street, at the eastern edge of the City, is over 30 years old, has numerous issues, and has reached the end of its useful life. The North Canal Pump Station, also located at 3295 E. Main Street, has 2-42 inch diameter welded steel discharge pipes that have severe corrosion issues. Both stormwater pump stations are critical to the city's stormwater infrastructure. As the topography of the city is flat, all stormwater needs to be pumped in order for the city to properly drain.

Discussion:

All of the City's stormwater drains to a single outfall located just to the east of the City limits on E. Main Street. The City has three stormwater pump stations at this location: the North Regional Pond Pump Station (NRPS) which pumps stormwater from the southeast portion of the City; the East Main Pump Station (EMPS) which pumps stormwater from the central portion of the City; and the North Canal Pump Station (NCPS) which pumps stormwater from the northern portion of the City.

East Main Pump Station (EMPS) Emergency Generator Rehabilitation Project, CIP 22-02:

The project generally includes evaluating the EMPS emergency generator and electrical components to assess ongoing reliability and any needed rehabilitation. Given the age of the generator and electrical components, it is probable that the analysis would recommend replacement or rehabilitation of the generators and electrical components. The NCPS emergency generator, also located at this site, is older than the EMPS generator but currently in a somewhat better working order. However, since an evaluation of the EMPS generator and electrical components will be conducted, the City plans to evaluate the NCPS generator and electrical components at the same time. Generators generally have an expected useful life of 20 years, at which point they may require rehabilitation or replacement to ensure reliability.

There is currently insufficient funds to rehabilitate or replace a generator, so the project's goal is to identify the existing deficiencies and to provide the necessary information for the City to pursue additional funding.

North Canal Pump Station (NCPS) Pipe Rehabilitation Project, CIP 22-08:

The project generally includes exposing the stormwater discharge pipes (both externally and internally) to ascertain the extent of the corrosion, including the portion of the pipes that are located beneath the Cache Creek Settling Basin access road, and then sandblasting and recoating them. The new coating system would have an expected 20 year design life.

After the significant storms in late October 2021, City staff observed 3 pin-hole leaks in one of the pipes and a leaky gasket in the other pipe. Neither conditions were observed before the October 2021 storms and further elevates the need to address the corrosion issues. Delays in dealing with the corrosion may result in significantly higher costs to address them in the future. Failure of both discharge pipes would result in there being no ability for the City to pump stormwater out of the northern portion of the City.

Conclusion:

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

- 1.) Create a new capital project, the East Main Pump Station Emergency Generator Rehabilitation Project, CIP 22-02; and appropriate \$50,000 from Fund 221, Storm Drainage; and
- 2.) Create a new capital project, the North Canal Pump Station Pipe Rehabilitation Project, CIP 22-08; and appropriate \$180,000 from Fund 221, Storm Drainage,

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Brent Meyer, CDD Director/City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
CREATING TWO STORMWATER INFRASTRUCTURE PROJECTS: THE EAST
MAIN PUMP STATION EMERGENCY GENERATOR REHABILITATION PROJECT,
CIP 22-02 & THE NORTH CANAL PUMP STATION PIPE REHABILITATION
PROJECT, CIP 22-08, AND APPROPRIATE PROJECT FUNDING**

WHEREAS, on March 11, 2021 the American Rescue Plan Act of 2021 (ARP) was signed into law and the City has received some of those funds that can be spent on a number of items including infrastructure; and

WHEREAS, the City of Woodland has identified certain deficiencies in our stormwater infrastructure that can be funded with ARP funds; and

WHEREAS, the City of Woodland wishes to create a capital project to address emergency generator deficiencies at the East Main Pump Station, CIP 22-02; and

WHEREAS, the City of Woodland wishes to create a capital project to address drainage pipe deficiencies at the North Canal Pump Station, CIP 22-08; and

WHEREAS, the City Council wishes to appropriate \$50,000 from Fund 221, Storm Drainage to CIP 22-02, and

WHEREAS, the City Council wishes to appropriate \$180,000 from Fund 221, Storm Drainage to CIP 22-08.

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

Section 1. The City Council hereby approves the creation of CIP 22-02, the East Main Pump Station Emergency Rehabilitation Project; and

Section 2. The City Council hereby approves the creation of CIP 22-08, the North Canal Pump Station Pipe Rehabilitation Project; and

Section 3. The City Council hereby approves an appropriation of \$50,000 in FYI 22 from Fund 221, Storm Drainage to CIP 22-02, East Main Pump Station Emergency Generator Rehabilitation Project.

Section 4. The City Council hereby approves an appropriation of \$180,000 in FYI 22 from Fund 221, Storm Drainage to CIP 22-08, North Canal Pump Station Pipe Rehabilitation Project.

PASSED AND ADOPTED this 10th day of May 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



EXHIBIT B:
Location of
EMPS & NCPS

Legend

COWGIS

Address Points



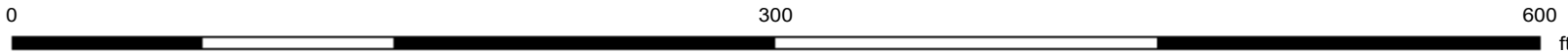
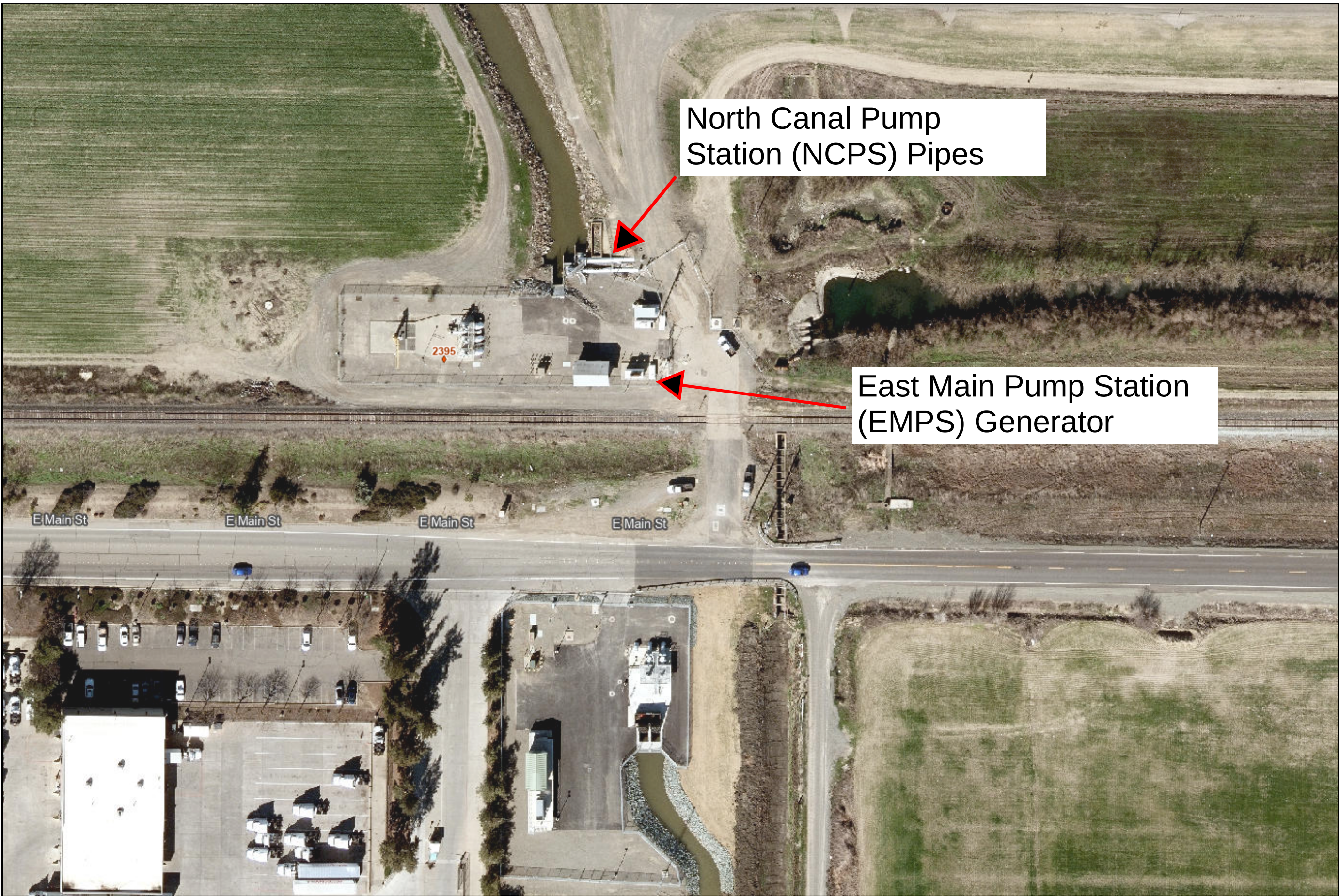
Aerial Imagery with Labels - 2021

- Red: Band_1
- Green: Band_2
- Blue: Band_3



Notes

Both the East Main Pump Station and the North Canal Pump Station are Located at 2395 E. Main





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.12
SUBJECT: Approval of Final Maps 5162 & 5206 (Pioneer Village phases 1 & 2) and Related Subdivision Improvement Agreements.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council to 1) approve Final Subdivision Map 5162, Pioneer Village Phase 1, and Final Subdivision Map 5206, Pioneer Village Phase 2; and 2) approve the related Subdivision Improvement Agreement and authorize the City Manager to sign on behalf of the City; and 3) authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Staff Contact:

Ed Wisniewski, Senior Civil Engineer - (530) 661-5820, ed.wisniewski@cityofwoodland.org

Fiscal Impact:

This project's processing costs were covered by fees. In addition, at buildout, the 231 lots are estimated to generate approximately \$7.6 million in development impact fees.

There is no impact to the General Fund.

Background:

On November 5, 2019, City Council approved the tentative map 5162 Pioneer Village for 231 single-family lots and 4.1 acres of multi-family housing. Final subdivision map 5162, Pioneer Village Phase 1, creates 111 of the single-family lots. Final subdivision map 5206, Pioneer Village Phase 2, creates the remaining 120 lots.

The property owner, AG Essential Housing CA 2, L.P., and the Developer, Lennar Homes of California, LLC, have completed all conditions required for approval of the final maps, and is requesting that the City approve Final Subdivision Map (SM) No. 5162, Pioneer Village Phase 1, and Final Subdivision Map (SM) No. 5206, Pioneer Village Phase 2, and the associated Subdivision Improvement Agreement.

Discussion:

The final maps, improvement plans, and related documents have been reviewed by staff and found to be technically correct and consistent with the tentative map, project development agreement, and conditions of approval.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council to 1) approve Final Subdivision Map 5162, Pioneer Village Phase 1, and Final Subdivision Map 5206, Pioneer Village Phase 2; and 2) approve the related Subdivision Improvement Agreement and authorize the City Manager to sign on behalf of the City; and 3) authorize the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Prepared by: Ed Wisniewski, Senior Civil Engineer

Reviewed by: Brent Meyer, Community Development Director/ City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Subdivision Improvement Agreement
3. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING FINAL MAPS 5162 AND 5206 (PIONEER VILLAGE, PHASE 1 & 2) AND
A SUBDIVISION IMPROVEMENT AGREEMENT WITH LENNAR HOMES OF
CALIFORNIA AND AG ESSENTIAL HOUSING CA 2, L.P. FOR CONSTRUCTION OF
SUBDIVISION IMPROVEMENTS**

WHEREAS, City Council approved tentative map 5162 and Development Agreement on November 5, 2019 with map conditions of approval and an associated Development Agreement; and

WHEREAS, Lennar Homes of California, has completed the conditions of approval and has filed for two final maps for 111 (SM-5162, phase 1) and 120 lots (SM-5206, phase 2); and

WHEREAS, the City of Woodland has reviewed the maps and determined that they are technically correct and that the conditions of approval have been met; and

WHEREAS, the City Council wishes to approve Final Map 5162, Pioneer Village Phase 1 and Final Map 5206, Pioneer Village Phase 2, which make up the whole of tentative map 5162, and the associated Subdivision Improvement Agreement through the adoption of this Resolution.

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

Section 1. The City Council hereby approves Final Map 5162 Pioneer Village Phase 1 and Final Map 5206, Pioneer Village Phase 2, and directs the City Clerk to sign the map and for the City Engineer to forward the map to the County Tax Collector for processing prior to recording with the Yolo County Clerk-Recorder.

Section 2. The City Council hereby approves the Subdivision Improvement Agreement. The City Manager is hereby authorized and directed to sign the Agreement, and the City Manager is authorized to amend the agreement to grant time extensions to the agreement if necessary.

Section 3. A copy of the Subdivision Improvement Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 10th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Myra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF WOODLAND
300 First Street
Woodland, California 95695
ATTN: City Clerk

(Exempt from Filing Fees – Government Code § 2783)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
SUBDIVISION MAP NO. 5162 and 5206

between

THE CITY OF WOODLAND

a California municipal corporation

and

AG ESSENTIAL HOUSING CA 2, L.P.

A Delaware limited partnership

and

LENNAR HOMES OF CALIFORNIA, LLC

a California Limited Liability Company

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

SUBDIVISION MAP NO. 5162 and 5206

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 2022, by and between the CITY OF WOODLAND, a California municipal corporation (“City”) AG Essential Housing CA 2, L.P., a Delaware limited partnership (“Owner”), and Lennar Homes of California, LLC., a California limited liability company (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS

A. Owner’s tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”), was conditionally approved by the Woodland City Council on November 5, 2019. The tentative subdivision map is identified in City records as Subdivision Map No. 5162 (“Map”).

B. Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement, with the consent of Owner.

C. Developer has submitted and requests approval of Final Map No. 5162 and 5206, which relates, in whole or in part, to the subdivision proposed by Developer’s Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by Chapter 16 of the Woodland Municipal Code, the Subdivision Map Act (California Government Code Section 66410, et seq.) (“Map Act”), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to Chapter 16 of the Woodland Municipal Code and the applicable provisions of the Map Act, Developer, Owner and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Owner’s and Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for the Property.

G. The development of the Property is also subject to the terms and conditions of a development agreement, approved by the Woodland City Council on November 5, 2019.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Owner and Developer execute and record this Agreement in the Recorder's Office of the County of Yolo; (c) the City Council of the City of Woodland ("City Council") approves the final map for the Property; and (d) Owner records the final map for the Property in the Recorder's Office of the County of Yolo. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Subject to Section 2.3, herein, where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or ensure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the

plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. At a minimum, the construction manager shall be onsite 2-3 times/week and will be available to attend weekly jobsite meetings with the City. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping Prior to Acceptance by City. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall

be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements by September 21, 2022 or before any certificates of occupancy are issued for any lots within the Property, whichever is earlier. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City Council may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City.

It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.

In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the

improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Woodland, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails

to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Yolo, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Security: Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and Chapter 21 of the Woodland Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement.

11.1 Faithful Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in

default as set forth in Section 9.0, *et seq.*, of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Twenty-Two Million Three Hundred Ninety-Five Thousand, Five Hundred Sixty Dollars (\$22,395,560), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under Section 13.0 herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined below), or any extension thereof as provided in Section 13.3 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

11.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Eleven Million One Hundred Ninety-Seven Thousand Seven Hundred Eighty Dollars (\$11,197,780), which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Guarantee and Warranty Bond. Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer but shall not be responsible for routine maintenance after acceptance by City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements that have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section shall survive the expiration or termination of this Agreement.

Prior to execution of this Agreement, Developer shall provide City with an irrevocable guarantee and warranty bond in the amount of ten percent (10%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

11.4 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

11.5 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

13.0 Indemnification. Owner and Developer shall jointly and severally defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees,

and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Owner's and Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

14.0 Insurance.

14.1 Types: Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

14.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. 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; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

14.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

14.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required

by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

14.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. 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 of this Agreement.

14.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing 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.

14.3 Certificates: Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

14.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

14.5 Endorsements.

14.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

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 this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

Primary 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.

Severability: In the event 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 the claim is made 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.

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 City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

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

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

14.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

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

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 City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

14.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

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 City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer or City and Owner. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor, or subcontractor of City.

17.0 General Provisions.

17.1 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.

17.2 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.

17.3 Construction; References; Captions. 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. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, 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 captions 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.

17.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:	DEVELOPER:	OWNER:
City of Woodland	Lennar Homes of California, LLC	AG Essential Housing CA 2, L.P.
300 First Street	1025 Creekside Ridge, Suite #240	8585 E. Hartford Dr, Suite 118
Woodland, CA 95695	Roseville, CA 95678	Scottsdale, AZ 85255
Attn: City Engineer	Attn: Division President	

A copy of any notice sent to the owner, AG Essential Housing CA 2, L.P., shall be sent to the following address:

Quarles & Brady LLP
Two North Central Avenue
Phoenix, AZ 85004
Attn: Jason F. Wood

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

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

17.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

17.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's

obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

17.8 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. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

17.10 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.

17.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Yolo, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

17.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual

attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

17.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

17.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

17.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph 17.13 shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

17.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work to be performed under this Agreement by Developer is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Developer and its contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

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

CITY OF WOODLAND

By _____
Ken Hiatt, City Manager

**AG ESSENTIAL HOUSING CA 2, L.P.
a Delaware limited partnership**

By: AGWIP Asset Management, LLC,
Authorized Agent of AG Essential
Housing CA 2, L.P.

By: Steven S. Benson
Steven S. Benson, Manager

ATTEST:

By: _____
Ana Gonzalez, City Clerk

LENNAR HOMES OF CALIFORNIA, LLC

By: [Signature]
Signature

Larry Gualco
Print Name

VP
Title

NOTE: OWNER'S, DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

STATE OF ARIZONA}

COUNTY OF MARICOPA}

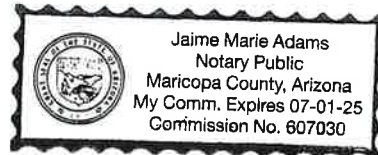
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Arizona, on this day personally appeared Steven J. Benson, Manager of AGWIP Asset Management, LLC, an Arizona limited liability company, Authorized Agent of AG Essential Housing CA 2, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that () he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

Given under my hand and seal of office this 22 day of April, 2022.

Jaime Marie Adams

Notary's Signature

Jaime Marie Adams



Name typed or printed

07/01/2025

Commission Expires

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Placer } ss.

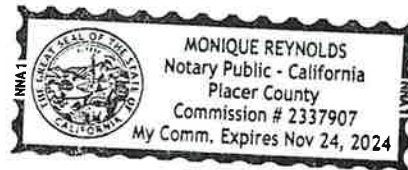
On May 3, 2022 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Monique Reynolds
Signature
My Commission Expires Nov. 24, 2024



OPTIONAL INFORMATION

Date of Document _____
Type or Title of Document _____
Number of Pages in Document _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

**SUBDIVISION NO. 5162 and 5206 – PIONEER VILLAGE PHASE 1 AND 2
SUBDIVISIONS OF REAL PROPERTY IN THE CITY OF WOODLAND, COUNTY OF
YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:**

APN: 042-580-092 and 093

A-1

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 5162 AND 5206

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

Streets, Utilities, Lights, Signing, and appurtenances as shown on the Plans listed below and incorporated into this agreement by reference:

- Improvement Plans for Pioneer Village Phase 1 (Subdivision No. 5162)
- Improvement Plans for Pioneer Village Phase 2 (Subdivision No. 5206)
- Offsite Improvement Plans for Pioneer Village Ph 1 – Pioneer Avenue
- Offsite Improvement Plans for Pioneer Village Ph 1 – Gibson Road/Harry Lorenzo/Bourn Drive Intersection and Signal Improvements
- Offsite Improvement Plans for Pioneer Village Ph 2-- Farmers Central Road

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 5162 AND 5206

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

Pioneer Village Phase 1

Bond No.: 024253159

Surety: Liberty Mutual Insurance Company

Attorney-in-fact: Amanda Turman-Avina

Address: 175 Berkeley St

Boston, MA 02116

Faithful Performance Bond: \$10,361,670.00

Payment Bond: \$5,180,835.00

Guarantee and Warranty: \$1,036,167.00

Pioneer Village Phase 1 - Offsite

Bond No.: ES00008111

Surety: Everest Reinsurance Company

Attorney-in-fact: Amanda Turman-Avina

Address: 477 Martinsville Road

Liberty Corner, NJ 07938

Faithful Performance Bond: \$4,538,710.00

Payment Bond: \$2,269,355.00

Guarantee and Warranty: \$453,871.00

Pioneer Village Phase 2

Bond No.: 024254992

Surety: Liberty Mutual Insurance Company

Attorney-in-fact: Amanda Turman-Avina

Address: 175 Berkeley St, Boston, MA 02116

Faithful Performance Bond: \$6,568,980.00

Payment Bond: \$3,284,490.00

Guarantee and Warranty: \$656,898.00

Pioneer Village Phase 2 - Offsite

Bond No.: 02424993

Surety: Liberty Mutual Insurance Company

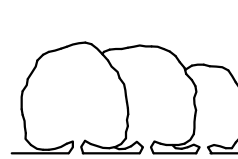
Attorney-in-fact: Amanda Turman-Avina

Address: 175 Berkeley St, Boston, MA 02116

Faithful Performance Bond: \$926,200.00

Payment Bond: \$463,100.00

Guarantee and Warranty: \$90,620.00



City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

To Sacramento →

I-5



**PIONEER VILLAGE PH. 1 & 2
SM 5162 & 5206**



Main Street

East Main Street

College Street

East Street

Bourne Drive

Gibson Road

East Gibson Road

Matmor Rd.

Sports Park Dr.

Harry Lorenzo Ave

Pioneer Avenue

Farmers Central Road

Hunt Street

Parkland Avenue

Heritage Parkway

HWY 113

→ To Davis



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.13
SUBJECT: Third Amendment to Landscape Maintenance Contracts with Dominguez Landscape Services, Inc. and Figueroa Landscape Company

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ and Resolution No. _____, authorizing the City Manager to execute the third contract amendments to two City Landscape Maintenance contracts. The third amendment to the contract with Dominguez Landscape Services, Inc. is for the amount of \$714,828.88 per year, through June 30, 2024, for services in Zones 1 & 2. The third amendment to the contract with Figueroa Landscape Company is for the amount of \$380,291.44 per year, through June 30, 2024, for services in Zone 3.

Staff Contact:

Jenna Moncrief, Management Analyst, (530) 661-2023, Jenna.Moncrief@Cityofwoodland.org

Fiscal Impact:

The total cost of the landscape maintenance contract amendment with Dominguez Landscape Services is \$714,828.88 per year. This amount includes the cost of the landscape maintenance (\$704,828.88) as well as an additional contingency of up to \$10,000 per year. The contingency funding will be available for unanticipated landscape and maintenance services. Approximately 70% of the cost of landscape maintenance (\$493,874.52) is funded by the General Fund for landscaping and parks maintenance. The remaining cost (\$210,954.36) is funded out of lighting and landscape districts (L&L) and enterprise funds.

The total cost for the landscape maintenance contract with Figueroa Landscape Company is \$380,291.44. This amount includes the cost of the landscape maintenance (\$370,291.44) as well as an additional contingency of up to \$10,000 per year. The contingency funding will be available for unanticipated landscape and maintenance services. Funding for the entirety of this contract will be from the Spring Lake L&L.

The funding for both contracts will be included in the proposed FY23 budget.

Background:

On May 21, 2019, through Resolution No. 7278, the City Council authorized a contract with Dominguez Landscape Services, Inc. for landscape maintenance services in City maintenance "Zone 1" and "Zone 2". Services provided under this contract include maintenance of parks, City facilities, sound wall vegetation, median strips, and lighting and landscaping districts with a total annual cost of \$624,168.88. The original contract included the landscape areas that were constructed, and the City's responsibility to maintain, at the time into which the maintenance contract was entered.

Also on May 21, 2019, through Resolution No. 7279, the City Council authorized a contract with Figueroa Landscape Company for landscape maintenance services in City maintenance "Zone 3", better known as Spring Lake. Services provided under this contract include maintenance of parks, City facilities, sound wall vegetation, median strips, and lighting and landscaping districts with a total annual cost of \$225,003.16. The original contract included the landscape areas that were constructed, and the City's responsibility to maintain, at the time into which the maintenance contract was entered.

Both actions taken by Council on May 21, 2019 included language in the approved contract for the term of the agreement to be for one year (through June 30, 2020), with an option to extend the term of the agreements for

an additional two, two year terms. The contract amendments presented here are for the second two-year extension, through June 20, 2024.

On December 17, 2019, through Resolution No.7386, the City Council authorized a contract amendment to the Landscape Maintenance contract with Figueroa Landscape Company (Amendment 1). The contract amendment added several new landscape areas, totaling 11.55 acres, in the Spring Lake L&L to be maintained by Figueroa Landscape Company. This increased the contract amount to \$294,168.16.

On June 2, 2020, through Resolution No. 7473, the City Council authorized a contract amendment to the Landscape Maintenance contract with Dominguez Landscape Services, Inc. (Amendment 1). The contract amendment added one new landscape area to be maintained. Additionally, the level of service of the landscapes surrounding the Woodland Public Library was increased. This increased the contract amount to \$670,968.88.

Through Resolution 7546, the City Council ratified a contract amendment, executed June 25, 2020, to the Landscape Maintenance contract with Dominguez Landscape Services, Inc. (Amendment 2). The contract amendment extended the contract for an additional two years, through June 30, 2022.

Through Resolution 7547, the City Council ratified a contract amendment, executed June 25, to the Landscape Maintenance contract with Figueroa Landscape Company (Amendment 2). The contract amendment extended the contract for an additional two years, through June 30, 2022.

Funding for contract services comes from the General Fund, as well as various landscape and lighting districts.

Discussion:

In Zones 1 & 2, with the construction of a new residential development in the Country Oaks subdivision, additional public landscapes have been completely built. In addition, with the development of the East Main Street Improvement Project, additional landscapes are being built. In Zone 3, with construction of new residential developments in the Spring Lake area moving at a rapid pace, additional public landscape areas will need to be added to the City's landscape maintenance contract.

The City is responsible for maintaining these newly constructed landscape areas once they have been accepted by the City Council and the 90-day warranty period is completed. As the City contracts with Dominguez Landscape Services, Inc. to complete this responsibility in Zones 1 & 2, and with Figueroa Landscape Company in Zone 3, the new landscapes will need to be added to the respective existing contracts as they come online. Landscapes included in these amendments are anticipated to become the City's responsibility before the end of the current contract.

The amendment for Zones 1 & 2 will increase the compensation of the current contract with Dominguez Landscape Services, Inc. by an additional \$43,860, for a not to exceed amount of \$714,828.88. The amendment for Zone 3 will increase the compensation of the current agreement with Figueroa Landscape Company by an additional \$86,123.28, for a not to exceed amount of \$380,291.44. These costs will be ongoing and next year's costs to maintain these landscapes have been incorporated into the proposed FY23 Budget.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____ and Resolution No. _____, authorizing the City Manager to execute the third contract amendments to two City Landscape Maintenance contracts. The third amendment to the contract with Dominguez Landscape Services, Inc. is for the amount of \$714,828.88 per year, through June 30, 2024, for services in Zones 1 & 2. The third amendment to the contract with Figueroa Landscape Company is for the amount of \$380,291.44 per year, through June 30, 2024, for services in Zone 3.

Prepared by: Jenna Moncrief, Management Analyst

Reviewed by: Christine Engel, Community Services Director

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Zones 1 & 2 Third Amendment
2. Dominguez 3rd AMENDMENT Reso
3. Zone 3 Third Amendment
4. Figueroa 3rd AMENDMENT Reso

THIRD AMENDMENT TO
LANDSCAPE AND MAINTENANCE
SERVICE AGREEMENT – ZONE 1 & 2

THIS THIRD AMENDMENT TO THE LANDSCAPE AND MAINTENANCE SERVICE AGREEMENT FOR ZONES 1 & 2 (“Third Amendment”) is entered into this ____ day of May, 2022, by and between the CITY OF WOODLAND, a California municipal corporation (“City”), and DOMINGUEZ LANDSCAPE SERVICES INC., a California Corporation with its principal place of business at 8376 Rovana Circle, Sacramento, CA 95828 (“DOMINGUEZ”), on the terms and conditions set forth below.

WHEREAS, DOMINGUEZ has been performing landscape maintenance services, for the City of Woodland since July 2019 pursuant to an agreement entered into between the City and DOMINGUEZ (“Agreement”); and

WHEREAS, CITY and DOMINGUEZ executed a First Amendment to the Agreement on June 2, 2020 to revise the scope of service, schedule of service and provide additional compensation; and

WHEREAS, CITY and DOMINGUEZ executed a Second Amendment to the Agreement on June 25, 2020 to extend the terms of the agreement for an additional two years, through June 30, 2022; and

WHEREAS, CITY and DOMINGUEZ now desire to amend the agreement to include a revised scope of services and to provide additional compensation based on the proposals submitted by DOMINGUEZ and attached hereto as Exhibit “A-6” and Exhibit “B-2”; and

WHEREAS, CITY and DOMINGUEZ pursuant to the original agreement and council authorization, now desire to extend the terms of the agreement for two additional years, through June 30, 2024.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, DOMINGUEZ and CITY hereby agree as follows:

Section 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 Third Amendment as if set forth in full.

Section 2. Amendment to Section 3.1.1 of the Agreement. The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.1.1 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 professional landscape maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit

“A: A-1 – A-6” 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.

Section 3. Amendment to Section 3.1.2 of the Agreement. The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.1.2 Term. The term of this Agreement shall commence July 1, 2019 through June 30, 2024, 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.

Section 4. Amendment to Section 3.2.2 of the Agreement. The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit A: A-1 – A-6 attached hereto and incorporated herein by reference. 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.

Section 5. Amendment to Section 3.3.1 of the Agreement. The Agreement is hereby deleted in its entirety and replaces with a new Section to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, B-1 and B-2 attached hereto and incorporated herein by reference. The total compensation shall not exceed SEVEN-HUNDRED AND FOURTEEN THOUSAND, EIGHT-HUNDRED AND TWENTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$714,828.88) without written approval of City’s Community Services Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. In no event, however, shall the Extra Work exceed TEN-THOUSAND DOLLARS (\$10,000).

Section 6. Amendment to Exhibit A. Exhibit A is hereby amended to add A-6, an additional scope of work.

Section 7. Amendment to Exhibit B. Exhibit B is hereby amended to add B-2, an additional rate sheet for the scope of work set forth in Exhibit A-6.

Section 8. Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force

and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement and Amendments amended by the First Amendment, Second Amendment, and this Third Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Landscape Maintenance Services Agreement effective on the day and year first written above.

CITY OF WOODLAND

DOMINGUEZ LANDSCAPE COMPANY

By: _____
Ken Hiatt
City Manager

By: _____
President

Date Signed: _____

Date Signed: _____

Attest:

Ana Gonzalez
City Clerk

Approved as to Form:

Ethan Walsh
Best Best & Krieger LLP
City Attorney

EXHIBIT A-6

Scope of Work

Zone 1

Site	Mode	Area (Square Feet)	Area (Acres)
Country Oaks	II	8,166	0.19
E. Main St. Improvements	II	14,504	0.33
TOTAL ADDITIONAL AREA:		22,760	0.52

EXHIBIT B-2

Compensation

Site	Mode	Monthly Cost	Annual Cost
Country Oaks	II	\$235	\$2,820
E. Main St. Improvements	II	\$3,215	\$41,040
TOTAL ADDITIONAL COMPENSATION:		\$3,450	\$43,860

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE
LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH DOMINGUEZ
LANDSCAPE SERVICES, INC. FOR ZONES 1 & 2**

WHEREAS, the CITY OF WOODLAND (“City”) strives to maintain our parks and landscaping areas in a manner that promotes safety and enhances quality of life; and

WHEREAS, the City entered into a professional services agreement (“Agreement”) with DOMINGUEZ LANDSCAPE SERVICES, INC. (“Dominguez”) on July 1, 2019 for maintenance of City-owned landscapes in maintenance “Zone 1” and “Zone 2”; and

WHEREAS, the City and Dominguez amended the Agreement to add additional landscape areas (Amendment 1); and

WHEREAS, the City and Dominguez amended the Agreement to extend the terms of the Agreement through June 30, 2022 (Amendment 2); and

WHEREAS, the City has become responsible for the maintenance of additional landscapes in Zone 1; and

WHEREAS, the City and Dominguez now desire to amend the Agreement to extend the terms of the Agreement for two additional years, through June 30, 2024 and to include the scope of work and compensation for additional landscapes as further defined in Exhibits “A-6” and “B-2” in the contract amendment; and

WHEREAS, funding in support of this Agreement is included in the proposed FY23 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby authorizes the City Manager to execute the Third Amendment to the Agreement with Dominguez for Zones 1 & 2 in the amount of, SEVEN-HUNDRED AND FOUR THOUSAND, EIGHT-HUNDRED AND TWENTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$704,828.88) per year, with a not-to-exceed contract amount of SEVEN-HUNDRED AND FOURTEEN THOUSAND, EIGHT-HUNDRED AND TWENTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$714,828.88) per year. The City Attorney is hereby authorized to make clarifying and confirming changes to the Third Amendment provided that the total amount of the Third Amendment does not change.

PASSED AND ADOPTED by the City Council this 10th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney

THIRD AMENDMENT TO
LANDSCAPE AND MAINTENANCE
SERVICE AGREEMENT – ZONE 3

THIS THIRD AMENDMENT TO THE LANDSCAPE AND MAINTENANCE SERVICE AGREEMENT FOR ZONE 3 (“Third Amendment”) is entered into this ____ day of May, 2022, by and between the CITY OF WOODLAND, a California municipal corporation (“City”), and FIGUEROA LANDSCAPE COMPANY, a California corporation (“FIGUEROA”), on the terms and conditions set forth below.

WHEREAS, FIGUEROA has been performing landscape maintenance services, for the City of Woodland since July 2019 pursuant to an agreement entered into between the City and FIGUEROA (“Agreement”); and

WHEREAS, CITY and FIGUEROA executed a First Amendment to the Agreement on December 17, 2019 to revise the scope of service, schedule of service and provide additional compensation; and

WHEREAS, CITY and FIGUEROA executed a Second Amendment to the Agreement on June 25, 2020 to extend the terms of the agreement for an additional two years, through June 30, 2022; and

WHEREAS, CITY and FIGUEROA now desire to amend the agreement to include a revised scope of services and to provide additional compensation based on the proposals submitted by FIGUEROA and attached hereto as Exhibit “A-6” and Exhibit “B-2”; and

WHEREAS, CITY and FIGUEROA pursuant to the original agreement and council authorization, now desire to extend the terms of the agreement for two additional years, through June 30, 2024.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, FIGUEROA and CITY hereby agree as follows:

Section 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 Third Amendment as if set forth in full.

Section 2. Amendment to Section 3.1.1 of the Agreement. The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.1.1 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 professional landscape maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A: A-1 – A-6” 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.

Section 3. Amendment to Section 3.1.2 of the Agreement. The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.1.2 Term. The term of this Agreement shall commence July 1, 2019 through June 30, 2024, 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.

Section 4. Amendment to Section 3.2.2 of the Agreement. The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit A: A-1 – A-6 attached hereto and incorporated herein by reference. 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.

Section 5. Amendment to Section 3.3.1 of the Agreement. The Agreement is hereby deleted in its entirety and replaces with a new Section to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B, B-1 and B-2 attached hereto and incorporated herein by reference. The total compensation shall not exceed THREE-HUNDRED AND EIGHTY THOUSAND, TWO-HUNDRED AND NINETY-ONE DOLLARS AND FORTY FOUR CENTS (\$380,291.44) without written approval of City's Community Services Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. In no event, however, shall the Extra Work exceed TEN-THOUSAND DOLLARS (\$10,000).

Section 6. Amendment to Exhibit A. Exhibit A is hereby amended to add A-6, an additional scope of work.

Section 7. Amendment to Exhibit B. Exhibit B is hereby amended to add B-2, an additional rate sheet for the scope of work set forth in Exhibit A-6.

Section 8. Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement"

appears in the Agreement, it shall mean the Agreement and Amendments amended by the First Amendment, Second Amendment, and this Third Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Landscape Maintenance Services Agreement effective on the day and year first written above.

CITY OF WOODLAND

FIGUEROA LANDSCAPE COMPANY

By: _____
Ken Hiatt
City Manager

By: _____
President

Date Signed: _____

Date Signed: _____

Attest:

Ana Gonzalez
City Clerk

Approved as to Form:

Ethan Walsh
Best Best & Krieger LLP
City Attorney

EXHIBIT A-6

Scope of Work

Site	Mode	Area (Square Feet)	Area (Acres)
Springlake Central Ph3	II	7,745	0.18
Parkland Extension	II	44,340	1.02
Beeghly Ranch	II	30,798	0.71
Parkside 3	II	22,125	0.51
Pioneer Village Ph1	II	65,126	1.50
Pioneer Village Ph2	II	41,905	0.96
Pedestrian Overcrossing	II	52,653	1.21
TOTAL ADDITIONAL AREA:		264,692	6.08

EXHIBIT B-2

Compensation

Site	Mode	Monthly Cost	Annual Cost
Springlake Central Ph3	II	\$232.55	\$2,790.60
Parkland Extension	II	\$745.05	\$8,940.60
Beeghly Ranch	II	\$1,085.95	\$13,019.40
Parkside 3	II	\$663.75	\$7965.00
Pioneer Village Ph1	II	\$1,807.18	\$21,686.16
Pioneer Village Ph2	II	\$1,063.87	\$12,766.44
Pedestrian Overcrossing	II	\$1,579.59	\$18,955.08
TOTAL ADDITIONAL COMPENSATION:		\$7,176.94	\$86,123.28

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

WHEREAS, the CITY OF WOODLAND (“City”) strives to maintain our parks and landscaping areas in a manner that promotes safety and enhances quality of life; and

WHEREAS, the City entered into a professional services agreement (“Agreement”) with Figueroa Landscape Company. (“Figueroa”) on July 1, 2019 for maintenance of City-owned landscapes in maintenance “Zone 3”; and

WHEREAS, the City and Figueroa amended the Agreement to add additional landscape areas (Amendment 1); and

WHEREAS, the City and Figueroa amended the Agreement to extend the terms of the Agreement through June 30, 2022 (Amendment 2); and

WHEREAS, the City has become responsible for the maintenance of additional landscapes in Zone 3; and

WHEREAS, the City and Figueroa now desire to amend the Agreement to extend the terms of the Agreement for two additional years, through June 30, 2024 and to include the scope of work and compensation for additional landscapes as further defined in Exhibits “A-6” and “B-2” in the contract amendment; and

WHEREAS, funding in support of this Agreement is included in the proposed FY23 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby authorizes the City Manager to execute the Third Amendment to the Agreement with Figueroa for Zone 3 in the amount of, THREE-HUNDRED AND SEVENTY THOUSAND, TWO-HUNDRED AND NINETY-ONE DOLLARS AND FORTY FOUR CENTS (\$370,291.44) per year, with a not-to-exceed contract amount of THREE-HUNDRED AND EIGHTY THOUSAND, TWO-HUNDRED AND NINETY-ONE DOLLARS AND FORTY FOUR CENTS (\$380,291.44) per year. The City Attorney is hereby authorized to make clarifying and confirming changes to the Third Amendment provided that the total amount of the Third Amendment does not change.

PASSED AND ADOPTED by the City Council this 10th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.14
SUBJECT: Final Acceptance and Notice of Completion for 2021 ADA Improvement Project, CIP 20-09 & 21-06

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the 2021 ADA Improvement Project, CIP 20-09 & 21-06, as complete and authorizing the City Clerk to file a Notice of Completion.

Staff Contact

Justin Lau, Junior Engineer, (530) 661-5960, Justin.lau@cityofwoodland.org

Fiscal Impact

The total project budget is \$455,000 as identified in the current Capital Budget as CIP 20-09 & 21-06. The project funding is \$405,000 in Community Development Block Grant (CDBG) funding and \$50,000 in Water Enterprise Funds to fund improvements associated with water utility conflicts.

There is no impact to the General Fund.

Background

The City of Woodland applies for CDBG funds annually from the United States Department of Housing and Urban Development (HUD). CDBG funds must be used for activities that assist lower-income persons and to eliminate conditions of blight from the community.

In 2020, the Engineering Division applied for and received \$405,000 in CDBG grant funding for access improvements for persons with disabilities to various locations within the City.

Discussion

The City Council authorized bid advertisement of the Project on April 20, 2021. The construction contract was executed on June 11, 2021 with MCE Corporation. Construction began on July 6, 2021 and is now complete and ready for acceptance.

The project locations that were constructed were along the City's priority route, which is coordinated with YoloBus routes. These routes connect government buildings, medical facilities, parks, schools and other high-use facilities throughout the city.

One change order was executed throughout the course of the project with a net change in the amount of - \$6,945. This change order accounts for extra asphalt work needed to complete the project and the deduction for liquidated damages due to delays caused by the contractor. This represents approximately -3% of the original contract value, which is below the approved 15% construction contingency of \$40,543.

The final project cost breakdown is as follows:

Design/Staff/Project Management	\$62,500.00
Construction	
Construction Contract	\$270,290.50
Change Orders	-\$6,945.00
Construction Management/Inspection	\$78,978.16
Total Construction	\$342,323.66
Total Project Costs	\$404,823.66
Total Project Budget	\$455,000.00

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, accepting the 2021 ADA Improvement Project, CIP 20-09 & 21-06, as complete and authorizing the City Clerk to file a Notice of Completion.

Prepared by: Justin Lau, Junior Engineer

Reviewed by: Brent Meyer, Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ACCEPT THE 2021 ADA IMPROVEMENT
PROJECT (CIP 20-09 & 21-06) CONSTRUCTION CONTRACT AS COMPLETE AND
AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION**

WHEREAS, the 2021 ADA Improvement Project (CIP 20-09 & 21-06) is fully funded in the Capital Budget for \$455,000; and

WHEREAS, the City Council authorized staff to bid the 2021 ADA Improvement Project, CIP 20-09 & 21-06 on April 20, 2021; and

WHEREAS, the construction contract was executed on June 11, 2021 with MCE Corporation; and

WHEREAS, construction began on July 6, 2021 and is now complete.

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

Section 1: The City Council hereby accepts 2021 ADA Improvement Project, CIP 20-09 & 21-06 as complete.

Section 2: The City Council hereby authorizes the City Clerk to file a Notice of Completion for the 2021 ADA Improvement Project, CIP 20-09 & 21-06.

PASSED AND ADOPTED this _____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: H.15
SUBJECT: 2022 Spring Lake Parks Project, CIP 20-03; Approve Plans and Specifications and Bid Authorization

Recommendation for Action: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the 2022 Spring Lake Parks Project, CIP 20-03; and
- 2) Appropriate \$370,000 of additional SLIF Parks & Recreation funding (Fund 640) to the project; and
- 3) Authorize the City Manager to execute a contract with Miracle Recreation-PlayPower, Inc. for the purchase of playground equipment for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$87,621.64; and
- 4) Authorize the City Manager to execute a contract with Park Planet for the purchase of the picnic shelter for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$36,034.28.
- 5) Authorize the City Manager to execute a contract with Public Restroom Company for the purchase of restroom for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$193,868.

Staff Contact:

Clara Olmedo, Associate Engineer, (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact:

The approved Capital Budget includes funding for three Spring Lake Parks: Jack Slaven, Rick Gonzales Sr. and Spring Lake Park. The current approved budget totals \$776,417 for the project consisting of \$300,000 SLIF Parks & Recreation funding (Fund 640) in FY2019/20 and \$476,417 in Spring Lake Capital funding (Fund 594) in FY2020/21. The \$776,417 existing in the project budget is anticipated to be sufficient to fund the cost of design for the three parks. Additional funding of \$370,000 is required to complete the cooperative purchasing program purchases for the project based on CMAS bids received; the additional funding is proposed to come from the Parks SLIF Fund. With the recommended action to appropriate \$370,000 of additional Parks SLIF Funds, the total project budget will increase to \$1,146,417.

The engineer's estimate of construction cost is \$6.3 million. The estimated total project cost is \$7.6 million and includes construction, construction contingency, design, inspection, and construction management costs. These costs are subject to change based on actual bid prices. An updated budget analysis will be prepared after receiving the bids. Depending on the fund balance in the Parks SLIF fund and the anticipated near term revenues, staff will evaluate if sufficient funding is available to award the entire project. Staff included a bid alternative in the bid package in the event that projected revenues are not sufficient to award the entire project. Over the past year construction costs have increased substantially. The current bidding climate remains volatile and staff is concerned that this may result bid costs exceeding the funding available to complete all three parks. This project was also planned assuming some internal borrowing based on healthy building permit revenues in the upcoming years. Now that interest rates have increased significantly, staff is unsure if we can continue to rely on these past assumptions.

Award of the Construction Contract will be presented to Council for approval in late June or early July, at which time the necessary additional funding for construction of the parks will be allocated to the Project.

Background:

The Spring Lake Specific Plan includes three neighborhood parks and a central park. The first neighborhood park, Jack Slaven Park, was built in 2010 and is located on Mickle Avenue and Ortiz Avenue. The construction of this park developed 6.7-acres of park improvements and left 1.3-acres undeveloped.

The first construction phase of Jack Slaven Park included:

- Splash Pad
- Multi-use turf area to accommodate youth soccer field
- Playground area and equipment for 2-5 aged and 5-12 aged children
- Benches, pathway lighting, drinking fountains
- Paved paths with connections to adjoining greenbelt network
- Group and small picnic shelters
- Restroom and maintenance building
- Low water use landscaping

The second construction phase will include:

- Dog Exercise Area
- Native Play Area
- Multi-use Sports Court

The second park, Rick Gonzales Sr. Park, was built in 2018 and is located on Mickle Avenue and Centennial Drive adjacent to Spring Lake Elementary School. This park is 10-acres, of which 7-acres were constructed with the first phase and 3-acres remain unimproved. It should be noted that the improvements at Rick Gonzales Sr. Park are included as a bid alternative. The improvements at this Park were selected as the location for the bid alternative because the existing park is already 7-acres and provides a significant amenity for the surrounding neighborhood. Spring Lake Park is only 2-acres, and with the surrounding neighborhoods soon to be completed, does not provide a adequate amenity for this area of Spring Lake. The work at Jack Slaven was determined to be too small in construction cost to ensure that the City could award the remaining work.

The first construction phase of Rick Gonzales Sr. Park included:

- 7-acre improvement area
- Multi-use turf area to accommodate youth soccer field and T-Ball size baseball field
- Playground area and equipment for 2-5 aged and 5-12 aged children
- Benches, pathway lighting, drinking fountains
- Paved and decomposed granite paths with connections to adjoining greenbelt network and fitness stations
- Group and small picnic shelters
- Restroom and maintenance building
- Low water use landscaping

The second construction phase of Rick Gonzales Sr. Park will include:

- Tennis court (with Pickle ball markings)
- Full basketball court
- Expansion of multi-use turf field
- Completion of native landscape areas

The third neighborhood park, Spring Lake Park, is located on Shellhammer Dr. and Osborn Dr. Two acres of this 8 acre park were improved in 2018 concurrently with the first phase of Rick Gonzales. At the time the first phase of the phase was under construction, the subdivision surrounding the park was still being developed and many of the homes near the park had not yet been occupied. The majority of the amenities for this park were therefore deferred until the remaining 6-acres were ready to be improved and additional residents had moved in to the neighborhood.

The first construction phase included the following park improvements:

- 2-acre improvement area
- Multi-use turf area
- Playground area and equipment for young children (ages 2-5)
- Native play area
- Small picnic area

The second construction phase includes:

- Playground area and equipment for elementary aged children
- Restroom and maintenance shed
- Group picnic shelter
- Multi-sports court
- Native plantings
- Paved and decomposed granite paths with connections to adjoining greenbelt
- Benches, pathway lighting, drinking fountains
- Youth soccer field
- Un-programmed Open Lawn

Discussion:

Staff is processing the final plans and specifications, upon Council authorization, the projects will be advertised together for bidding. Staff is anticipating a bid opening and a return to Council in late June or early July for construction contract award. This timeline will allow construction of these improvements in Summer 2022 and public access to the improved areas in Spring 2023.

In addition, staff is requesting that the procurement of equipment be performed through cooperative purchasing agreements with Sourcwell and National Purchasing Partners (NPP). These programs offers a wide variety of commodities and services at prices which have been assessed to be fair, reasonable and competitive. The use of these contracts is available to state and local government agencies. The use of these programs allows the City to purchase construction materials and provide them to the contractor for installation without paying for the Contractor's mark-up costs. The City previously used cooperative purchasing agreements to purchase playground equipment and picnic shelters for Phase 1 construction for Rick Gonzales Sr. Park and Spring Lake Park in 2018.

Miracle Recreation-PlayPower, Inc., Public Restroom and Park Planet are well-established providers of high quality equipment that are participants of these programs. By utilizing these vendors, we not only benefit from their competitive pricing, but also their commitment to quality and customer service that we have received in previous interactions. It will also expedite the delivery of the equipment to ensure installation will occur during the allotted construction period.

Conclusion:

Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the 2022 Spring Lake Parks Project, CIP 20-03; and
- 2) Appropriate \$370,000 of additional SLIF Parks & Recreation funding (Fund 640) to the project; and
- 3) Authorize the City Manager to execute a contract with Miracle Recreation-PlayPower, Inc. for the purchase of playground equipment for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$87,621.64; and
- 4) Authorize the City Manager to execute a contract with Park Planet for the purchase of the picnic shelter for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$36,034.28.
- 5) Authorize the City Manager to execute a contract with Public Restroom Company for the purchase of a restroom building for Spring Lake Park utilizing a cooperative purchasing agreement in the amount not to exceed \$193,868.

Prepared by: Clara Olmedo, Associate Engineer

Reviewed by: Brent Meyer, Community Development Director / City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Miracle Recreation-PlayPower, Inc.
3. Park Planet
4. Public Restroom Company

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS AND APPROVING PURCHASE OF EQUIPMENT
UTILIZING COOPERATIVE PURCHASING PROGRAMS FOR THE 2022 SPRING
LAKE PARKS PROJECT; CIP 20-03**

WHEREAS, the City conducted a community survey in June and July 2021 to gather feedback on the desired amenities for the Spring Lake Parks Project; CIP 20-03; and

WHEREAS, the City held a public meeting on August 26, 2021 to solicit feedback from the Spring Lake neighborhood on park amenity and design options for Spring Lake, Jack Slaven and Rick Gonzales Sr. Park Master Plans; and

WHEREAS, the City presented the Parks Master Plans to the Parks and Recreation Subcommittee on September 27, 2021 for review and comment; and

WHEREAS, the project is included as the 2022 Spring Lake Parks, CIP 20-03 in the FY 20/21 Capital Budget; and

WHEREAS, the City Council approved the Spring Lake and Jack Slaven Master Plans on October 19, 2021 for approval; and

WHEREAS, the City Council approved the Rick Gonzales Sr. Park Master Plan on January 18, 2022 for approval; and

WHEREAS, staff request that the City Council gives City Manager authority to award and execute the purchase contract in the amount not to exceed \$87,621.64 to Miracle Recreation-PlayPower, Inc. utilizing Sourcewell a cooperative purchasing agreement for the Spring Lake Parks Project; CIP 20-03; and

WHEREAS, staff request that the City Council gives City Manager authority to award and execute the purchase contract in the amount not to exceed \$36,034.28 to Park Planet utilizing National Purchasing Partners (NPP) a cooperative purchasing agreement for the Spring Lake Parks Project; CIP 20-03; and

WHEREAS, staff request that the City Council gives City Manager authority to award and execute the purchase contract in the amount not to exceed \$193,868 to Public Restroom Company utilizing Sourcewell a cooperative purchasing agreement for the Spring Lake Parks Project; CIP 20-03; and

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

WHEREAS, the City Council wishes to approve the plans and specifications and authorize bid advertisement for the Project through adoption of this Resolution.

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

Section 1. The City Council hereby approves the plans and specifications for the Spring Lake Parks Project; CIP 20-03, which will be available on file with the City Clerk.

Section 2. The City Council hereby authorizes staff to advertise for bids for the Spring Lake Parks Project; CIP 20-03.

Section 3. The City Council hereby approves the Agreement with Miracle Recreation-PlayPower, Inc., in the amount of \$87,621.64 and authorizes and directs the City Manager to execute the Agreement, the City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 4. The City Council hereby approves the Agreement with Park Planet in the amount of \$36,034.28 and authorizes and directs the City Manager to execute the Agreement, the City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 5. The City Council hereby approves the Agreement with Public Restroom Company in the amount of \$193,868 and authorizes and directs the City Manager to execute the Agreement, The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized in the Agreement does not change.

PASSED AND ADOPTED by the City Council of the City of Woodland at a special meeting of the City Council held on the 10th day of May, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Job Number:**Job:** P21_1189_Spring Lake Park**Quote Name:** Quote--Spring Lake Park_007_Equipment Only**Quote Number:** Q-03218**Prepared by:**

KarlManiglia

karl@miracleplaygroup.com

Terms: 50% Deposit**Remit to:** Miracle Playsystems, Inc.

1276 S Main St., Salinas, CA 93901

Sub Total: \$76,352.45**Freight:** \$5,161.00**Estimated Tax:** \$6,108.19**Total:** \$87,621.64

MIRACLE RECREATION

Miracle Recreation Sourcewell Contract # 010521-LTS-3 (Total Discount - \$4,018.55)

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	MIRACLE EQUIPMENT PER 21_1189_SpringLakePark_007_BOM	1	\$80,371.00	\$76,352.45	\$6,108.19

Sub Total: \$76,352.45**Total Freight:** \$5,161.00**Total Estimated Tax:** \$6,108.19**Grand Total:** \$87,621.64

Company: _____

Signature: _____

Name: _____

Date: _____

P21_1189_Spring Lake Park

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

Page 1 of 3

Please confirm or edit order information below.

End User Company:

City of Woodland

End User Contact:

End User Email:

Delivery Contact:

Delivery Email:

Delivery Phone:

Delivery Address:

Woodland

CA 95776

Site Address:

Corner of Shellhammer Dr and Osborn Dr.

Woodland

Bill To Email:

Bill To:

City of Woodland,

300 First St,

Woodland, CA,

95695

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

P21_1189_Spring Lake Park

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)

CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

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TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- **Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.**
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



P21_1189_Spring Lake Park

MIRACLE PLAYSYSTEMS, INC. — PO BOX 263, ALAMO, CA 94507 — (800) 879-7730 — (510) 893-2163 (FAX)
 CSL: 981433 (Exp Date 03/23) — DIR: 1000015853

Page 3 of 3



QUOTE

Quoted To:

City of Woodland

City of Woodland
Woodland, CA 95776

Contact: Westley Schroeder

Phone: 530.661.5958 / Email: westley.schroeder@cityofwoodland.org

Quote #: Q22-2318

Date: May 02, 2022

Project: Spring Lake Park

City: Woodland

Sales Rep - Email: Kyle Knox -
kyle@parkplanet.com

Terms: Net 30dys / Shipment

#	Description	Vendor	Item No	Qty	Rate	Amount
24'X24' MONOSLOPE SHELTER						
1	MP24X24TG-P3 - Rectangular Monoslope Steel (4) Column Design 2x6 Tongue and Groove Roof Deck - Installer to field cut T&G Roof Angles 24' ga Pre-cut Mega-rib metal roof over T&G 3:12 Roof Slope Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included	ICON	IC-CUST	1	26,989.00	26,989.00
NPP DISCOUNT						
2	National Purchasing Partners Contract #PS21050 Customer Member ID#: *NPP Discount not valid unless customer is an NPP member	National Purchasing Partners	Discount- NPP-TX	1	-1,889.00	-1,889.00
ENGINEERING - 24'x24' Monoslope Shelter						
3	Engineering 2 Calculation Books 4 Sets of Drawings Includes Foundation Design	ICON	ENG-ICON	1	1,000.00	1,000.00
SHIPPING						
4	ICON Freight	ICON	ICF	1	8,800.00	8,800.00
EXCLUSIONS						
5	Equipment only. Installation to be supplied by others.	Park Planet	Equip-Only	1	0.00	0.00
6	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more is recommended.	Park Planet	Offloading	1	0.00	0.00
7	Engineering is for structure only. Manufacturer's engineer is NOT to be considered 'Design Professional in Charge' of project. Fabrication cannot begin until customer has provided a city approved copy of the structure's engineering or a waiver of release has been signed. Engineering submittal, permit, fees and inspections not included in suppliers quote.	Park Planet	ENG	1	0.00	0.00

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE
VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST.
CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO
NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14
WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Sub Total	34,900.00
CA-Yolo-Woodland (8%)	2,008.00

Total	\$36,908.00
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ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: _____ Date: _____

**Purchasing agent who is authorized to enter into binding agreement for quoted entity.

**By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

TERMS & CONDITIONS

1. General Notes

- *Assembly and Installation NOT included unless otherwise noted
- *Payment and Performance bonds are NOT included unless otherwise stated. If required, additional charges will apply. Please call for details!
- *Customer responsible for quoted quantities and model numbers, please check!
- *Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

- *Most repeat customers are given the terms of 50% Deposit with order; Remainder within 30 Days from Delivery.
- *Others require a onepage credit application or payment with order
- *TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Red Bluff, CA.

3. Shipping / Unloading

- *Shipped by Common Carrier – Customer will need 2 to 4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload
- **IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery Please note any shortages or damages on delivery copy.
- *Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments.

4. Engineered Wood Fiber

- *Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.
- *Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal.

5. General Notes for Purchased Installation

- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal
- *Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal
- *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.
- *ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.
- *UTILITY CLAUSE: Unless stated in writing in the quote proposal, installation does not include marking of utilities by Dig Alert or other similar entities. Customer can, however, call Dig Alert directly. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.
- *Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2ton bobcat needed to complete project.
- *Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted
- *Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.
- *Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.
- *Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.
- *Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines
- *Installation does NOT include saw cutting and/or core drilling unless otherwise noted
- *Installation does NOT include jackhammering. Please call for details.
- *Area MUST have normal soil conditions and be level.
- *All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased.

6. Temporary Fencing

- *Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

- *Play Equipment MUST be installed over an impactabsorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.
- *This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. PouredinPlace Rubber Surfacing

- *Rubber Surfacing cure time is normally 4872 hours and can vary depending on weather conditions.
- *Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.
- *48Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

- *Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote engineering, drawings, calculations, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City/County.
- *Shade Shelter manufacture time is 8 weeks. Permitting can add 24 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!
- *Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

TERMS & CONDITIONS (Continued)

10. Shade Shelters (DSA)

**8-10 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us.

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA inplant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Pricing does NOT include footings, steel cages, anchor bolts, or erecting of shade shelter unless otherwise noted.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number.

*Park Planet does not meet the Skilled & Trained Workforce Requirements and will not participate in same. Park Planet will not sign any PLA's for Union Work and is not signatory to any unions.

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Park Planet General Insurance

Call for Proof of Insurance & W-9

Price Proposal: Spring Lake Park, City of Woodland, CA / Sourcewell #80454
Date: April 26, 2022
Reference: 11091-4/20/2022-0
PRC Sourcewell: 081721-PRM

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 173,600

Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 20,268 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. Total Cost of building and installation @ \$ 193,868

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 180 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to

cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: I.16
SUBJECT: Appeal of Hearing Officer's Decision to Uphold a Notice to Abate Nuisance regarding 210 Lincoln Avenue, Woodland, APN 006-581-001-000 ("Subject Property")

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, affirming the Hearing Officer's decision and upholding the March 2, 2022 Notice to Abate Nuisance in its entirety.

Staff Contact

Mini Garcia, Code Enforcement Officer, (530) 661-5837, mini.garcia@cityofwoodland.org

Background

The Subject Property is owned by Karen Travenia ("Owner") and consists of a 1,328-square-foot single-family home built in 1924. The Subject Property has been the subject of ongoing code enforcement efforts by the City since at least 2009, with a long history of break-ins by transients and vandals. The City has received numerous complaints regarding the property and has identified several violations of the Woodland Municipal Code (WMC) and ordered the owner of the property to repair or demolish the substandard building on the property.

City staff has tried for many years to work with the Owner to obtain appropriate permits to begin necessary repairs and improvements. The efforts have failed because the property remains in substandard condition after more than 13 years of enforcement efforts.

In June 2017, the City obtained an inspection warrant because the Subject Property was "in need of major repairs due to a complete lack of, or inadequate, maintenance of the property." Despite that inspection warrant five years ago, Notices to Abate, and communication with the Owner, the dangerous conditions persist. On December 1, 2021, the City mailed to Owner a Request for Consent to Inspect. Owner did not grant consent. On February 4, 2022, the Chief Building Official drove by the Subject Property and observed people removing junk and debris from the house. Staff observed homeless encampment debris (tarps, blankets, and a mattress) during this cleanup. City Staff is not aware of any other clean-up efforts at the Subject Property.

On February 8, 2022, the City obtained an inspection warrant to inspect the Subject Property. On February 16, 2022, Code Enforcement Officer Mini Garcia with other City inspectors inspected the Subject Property pursuant to the February 8, 2022 inspection warrant. During the inspection, City inspectors confirmed that the Subject Property was extremely substandard and contained several conditions that threatened the life and safety of occupants and the general public.

Per the WMC chapter 9.04, "Nuisances," the City may identify and abate certain public nuisances within the City.

Accordingly, based on the February 16, 2022 inspection, on March 2, 2022, Officer Garcia issued a Notice to Abate Nuisance ("Notice to Abate") citing the following violations of law:

- WMC section 9.04.030(B)(3) (vacant, unoccupied, or abandoned building);
- WMC section 9.04.030(B)(6) (attractive nuisance);
- WMC sections 9.04.030(B)(7) and 15.04.010(I) (dangerous and abandoned building);
- WMC section 9.04.030(B)(8) (public nuisance);
- WMC section 9.04.030(B)(13) (blight); and
- WMC section 15.04.070 §§ 302(A) (abandoned building) and 302(B) (dangerous building or structure.)

The Notice to Abate ordered Owner to repair or demolish the building on the Subject Property, with all required permits and approvals, within 30 days, April 4, 2022 ("Compliance Deadline"). The Notice to Abate advised Owner that if the conditions are not abated on or by the Compliance Deadline, the City will abate the nuisance conditions.

On March 29, 2022, before the Compliance Deadline expired, Owner timely appealed the Notice to Abate, and an administrative hearing was conducted pursuant to WMC section 9.04.070(B). Director of Public Works Craig Locke acted as the hearing officer ("Hearing Officer"). Owner appeared and made a presentation in an effort to overturn the Notice to Abate. The Hearing Officer considered all documents and evidence provided at the hearing. On April 21, 2022, the Hearing Officer rendered his Decision and found good cause to uphold the City's Notice to Abate.

Now, Owner has appealed the Hearing Officer's Decision to the City Council pursuant to WMC section 9.04.070(C).

Appeal Procedure

Pursuant to Section 9.04.070(C)(5) of the WMC, the decision of the hearing officer shall be presumed to be correct and the appellant shall have the burden of proof in the hearing before the City Council.

Pursuant to Section 9.04.070(C)(6) of the WMC, the City Council may affirm, reverse, or modify the decision of the hearing officer. If the decision is affirmed, or affirmed and modified, the period for abatement as set forth in the order of abatement shall start as of the date of the Council action.

Discussion

It is indisputable that the Subject Property contains a building that is not adequately maintained or secured against unauthorized entry. The vacant building is an attractive nuisance that has sat vacant for years. Pursuant to the inspection warrant, City staff conducted a thorough interior and exterior investigation. The City's code enforcement officials, based on their observations during the inspection and on their training and expertise, determined that the conditions there violate the code provisions referenced in the Notice to Abate.

Nothing presented by Owner at the prior hearing negated or undercut these determinations. Owner has had ample opportunity to abate the conditions that exist on the property that create the public nuisance. As of the date of this Staff Report, the Owner has not responded to the third round of plan review comments or applied for a demolition permit. The owner has not completed the remediation or demolished the substandard building on the Subject Property as directed in the Notice to Abate.

At this hearing, the Hearing Officer's Decision is presumed to be correct, and Owner has the burden to prove that the violations referenced in the Notice to Abate do not exist. Absent new evidence from Owner that the violations have been cured, the City Council should uphold the Hearing Officer's Decision and the Notice to Abate.

If the City Council upholds the Hearing Officer's decision, then the property owner will have 30 days to correct the items listed in the Notice to Abate. If the property owner does not correct the items within the time period allowed, then the City will abate the property. For the City, this abatement will consist of demolition of the house and clearing the site of debris, leaving the property as undeveloped land. Per City code section 9.04.070(C), the owner could choose to "bring an action in a court of competent jurisdiction."

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, affirming the Hearing Officer's decision and upholding the March 2, 2022 Notice to Abate Nuisance in its entirety.

Prepared by: Mini Garcia, Code Enforcement Officer

Reviewed by: Joel Luevano, Building Official
Brent Meyer, Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Resolution

2. Exhibit A - February 16, 2022 Photos
3. Exhibit B - Notice to Abate
4. Exhibit C - Appeal of Notice to Abate
5. Exhibit D - Owners Exhibits from Hearing
6. Exhibit E -Hearing Officer's Decision
7. Exhibit F - Appeal of Hearing Officer's Decision
8. Exhibit G - WMC and UCADB Sections

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WOODLAND AFFIRMING THE HEARING OFFICER'S
DECISION AND UPHOLDING THE MARCH 2, 2022
NOTICE TO ABATE NUISANCE IN ITS ENTIRETY**

WHEREAS, the real property that is the subject of this appeal is located at 210 Lincoln Avenue, Assessor Parcel Number 006-581-001-000, and consists of a single-family home with a long code enforcement history;

WHEREAS, on February 8, 2022, the City obtained an inspection warrant to inspect the Subject Property, and inspected on February 16, 2022, pursuant to that warrant;

WHEREAS, during the inspection, City inspectors confirmed that the Subject Property was extremely substandard and contained several conditions that threaten the life and safety of occupants and the general public;

WHEREAS, the City properly issued a Notice to Abate Nuisance, dated March 2, 2022, identifying six violations of the Woodland Municipal Code and the Uniform Code for the Abatement of Dangerous Buildings;

WHEREAS, the Notice to Abate Nuisance was appealed before the City's hearing officer, a fair hearing was held where the appellant presented evidence, and the hearing officer issued a decision on April 21, 2022, upholding the Notice to Abate, finding that all of the violations referenced in the Notice to Abate existed at the Subject Property;

WHEREAS, the appellant timely appealed the hearing officer's April 21, 2022 decision;

WHEREAS, pursuant to WMC section 9.04.070(C), the City Council must consider the appeal of a hearing officer's decision upholding or denying the determination of a nuisance;

WHEREAS, pursuant to WMC section 9.04.070(C)(5), the decision of the hearing officer shall be presumed to be correct and the appellant shall have the burden of proof in the hearing before the City Council,

WHEREAS, on May 10, 2022, at a duly noticed meeting, the City Council has considered the evidence presented by the appellant, the City, and other interested parties to this resolution; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1 The recitals set forth above are true and correct and are incorporated herein by reference.

Section 2 Based on the evidence presented to this Council at the above-referenced public hearing on May 10, 2022, including facts submitted by City staff in their staff report with attachments, and all related information presented to the Council, this Council finds and determines pursuant to Woodland Municipal Code section 9.04.070(C) that the hearing officer's decision is affirmed and that the March 2, 2022 Notice to Abate Nuisance is upheld in its entirety. The appellant failed to show that the violations identified in the Notice to Abate did or do not exist.

Section 3 Appellant is hereby ordered to repair or demolish the dangerous building with all required permits and approvals within 30 days from the date of this decision. If she fails to meet this deadline, then the City may proceed with abatement as indicated in the March 2, 2022 Notice to Abate Nuisance.

Section 4 The decision of the City Council is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in Code of Civil Procedure section 1094.6 et seq.

The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Woodland at a special meeting of the City Council held on the 10th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

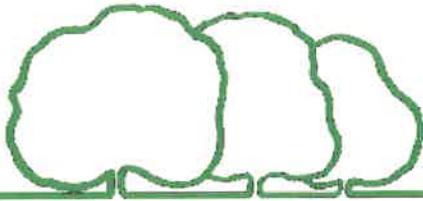
Ana B. Gonzalez, City Clerk











City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
(530) 661-5820 OFFICE

300 FIRST STREET
(530) 406-0832 FAX

WOODLAND, CA 95695
<http://www.cityofwoodland.org>

NOTICE TO ABATE NUISANCE

Dated:

March 2, 2022

Subject Property:

210 Lincoln Avenue
Woodland, CA 95695
APN: 006-581-001-000

Case Number:

CC22-00047

Compliance Deadline:

April 1, 2022 (30 days)

Interested Parties:

Karen Travenia
P O Box 5282
Vacaville, CA 95696

To All Interested Parties:

The City conducted a comprehensive interior and exterior inspection of the Subject Property on February 16, 2022, and documented numerous violations of WMC chapter 9.04.

NOTICE IS HEREBY GIVEN that the following public nuisance conditions or activities exist on the Subject Property described above:

1. **Vacant, Unoccupied, or Abandoned Building.** The Subject Property contains a vacant, unoccupied, or abandoned building or structure which is not reasonably secured against unauthorized entry or which constitutes a fire hazard or is otherwise in a dangerous, unsightly or blighted condition which is detrimental to the health, safety and welfare of the public, in violation of WMC section 9.04.030(B)(3).
2. **Attractive Nuisance.** The vacant building is an attractive nuisance that by its nature, may attract children or other curious individuals, in violation of WMC section 9.04.030(B)(6).

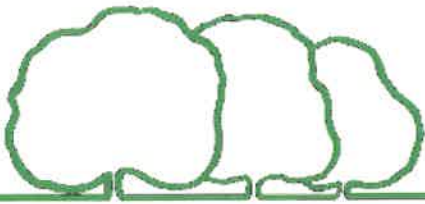
3. **Dangerous and Abandoned Building.** The building on the Subject Property is dangerous and abandoned as defined in Uniform Code for the Abatement of Dangerous Buildings (UCADB) section 302, in violation of WMC sections 9.04.030(B)(7) and 15.04.010(I).
 - a. Under UCADB section 302(A), an “‘Abandoned building or structure’ means any building or structure which has not been actively utilized for a lawful purpose which has not been maintained, and which has not been rendered inaccessible to members of the public by boarding or similar means, for a continuous period of not less than six months.”
 - b. Under UCADB section 302(B), a “‘dangerous building or structure’ means that the condition or defect hereinafter described exists to the extent that life, health, property or safety of the public or its occupants are endangered:
(8) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement or instability of any portion to the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse;
(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated through lack of maintenance, as to become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
(17) Wherever any building or structure is abandoned.”
4. **Public Nuisance.** The vacant building on the Subject Property is injurious to health, indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and affects at the same time an entire community or neighborhood, or any considerable number of persons, in violation of WMC section 9.04.030(B)(8).
5. **Blight.** The building on the Subject Property constitutes a blight condition, in violation of WMC section 9.04.030(B)(13).

YOU ARE HEREBY ORDERED to take the following actions to abate the unlawful conditions by the Compliance Deadline:

1. **Repair or Demolition.** Repair or demolish the dangerous building with all required permits and approvals within 30 days.

PLEASE TAKE FURTHER NOTICE that, under WMC section 9.04.050(A)(4), if you disagree with this notice, you may file a request for a hearing on or before the Compliance Deadline with the Woodland City Clerk via email ana.gonzalez@cityofwoodland.org or in person at 300 First Street, Woodland, CA 95695. Failure of the City Clerk to receive a timely appeal constitutes a waiver of your right to any further administrative appeal and renders the Notice to Abate final and binding.

PLEASE TAKE FURTHER NOTICE that if the aforementioned conditions are not abated on or by the Compliance Deadline, the City will abate the nuisance, and the costs of such abatement shall become a charge against the premises and shall be a lien against the property. Specifically, the City intends to abate the nuisance with City personnel or contractors by demolition of the building or structure if the nuisance



City of Woodland

conditions are not repaired, rehabilitated, removed, terminated, or demolished within the Compliance Deadline set forth in this Notice to Abate.

The City would like to avoid taking further action and requests your cooperation in this matter. If you have any questions or concerns regarding this matter, please contact me. Your immediate attention to this matter is appreciated.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Mini Garcia', is written over a horizontal line.

Mini Garcia
Code Enforcement Officer
City of Woodland

Karen Travenia
98 Cernon Street, #5282
Post office box 5282
Vacaville, CA 95696-5282

707 446 9565

SECOND REQUEST

March 29, 2022

hand-delivered March 29, 2022

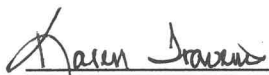
Ana Gonzalez, City Clerk
Mr. Joel Luevano, Ms. Mini Garcia
City of Woodland
300 First Street
Woodland, CA 95695

Request for hearing

Re: 210 Lincoln Avenue, Woodland CA

1. Per Notice to Abate dated March 2, 2022:
2. In accordance with Woodland Municipal Code section 9.04.050(A)(4) I, Karen Travenia, owner of 210 Lincoln Avenue hereby request a hearing.

You may notify me of the date of hearing by telephoning my home telephone number listed above from a municipal phone as caller ID only identifies a company phone (I don't know why) or you may send an email to SherryHouston1958@gmail.com.



Karen Travenia, owner 210 Lincoln Avenue

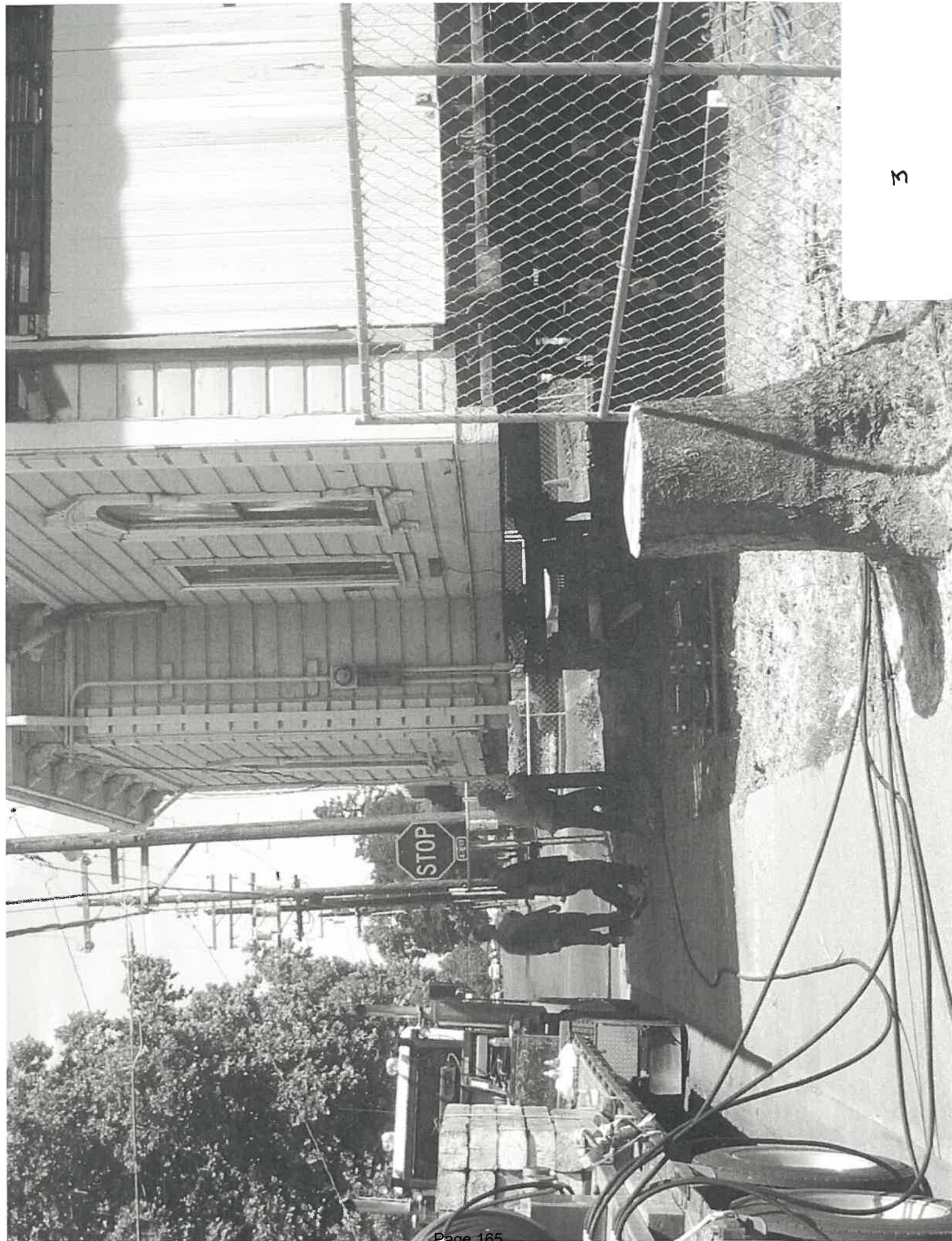
CITY CLERKS OFFICE
MAR 29 2022
RECEIVED

EXHIBITS

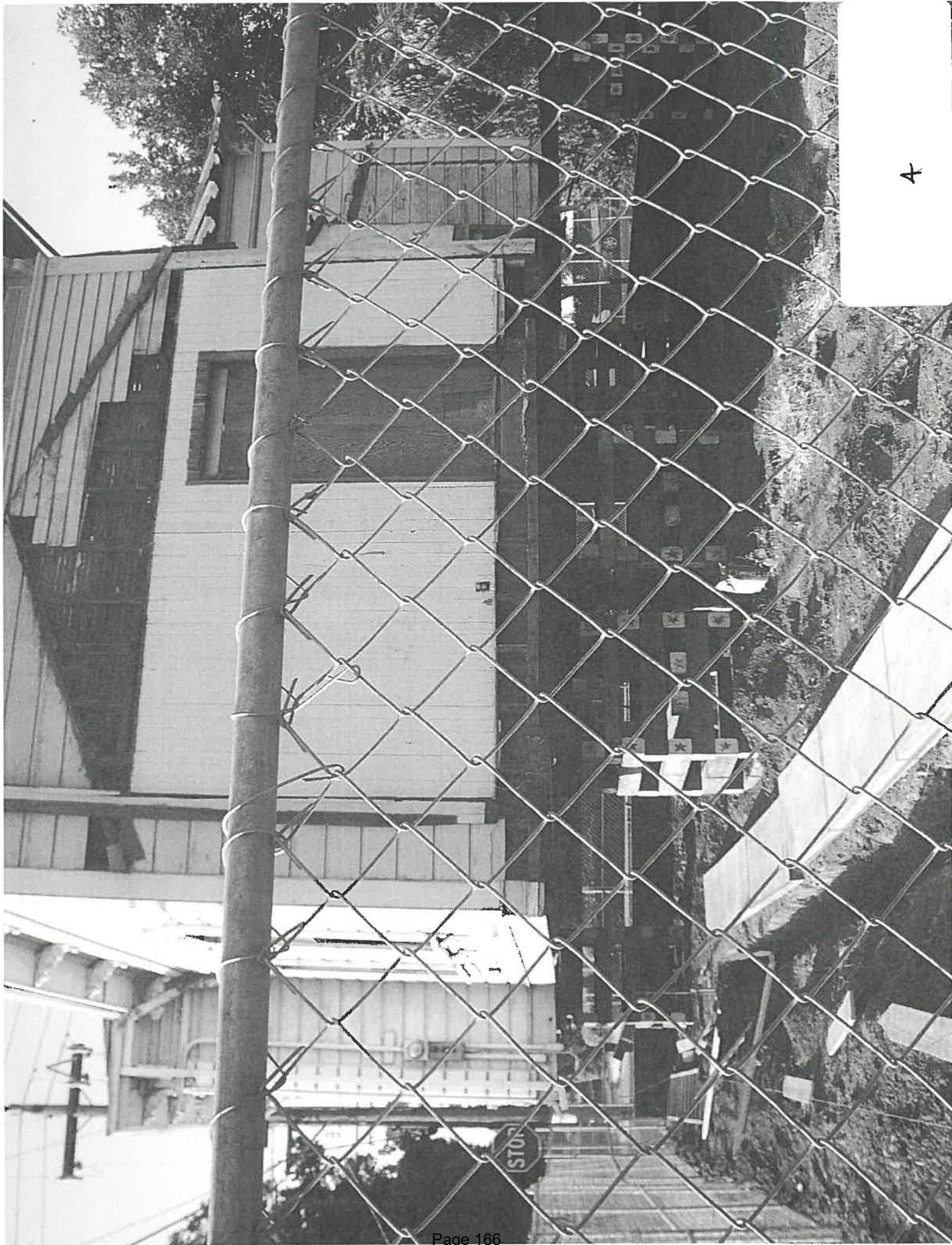
1. City told me that if I improved it 50% the city would be out of it
2. Underside-very clean redwood
3. House placed on cribbing
4. On cribbing for almost two years! Had to retain counsel to get it set down on new foundation.
5. Me working
6. City advised me to close walls.—used spare wood to attach Hardiboard siding after removing leantos
7. City directed that I board it up
8. City directed that I make it look more like a house. - ~~PRESENT~~
9. Contract with architect-note payment of \$2000
10. Receipt for balance deposited into his account.
11. Volley of email
12. Email from stranger-how did she get my email address?

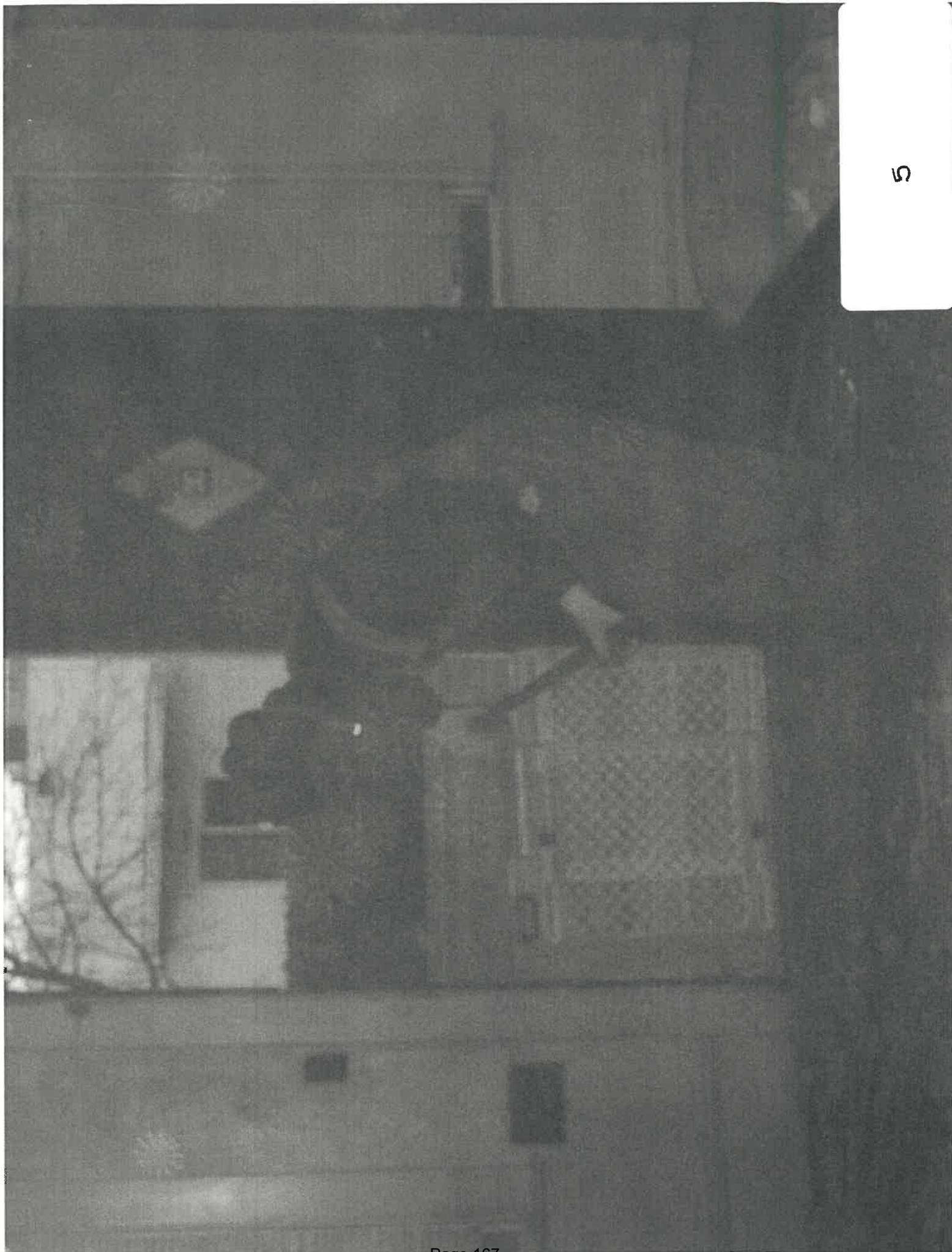


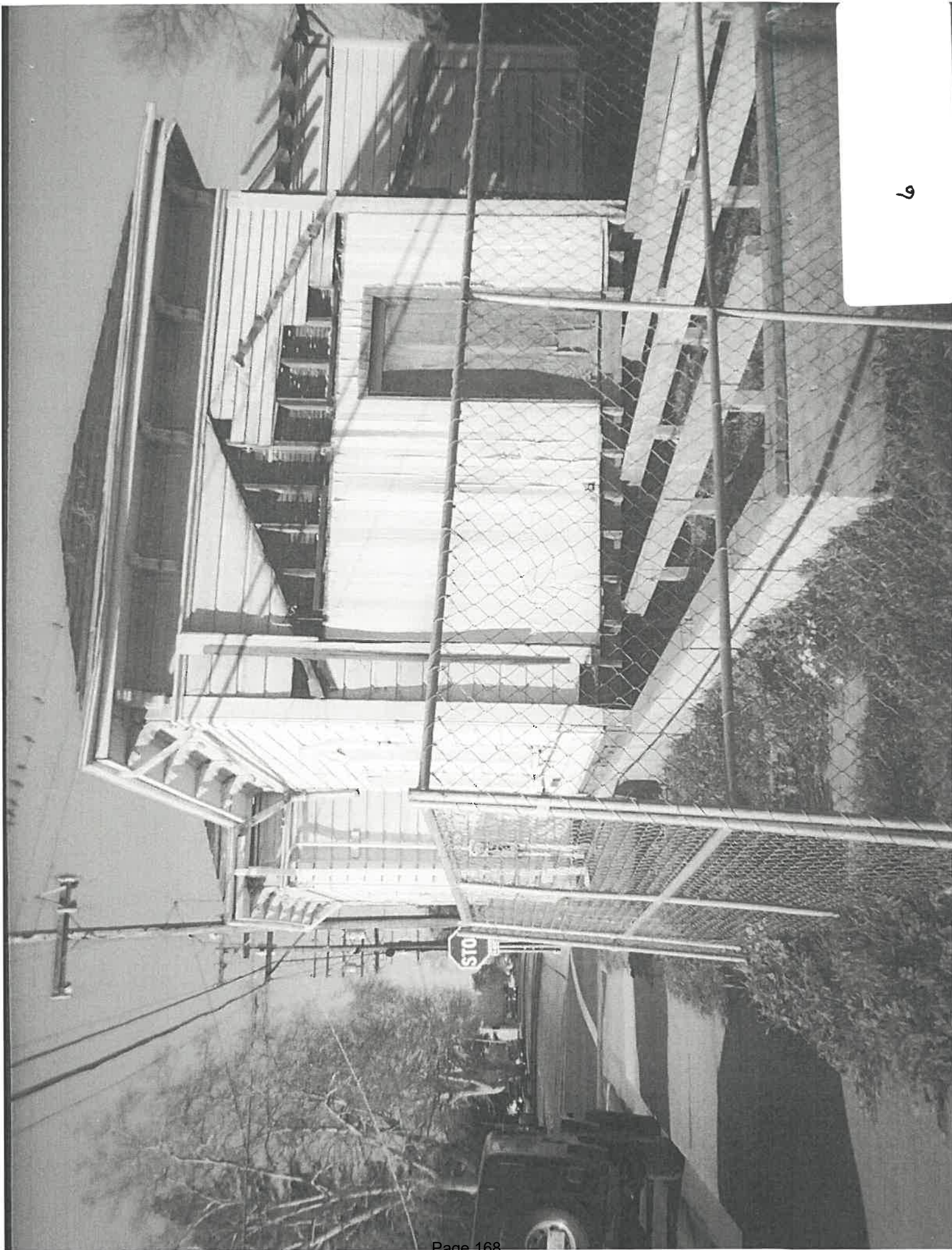
1



A







6



5/9/20

Contract

This contract entered into on May 1, 2020 by and between and Karen Travenia, hereinafter designated, owner, and Alan Estrada, hereinafter designated, architect.

Work to be performed

Architect agrees to complete plans for property located at 210 Lincoln Avenue, Woodland, California. Plans are to be completed for the purpose of obtaining a building permit for a 1,000 sq foot addition for 210 Lincoln Avenue, Woodland, California.

Architect agrees to complete any and all necessary corrections, comments addressed by the City of Woodland and agents on behalf of the City of Woodland.

Plan submittal

Plans will be electronically submitted to the City of Woodland not later May 13, 2020.

Payment

Owner agrees to pay architect the total sum of \$4,800.00, with a \$2,000.00 initial payment for completed plans for 210 Lincoln Avenue, Woodland, California. Owner agrees to pay the balance of \$2,800.00 to architect upon receipt of completed plans.

Plan submittal, corrections

Architect agrees the total sum of \$4,800 includes all plan check comments, corrections by the City of Woodland to be completed by architect until permit is issued by the City of Woodland.

ALAN G. ESTRADA 5/9/20
Printed name (Architect)

Alan J. Estrada
Signature

Printed name (owner)

Signature

SCANNED COPY MAY BE ACCEPTED AS ORIGINAL

BANK OF AMERICA 

**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

Trans 00098 05/27/2020 15:55
Entity NCA CC 0000147 Tlr 00005
Account *****6481
R/TH 540930135
Deposit \$2,800.00

Member FDIC
95-14-2005B 03-2019

IntRef F359T7X8W7X2VT28F8048

Apr 26, 2020, 4:10 PM

to 563e456c98193c50ba1a8309c2e94f9c

HI KAREN
SO YOU HAVE A REAL MESS HERE
SO ANYWAY
YOU REALLY NEED EVERYTHING AS YOU MOST LIKELY KNOW
ILL REDRAW ALL (E) AND DO ALL THE STRUCTURAL CALCS
AND A TI 24
SO YOU'LL JUST NEED TO SUMBIT WHAT I PROVIDE
IVE BEEN IM N BUSINESS SINCE 1978 AND HAVE DONE THIS HUNDREDS OF TIME
WE SUBMIT A NEW SET SO THE COMMENTS WONT APPLY AND SAVE A TON OF TIME
SINCE I KNOW ALL WE NEED TO GET THE PERMIT
HERES A JOB IM WORKIN ON KNOW
SO YOU CAN GET A IDEA OF WHAT ILL PROVIDE
MOST LIKELY WE WONT HAVE A LOT OF COMMENT AS I COVER MOST AT THE
BEGINNNING
SO IF YOU WANT I CAB START TODAY AND SEND PROGRESS SHTS
YOU COULD EITHER SEND ME A CHECK TO ALAN G ESTRADA
AT 733 GRAYSON RD
PH CA 94523 OR POST TO MY BOA ACCOUNT
O5585-06481 BUS CHECKING
OK THANSK ALAN

Yahoo <alangarch@yahoo.com>

Thu, Jan 6, 1:18 PM

to me

hi KAREN
I RESEND THE UPDATED FILES BACK TO THE VITY 4 MONTHS AGO
SINCE IDIDNT HEAR BACK I FIGURED ALL WAS WELL
ILL RECHECK MY FILES AND SEND AGAIN

Yahoo <alangarch@yahoo.com>

Jan 7, 2022, 6:14 PM

to me

THIS WAS TWO GOSH YEARS AGO!!!!!!!!!!!!!!!!111
AND I DID REPLY TO YOU AND THE CITY
SO YOU ARE MISTAKEN KAREN
AGAIN YOU NEED TO CALL ME

bizzy Bee <laughdanz20@gmail.com>

Apr 11, 2022, 7:37 PM (14 hours ago)

to Yahoo

Alan:

I left a voicemail for you. As promised, I indicated that I would telephone you on Monday. I do not owe you any additional money. I paid as agreed. Further, the correspondence for the plan check is dated for March 2021, which should have been replied to at that time. They sent this information to you, and you failed to reply. That is through no fault of mine. I will go through each item and address it as well as I can. It is not a SLAB foundation, and I don't know where they are getting that information.

This is only a 1000 sq foot addition and I have not made ANY changes from the drawings that I initially provided. I did not realize that you did not have transportation or that you do not deal directly with city officials. I hired you to represent me in this process and present the City with the necessary plans for the renovation. That is generally what takes place when a professional is hired to complete plans. They work with the City. It is RARE that an owner is involved. In fact, an owner is generally asked to stay out of it. Will telephone you after the hearing tomorrow.

Sincerely,
Karen

Bizzy Bee <laughdanz20@gmail.com>

Mon, Apr 11, 7:42 PM (14 hours ago)

to Yahoo

Alan:

I'm confused as to why you sent me blueprint information in the attachments about the residence for Peter Korwin. ??

Yahoo
JUST A MISCLICK

Mon, Apr 11, 9:38 PM (12 hours ago)

Yahoo
PLEASE STOP COMPLAINING I WILL GET THIS DONE FOR YOU ENUFF SAID!

Mon, Apr 11, 9:39 PM (12 hours ago)

EMAIL FROM A STRANGER

maryann.warmerdam@gmail.com

Sun, Jun 6, 2021, 7:23
PM

to me

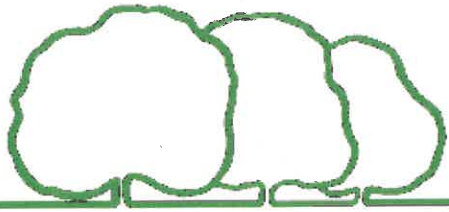
Hello Ms Travenia,

My name is Mary-Ann Warmerdam; I've been a resident of Yolo County for some years and have long been smitten with the home on Cleveland and Lincoln. I understand you are the owner and I was wondering if you might have an interest in selling the property? If so, I'd be happy to chat further.

Appreciate your consideration of my interest.

Regards,
Mary-Ann

Sent from my iPad



City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
(530) 661-5820 OFFICE

300 FIRST STREET
(530) 406-0832 FAX

WOODLAND, CA 95695
<http://www.cityofwoodland.org>

HEARING OFFICER'S DECISION

Dated:

April 21, 2022

Subject Property:

210 Lincoln Avenue
Woodland, CA 95695
APN: 006-581-001-000

Case Number:

CC22-00047

Appellant:

Karen Travenia
P.O. Box 5282
Vacaville, CA 95695

Hearing Date:

April 12, 2022

An administrative hearing was conducted at the request of Appellant in accordance with Section 9.04.070(B). Information submitted by all parties, if any, together with pleadings, evidence, and documents submitted by the City of Woodland was reviewed by the below-named hearing officer and the following Decision. The hearing officer was by the Community Development Director in accordance with Section 9.04.070(B)(1) of the Woodland Municipal Code ("WMC").

I. CASE SUMMARY

The evidence submitted by the City and Appellant was thoroughly reviewed and considered in this matter.

On February 16, 2022, the City conducted an inspection of the Subject Property. Photographs of the interior and exterior of the Subject Property were submitted to the hearing officer by the City.

On March 2, 2022, the City served a Notice to Abate Nuisance to the Appellant under WMC section 9.04.050. It identified the following Municipal Code violations alleged to be on the Subject Property:

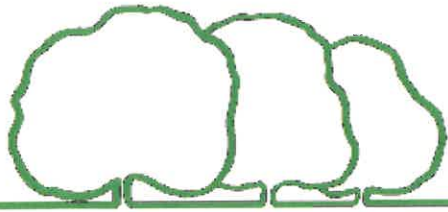
1. **Vacant, Unoccupied, or Abandoned Building.** The Subject Property contains a vacant, unoccupied, or abandoned building or structure which is not reasonably secured against

unauthorized entry or which constitutes a fire hazard or is otherwise in a dangerous, unsightly or blighted condition which is detrimental to the health, safety and welfare of the public, in violation of WMC section 9.04.030(B)(3).

2. **Attractive Nuisance.** The vacant building is an attractive nuisance that by its nature, may attract children or other curious individuals, in violation of WMC section 9.04.030(B)(6).
3. **Dangerous and Abandoned Building.** The building on the Subject Property is dangerous and abandoned as defined in Uniform Code for the Abatement of Dangerous Buildings (UCADB) section 302, in violation of WMC sections 9.04.030(B)(7) and 15.04.010(I).
 - a. Under UCADB section 302(A), an “‘Abandoned building or structure’ means any building or structure which has not been actively utilized for a lawful purpose which has not been maintained, and which has not been rendered inaccessible to members of the public by boarding or similar means, for a continuous period of not less than six months.”
 - b. Under UCADB section 302(B), a “‘dangerous building or structure’ means that the condition or defect hereinafter described exists to the extent that life, health, property or safety of the public or its occupants are endangered:
(8) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement or instability of any portion to the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse;
(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated through lack of maintenance, as to become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
(17) Wherever any building or structure is abandoned.”
4. **Public Nuisance.** The vacant building on the Subject Property is injurious to health, indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and affects at the same time an entire community or neighborhood, or any considerable number of persons, in violation of WMC section 9.04.030(B)(8).
5. **Blight.** The building on the Subject Property constitutes a blight condition, in violation of WMC section 9.04.030(B)(13).

Thereafter, on March 29, 2022, Appellant timely and properly appealed the Notice to Abate Nuisance. Appellant was provided notice of this hearing, being advised that an administrative hearing would be held on the above hearing date and at such location as designated by the City.

On April 12, 2022, an Administrative Hearing was held in the City of Woodland Council Chambers. The Appellant submitted a number of exhibits to support their request for a dismissal of the violation. The exhibits contained photos of the structure’s assets and a description of some of the improvements made to the structure including a new foundation, paint and roof. She also discussed the history of the project and provided some explanation for the delays.



City of Woodland

The Appellant disputed that the building was abandoned on the grounds that she periodically performed work on the site and engaged an architect to renew permits for the property. Included in the exhibit were emails with the architect going back two years. The frequency of communication with the architect and progress on the house construction do not successfully refute the charge of abandonment.

The remaining violations were also discussed. The appellant previously demolished a garage on site due to its occupation by transients. That and the more recent occupation of the house by transients supports the charge of it being an attractive nuisance.

Photos of the structure also support the assertions of blight and public nuisance. While these conditions might be tolerated temporarily during an active restoration of the property, in this case there has been prolonged inactivity on site and no credible expectation for obtaining necessary permits by continuing to employ the current architect.

II. FINDINGS AND ORDER

Pursuant to Section 9.04.070(B)(3), after the hearing, the hearing officer shall render a decision, in writing, upholding or denying the determination of a nuisance. If the hearing officer upholds the determination of a nuisance, the written decision shall contain an order to abate and a deadline for abatement.

The hearing officer has considered all documents and evidence in support of and in opposition to the Notice to Abate Nuisance, the argument of the parties at the hearing, and all other matters properly before the hearing officer, and good cause appearing therefor, the City's Notice to Abate Nuisance is hereby UPHELD.

The Notice to Abate Nuisance was properly issued in accordance with the WMC. And the photographs provided by the City show the above-listed violations existed on the Subject Property as detailed in the Notice to Abate Nuisance.

Appellant is hereby ordered to repair or demolish the dangerous building with all required permits and approvals within 30 days from the date of this decision. If Appellant fails to meet this deadline, then the City may proceed with abatement as indicated in the March 2, 2022 Notice to Abate Nuisance.

III. APPEAL

Please be advised, in accordance with Section 9.04.070(C), the Appellant may appeal this decision to the City Council by filing with the City Clerk a written Notice of Appeal within seven (7) days after the date of this decision. An appeal may be subject to the requirement to pay an appeal fee. Failure to appeal will be deemed a waiver of the right to appeal.

In the event an appeal is timely and properly received, a hearing will be set before the City Council, within 30 days of receipt of the Notice of Appeal, and the Appellant will be notified in writing of the time and date for hearing.

This decision shall be served on the person requesting the hearing by certified mail.

IT IS SO ORDERED.

Respectfully submitted,



Craig Locke
Hearing Officer
City of Woodland

NOTICE OF APPEAL

Hand delivered, US mail

27APRIL2022

To the City Clerk, City of Woodland:

I, Karen Travenia hereby appeal Craig Locke's Decision dated April 21, 2022.

regarding the upholding the Nuisance Order for the property located at 210 Lincoln Avenue

Woodland California.

REASON: DECISION IS FILLED WITH NUMEROUS INACCURACIES.

Notice of Appeal is accompanied by the filing fee of \$287. CASH

Name of person filing Appeal: Karen Travenia.

Address: P.O. Box 5282

City: Vacaville CA

Phone: 707 446 9565

Signature: Karen Travenia

Date Received 4/27/2022

By: Amber Cooley

Cash

Receipt # 085569

**COMMUNITY DEVELOPMENT DEPARTMENT
FEE SCHEDULE, JULY 1, 2021**

ENTITLEMENTS	TOTAL FEE	PLNG.	ENG.	FIRE	POLICE	PARKS
PERMITS/ENTITLEMENTS						
Annexation	\$10,047	\$7,127	\$2,633	\$143	\$143	
Appeals (Staff Decision, Planning Commission, Council)	\$287	\$287				
Conditional Use Permit (CUP)	\$4,488	\$3,325	\$877	\$143	\$143	
CUP/PUD/ZAP Modification	\$2,012	\$1,374	\$351	\$143	\$143	
Condominium Conversion	\$4,416	\$4,240	\$176	\$0	\$0	
General Plan Amendment	\$6,425	\$4,738	\$1,401	\$143	\$143	
PUD Overlay Zone Change	\$3,465	\$2,652	\$528	\$143	\$143	
General Plan Petition	\$694	\$694				
Referral by the County Under the Dev. Policy	\$296	\$296				
Sign Plan— Comprehensive (basic)	\$1,721	\$1,721				
Sign Plan— Comprehensive (full PC review)	\$1,859	\$1,859				
Variances and Zoning Administrator Permit	\$2,446	\$2,185	\$261			

Woodland Municipal Code							
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Title 9 PUBLIC PEACE AND WELFARE							
Chapter 9.04 NUISANCES							

9.04.030 Acts constituting a nuisance.

A. Anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free uses of property, so as to interfere with the comfortable enjoyment of life or property or unlawfully obstructs the free passage or use, in the customary manner, of any public park, street, alleyway, highway or other public easement is a nuisance.

B. The following are specifically declared to be nuisances; however, it is not intended by this enumeration to exclude the designation of other conditions as nuisances:

1. The accumulation of waste matter on any premises, for an unreasonable period, so as to reduce the aesthetic appearance of the neighborhood;
2. The accumulation of junk, visible to the public, or the operation of a junkyard without the appropriate license;
3. Any vacant, unoccupied, or abandoned building or structure which is not reasonably secured against unauthorized entry or which constitutes a fire hazard or is otherwise in a dangerous, unsightly or blighted condition which is detrimental to the health, safety and welfare of the public pursuant to Section [9.04.040](#);
4. The storage of any inoperable vehicle, outside of a fully enclosed structure on private property, when visible to the public, except inoperable vehicles that are not abandoned and are in an active state of renovation or restoration. For the purpose of this chapter, "active state of renovation or restoration" means that the vehicle is actively being restored or renovated in a manner intended to make the vehicle operational, and shall not include restoration or renovation that solely improves the interior or exterior appearance, but not the operation of that vehicle. A vehicle shall only be permitted to be in an active state of renovation or restoration for a period that shall not exceed 30 days, whether consecutive or nonconsecutive, out of any 12-month period. A vehicle under renovation or restoration shall comply with all applicable City Code sections applying to that type of activity, including, but not limited to, subsection C of this section, motor vehicle repair;
5. Automobile motors, transmissions, and all other automotive parts or accessories, stored or accumulated on any premises where they are visible to the public;
6. Attractive nuisances (those objects which, by their nature, may attract children or other curious individuals) including, but not limited to, unprotected and/or hazardous pools, ponds, iceboxes or refrigerators, or excavations; provided, however, that properly maintained temporary ponding of stormwater in accordance with City approved plans shall not constitute an attractive nuisance for purposes of this section;
7. Any act, omission or condition in violation of Chapters [2.36](#) and [8.20](#), Titles 9, 12, 15, or 17, of this code;
8. Any act, omission or condition recognized in law or in equity as constituting a public nuisance;
9. Any condition in violation of Chapter 7 of Title 6, Litter and Contaminants, of the Yolo County Code;

10. The parking of any vehicle, visible to the public, in the lawn or landscape area of any front or street side yard shall be prohibited, unless on an impervious surface, not exceeding a total of 40% of the front or street side yard area:

- a. Vehicles subject to these provisions include all motorized and nonmotorized vehicles that are permitted to be driven on public streets, including, but not limited to, cars, trucks, trailers, recreational vehicles, farm equipment, motorcycles, boats, dirt bikes, ATVs, snowmobiles and dune buggies,
- b. Impervious surfaces shall include concrete, asphalt, grouted continuous brick, cobblestone, turf block or any similar, durable and dustless surface upon approval of the Community Development Director,
- c. The impervious surface, which includes existing driveways, shall not exceed 40% of the entire front or street side yard area. If concrete runners are utilized, the area between the runners shall be counted as part of the total surfacing area,
- d. Vehicles parked in any front or street side yard shall not be parked in such a manner that it creates a hazard for pedestrians or other vehicle traffic;

11. Any condition in violation of the City's design guidelines, as may be amended from time to time;

12. Any motor vehicle repair in violation of subsection C of this section;

13. Any condition that constitutes a blight condition as defined in this chapter, as determined by the Community Development Director or designee;

14. The parking of any commercial truck with a gross vehicle weight in excess of 10,000 pounds on any private property zoned residential (R-1, R-2, N-P, T, R-M, or P-D) or commercial (C-1, CBD, C-2, or C-H), except that such parking shall not be considered a nuisance if it occurs on commercial property that is immediately adjacent to and accessible from a street on which commercial truck traffic is not limited pursuant to Section 10.08.230(C) or (D) of this code, or on commercial property pursuant to a regularly scheduled pickup or delivery of goods, wares, merchandise, or materials for an approved construction project, or on commercial property on which truck parking is an incidental part of the principal or conditional permitted land use of the property, or if the commercial truck is an on-call tow vehicle designated pursuant to Section 10.04.030 of this code.

C. Motor Vehicle Repair.

1. Definitions. For the purposes of this section, the following definitions shall have the following specified meanings:

- a. "Major vehicle repair" means any maintenance, repair or replacement not listed in the definition of "minor vehicle repair" in this subsection, including, but not limited to, the removal of engines, rebuilding of engines, repair of the internal components, repair or removal of differentials or axles, dismantling of vehicles, and body work;
- b. "Minor vehicle repair" means maintenance, repair or replacement of the alternator, generator, starter, water pump, battery, brakes or part thereof; minor tune-up (which consists of distributor cap, rotor and spark plug replacement); change of oil and filter, fan belt, or hoses; lamp replacement; repair of flat tires; lubrication;

2. Minor Motor Vehicle Repair. It is unlawful and a public nuisance for any person to engage in a minor motor vehicle repair in any residential zone:

- a. Outside a fully enclosed structure, except that minor vehicle repair may be performed outside a fully enclosed structure where elapsed time between the beginning and the end of the repair do not exceed 48 hours;
 - b. For any commercial purpose.
3. Major Motor Vehicle Repair. It is unlawful and a public nuisance for any person to engage in major motor vehicle repair in any residential zone:
 - a. Outside a fully enclosed structure;
 - b. For any commercial purpose.
4. Painting the body of any vehicle is not permitted in any residential zone. (Prior code §§ 14A-1-3, 14A-1-3.1)

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Woodland Municipal Code							
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Title 15 BUILDINGS AND CONSTRUCTION							
Chapter 15.04 BUILDING CODES							

15.04.070 Amendments to Uniform Code for the Abatement of Dangerous Buildings.

The provisions of this section shall constitute local amendments to the cross-referenced provisions of the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings and shall be deemed to replace the cross-referenced section in said code with the respective provisions set forth in this section.

A. Section 201 is amended, by adding at the end of the text of that section, the following new subsections:

201.4 Authority to Disconnect Utilities. The Building Official or the Building Official's authorized representative shall have the authority to disconnect a utility service or energy supplied to the building, structure or building equipment therein regulated by this Code, or the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code, in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection immediately thereafter.

201.5 Authority to Condemn Building Service Equipment. When the Building Official ascertains that building service equipment regulated in the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code has become hazardous to life, health, or property, or has become unsanitary, the Building Official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit of compliance with such order. Defective building service equipment shall not be maintained after receiving such notice. When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises. When any building service equipment is maintained in violation of the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code, and in violation of a notice issued pursuant to the provisions of this section, the Building Official shall institute appropriate action to prevent, restrain, correct, or abate the violation.

201.6 Connection after Order to Disconnect. Persons shall not make connections from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

B. Section 302 is hereby deleted and replaced to read as follows:

Section 302 Dangerous Buildings. For the purpose of this code, the words set out in this section shall have the following meaning:

A. "Abandoned building or structure" means any building or structure which has not been actively utilized for a lawful purpose, which has not been maintained, and which has not been rendered inaccessible to members of the public by boarding or similar means; for a continuous period of not less than six months.

B. A "dangerous building or structure" means that the condition or defect hereinafter described exists to the extent that life, health, property or safety of the public or its occupants are endangered:

- (1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size, or is not so arranged as to provide safe and adequate means of exit in case of fire or panic;
- (2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of a fire or panic;
- (3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the city building code for new buildings of similar structure, purpose or location;
- (4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the city building code for new buildings of similar structure, purpose or location;
- (5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;
- (6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the city building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the city building code for such buildings;
- (7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction;
- (8) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement or instability of any portion to the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse;
- (9) Whenever for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used;
- (10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb-line passing through the center of gravity does not fall inside the middle of one-third of the base;
- (11) Whenever the building or structure, exclusive of the foundation, shows thirty-three percent or more damage or deterioration of its supporting member or members, fifty percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings;

(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated through lack of maintenance, as to become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;

(13) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion, less than fifty percent, or in any supporting part, member or portion less than sixty-six percent of the strength, fire-resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location;

(14) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise is determined by the code enforcement officer, to be unsanitary, unfit for human habitation or in such condition that is likely to cause sickness or disease;

(15) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, faulty gas connections or heating apparatus, faulty construction, or other cause, is determined by the code enforcement officer to be a fire, health, or safety hazard;

(16) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure;

(17) Wherever any building or structure is abandoned.

(Ord. 1655 § 4, 2019; Ord. 1651 § 4, 2019; prior code § 6-1-6)

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TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: Special City Council Meeting

DATE: May 10, 2022

ITEM #: I.17

SUBJECT: Implementation of Stage 2 of the City's Water Shortage Contingency Plan

Recommendation for Action: Staff recommends that the City Council receive an update on planned water supply for 2022 and adopt Resolution No. _____, implementing Stage 2 of the Water Shortage Contingency Plan, Appendix I of the 2020 Urban Water Management Plan.

Staff Contact

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

Background

The State of California is in the third year of a drought and issued a Governor's Executive Order in March 2022 (Executive Order N-7-22) requiring urban water suppliers to implement at least Stage 2 of their Water Shortage Contingency Plans (WSCP). Stage 2 of the WSCP implements a goal of reducing water use by 20 percent. The Executive Order includes a requirement that urban water suppliers submit preliminary annual water supply and demand assessments by June 1, 2022. The final annual water supply and demand assessments are still due July 1, 2022, per Section 10632.1 of the Water Code. This is the first year annual water supply and demand assessments will be submitted to the State, per these new requirements. The Urban Water Management Plan is updated every 5 years and the most recent update included updating Woodland's WSCP. The City Council adopted the 2020 Urban Water Management plan and the WSCP on June 1, 2021. City Council also modified Woodland Municipal Code Chapter 13.32.040 to incorporate the WSCP. In addition to the requirements placed on urban water suppliers, the Executive Order also directs the State Water Resources Control Board to adopt emergency regulations by May 25, 2022 to define "non-functional turf" and ban irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turn plantings.

The City receives the majority of its water supply from the Woodland-Davis Clean Water Agency (WDCWA) and stored treated surface water from the aquifer storage & recovery (ASR) wells. WDCWA's primary water right is expected to be curtailed in early May and not be available again before October 31, 2022. WDCWA holds a senior water right in the amount of 10,000 acre-feet, which is available for use between April 1 and October 31 each year and is used during the curtailment period. The senior water right is subject to a 25% cut during a declared Shasta Critical Year to 7,500 acre-feet. Due to unprecedented drought conditions, 2022 is a Shasta Critical Year and access to this water right has been cut by 82% to 1,800 acre-feet. WDCWA recently purchased 7,300 acre-feet of water for use throughout the summer months to partially offset the cuts to WDCWA's water rights. The combination of longer duration curtailment and reduced water supplies available for use during the curtailment is expected to result in reduced water supplied by WDCWA to the City.

Discussion

Implementation of Stage 2, water warning, of the WSCP complies with the Executive Order with the goal of reducing water use by 20 percent. Stage 2 water conservation measures are in addition to the Stage 1. At a Stage 2 water warning, the following measures apply:

- All City water customers shall reduce water use by 20% from their normal water demand. However, residential users whose total water use is already below the State provisional standard for residential indoor water use of 55 gallons (7.35 cubic feet) per person per day as stated in SBx7-7 (2009) or an adjusted standard set by the California Legislature shall not be required to further reduce their water use.

- Hosing of hardscape surfaces except for health and safety purposes shall be prohibited.
- Water hoses shall be equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.
- Outdoor watering is restricted to three days per week.
- Restaurants shall serve water only upon request.
- The City may impose other or further regulations as the City Council may adopt after conducting a public hearing

The Stage 2 implementation does not apply to recycled water customers. Recycled water customers do not need to reduce water usage.

The City has prepared for the drought through diversified water supplies from WDCWA, ASR wells, native groundwater backup wells, and the recycled water program. WDCWA will supply approximately 50% of City water throughout the summer months. The ASR wells have collectively stored over 700 million gallons of water this past winter to be used through the summer months and are expected to provide approximately 30% of the City's water supply. The remaining 20% of the City's water supply is from backup wells that blend native groundwater with WDCWA supplied water. This approach provides consistent water quality Citywide and avoids using groundwater directly into the distribution system or directly to customers. The City also retains a number of other backup wells that are available for use in an emergency. Overall, the City has an adequate supply of water. Water conservation will reduce reliance on native groundwater wells and maintain a higher level of water quality throughout the summer months.

Conclusion

Staff recommends that the City Council receive an update on planned water supply for 2022 and adopt Resolution No. _____, implementing Stage 2 of the Water Shortage Contingency Plan, Appendix I of the 2020 Urban Water Management Plan.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, Community Development Director / City Engineer



Ken Hiatt
City Manager

Attachments:

1. Reso Stage 2 2022

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
IMPLEMENTING STAGE 2 OF THE WATER SHORTAGE CONTINGENCY PLAN,
APPENDIX I OF THE 2020 URBAN WATER MANAGEMENT PLAN**

WHEREAS, the City has updated its Water Shortage Contingency Plan (WSCP) and modified WMC Chapter 13.32.040 to be consistent with the 2018 Water Conservation Legislation; and

WHEREAS, the Governor of California issued Executive Order N-7-22 in March of 2022 requiring urban water suppliers to implement at least Stage 2 of their Water Shortage Contingency Plans to reduce water use by 20%; and

WHEREAS, the WSCP includes the following measures to be incorporated in the Stage 2, water warning:

- All City water customers shall reduce water use by 20% from their normal water demand. However, residential users whose total water use is already below the State provisional standard for residential indoor water use of 55 gallons (7.35 cubic feet) per person per day as stated in SBx7-7 (2009) or an adjusted standard set by the California Legislature shall not be required to further reduce their water use.
- Hosing of hardscape surfaces except for health and safety purposes shall be prohibited.
- Water hoses shall be equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.
- Outdoor watering is restricted to three days per week.
- Restaurants shall serve water only upon request.
- The City may impose other or further regulations as the City Council may adopt after conducting a public hearing

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

Section 1. Stage 2, water warning, of the Water Shortage Contingency Plan, Appendix I of the 2020 Urban Water Management Plan, is in effect and is hereby adopted and ordered filed with the City Clerk; and

Section 2. Copies of the UWMP and WSCP are located at www.cityofwoodland.org.

PASSED AND ADOPTED by the City Council of the City of Woodland at a special City Council meeting held on the 10th day of May 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: I.18
SUBJECT: Approval of Measure F Spending Plan

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. ____, approving the updated Measure F Spending Plan.

Staff Contact:

Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:

Measure F (MSF) revenues are estimated to total \$94.3 million through the 12-year life of the sales tax measure. The spending plan remains balanced between annual revenues and expenditures and ensures no unauthorized interfund borrowing for City operations and project execution.

Fiscal year 2022/23 revenues are estimated at \$7.6 million, which is consistent with the assumption used for the sales tax forecast in the FY2022/23 preliminary Operations and Maintenance budget. Recommended appropriations for FY2022/23 total \$8,423,767, which includes \$2,627,530 in one-time funding recommendations above the baseline budget.

Background:

In November 2016, the Woodland voters approved Measure F (MSF), which extended the 1/2 cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland. The 12 year approval of MSF, a General Tax, includes funding for general city services such as street maintenance, parks and facility improvements, public safety and promotion of economic development.

The purpose of the MSF Spending Plan is to allocate the anticipated revenue between the various categories based on overall community need. A spending plan is required based on the ordinance adopted to implement the tax. Preparation of a spending plan not only meets the requirements of the measure, but is also necessary, so the proposed MSF funded projects and ongoing operating programs can be included in the FY2022/23 Capital Improvement Program and overall City operating budget.

Discussion:

Over the life of MSF, the proposed spending plan will allocate revenues to four major categories: Parks, Roads, Public Safety, and Economic Development.

Parks: The allocation in this category will primarily supplement park impact fees to assist with payment of required debt service on the bonds issued in 2005 to build the Community Center and Sports Park Complexes. A moderate amount of development activity is anticipated each year, and MSF revenues are planned to cover remaining debt service. To the extent that the entire planned amount is not needed to cover debt service, additional funding will be available to direct to priority projects in existing Park facilities. The bonds will be fully repaid in FY2025/26, and the allocation in this category subsequent to that year is expected to be available for projects or other programming.

Roads: The allocation in this category will provide for ongoing support to the City's road maintenance program as well as funding for specific road projects. These projects are identified each year through the Capital Budget

process.

Public Safety: The allocation in this category provides funding for staffing in both Fire and Police Departments. Fire staffing includes the Fire Chief and Fire Marshal positions. Police staffing includes three sworn officers, as well as temporary civilian staffing to assist with records management and non-emergency services.

Economic Development: The allocation in this category funds one Marketing and Business Relations Specialist position and supports other administrative positions and temporary staffing to assist with the City's economic development efforts. Supplemental non-personnel allocations in support of citywide economic development efforts are included in the General Fund budget.

The proposed funding plan for fiscal year 2022/23 includes the following:

Parks -\$1.18 million is allocated for the Community Center/Sports Park Complex debt service. To the extent that funds allocated for debt service are offset by collection of Park Impact Fees, additional MSF funds will become available to support other park improvement projects. In FY2022/23, not all funding allocated to parks is required or set aside for debt service assistance, so \$52,061 is proposed for park improvements and \$15,000 to support annual Clark Field maintenance. Staff is also recommending that \$2,500,000 be allocated from MSF fund balance to assist with construction costs of the Southeast Area Pool project.

Roads -\$2.7 million in total allocations toward road improvement projects which includes the City's Annual Road Maintenance Project in an amount of \$1,000,000 (this allocation includes \$750,000 to supplement annual road maintenance efforts carried out by Public Works road crews), funding for the Gibson Road Projects (West to East Streets/West to County Road 98) for an amount of \$550,000, and the City's Annual Pavement Maintenance Project in an amount of \$1,000,000. Staff is also recommending a one-time allocation of \$30,000 for the East and Main Street Signal Project and \$10,000 for ADA improvements.

Public Safety -\$1.6 million is dedicated to Public Safety staffing. Specifically, the MSF baseline budget will provide funding for the Fire Chief, Fire Marshal, three (3) Police Officers, and three (3) temporary non-sworn positions. In addition to baseline funding, staff is proposing one-time allocations of MSF to provide a \$52,000 match toward AFG Grant funds for the purchase fire equipment, \$52,600 for PD equipment, and \$22,930 for replacement of a K9 in the police department that will be retiring from service.

Economic Development -\$243,925 is allocated to economic development staffing to continue the city's efforts in this category.

The MSF revenue estimate for FY2022/23 is approximately \$7.6 million; the estimate used for this spending plan is consistent with the assumption used for the sales tax forecast in the FY2022/23 preliminary Operations and Maintenance budget. Recommended appropriations total \$8,423,767, which includes \$2,627,530 in one-time funding recommendations.

MSF Baseline Spending Plan by Category for FY2022/23:

Parks	\$1,245,622
Roads	\$2,732,505
Public Safety	\$1,574,185
Economic Development	\$243,925

\$5,796,237

Proposed Additions:

Public Safety	\$ 127,530
Parks	\$2,500,000
	\$2,627,530

The attached MSF spending plan shows revenues and baseline expenditures in each of the four categories listed above. In addition, staff has included a moderate amount of money set aside each year to build a reserve in the MSF fund to offset revenue fluctuations, since MSF pays for ongoing operating costs in addition to project related costs. Finally, the spending plan shows a significant accumulation of fund balance throughout the life of the measure. This is mostly due to projected future increases in revenues that aren't fully allocated among the categories noted within this report. Staff will continue to monitor and update these revenues and the related reserves; and future MSF plan discussions will also include use of reserves, as appropriate.

Conclusion:

Staff recommends that the City Council adopt Resolution No. ____, approving the updated Measure F Spending Plan.

Prepared By: Evis Morales, Finance Officer

Reviewed By: Kimberly McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. FY23 MSF RESOLUTION
2. MSF -FY23 Spending Plan

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE UPDATED MEASURE F SPENDING PLAN**

WHEREAS, on November 8, 2016 the Woodland voters approved Measure F (MSF) which extended the ½ cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland; and

WHEREAS, the MSF Spending Plan will fund general city services, including, but not limited to, street maintenance, parks and facility capital projects, and public safety; and

WHEREAS, the MSF Spending Plan will be updated at least bi-annually; and

WHEREAS, on May 18, 2021 Council adopted Resolution No. 7709 approving the updated MSF Spending Plan.

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

Section 1. That the attached MSF Spending Plan is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Woodland this 10th day of May 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayra Vega, Mayor

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

MEASURE F SPENDING PLAN

	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2025/27	Total Over 12 Years
Revenues										
Sales Tax Revenues	4,053,546	5,957,637	6,935,312	7,449,966	7,625,570	7,649,200	7,976,200	8,283,000	8,570,100	94,258,878
Expenditures										
Parks										
Park Debt Service**	-	-	24,184	442,519	1,178,561	1,174,096	1,169,541	1,164,895	-	5,153,795
Other Park Projects	15,000	15,000	164,966	1,201,864	67,061	75,904	80,459	85,105	1,250,000	7,017,859
<i>Parks Total</i>	15,000	15,000	189,150	1,644,383	1,245,622	1,250,000	1,250,000	1,250,000	1,250,000	12,171,654
Roads										
Capital Project	40,374	1,374,275	928,409	5,382,424	1,732,505	1,797,338	1,652,151	1,857,054	1,861,015	22,815,460
TDA/Gas Tax Assistance	583,695	536,359	657,872	764,454	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	10,792,380
<i>Roads Total</i>	624,069	1,910,633	1,586,282	6,146,878	2,732,505	2,797,338	2,652,151	2,857,054	2,861,015	33,607,840
Public Safety										
<i>Public Safety Total</i>	661,796	1,093,184	1,453,994	1,523,670	1,574,185	1,682,804	1,738,336	1,821,776	1,889,182	21,988,669
Economic Development										
Existing Staff	235,687	223,060	185,766	227,506	243,925	260,756	269,361	282,290	292,735	3,279,030
Total Expenditures	1,536,552	3,241,877	3,415,192	9,542,436	5,796,237	5,990,897	5,909,848	6,211,121	6,292,932	71,047,193
Proposed Funding Recommendations										
Fire Grant Match					52,000					
PD - Equipment					52,600					
K9 Replacement					22,930					
Southeast Area Pool					2,500,000					
Net Revenues/Exp	2,516,994	2,715,760	3,520,120	(2,092,470)	(798,197)	1,658,303	2,066,352	2,071,879	2,277,168	23,211,684
Reserve Set Aside	125,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,325,000
Parks Projects Reserve		1,191,439	1,013,082	(1,186,864)						1,017,657
Parking Lot Rehabilitation				575,000						575,000
Sports Park Reserve		500,000								500,000
Fund Balance	2,391,994	3,316,315	5,723,353	1,769,020	870,823	2,429,126	4,395,477	6,367,356	8,544,524	17,741,497



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: I.19
SUBJECT: Approve Measure J Spending Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the updated Measure J Spending Plan.

Staff Contact:

Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:

The Measure J (MSJ) revenues are estimated to total \$23.1 million through the 8-year life of the sales tax measure. The spending plan remains balanced between annual revenues and expenditures, and ensures no interfund borrowing for city operations.

Actual appropriation of MSJ, which includes staffing and programming, occurs annually with the adoption of the City's budget. Included in the spending plan for fiscal year 2022/23 is an anticipated \$1.04 million in revenue, with recommended appropriations of \$3.7 million. This represents the final year of ongoing revenues related to Measure J.

Background:

In January 2014, the City Council authorized placing re-authorization of a 1/4 cent sales tax before the voters for the June 2014 election. MSJ was approved with 68% of the Woodland vote. Companion advisory measures K, L, M and N were also approved and were intended to guide the City Council in the allocation of the revenues generated by MSJ for general city services, programs, and facilities for a period of eight (8) years as follows:

Measure K, approved by 65.5% of voters, provides that 60% of the additional sales tax received to expand and enhance youth and teen programs and facilities;

Measure L, approved by 66.4% of voters, provides that 20% of the additional sales tax received to enhance educational and youth literacy and expand the hours of operation of the library;

Measure M, approved by 70.1 % of voters, provides that 15% of the additional sales tax received to enhance public safety through expanded crime prevention programs such as Neighborhood Watch and services supporting at-potential youth including gang intervention strategies;

Measure N, approved by 53.6% of voters, provides that 5% of the additional sales tax received to support a city water and sewer utility ratepayer assistance program for low-income residents.

MSJ was approved for an eight (8) year term and will expire on September 30, 2022. The fiscal year 2022/23 budget will include one quarter of a year of revenues related to MSJ and appropriations to spend this revenue and allocate any accumulated reserve balances. A continuation sales tax measure, Measure R, will become effective October 1, 2022. Many of the programs that are funded in this spending plan are also included in the Measure R spending plan, covered under a separate Council report.

Discussion:

Over the life of MSJ, the proposed spending plan allocates revenues to four (4) major categories: Youth Programming, Library Programming, Crime Prevention, and Utility Assistance.

Youth Programming: The allocation in this category allows for the continuation of after-school programs at both middle schools, clubs/leagues for middle school youth during the summer, aquatics programming, and assists with the waiver of per-player fees for youth sports.

Library Programming: The allocation in this category allows for the continuation of increased hours of operation from 44 hours a week to 51 hours a week. MSJ funds children and teen collections, including current print and electronic material, and also expands the collection in both print and electronic form. MSJ also provides funding for operations and programming of the Square One work space.

Crime Prevention: The allocation in this category allows for the continuation of the crime prevention program including Neighborhood Watch, will continue the expansion of the Volunteers In Policing (VIP) program, and continues funding activities in the youth diversion program.

Utility Assistance Program: Measure J provides funding subsidies to assist low-income families with payment of their utility bill. The program provides a subsidy of \$40 per month for up to twelve months in a fiscal year.

Allocation of Fund Balance:

Because MSJ sunsets on September 30, 2022, the proposed funding plan for FY2022/23 includes approximately one quarter of baseline expenses to match expected revenues and also proposes to spend the remaining fund balance. Proposed funding includes the following:

Youth Programming - \$779,605. This level of funding will continue the same programming and level of services from FY2021/22 to FY2022/23. Some programs such as General Recreation, Middle School, and Aquatics will be partially paid by MSJ, while remaining expenses will be funded by Measure R (MSR), which becomes effective October 1, 2022. Staff is also recommending a one-time funding allocation of \$2.6 million in fund balance that would supplement funding for the Southeast Area Pool project. The total proposed programming for FY2022/23 in the Youth category is estimated at \$3.4 million.

Library Programming - \$197,736. This level of funding will continue the same programming and level of services from FY2021/22 to FY2022/23. Library programming will be partially paid by MSJ while remaining fiscal year expenses will be funded by MSR. Staff is also recommending a one-time funding allocation of \$147,000 to provide a security system for all the doors at the library and to assist with the completion of library building improvements. Total proposed programming for FY2022/23 in the Library category is estimated at \$344,736.

The MSJ revenue estimate for FY2022/23 is approximately \$1.04 million. Assumptions used for estimating sales taxes for MSJ are consistent with those used in the General Fund budget and may be subject to further fluctuation. Expenditures are estimated to be \$3.7 million, including \$2.8 million in one-time reserve balance funding recommendations.

Through the 8-year life of the sales tax measure, and based on prior/proposed expenditures of the spending plan, the following programming will be achieved and is closely aligned with MSJ advisory measures:

Youth Programming 60.27% (\$13.9 million)
Library Programming 19.38% (\$4.47 million)
Crime Prevention 13.63% (\$3.14 million)
Utility Assistance 6.72% (\$1.55 million)

Should revenue and expense projections prove out, the MSJ Spending Plan estimates \$0 remaining in fund

balance with \$1,000,000 reserved for the Sports Park Build-Out at the end of the sales tax measure's life.

The FY2020/21 MSJ Annual Report, adopted December 21, 2021, is provided as an attachment.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the updated Measure J Spending Plan.

Prepared By: Evis Morales, Finance Officer

Reviewed By: Kim McKinney, Director of Administrative Services

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Measure J Spending Plan
2. FY23 MSJ RESOLUTION
3. Measure J FY20/21 Annual Report-12-22-2021

MEASURE J SPENDING PLAN

	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	Projected FY2021/22	FY2022/23*	Total
Revenues										
MSJ Annual Revenue Projection	\$ 1,724,611	\$ 2,467,809	\$ 2,483,241	\$ 2,528,885	\$ 2,772,407	\$ 2,939,064	\$ 3,398,450	\$ 3,707,110	\$ 1,041,714	\$ 23,063,290
Expenditures										
Utility Assistance	\$ 25,380	\$ 192,866	\$ 132,204	\$ 202,816	\$ 225,728	\$ 266,084	\$ 254,840	\$ 250,000	\$ -	\$ 1,549,919
General Recreation	140,947	469,829	329,274	409,562	395,596	338,311	321,659	719,124	391,090	\$ 3,515,392
Middle School Programs	118,534	270,447	316,551	175,456	191,675	167,295	123,299	234,419	101,950	\$ 1,699,626
Aquatics	5,703	116,340	161,344	180,225	211,828	145,411	207,148	295,941	286,565	\$ 1,610,507
Recreation Van	50,323	57,469	49,242	74,104	85,307	85,193	60,808	126,865	0	\$ 589,311
Summer Camp	48,196	96,298	123,114	100,982	119,928	113,203	121,395	165,277	0	\$ 888,394
Youth Advisory Committee & Academy	0	308	1,058	3,633	1,248	182	4,944	5,000	0	\$ 16,374
At-Potential Youth	1,716	165,808	312,161	205,137	185,784	250,707	395,348	707,107	0	\$ 2,223,769
Crime Prevention	48,115	103,952	110,552	125,268	128,583	108,633	128,635	166,482	0	\$ 920,221
GREAT Program (4th/7th Grades)	0	0	23,660	33,426	30,132	24,510	6,790	95,312	0	\$ 213,830
Library	252,671	439,387	453,203	530,075	562,303	544,582	631,030	711,057	197,736	\$ 4,322,044
Southeast Area Pool Project	0	0	0	0	250,000	0	0	1,500,000	0	\$ 1,750,000
Programming Subtotal	\$ 691,587	\$ 1,912,704	\$ 2,012,364	\$ 2,040,685	\$ 2,388,113	\$ 2,044,111	\$ 2,255,896	\$ 4,976,585	\$ 977,341	\$ 19,299,386
Unallocated	0	0	0	0	0	0	0	0	0	0
Total Expenditures	\$ 691,587	\$ 1,912,704	\$ 2,012,364	\$ 2,040,685	\$ 2,388,113	\$ 2,044,111	\$ 2,255,896	\$ 4,976,585	\$ 977,341	\$ 19,299,386
Proposed Additions										
Southeast Area Pool Project									\$ 2,616,905	\$ 2,616,905
Library Door Security System									\$ 98,000	\$ 98,000
Library Improvements									\$ 49,000	\$ 49,000
Net Revenue/Expenditures	\$ 1,033,024	\$ 555,105	\$ 470,877	\$ 488,200	\$ 384,294	\$ 894,953	\$ 1,142,553	\$ (1,269,475)	\$ (2,699,532)	\$ 1,000,000
Southeast Pool Reserve	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -
Phase 2 Sports Park Build-Out Reserve	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Fund Balance	\$ 1,033,024	\$ 1,588,129	\$ 2,059,006	\$ 2,547,206	\$ 1,931,500	\$ 2,826,453	\$ 3,969,007	\$ 2,699,532	\$ (0)	\$ (0)

*Final Measure J Revenue/Program Year: Only one-quarter of revenue is received in FY2022/23

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE UPDATED MEASURE J SPENDING PLAN**

WHEREAS, in June 2014 the Woodland voters approved Measure J (MSJ) which extended the ¼ cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland; and

WHEREAS, the MSJ Spending Plan will provide funding for youth programming, library programming, crime prevention, and utility assistance for low-income households.

WHEREAS, the MSJ Spending Plan will be updated at least bi-annually;

WHEREAS, MSJ will expire on September 30, 2022 and Measure R will replace and continue to fund MSJ funded activities;

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

Section 1. That the attached MSJ Spending Plan is hereby approved.

Section 2. The MSJ Spending Plan will also include an additional funding recommendations for the Southeast Area Pool and the Library.

Section 3. The MSJ Spending Plan will leave a reserve of \$1,000,000 for the Phase 2 Sport Park Build-Out.

PASSED AND ADOPTED by the City Council of the City of Woodland this 10th day of May 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 21, 2021
ITEM #: H.18
SUBJECT: Annual Measure J Report for Fiscal Year Ending June 30, 2021

Recommendation for Action: Staff recommends that the City Council approve the Annual Measure J Report for Fiscal Year ending June 30, 2021 and direct staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

Staff Contact:

Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:

This is an informational report, and therefore has no direct fiscal impact. However, the report provides an accounting of the use of \$2.3 million in Measure J (1/4 cent sales tax) revenue collected during fiscal year 2020/21.

Background:

In January 2014, the City Council authorized placing the reauthorization of a 1/4 cent sales tax before the voters for the June 2014 election. Measure J (MSJ) was approved with 68% of the Woodland vote. Companion advisory measures K,L,M and N were also approved and were intended to guide the City Council in the allocation of these resources generated by MSJ for general city services, programs, and facilities for a period of eight (8) years as follows:

Measure K, approved by 65.5% of voters, provides that 60% of the additional sales tax received to expand and enhance youth and teen programs and facilities;

Measure L, approved by 66.4% of voters, provides that 20% of the additional sales tax received to enhance education and youth literacy and expand library hours of operation;

Measure M, approved by 70.1% of voters, provides that 15% of the additional sales tax received to enhance public safety through expanded crime prevention programs such as Neighborhood Watch and services supporting at-risk youth including gang intervention strategies;

Measure N, approved by 53.6% of voters, provides that 5% of the additional sales tax received to support a city water and sewer utility rate-payer assistance program for low-income residents.

Discussion:

The goals and objectives of MSJ are to expand activities for youth and teens; increase literacy and academic achievement; enhance public safety; provide dedicated funding for the Utility Assistance Program; and to encourage youth engagement through a variety of new programs. Throughout FY2020/21, programs and services were developed and offered to the community in the following areas:

Youth Programming

- Afterschool programs at both middle schools
- Club/leagues for middle school youth during summer

- Waive per-player fees for youth sports

Library Programming

- Continues increased hours of operations from 44 hours per week to 51 hours per week
- Funds children and teen collection including current print and electronic material

Crime Prevention

- Restored crime prevention program including Neighborhood Watch program
- Expanded Volunteers in Policing (VIP) program
- Restored youth diversion program

Actual MSJ revenue received in FY2020/21 was \$3.4 million, which is 112% of projected revenue/amended budget for the year. MSJ programming was impacted by the COVID-19 pandemic and its related restrictions. Some programming could be adapted and continued in different formats with limitations, or virtually, but many programs were canceled altogether. As a result, MSJ expenditures were lower in FY2020/21 than in previous years. However, any unexpended money is held in the MSJ fund balance for future allocation.

The tables below show the planned and actual allocation of MSJ for FY2020/21:

MEASURE J - FY2020/21 Year-End Report by Category

	Advisory Measures	Approved Spending Plan	Percent of Spending Plan	Prior Year Expenditures	Actual MSJ Expenditures FY20/21	Life to Date Expenditures
Youth Programming	60%	\$ 11,077,055	56%	\$ 5,515,846	\$ 846,044	\$ 6,361,890
Library Programming	20%	\$ 4,230,540	21%	\$ 2,782,221	\$ 631,030	\$ 3,413,251
Crime Prevention/Youth-At-Risk	15%	\$ 2,843,818	14%	\$ 1,746,417	\$ 523,983	\$ 2,270,400
Utility Assistance Program	5%	\$ 1,549,705	8%	\$ 1,045,079	\$ 254,840	\$ 1,299,919
Unallocated MSJ		\$ 77,604	0.39%	\$ -	\$ -	\$ -
Total		\$ 19,778,722		\$ 11,089,563	\$ 2,255,896	\$ 13,345,459

MEASURE J - FY2020/21 Year-End Report by Activity

	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Utility Assistance	\$ 254,626	\$ 254,840	\$ (214)	100%
Youth Programming				
Distance Learning Program	\$ 95,000	\$ 89,785	\$ 5,215	95%
Youth Sports	\$ 128,000	\$ 82,628	\$ 45,372	65%
Boxing	\$ 37,825	\$ 25,500	\$ 12,325	67%
Camperships/Scholarships	\$ 30,148	\$ 19,302	\$ 10,846	64%
Events & Activities	\$ 27,273	\$ 17,421	\$ 9,852	64%
Outdoor Adventures	\$ 30,643	\$ -	\$ 30,643	0%
Marketing & Outreach to Youth in the Community	\$ 57,690	\$ 15,000	\$ 42,690	26%
UC Davis EOP Leadership Academy	\$ 10,000	\$ 8,500	\$ 1,500	85%
Yolo County Youth Empowerment Summit	\$ 5,000	\$ -	\$ 5,000	0%
Youth Master Plan	\$ 15,000	\$ 15,000	\$ -	100%
United Way Kinder Kamp	\$ 10,000	\$ -	\$ 10,000	0%
Seed monies for groups	\$ 79,000	\$ -	\$ 79,000	0%
Aquatic Feasibility Study	\$ 6,357	\$ 3,900	\$ 2,457	61%
Other general programs	\$ 55,097	\$ 44,623	\$ 10,474	81%
Great Program	\$ 50,577	\$ 6,790	\$ 43,787	13%
Middle School Programs	\$ 193,733	\$ 123,299	\$ 70,434	64%
Aquatics	\$ 310,803	\$ 207,148	\$ 103,655	67%
Recreation Van	\$ 104,309	\$ 60,808	\$ 43,501	58%
Summer Camp	\$ 157,745	\$ 121,395	\$ 36,350	77%
Youth Advisory Committee	\$ 5,000	\$ 4,944	\$ 56	99%
Crime Prevention/Youth-At-Risk	\$ 807,245	\$ 523,983	\$ 283,261	65%
Library	\$ 796,821	\$ 631,030	\$ 165,791	79%
Total All Measure J Programs	\$ 3,267,891	\$ 2,255,896	\$ 1,011,995	69%

Of the \$1,011,995 unspent from FY2020/21, \$354,603 was carried over for expenditure in FY2021/22. All Measure J funds not programmed or expended are accumulated in a special Measure J fund balance within the General Fund. At the end of FY2020/21, the accumulated fund balance was \$4.9 million. Of this fund balance, \$1,250,000 is assigned to the Southeast Area Pool Project (\$250,000 was spent in FY2018/19 on a land lease agreement) and \$1,000,000 is assigned for the Phase 2 Sports Park Build-Out. An additional \$500,000 was reserved for the Southeast Area Pool with the approval of the FY2021/22 MSJ Spending Plan.

Below are accomplishments and highlights from FY2020/21 that were made possible because of MSJ funding:

YOUTH PROGRAMMING

Fall Fun Club Distance Learning

MSJ supported a distance learning day care program. This program was offered every school day from 8:00 am-5:00 pm for the school year 20-21.

Camperships

MSJ provides funding for “camperships” or scholarships for youth participants of income-qualified families. Camperships resulted in a fee reduction for several programs. A total of \$19,302 was provided for camperships, and the remaining expenditures are attributed to program administration. Camperships were utilized in the following areas:

- Fall Fun Club (Distance Learning Program) - \$13,002 for 74 participants
- Summertime Fun Club - \$4,350 for 30 participants
- Summer Teen Pack - \$1,950 for 14 participants

Youth Sports

Youth sports organizations for soccer, baseball, and softball use city-owned fields for practices and games. MSJ provides funding to youth organizations for Woodland residents participating to waive player fees (fees that are used to offset facility maintenance). The remaining expenses are attributed to program administration.

- \$35,000 in youth sports player fees waived for Spring 2021
 - 1,347 youth players (653 baseball players and 694 soccer players)
- \$10,000 fee waived for Woodland Swim Team for winter surcharge
- \$8,500 provided to Woodland Girls Fast Pitch

Events

MSJ provides several free activities and events for youth, teens, and families, including virtual and independent activity/event options. This included Halloween contests, a virtual Gobble Trot, ornament giveaway, a Shamrock Hunt, and an egg hunt delivery. The events had a combined attendance of over 4,200 during FY21.

Aquatics

MSJ provides funding for free summer public swim (although this was not offered during the summer of 2020) and to help offset expenses for low-cost swimming lessons. There were 140 participants in swim lessons for Summer 2020 (fewer than usual because of COVID-19 restrictions).

Rec2Go

Measure J provides funding for the mobile recreation van (Rec2Go) that goes to park sites, schools, and local events during the year. Participants can play and have fun for free utilizing the games and activities brought by Rec2Go. This year, Rec2Go reached community members virtually in addition to also providing positive engagement opportunities.

- Attended 35 park and community events
- Hosted 15 virtual activities and events
- Reached over 2,600 community members

Summer Teen Pack

MSJ provides funding for the Summer Teen Pack program. Summer Teen Pack is held Monday-Fridays from 8 am-5 pm during the summer months.

- 152 participants during twelve (12) weeks of summer

Other general programs

MSJ provides funding for several general programs, including Baby & Me and Youth Boxing. The total participants/sign-ins for the general programs were as follows:

- Baby & Me (virtual offering) - 296
- Boxing Club – 172

CRIME PREVENTION

The Crime Prevention Team is responsible for the development, implementation and maintenance of programs that focus on reducing the instances and impact of criminal activity within the community. The primary goal of the Crime Prevention program is to increase community awareness and motivate citizens to become actively

involved in helping reduce crime.

After COVID restrictions were lifted, the Crime Prevention team focused on the Neighborhood Watch program and getting in-person meetings started again. Neighborhood Watch is a crime prevention program which enlists the active participation of citizens in cooperation with law enforcement to reduce crime in their communities. During FY2020/21, the Crime Prevention team welcomed six (6) new groups into the program. These new groups are given a variety of information to assist them with maintaining a successful neighborhood watch group in their neighborhood. They are taught how to be trained observers so they are comfortable reporting crimes and suspicious activities. In an effort to keep existing groups involved and informed, the Crime Prevention team created a quarterly Neighborhood Watch newsletter that goes out to all members of the program. The newsletter allows the team to share crime prevention information, department news, and specific neighborhood watches with a large group of community members on a regular basis and build stronger relationships in the community.

In FY2020/21, the Crime Prevention team continued to supervise the Volunteers in Policing (ViP) program. Knowing that speeding is a significant traffic concern for both the department and the community, the Crime Prevention team revamped the volunteer patrol training program. This new four (4) hour training covers volunteer patrol duties, radio procedures, safety, and more. Sixteen volunteers are now trained in the new program and have been focused on traffic calming and extra patrol. The ViP program has 38 active volunteers who average about 200 hours per month.

Social media remains an important part of the team's community outreach efforts. With the potential to reach close to 30,000 people all at once, social media can be an amazing tool. With the development of the department's Instagram platform, the team began a weekly campaign in FY2020/21 called Safety Tip Saturday. Every Saturday, Crime Prevention would develop Instagram stories that contained a wide variety of safety tips. Some of the topics covered were holiday shopping safety, human trafficking prevention, and gun safety. Facebook, Nextdoor, Instagram and Twitter were all used to reach members of the community with crime prevention tips and community outreach opportunities.

In May 2021, both Crime Prevention Specialists attended a Child Passenger Safety (CPS) Technician certification course. They both successfully completed the course and received their certifications. CPS technicians and instructors use their considerable knowledge and expertise in a variety of community-based activities such as child safety seat checks, where parents and caregivers receive education and hands-on assistance. The City's Crime Prevention team now offers Child Passenger Safety appointments to help caregivers properly install car seats and ensure the seat is the right fit for the child. The Crime Prevention team has attended three (3) Car Seat Check-Up Events where they have assisted caregivers in properly installing more than 20 car seats. The goal is to make sure every child leaves the event safer than when they arrived.

GANG RESISTANCE EDUCATION AND TRAINING (G.R.E.A.T.)

The Gang Resistance Education And Training (G.R.E.A.T.) program is an evidence-based, national and international gang and violence prevention program that has been building trust between law enforcement and communities for nearly 30 years. G.R.E.A.T. is intended as an immunization against delinquency, youth violence, and gang membership. It is designed for children in the years immediately before the prime ages for introduction into gangs and delinquent behavior.

The G.R.E.A.T. Program is built around school-based, law enforcement officer-instructed classroom curricula. It provides a continuum of components for children and their families. These components include a 13-lesson middle school curriculum and a 6-lesson elementary school curriculum.

During the spring semester of 2021, G.R.E.A.T instructors successfully completed delivery of the G.R.E.A.T.

program to all 4th grade classes in person or online via Zoom. During the fall semester of 2021, G.R.E.A.T. instructors were back in the classroom along with students providing in person, socially distanced training at six (6) elementary schools and Douglass Middle School. G.R.E.A.T instructors are looking forward to continuing training at the remaining 6 elementary schools and at Lee Middle School at the beginning of 2022.

Three 7th grade G.R.E.A.T classes worked on their lesson by developing a community service project. The students came up with many ideas and chose a project to highlight the importance of mental health. The students made 50 posters and social media posts highlighting mental health services available to teens in Yolo County. The teens recognized the problem on campus, wanted to be the change, and made beautiful posters encouraging their peers not to give up. It was a great activity, and the teens were eager to help.

SCHOOL RESOURCE OFFICERS (SROs)

The SROs taught three Active Shooter (ALICE - Alert, Lockdown, Inform, Counter Evacuate) classes. SROs also participated in Fill the Trunk, Christmas and Back to School Shop with a Cop, Coffee with a Cop events, National Night Out, National Shake Out (earthquake drills at the schools), National Walk to School Day, Read Across America and Red Ribbon Week.

SROs spent much of their time acting as mentors to counsel, educate and develop numerous students on a day-to-day basis for preparation as adults. The SROs also participated in the School District Safety committee, SARB (Student Attendance Review Board), YTAC (Yolo Truancy Abatement Committee) as a form of youth diversion. SROs also referred several students to the Yolo Conflict Resolution Center, which is a non-profit organization that offers free services to anyone in need of assistance with a conflict, disagreement or other situations where harm has been created.

Below are some of the more significant success stories and relationships that the SRO's developed with their students:

- SRO assisted in tracking a missing district-issued chrome book that belonged to a student, which assisted the student with turning in several assignments, allowing the student to graduate.
- A Woodland High School student recently lost her mother in a traffic collision in Mexico and has been living with her grandparents in Woodland. A SRO connected the student to counseling services through the school.
- A SRO was contacted by a Pioneer High School mother asking for assistance with her 16-year-old daughter that was running away, found drunk at parties, and was going down the wrong path. The SRO connected with the student and discussed goals, college plans, and developed a path to success.
- A SRO was contacted while off duty and notified that a student had a firearm off-campus. The SRO worked closely with school site staff, students, and the Woodland Gang Taskforce. The collaboration resulted in seizing two firearms from students that are validated gang members.

WOODLAND POLICE ACTIVITIES LEAGUE (WPAL)

Over this last fiscal year, the Woodland Police Activities League (WPAL) finished up the FY2020/21 Junior Giants Baseball program (which included a softball division) with approximately 250 registered players. WPAL continued with the annual summer program for FY2020/21 as well as playing a major role in the FY2020/21 Fill-the-Trunk event. The Fill-the-Trunk event provides gifts to underprivileged families throughout the country. Police typically help 250-350 families. WPAL continued partnership with Yolo County Probation, expanding funding for state CALPAL events and discussing hosting parenting classes. WPAL now have an informal agreement with the YMCA for WPAL kids to participate in their leagues. Kids will be able to participate in soccer and basketball this coming fall. Unfortunately, the COVID-19 restrictions seriously hampered WPAL's outreach capabilities and were forced to abandon our location. WPAL is slowly but surely rebuilding by using school facilities and the PD to offer programs.

FY2020/21 WPAL accomplishments include:

- Junior Giants Baseball, Soccer, and Basketball
- Continuation of the annual Summer Program
- Informal agreement with the YMCA to participate in their leagues
- Added two new officers to the board
- Fill-the -Trunk holiday event

Unfortunately, due to continued COVID-19 restrictions, WPAL had to limit outreach and the following programs were put on hold or cancelled for FY2020/21:

- Counseling through Sacramento State
- Tutoring
- Wrestling
- Flag Football
- Art
- Dance
- Boxing
- Floor Hockey
- After-school activities

WOODLAND PUBLIC LIBRARY

The past year has brought challenges and changes to library services. The Woodland Public Library is always striving to be responsive and meet community needs. This year was no different in that respect than any other year. Staff were challenged to find new and creative ways to serve and connect with the community. The Library continued to connect people to reading, educational experiences, and community- whether in person or virtually.

MSJ supports all library programming, 50% of the book budget, and online resources for youth and families. MSJ also supports all programming and open hours in Square One and all of the community through extended library hours. MSJ fully supports:

1. All Children's Programming
2. All Teen Programming
3. Teen Services Librarian Position
4. Children's Library Tech Position
5. Adult and Family Literacy Coordinator Position
6. Square One Staff, program, and supplies
7. Additional Library Hours
8. Children and teen print and online resources

Due to the pandemic, the library had a significant shift in programming and open hours. In March 2020, the library closed to the public and staff were sent home to telework. All programming shifted to virtual programming in March and continued to be virtual through 2020. In June 2020, the library added curbside book delivery, and became open to the public by appointment in November 2020. In January 2021, the library opened with full hours and virtual and some in-person programming.

Early Learning: Ages 0-5

Early childhood literacy services and programs range across a variety of activities, from reading to singing to playing. Engaging in early childhood literacy activities put children ages 0-5 on a strong path to developing the critical thinking, vocabulary and language, problem solving, social, physical, and creative skills necessary to succeed later in life.

- **213** pre-recorded early literacy storytimes were presented for babies, toddlers, and preschoolers with **3,657** views.
- **15** in person, outdoor family storytimes were presented, with **589** children and caregivers attending.

Children's Programs: Ages 6-11

Children's programming was presented in multiple formats. The library hosted weekly live streaming virtual programs. Live, in-person programming was conducted off-site through take-home kits with STEM activities and instructional videos. Books Clubs, Girls Who Code, robotics classes, and other small group programs were conducted through Zoom. The Summer Reading Program was virtual, with many online performances and online family activities like puppet shows, family paint nights, and bingo nights.

Number of Children's Programs for Ages 6-11	143
Live, In Person	61
Live, Virtual	82

Children's Program Attendance	6,872
Live, In Person Attendance	5,454
Live, Virtual Attendance	1,418

Summer @ the Library
345 children registered
47,083 minutes read
8,154 books read

Teen Programs; Ages 12-18

Teen programming was presented in multiple formats. The Teen Advisory Board meet weekly on Zoom and worked with the Teen Librarian to develop virtual and in-person programming for teens throughout the year. Many programs such as Adulting 101 and fireside career chats were conducted through Zoom.

Number of Teen Programs for Ages 12-18	43
Live, In Person	21
Live, Virtual	22

Teen Program Attendance	1,040
Live, In Person Attendance	673
Live, Virtual Attendance	367

Summer @ the Library
48 teens registered
240 books read

Outreach Programming

Library staff are embedded in the community; engaging outside the walls of the library at schools, parks, and community events. During the library closure and reduced services, library staff were able to get out into the community through book give-aways and take home library activity kits.

Book-Give Away Events - 4
Attendance- 150
Books Given Away -300

Self-Directed Activities
72 themes
5,683 Kits

Utility Assistance Program

The City offers a Utility Assistance Program (UAP) that provides a subsidy on the monthly utility bill for income qualified customers. The program provides for \$40 per month for up to twelve months each fiscal year (July through June). To qualify for the program, customers must own their property and participate in either the CARE or FERA program with PG&E. In fiscal year 2021/22, UAP provided assistance to 532 customers, whose households included 1,452 residents.

Conclusion:

Staff recommends that the City Council approve the Annual Measure J Report for Fiscal Year ending June 30, 2021 and direct staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Administrative Services Director

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Measure J Summary-Attachment A



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: I.20
SUBJECT: Approval of Measure R Spending Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Measure R Spending Plan.

Staff Contact:

Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:

Measure R (MSR) revenues are estimated to total \$33.6 million through the 8-year life of the sales tax measure. Although the spending plan is not currently balanced over the entire life of MSR, future years that are overspent will be adjusted to ensure a balance between revenues and expenditures, and to ensure no interfund borrowing is necessary for City operations.

Actual appropriation of MSR, which includes staffing and programming, will occur annually with the adoption of the City's budget. Included in the spending plan for fiscal year 2022/23 is an anticipated \$2.74 million in revenue, with recommended appropriations of \$2.24 million. Because MSR is effective on October 1, 2022, the numbers in FY2022/23 represent revenues and expenditures for three quarters of a fiscal year.

Background:

In June 2020, the City Council authorized placing re-authorization of a 1/4 cent sales tax measure before the voters for the November 2020 election. MSR was approved with 63.43% of the Woodland vote. Companion advisory measures S, T, U and V were also approved and were intended to guide the City Council in the allocation of the revenues generated by MSR for general city services, programs, and facilities for a period of eight (8) years as follows:

Measure S, approved by 59.37% of voters, provides that 25% of the additional sales tax received to enhance educational and literacy programs and expand the hours of operation of the library.

Measure T, approved by 61.67% of voters, provides that 55% of the additional sales tax received to expand and enhance youth and teen programs and facilities, and reduction of fees charged use of city recreation facilities;

Measure U, approved by 67.95% of voters, provides that 15% of the additional sales tax received to enhance public safety through expanded crime prevention and community building programs that support opportunities for youth within the community;

Measure V, approved by 66.28% of voters, provides that 5% of the additional sales tax received to support a utility rate-payer assistance program for low-income seniors and families.

MSR was approved for an eight (8) year term and will expire on September 30, 2030.

Discussion:

Over the life of MSR, the proposed spending plan allocates revenues to four (4) major categories: Youth Programming, Library Programming, Crime Prevention, and Utility Assistance.

Youth Programming: The allocation in this category allows for the continuation of after-school programs at both middle schools, clubs/leagues for middle school youth during the summer, aquatics programming, assists with the waiver of per-player fees for youth sports and continues funding activities for youth diversion programs.

Library Programming: The allocation in this category allows for the continuation of increased hours of operation from 44 hours a week to 51 hours a week. MSR funds children and teen collections, including current print and electronic material, and also expands the collection in both print and electronic form. MSR also provides funding for operations and programming of the Square One work space.

Crime Prevention: The allocation in this category allows for the continuation of the crime prevention program including Neighborhood Watch, will continue the expansion of the Volunteers In Policing (VIP) program, and continues funding activities for violence prevention in the City.

Utility Assistance Program: MSR provides funding subsidies to assist low-income families with payment of their utility bill. The program provides a subsidy of \$40 per month for up to twelve months in a fiscal year.

MSR, as a continuation of Measure J (MSJ), proposes a level of funding that starts with a partial allocation from the previous year in MSJ. MSJ will receive one quarter of sales tax revenue in FY2022/23 while MSR will receive three quarters of sales tax revenue in FY2022/23. MSR will continue MSJ activities in FY2022/23 and fund remaining expenses that MSJ can no longer support due to its sunset. The proposed funding plan for FY2022/23 includes the following:

Youth Programming - \$952,202. This level of funding will continue the same programming and level of services from FY2021/22 to FY2022/23. Staff also recommends one-time funding of \$8,000 for Woodland girls fast pitch amenities (recreation field rental/portable toilets). The total recommended Youth Programming is \$960,202.

Library Programming - \$454,961. This level of funding will continue the same programming and level of services from FY2021/22 to FY2022/23. Staff also recommends the addition of \$218,485, which will allow the addition of a full-time Librarian I/II, a full-time Library Assistant I/II, and ongoing maintenance/support for the Door Security System that will be recommended to be paid for out of MSJ. The total recommended Library Programming is \$673,446.

Crime Prevention - \$356,441. This level of funding will continue the same programming and level of services from FY2021/22 to FY2022/23.

Utility Assistance Program - \$250,000. This level of funding will continue to provide the assistance program with the same existing subsidy level and qualifying criteria. Depending upon the timing of application for the program, this allocation will provide assistance to a minimum of 520 qualifying residential accounts.

The MSR revenue estimate for FY2022/23 is approximately \$2.74 million. Assumptions used for estimating sales taxes for MSR are consistent with those used in the General Fund budget. Expenditures are estimated to be \$2.24 million, including \$226,485 in additional funding recommendations.

MSR Baseline Funding by Category for FY2022/23:

Youth Programming	\$ 952,202
Library Programming	\$ 454,961
Crime Prevention	\$ 356,441
Utility Assistance	\$ 250,000
	\$2,013,604

Additional Funding Recommendations by Category:

Youth Programming	\$	8,000
<u>Library Programming</u>	<u>\$</u>	<u>218,485</u>
	\$	226,485

Through the 8-year life of the sales tax measure, and based on proposed expenditures of the spending plan, the following programming will be achieved and is closely aligned with MSR advisory measures:

Youth Programming 58.59% (\$20.1 million)
Library Programming 25.12% (\$8.6 million)
Crime Prevention 10.29% (\$3.5 million)
Utility Assistance 6% (\$2.1 million)

Council has identified the construction of the Southeast Area Pool as a priority project for the City; construction of the pool will result in additional operating and programming costs not currently accounted for in any fund source. In anticipation of opening the new pool in FY2023/24, estimated operating costs for the pool have been included in the MSR spending plan. As a result, the MSR Spending Plan shows an annual operating deficit beginning in FY2024/25 and continuing through the life of MSR, totaling \$777,952 overall. The MSR spending plan will be updated each year, and adjustments will be required to balance the spending plan over the next few fiscal years by carefully looking at programming to see where savings can be realized. To be consistent with the advisory measures, reductions in future years would be primarily accomplished in the Youth Programming category, with the goal of bringing expenses down to align with the advisory Measure T.

Finally, as required by the resolution adopting MSR, an annual report will be prepared and provided to the City Council each year in December. This report will detail the activities paid for by MSR, as well as information and statistics for residents who participate in and benefit from the MSR programs.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the Measure R Spending Plan.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. Measure R Spending Plan
2. FY23 MSR RESOLUTION

MEASURE R SPENDING PLAN

	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31*	Total
Revenues										
MSR Annual Revenue Projection	\$ 2,740,531	\$ 3,794,300	\$ 3,957,400	\$ 4,111,100	\$ 4,255,500	\$ 4,391,100	\$ 4,522,833	\$ 4,658,518	\$ 1,199,568	\$ 33,630,850
Expenditures										
Utility Assistance	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 62,500	\$ 2,062,500
General Recreation	217,773	639,306	671,271	704,835	740,077	777,081	815,935	856,731	224,892	\$ 5,647,901
Middle School Programs	129,891	243,433	255,605	268,385	281,804	295,894	310,689	326,224	85,634	\$ 2,197,559
Aquatics	2,838	303,873	319,067	335,020	351,771	369,360	387,828	407,219	106,895	\$ 2,583,871
Recreation Van	113,973	119,672	125,655	131,938	138,535	145,462	152,735	160,371	42,098	\$ 1,130,438
Summer Camp	168,268	176,681	185,515	194,791	204,531	214,757	225,495	236,770	62,152	\$ 1,668,962
Youth Advisory Committee & Academy	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	1,250	\$ 41,250
At-Potential Youth	266,803	280,143	294,150	308,858	324,301	340,516	357,542	375,419	98,547	\$ 2,646,278
Southeast Pool Operations	0	250,000	500,000	525,000	551,250	578,813	607,753	638,141	167,512	\$ 3,818,468
Crime Prevention	356,441	374,263	392,976	412,625	433,256	454,919	477,665	501,548	131,656	\$ 3,535,350
GREAT Program (4th/7th Grades)	47,656	47,656	47,656	47,656	47,656	47,656	47,656	47,656	11,914	\$ 393,162
Library	454,961	685,332	719,598	755,578	793,357	833,025	874,676	918,410	241,083	\$ 6,276,021
Programming Subtotal	\$ 2,013,604	\$ 3,375,359	\$ 3,766,495	\$ 3,939,687	\$ 4,121,538	\$ 4,312,482	\$ 4,512,973	\$ 4,723,489	\$ 1,236,133	\$ 32,001,761
Unallocated	0	0	0	0	0	0	0	0	0	0
Total Expenditures	\$ 2,013,604	\$ 3,375,359	\$ 3,766,495	\$ 3,939,687	\$ 4,121,538	\$ 4,312,482	\$ 4,512,973	\$ 4,723,489	\$ 1,236,133	\$ 32,001,761
Proposed Additions										
Woodland Girls Fast Pitch	\$ 8,000									\$ 8,000
Library Door Security System	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 5,160	\$ 46,440
Librarian I/II	\$ 131,500	\$ 138,075	\$ 144,979	\$ 152,228	\$ 159,839	\$ 167,831	\$ 176,223	\$ 185,034	\$ 194,285	\$ 1,449,993
Library Assistant I/II	\$ 81,825	\$ 85,916	\$ 90,212	\$ 94,723	\$ 99,459	\$ 104,432	\$ 109,653	\$ 115,136	\$ 120,893	\$ 902,249
Net Revenue/Expenditures	\$ 500,442	\$ 189,789	\$ (49,445)	\$ (80,697)	\$ (130,496)	\$ (198,805)	\$ (281,176)	\$ (370,301)	\$ (356,903)	\$ (777,592)
Fund Balance	\$ 500,442	\$ 690,231	\$ 640,786	\$ 560,089	\$ 429,593	\$ 230,788	\$ (50,388)	\$ (420,689)	\$ (777,592)	\$ (777,592)

*Final Measure R Revenue/Program Year: Only one-quarter of revenue is received in FY2030/31

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE UPDATED MEASURE R SPENDING PLAN**

WHEREAS, in June 2020 the Woodland voters approved Measure R (MSR) which extended the ¼ cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland; and

WHEREAS, the MSR Spending Plan will provide funding for youth programming, library programming, crime prevention, and utility assistance for low-income households.

WHEREAS, the MSR Spending Plan will be updated at least bi-annually;

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

Section 1. That the attached MSR Spending Plan is hereby approved.

Section 2. The MSR Spending Plan will also include an additional funding recommendations for Youth and Library programming.

PASSED AND ADOPTED by the City Council of the City of Woodland this 10th day of May 2022

, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayra Vega, Mayor

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: Special City Council Meeting
DATE: May 10, 2022
ITEM #: I.21
SUBJECT: Introduce and Waive First Reading of Ordinance to Abolish the Board of Building Appeals

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of an Ordinance to Repeal Section 2.28.010 of the Woodland Municipal Code to Abolish the Board of Building Appeals.

Staff Contact:

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

Background:

At its meeting of April 5, 2022 the Council received recommendations from staff to amend the Municipal Code, Chapter 2.28 - Boards, Commissions and Committees, Section 2.28.010 and disband the Board of Building Appeals. The purview of the Board is to hear appeals from an order of determination by the Building Official relating to the application of the City's building standards. As mentioned previously, the board has not had the need to meet in over ten years. If abolished, any appeals would be brought before the City Council.

Conclusion:

Staff recommends that the City Council introduce and waive the first reading of an Ordinance to Repeal Section 2.28.010 of the Woodland Municipal Code to Abolish the Board of Building Appeals.

Prepared by: Ana B. Gonzalez, City Clerk

A handwritten signature in black ink, appearing to read "Ken Hiatt", written over a horizontal line.

Ken Hiatt
City Manager

Attachments:

1. Ord_Woodland_Ordinance to Abolish Board of Building Appeals

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND TO REPEAL SECTION 2.28.010 OF THE WOODLAND
MUNICIPAL CODE TO ABOLISH THE BOARD OF BUILDING
APPEALS**

WHEREAS, section 2.28.010 of the Woodland Municipal Code establishes the Board of Building Appeals; and

WHEREAS, the City Council finds that the Commission's duties and membership have diminished over time, and thus has determined that the Board of Building Appeals is no longer necessary to achieve the purposes for which it was established; and

WHEREAS, the City Council therefore desires to abolish the Board of Building Appeals and repeal sections 2.28.010 of the Woodland Municipal Code to reflect the termination of the Board of Building Appeals.

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

SECTION 1. Recitals. The City Council hereby adopts the above recitals as true and correct findings of the City Council in support of this Ordinance.

SECTION 2. Amendment. Sections 2.28.010 of the Woodland Municipal Code is hereby repealed in its entirety.

SECTION 3. Declaration to Abolish the Board of Building Appeals. The City Council hereby declares, by adoption of this ordinance that the Board of Building Appeals is abolished and shall be disbanded upon the effective date of this Ordinance.

SECTION 4. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall within fifteen (15) days of its adoption, shall cause the ordinance 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.

INTRODUCED at a special meeting of the City Council held on the 10th day of May, 2022 and **PASSED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting of the City Council held on the _____ day of _____, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayra Vega, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney