City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

June 21, 2022
6:00 PM

CITY COUNCIL

CLOSED SESSION
5:15 PM

A. CALL TO ORDER

B. CLOSED SESSION

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

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

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed 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. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

2. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communication submitted for items specific to this agenda will be attached as a file to the associated agenda item.

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.

3. SUBJECT: Long Range Calendar

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

H. PRESENTATIONS

4. SUBJECT: Diversity Equity and Inclusion Assessment

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) receive a presentation summarizing a recent diversity, equity, and inclusion assessment of the City's organization profile, policies, procedures, and practices; and 2) provide direction to staff regarding recommendations and next steps to advance the City toward greater inclusion and equity.

5. SUBJECT: Climate-Safe California Campaign and Environmental Sustainability Community Input Meeting Presentation

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) receive a presentation on the Climate-Safe California campaign and consider endorsing the campaign, and 2) receive an update on the Environmental Sustainability Community Input Meeting on July 9, 2022.

I. CONSENT CALENDAR

6. 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 March 2022 through May 2022.

7. SUBJECT: Appointment of Members to Boards and Commissions

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint members to the various Boards and Commissions.

8. SUBJECT: Sewer Collection System Wastewater Treatment Master Plan, CIP 14-07

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the consultant services agreement amendment 2 with Brown and Caldwell for preparation of the Water Pollution Control Facility Master Plan Phase II for an amount up to $273,644 and appropriate $250,000 from CIP 14-02, Water Pollution and Asset Replacement Project, to CIP 14-07.

9. SUBJECT: Development Impact Fee Deferral Program

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a second reading and adopt Ordinance No. 1690, approving the amendment of Woodland Municipal Code Section 15.20 to delete the expiration date for the Fee Deferral Program so that the program will remain in effect until further amended by the Council as well as make clarifying changes to the existing City Code as needed.

10. SUBJECT: Initial and Renewal Fees for Carrying Concealed Weapons Permit

    RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, establishing Carrying Concealed Weapon (CCW) Permit Fees.

11. SUBJECT: Council Member Election and Measures regarding City Council Salary and Tax on Cannabis Businesses - November 8, 2022

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, calling a General Municipal Election of Two Council Members by District and Calling a Special Election for the Purpose of Submitting a Measure Amending Section 2.04.300 of the Woodland Municical Code to Allow City Council Salary to be set at Five Hundred Dollars per Month and Allowing City Council Salaries to be set in the Future in Accordance with State Law, and a Measure Adding Chapter 3.36 to Article 3 (Taxation and Purchasing) of the Woodland Municipal Code, Establishing a Tax on Cannabis Businesses Operating Within the City of Woodland, Said Elections to be Held in the City of Woodland on November 8, 2022, and Directing the Consolidation of the Elections with the Statewide General Election and All Other Elections/

12. SUBJECT: Annual Appropriations Limit

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the City of Woodland's Fiscal Year (FY) 2022/23 Appropriations Limit.

13. SUBJECT: American Rescue Plan Appropriations

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to Correct Appropriations for Projects Related to the American Rescue Plan Act for Fiscal Year 2021/22.

14. SUBJECT: Intent to Levy Assessments: Lighting and Landscaping Districts - Continued

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ to Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park, Spring Lake and Gateway Lighting and Landscaping Districts, and Streng Pond Maintenance District; and call for a Public Hearing on July 5, 2022.

15. SUBJECT: 2-Year Agreement with Yolo County for Funding for Advance Peace Expanded Services

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

1. Execute a two-year contract with Yolo County accepting funding totaling $400,000 via the Community Corrections Partnership to expand Advance Peace services and
2. Appropriate $200,000 in FY2021/22 of Measure J funds and $200,000 in FY2022/23 of Measure R funds during the two-year Agreement term.

16. SUBJECT: Sole Source Purchase of GPS Signal Preemption and Apparatus Equipment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, affirming the City Manager's determination that the sole source purchase of the GPS Signal Preemption and Apparatus Equipment satisfies the requirements of the City's purchasing ordinance; and authorizing the City Manager to sign the purchase contract with Advanced Traffic Products.

J. PUBLIC HEARINGS

17. SUBJECT: Ordinance Establishing the Woodland Tourism Business Improvement District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council;
1.Hold a public hearing;
2.Introduce and waive first reading of Ordinance No. _____ establishing the Woodland Tourism and Business and Improvement District (WTBID); and
3.Appoint the Woodland Hoteliers Group as the Woodland TBID advisory board.

K. REPORTS OF THE CITY MANAGER

18. SUBJECT: First Reading – Single-Use Foodware and Condiments Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an Ordinance adding Section Chapter 9.68 to Title 9 of the Woodland Municipal Code relating to Single-Use Foodware Accessories and Condiments

19. SUBJECT: Fiscal Year 2022/23 Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a) approving the Fiscal Year (FY) 2022/23 Annual Budget of $213.9 million as detailed in Exhibit A and b) approving 323 full-time equivalent positions, by classification, as detailed in Exhibit B.

L. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, June 21, 2022 was posted on Friday, June 17, 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: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: F.2
SUBJECT: General Public Comments

ITEM: This section is reserved for "General" Public Comments received via email within two (2) hours prior to the start of the City Council Meeting. Any other written communication submitted for items specific to this agenda will be attached as a file.

Attachments:
None

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: G.3
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.

Ken Hiatt
City Manager

Attachments:
1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

JULY 5TH **REGULAR MEETING**

Consent Calendar
City Council Meeting Minutes for June 7, 2022 and June 21, 2022
Approve Federal Cost Sharing Agreement and appropriate funding for LCCFRR Project, CIP #22-16
2nd Reading - AB 1276 Single-Use Foodware Ordinance

Public Hearings
Ruby Estates SL R-15 PD & DA
Levy Streng Pond Landscape Maintenance District Assessment
Levy Spring Lake Lighting & Landscaping District Assessment
Levy Gibson Ranch Lighting & Landscaping District Assessment
Levy North Park Lighting & Landscaping District Assessment
Levy Westwood Lighting & Landscaping District Assessment
Levy Gateway Landscape & Lighting and District Assessment

July 19TH **REGULAR MEETING**

Consent Calendar
Ruby Estates SL R-15 PD & DA second reading
Award Construction Contract for the Spring Lake Parks Project, CIP 20-03.
Award Construction Contract 5th and Clover Sewer Rehab, and appropriate funds, CIP #22-18

Public Hearings
Waste Management Delinquent Garbage/Refuse Accounts

SUMMER RECESS – JULY 20, 2022 THRU AUGUST 15, 2022

August 16TH **REGULAR MEETING**

Annexations – Westucky, Barnard Court, & North East Street Industrial
Tax Exchange Agreements with Yolo County – Pending Annexations
Woodland Research Technology Park – Final EIR & Specific Plan

Future Topics / Study Sessions:

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: H.4
SUBJECT: Diversity, Equity, and Inclusion Assessment

Recommendation for Action: Staff recommends that the City Council: 1) receive a presentation summarizing a recent diversity, equity, and inclusion assessment of the City's organization profile, policies, procedures, and practices; and 2) provide direction to staff regarding recommendations and next steps to advance the City toward greater inclusion and equity.

Staff Contact

Ken Hiatt, City Manager, (530) 661-5800 - ken.hiatt@cityofwoodland.org

Discussion

The City Council 2022-23 Priority Goals and Strategic Plan prioritizes efforts to improve the City's internal focus on diversity, equity, and inclusion as an organization, as well as ensure the services it provides reach all segments of our community. In response to City Council's focus on fostering diversity, equity, and inclusion ("DEI") within the organization, the City partnered with a team of UC Berkeley Goldman School of Public Policy graduate students to help perform an assessment of the City's policies, procedures, and practices through this lens. The graduate students analyzed existing city policies, hiring and training practices, analyzed data, and interviewed key individuals within and outside of the city. This effort will serve as a jumping off point for a sustained effort to improve our policies and practices. The presentation will include background information on Woodland's population and City staff, an identification of areas of the City's DEI efforts, an analysis of best practices in other local governments, and a set of policy recommendations.

The staff looks forward to the Council's feedback on the presentation and direction on next steps toward developing an action plan that will guide the City with greater intentionality toward its goals of improved diversity, equity, and inclusion.

Ken Hiatt
City Manager

Attachments:

None

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: H.5
SUBJECT: Climate-Safe California Campaign and Environmental Sustainability Community Input Meeting Presentation

Recommendation for Action: Staff recommends that the City Council 1) receive a presentation on the Climate-Safe California campaign and consider endorsing the campaign, and 2) receive an update on the Environmental Sustainability Community Input Meeting on July 9, 2022.

Staff Contact
Rosie Ledesma, Environmental Resource Analyst, (530) 661-2059, rosie.ledesma@cityofwoodland.org

Discussion
The Sustainability Advisory Committee (SAC) was first introduced to the Climate-Safe California campaign at the September 2021 committee meeting and voted 8 to 1 at the November 2021 meeting in favor of presenting this to City Council for their consideration and endorsement. The SAC performed an analysis of the campaign to evaluate the potential implications to the community and its nexus to the City's Climate Action Plan. The presentation will provide a summary of their findings and seek Council questions and comment regarding consideration to endorse the campaign.

In addition, the presentation will include an update on the SAC-hosted Environmental Sustainability Community Input Meeting on January 9, 2022. This meeting is designed to gauge the community about their interests and concerns on environmental topics such as climate change, air quality, energy efficiency, water quality and general conservation efforts to help create a Woodland that is more sustainable, healthy, and resilient.

Conclusion
Staff recommends that the City Council 1) receive a presentation on the Climate-Safe California campaign and consider endorsing the campaign, and 2) receive an update on the Environmental Sustainability Community Input Meeting on July 9, 2022.

Prepared by: Rosie Ledesma, Environmental Resource Analyst

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

Ken Hiatt
City Manager

Attachments:
1. DRAFT Resolution - Climate-Safe California

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ENDORSE THE CLIMATE-SAFE CALIFORNIA CAMPAIGN AND CALL UPON THE STATE OF CALIFORNIA TO ENACT SOLUTIONS TO REDUCE EMISSIONS

WHEREAS, the City of Woodland's 2035 Climate Action Plan (CAP) was adopted in 2017 identifying greenhouse gas (GHG) reduction strategies in order to meet the State's GHG reduction targets as set by AB 32 and SB 32;

WHEREAS, the City of Woodland Sustainability Advisory Committee was established as an advisory body to the City Council to provide CAP and sustainability related recommendations that align with the City's GHG reduction goals;

WHEREAS, Climate-Safe California was developed as a campaign focused on removing more climate pollution from the atmosphere than is emitted by 2030 through state adopted policies and solutions;

WHEREAS, this endorsement aligns with the goals of the Climate Action Plan and the Sustainability Advisory Committees responsibilities to bring forth a formal recommendation to the City Council for endorsement.

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

Section 1: The City Council of the City of Woodland endorses the Climate-Safe California campaign and calls on the State of California to enact the solutions outlined in Exhibit A as advised by the City of Woodland Sustainability Advisory Committee.

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:

____
Ana B. Gonzalez, City Clerk

EXHIBIT A

City of Woodland calls on the State of California to enact the following solutions:

1. COMMIT TO 80% BELOW 1990 LEVELS OF GHG EMISSIONS AND NET NEGATIVE EMISSIONS BY 2030, accelerating existing state policy timelines.

2. SECURE A JUST TRANSITION FOR WORKERS, THEIR FAMILIES, AND COMMUNITIES WHO DEPEND ON FOSSIL FUEL INDUSTRIES, ensuring their economic well-being.

3. CLOSE THE CLIMATE GAP WHEN ENACTING CLIMATE POLICIES TO ENSURE LOWER-INCOME COMMUNITIES AND COMMUNITIES OF COLOR ARE NO LONGER DISPROPORTIONATELY HARMED by the health and economic consequences of fossil fuel development, production, and use, and have equitable access to climate-friendly solutions.

4. ENACT BY 2025 THE SUITE OF POLICIES REQUIRED BY SCIENCE TO PUT US ON TRACK FOR NET-NEGATIVE EMISSIONS BY 2030:

a. ACCELERATE THE PHASE-OUT OF FOSSIL FUEL DEVELOPMENT, PRODUCTION, AND USE

i. Immediately halt new oil and gas drilling and infrastructure development
ii. Invest now and ramp up public-private efforts to transition fossil fuel workers to good quality jobs or early retirement
iii. Ensure significantly greater GHG-free transportation and mobility, including no new internal combustion vehicles licensed by 2030
iv. Secure 100% clean, distributed, resilient electricity and storage, including mobile assets such as electric vehicles, by 2030
v. Ensure significantly greater GHG-reduction in buildings including 100% electric appliances required in all new buildings, by 2023

b. INCREASE NATURE-BASED CARBON SEQUESTRATION

i. Protect and increase natural carbon sequestration from the atmosphere to secure an additional ~100+ MMT of CO_2e annually by 2030 through major investments in healthy soils and improved agricultural practices; forest, wetland, and other habitat and vegetation protection and management; and climate-smart habitat restoration at scale in California starting no later than 2022

c. INVEST IN COMMUNITY RESILIENCE

i. Fund and support every California community by 2025 to:

1. Develop and implement resilience measures as currently required by state law, such as community resilience centers and resilience staffing to reduce deleterious climate impacts on human health, from increased heat, fire and smoke exposure to flooding, drought, and spread of disease

2. Establish clean energy community microgrids and battery storage linked to electric transportation, empowering communities to keep the lights on for critical facilities such as fire stations and hospitals during planned or unplanned outages

d. GENERATE THE FUNDS NEEDED FOR SPEED AND SCALE CLIMATE ACTION

i. Generate by no later than 2025 an estimated $12-20 billion per year in new state funds to pay for this urgently needed suite of policies from progressive and equitable financing mechanisms, such as frequent flyer fees, green bonds, and a carbon fee and dividend type program

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: I.6
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 March 2022 through May 2022.

Staff Contact

Craig Locke, Public Works Director , 530-661-5899, craig.locke@cityofwoodland.org

Background

This quarterly report covers the period from March 2022 through May 2022. The report presents a summary of Service Requests and Work Orders received, and also contains a narrative description of major work performed and notable department highlights.

Conclusion

Staff recommends that the City Council receive a presentation and accept the Public Works Quarterly Status Report for the period of March 2022 through May 2022.

Prepared by: Craig Locke, Public Works Director

Ken Hiatt
City Manager

Attachments:

1. Mar 22-May 22 PW Quarterly Report.docx

Public Works Department

Quarterly Status Report

March 2022 through May 2022

Public Works

Service and Work Order Requests

For the Months of Mar 22-May 22		
Division	**Service Requests**	**Work Orders**
Administration	336	-
Electrical	55	67
Facilities	9587	162
Fleet	-	259
GIS	3	14
Pretreatment	-	160
Sewer	39	357
Signs & Markings	3	140
Storm Drain	6	63
Streets	74	54
USAs	-	10
Water	686	485
WPCF	-	3
Grand Total	**1,289**	**1,774**

Service Requests – Every time a request for Public Works services is made by phone call, written request, emailed request, or an actual one-on-one request to a PW employee, a **'Service Request'** is generated. This builds a computerized record of all requests made.

Work Orders – A **'Work Order'** is created each time a work crew or individual is assigned a task as a result of either service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

Total for Calendar Year 2022 Through 5/31/22	
Service Requests	Work Orders
2,843	**2,954**

65 Working Days This Quarter = 24 Requests for Service per Day

Fleet & Facilities Division

- Fleet Services: The department hired a temporary Management Analyst to assist in improving Fleet Management operations. These changes include fleet inventories, maintenance schedules, unit reallocation and designations, etc.
- Fleet Services: Staff continued working with Enterprise to purchase light duty vehicles. Heavy Duty vehicles will still be ordered through fleet and staff is working with the specific department on selecting the details of each vehicle.
- Fleet Services: The City's new Heavy Equipment Mechanic has exceeded expectations in knowledge and maintenance of City owned vehicles. The only other vacant position

in the Fleet is a Light Equipment Mechanic, and filling this vacancy is currently on hold and as new practices are implemented.

- Facilities Services: Facilities maintenance crew has continued working on finalizing issues exposed during this past rainy season. i.e. removing and replacing damaged ceiling tiles.
- Facilities Services: New AC Units for Fire Station arrived damaged, warranty coverage to replaced damaged equipment.
- Facilities Services: Staff revisited City Facility Master Plan to accommodate accelerated Brooks Pool boiler replacement earlier than the plan anticipated. Parks management is gathering estimates for replacements.
- Facilities Services: Emergency generator ATS Maintenance for fire station 1 and 2 scheduled for June 14th
- Facilities Services: Police station and annex has had over 150 lights converted to LEDs.

Right-of-Way Division

- Geographic Information System (GIS): The GIS Group is roughly 90% complete with the creation of new informational maps for Admin, Electrical, Facilities/Parks, Sewer/Storm, Signs & Markings, and Water. These maps provide all City departments with current Public Works asset and division information.
- Blight: Public Works is working closely with Code Enforcement, the Police Department and shopping cart retrieval services such as CarTrac to mitigate the blight issues throughout the City.
  Blight issues include noncompliant driveway approaches, right-of-way clearance, illegal dumping and camping, graffiti, and shopping carts. Below is a summary of the total number of shopping carts collected for this quarter.

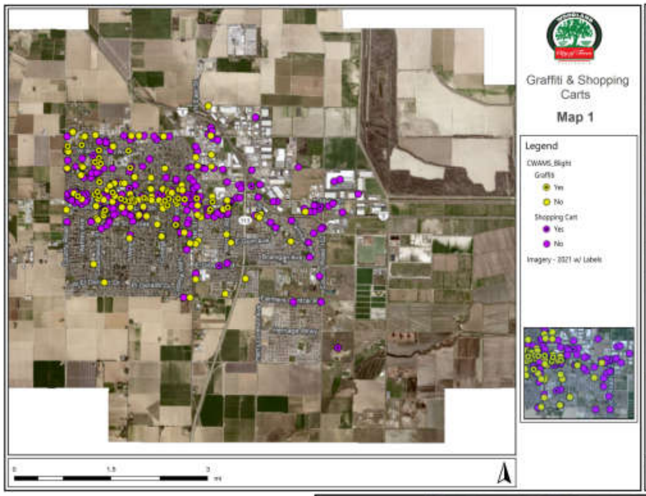
Shopping Cart Totals
February-April 2022

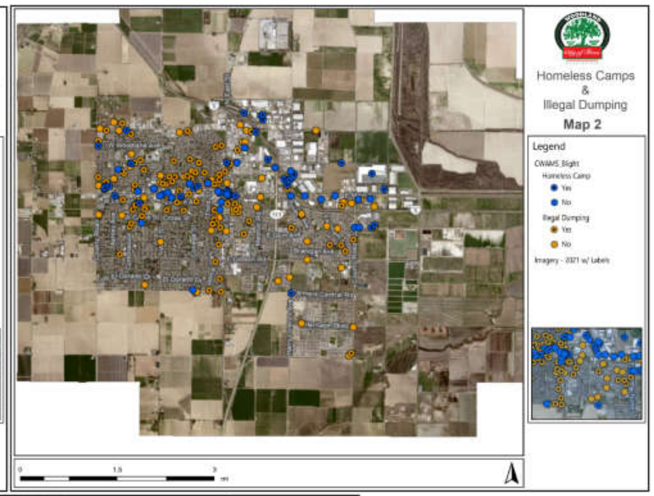
Non Contracted Owner	January	February	March	April	May
Ace Hardware	0	0	1	5	0
Burlington	0	0	0	0	0
Costco	0	0	0	0	0
Dollar General	0	0	0	0	0
Food 4 Less	4	2	2	0	0
Goodwill	0	0	0	0	0
Grocery Outlet	2	3	3	2	0
Harbor Freight	2	0	0	0	0
Home Depot	0	0	2	0	0
Home Goods	0	0	0	0	0
Joann's	0	0	0	0	0
La Superior	0	0	0	0	0
Marshalls	0	2	4	2	0
Mi Amigos	0	0	0	0	0
Nugget Market	4	1	7	4	0
PetSmart	0	0	0	0	0
Party City	0	0	0	0	0
Ross	0	0	0	0	0
Unknown	0	1	0	0	0
Walgreens	1	1	0	0	0
Walmart #2190	5	1	0	0	0
Totals	18	11	19	13	0
Contracted Owner					
Big Lots	6	4	7	3	0
Cvs Pharmacy	2	0	1	2	0
Dollar Tree	4	0	2	2	0
Raley's	13	18	22	17	0
Rite Aid Corp	0	2	3	2	0
Target	1	3	13	11	0
Walgreens	0	0	0	0	0
Walmart #4127	89	55	68	17	0
Walmart #5606	16	11	12	0	0
Totals	**131**	**93**	**128**	**54**	**0**
Totals All	**149**	**104**	**147**	**67**	**0**

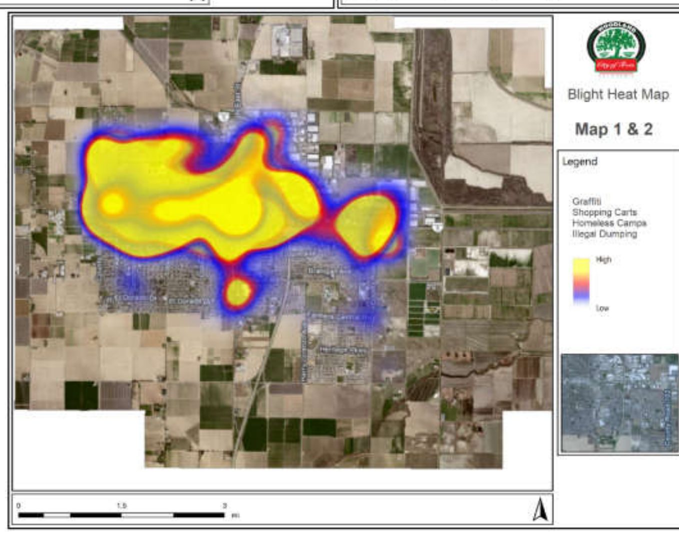
Public Works staff document and report blight issues by creating service requests (including photo attachments) in real time. This procedure is a more efficient way to report blight issues and increases response time.

The map on the next page illustrates the areas with the highest concentration of blight issues. The following three maps help us visualize areas where blight is frequent throughout the City. Map 1 illustrates locations where graffiti and shopping carts have been collected. Map 2 shows locations of homeless camps and illegal dumping, and the third map shows the heat map of maps 1 and 2. Utilizing the blight map limits the amount of time spent searching in areas where blight is not often found.

This Quarter, there were 96 blight related Service Requests completed.







Blight Service Requests Calendar Year 2022
Quarter March-May 2022
96 Completed
15 In Progress

- GIS - Electrical: The GIS and Electrical Groups have been working together to update areas on the City map that have missing underground information. As the map is updated in real time, Electricians and USA Technicians are able to view this information, helping to accurately locate and GPS infrastructure when completing Service Requests and Work Orders.

USA Tickets Calendar Year 2022
Quarter March-May 2022 **5,860**

- <u>GIS - GPS Projects:</u> The GIS Group currently has several major projects in progress; Prudler Phase 1 & 2 (East St and Sports Park Dr), Pioneer Village Phase 1 (Pioneer Ave and Patriot Way), Parkside Phase 3 (Matmor Rd and Hadley Dr) and the Shelter Extension (E Beamer St and CR 102).

  The images below show Prudler Phase 1 & 2 at about 85% GPS completion, and Pioneer Village Phase 1 at about 45% GPS completion. GPS of Parkside Phase 3 underground utilities are complete, and GPS of above ground utilities are in progress with 50% completion. The GIS group has completed GPS of underground and above ground utilities for Beeghly Ranch-Lot D (Marston Dr and Parkland Ave) and Cleveland Suites (Cleveland St and Main St).
  The following utilities are visible: Underground- Storm Gravity Mains, Inlet Points and Manholes; Water Control Valves, Fittings, Hydrants, Lateral Lines, and Pressurized Mains; Sewer Manholes, Lateral Taps, Lateral Lines and Gravity Mains. Electrical underground conduit. Above ground- Water Meters and Sewer Cleanouts.

Prudler Phase 1 & 2
(East St and Sports Park Dr)

December 2021-February 2022

March-May 2022

Pioneer Village Phase 1
(Pioneer Ave and Partriot Way)

December 2021-February 2022

March-May 2022

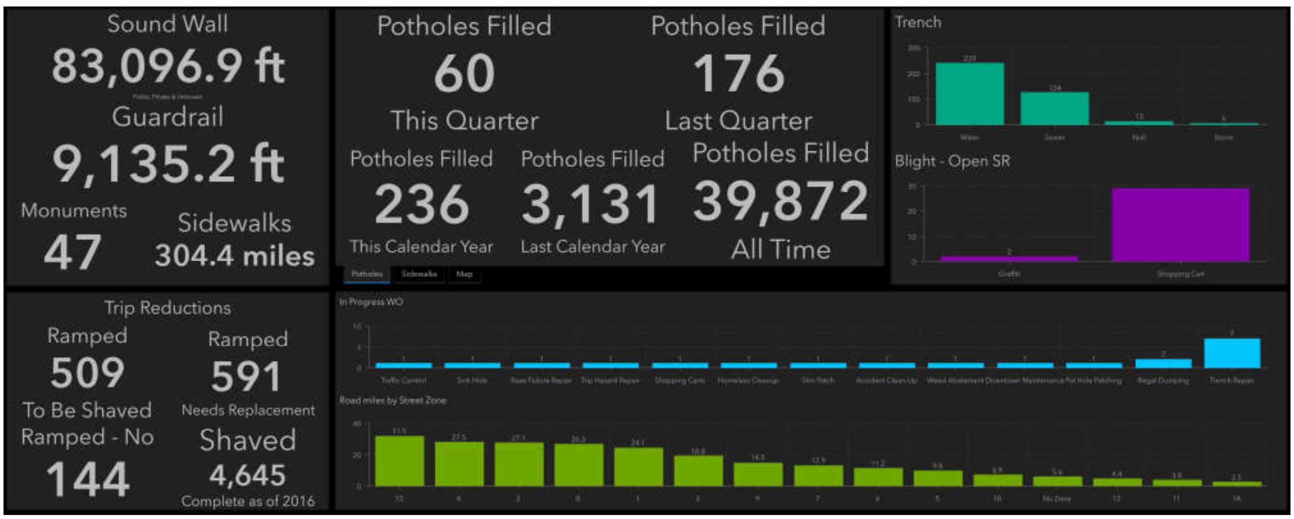
Parkside Phase 3
(Matmor Rd and Hadley Dr)

December 2021-
February 2022

March-May
2022

- GIS - Streets: The GIS Group is working with the Streets Group in adding all completed Skin Patch and completed "shaved" trip hazard locations to the map. Completed Skin Patch locations include; North St, Cross St, Matmor Rd and Beamer St. This project is ongoing with completion to be determined. Completed shaved trip hazard location are mainly within the areas of E Gum Ave, Matmor Rd and Springlake Areas. The GIS Group expects to have completed adding these locations to the map by Fall 2023.
- Electrical – Camera System Installations: The Electrical Group has worked with the IT department to install new antennas for various systems including the camera system. This should broaden the areas that we may place cameras.
- Electrical - CIP/Development Projects: The ROW Electrical Group is currently overseeing the inspection of four separate projects ranging from streetlight installations to the installation of new Traffic Signal Equipment.
  The East Main St, Gum Ave and Matmor Rd projects are in progress. All are expected to be completed by fall of 2023. Gibson Rd is estimated to be completed by Fall 2022.
- Electrical - Facility: The Industrial Electrical group has continued the cities effort to change all lighting to LED by changing over 300 lights out to LED at the PD and MSC buildings.
- Electrical: The Industrial Electrical group has continued to make instrumentation improvements to Wells sites with new dump to waste Motor Operated Valves and Well 19 and 24.
- Electrical: The Industrial Electrical group has continued to improve the WPCF with changes to the Aeration Basins instrumentation changing the ORP sensors to YSI sensors which involved wiring change outs throughout the basins.
- Electrical: The Industrial Electrical group and the Storm group have installed a concrete pad and electrical conduits for a new standby generator and area lights at Beamer underpass. This will minimize road closures due to flooding when power outages accompany rain events.
- Signs & Markings- Routine Street Marking Maintenance: The Signs & Marking Group painted newly installed speed humps high visibility white at the City Cemetery. "STOP" approaches and raised pavement markers have been repaired/ replaced at select intersection in Area's 1 and 2 (CR 98 to East St, Kentucky Ave to Main St). These reflective markers are designed to help keep the vehicles in their own lane while turning through these intersections. We have replaced the blue fire hydrant markers at these intersections and replaced the same in Area 3 (CR 98 to West St, W Main St to W Gibson Rd). As staffing increases and training continues, we will tackle busier streets this summer.
- Signs & Markings- Sign Knockdowns: The Signs Group repaired or replaced 12 knocked down signs this Quarter.
- Signs & Markings- Overhead sign replacement: New Overhead signs for the W. Court St corridor have been designed and ordered. This will be 12 new signs installed next Quarter.
- Signs & Markings- Installs: The Signs Group installed 5 new poles and signs at the MSC for the waste collection. These dedicated locations are an effort to improve the recycling program for the City.
- Signs & Markings- Routine Sign Maintenance: The Signs Group improved the street sign brackets along Promenade Dr. The wind had been damaging the signs and the new brackets seem to have alleviated the problem.

- Signs & Markings- Graffiti: The Signs Group continues to remove graffiti and paper stickers from the signs and poles and trim the trees blocking the traffic signs Citywide.
- Signs & Markings- Inspections: Continues Warranty Inspections and Plan reviews.
- Streets - Sidewalk Replacement Project: The Streets Group has selected AJ Landscape as the Sidewalk Replacement Contractor for this upcoming year. The project will kick off the first two weeks of July and run through middle of September. Eliminating an estimated 30 locations.
- Streets – Sidewalk Shaving Project: The Streets Group recently removed 756 known trip hazard locations throughout the City.
- Streets - Trash and Debris Clean Up: The Streets Group assisted Homeless Outreach Street Team (HOST) with cleanup of 54 homeless encampments and responded to 63 different calls about trash and debris abandoned or dumped in various locations throughout the City.
- Streets Group Dashboard: The information below is a dataset filled with all Streets Group maintained infrastructure along with reporting requirements. Below is a screenshot of data as of 3/1/2022. The ROW Division is in the process of implementing dashboards for all maintained infrastructure (Facilities, Underground Service Alerts, etc.).



Utilities Collections - Sewer and Storm Divisions

- The Collection Division has responded to more than 45 Service Requests with an average response time under 20 minutes.
- Collections crews performed routine inspection/maintenance on City Lift Stations and inspected 14 miles of Storm Ditch.
- The department acquired 3 new employees in late February and they are undergoing training, but the department is still understaffed by 5 positions.
- Collections staff have been performing weed abatement throughout the City limits but the majority focused on in Springlake open ditches. They are mowing areas where vegetation growth has been heaviest. Staff has also been working with RCD on maintaining East Regional Pond.

- Within the last quarter, Collections Preventive Maintenance HVVC crews cleaned 40,337 feet of mainline pipe & CCTV crews inspected 47,724 feet. In addition to staff working through CCTV/HVVC equipment reliability issues.
- Crews have also inspected 8,777 feet of sewer laterals and rodded 159 feet of root intrusion in City owned lower sewer service lateral.
- Operation & Maintenance replaced 258 feet of sewer service laterals & 34 feet of sewer mainline. Staff also installed 10 new City sewer clean outs for access.
- County Probation & Woodland PD Host program crews have worked closely with Collections group in the cleanup of multiple homeless camps & debris in various locations.
- Collection crews worked closely with Community Development Department on plan review & inspection for the new infrastructure within the Spring Lake Development performing inspections on Cal-West Phase 3 & 4, Heritage Remainder Phase 2, CR 25A & Promenade CR102, Country Oaks, Parkside 3.
- Collections & Electrical crews are working together in preparation of generator install @ Beamer Lift Station. Groundwork to include grading, laying conduit, pouring concrete pad, installing/fabricating new security fence.

Utilities - Water Production and Distribution Division

- Wells: Since 'Term 91' was declared, City ASR wells are being called into service to augment surface water supplies as demand requires.
- Wells: All other groundwater wells are currently off or in the "standby" position.
- Distribution Division: Crews continue working on system maintenance, repairs and improvements, as well as repairing and testing water meters. All program expectations and deadlines are being met.
- Preventive Maintenance: Crews continue to strive to meet the expectations of our valve-exercising program.

- Water Main Breaks: 12
- Water Main Valves, Fire Hydrants Replaced: 15
- Water Main Valves Exercised: 609
- Water Meters Tested: 218
- Water Meters Replaced: 96
- Water Quality Calls: 17

Wastewater Operations Division

Laboratory:

- Is fully staffed working on training new laboratory technician.
- Laboratory staff Continues to work on TNI requirements.

Pretreatment:

Pretreatment Staff works year round to inspect, permit and monitor a variety of businesses: Food Service Businesses (FSB's), Automotive Related Businesses (ARB's), Business of Concern (BOC's), Significant Industrial Users (SIU's), and Dental Industrial Users (DIU's). Staff also conducts a variety of sampling events to meet compliance requirements for the City's National Pollutant Discharge Elimination System (NPDES)

Permit: Local Limits (LL), Return Activated Sludge (RAS), Grit & Rags (G&R), Receiving & Effluent Waters (R&E), Stormwater (SW), Pyrethroid's (P) and Significant Industrial Users (SIU).

3/2022 thru 5/2022

Inspections	Permitting/Outreach	Sampling
112	39	7

Pretreatment Staff continues to conduct residential public outreach door-to-door of "Fat Trappers" to our mobile home and apartment complex residents. Each household receives a small storage container and two disposable bags to dispose of used cooking oil. Along with that comes literature to teach residents on the proper disposal of Fats, Oils & Grease which includes the option to recycle it at our Wastewater Treatment plant for free as well as literature on not flushing items like Q-tips, feminine hygiene products, wipes and alike that can clog our sewer system.

Regulatory Compliance:

- Prepared and submitted Quarterly and Monthly reports to the Regional Board in accordance with our National Pollutant Discharge Elimination System (NPDES) Permit.
- Continued participation in the Central Valley Clean Water Association (CVCWA) special studies on Methyl Mercury, Freshwater Mussels, and Low-Level Toxicity.
- Continued issuing an information binder with all new pretreatment permits with relevant information to the specific discharger.

Water Pollution Control Facility:

- Plant Operations: Ultra Violet (UV) system maintenance has been an ongoing task this quarter with multiple lamp replacements.
- Recycled Water Delivery: Currently recycled water is only being delivered to the City's Parks Department. Biomass has concluded a new contract with PG&E but has been under construction since September and has not resumed full operation.
- Solids Removal: The removal of solids from pond 10 was place on hold after a significant rain event last fall adding enough water to the pond to make it not feasible to remove solids for the remainder of the 2021 season; this may resume in the summer, depending on the conditions in the pond at that time solids water content.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: I.7
SUBJECT: Appointment of Members to Boards and Commissions

Staff report and attachments forthcoming.

Ken Hiatt
City Manager

Attachments:
None

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: I.8
SUBJECT: Sewer Collection System Wastewater Treatment Master Plan

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the consultant services agreement amendment 2 with Brown and Caldwell for preparation of the Water Pollution Control Facility Master Plan Phase II for an amount up to $273,644 and appropriate $250,000 from CIP 14-02, Water Pollution and Asset Replacement Project, to CIP 14-07.

Staff Contact

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

Fiscal Impact

Funding for preparation of the Water Pollution Control Facility Master Plan (WPCF MP) was programmed into CIP 14-07 in the FY 2021/22 Capital Budget, which was approved by City Council on June 15, 2021. The CIP budget is $591,500, funded by the Sewer Enterprise Fund. The proposed contract with Brown and Caldwell (BC) for preparation of the WPCF MP Phase II, contract amendment 2, is for an amount not to exceed $273,644. The new total contract amount for the WPCF MP will be $732,186. The council approved the WPCF MP Phase I with a contract amount of $423,276 on June 16, 2020 and approved amendment 1 to the WPCF MP Phase I with an amendment amount of $35,266 on January 5, 2021. Phase II will finalize the Master Plan and will rely on results of analyses being conducted concurrently with Phase I. The Master Plan will serve as guidance for wastewater treatment improvements needed to accommodate future shifts in population, regulations and to maintain successful treatment processes. The resulting list of recommended projects will be the basis for future capital improvement projects at the WPCF, which will be authorized individually by the City Council through the budget.

CIP 14-07 is currently funded out of the sewer enterprise fund (Fund 220) in the amount of $591,500. To complete the WPCF MP work, an additional $250,000 is necessary to be appropriated from CIP 14-02 for a new project budget amount of $841,500. CIP 14-02, Water Pollution Asset Replacement Project, is also funded out of Fund 220. There is no impact on the General Fund.

Background

The City of Woodland owns, operates and maintains the Water Pollution Control Facility (WPCF) which provides tertiary-level wastewater treatment and disposal services in compliance with the Clean Water Act to more than 60,000 residents as well as all commercial and industrial businesses within the City. The original WPCF was designed in 1986, built in 1988, and has since been periodically upgraded and expanded to accommodate for changes in regulations, operations and population. Considerable investments have been made in the numerous assets that allow the WPCF to work as designed. All of these assets have a finite life before functionality languishes and either the asset needs to be replaced or the treatment process needs to be reevaluated. Wastewater treatment facilities like the WPCF utilize master plans to assist with this strategic replacement and evaluation of assets and to remain in compliance with regulatory requirements. The WPCF Master Plan has not been updated since the 1986 design of the original WPCF. Individual replacement projects have been identified and funded over several years through the ongoing Capital Improvement Project (CIP) No. 14-02 and planning efforts have occurred over the past several years for certain processes, such as the Aeration Retrofit Project, CIP No. 12-02. As a result, the WPCF contains assets of varying ages and is in need of a comprehensive evaluation in order to minimize operations and management costs while maintaining treatment standards and preparing for future growth of the City of Woodland.

Many parts of the original facility, such as the aeration basins and the clarifiers, have been rehabilitated as a result of proactive staff evaluation and funded through CIP 14-02. A major WPCF upgrade was completed in 2016 with CIP 12-02 which upgraded the secondary treatment process from extended aeration and surface brush rotors to diffused aeration and the Modified Ludzack Ettinger process. Some assets, such as Secondary Clarifier No. 3 and the South Pond Pump Station are currently being rehabilitated or have recently been rehabilitated (CIP No.'s 20-11 and 18-07, respectively). These rehabilitated WPCF assets and those that have not yet been rehabilitated are logged into the WPCF Asset Management System. A comprehensive planning effort needs to be performed in order to reconcile those past improvements, current concerns, and future projects to meet current City Council goals for continued safe, cost-effective and sustainable wastewater treatment and effluent discharge and to accommodate the planned development included in the General Plan. The scope of work for the WPCF Master Plan includes reevaluation of the Facility's hydraulic and treatment capacities and modernization of the WPCF laboratory, Asset Management System and recommended Capital Improvement Program. It is the intention of the master planning effort to produce a Master Plan that is flexible enough to account for future changes in regulations, operations and population, yet actionable so that the City will have a clear roadmap for the continued provision of quality, safe and cost-effective wastewater treatment and effluent discharge through final urban buildout.

Discussion

Operation of the WPCF must comply with the treated effluent, receiving water, groundwater, and pond disposal limitations required under its existing National Pollutant Discharge Elimination System (NPDES) permit (No. CA0077950). The WPCF currently provides extended aeration (full nitrification) and tertiary-level treatment, disinfection, and discharge to the Tule Canal. The WPCF is permitted to discharge into the Tule Canal up to 10.4 million gallons per day (MGD) on an average annual flow basis during dry weather; however, effluent flows have peaked at only 8.8 MGD in the past four years. In the past decade, wastewater influent flows have decreased as a result of water conservation but influent organic loadings and thus concentrations have increased as a result of continued population growth. This poses a novel problem for the City as more treatment capacity is needed to process the increased loading of organics, yet no hydraulic capacity expansion is required because flows have not been increasing. Due to this new dynamic and also the changes in regulations, the diverse and aging assets existing at the WPCF, and the absence of an existing Master Plan for wastewater treatment, City Staff underwent a Qualifications-Based Selection (QBS) and procurement process for preparation of the WPCF Master Plan.

The City advertised a Request for Proposals for preparation of the WPCF MP in September 2019 and received five proposals on November 1, 2019. Through the QBS process, a proposal review committee evaluated and ranked the proposals based on each firms' project approach, work plan, project team qualifications and project experience. The proposal review committee ranked Brown and Caldwell (BC) as the most qualified and innovative proposer.

In April 2020, the City was issued a renewed NPDES permit by the Regional Water Quality Control Board. The permit requires the City to complete a groundwater analysis which will be completed concurrently with Phase I of the WPCF MP. The findings from the groundwater analysis potentially impact conclusions in the finalized Master Plan. As such, the staff envisions a two-phase Master Plan; Phase I has examined elements that are not possibly impacted by the groundwater study and associated analysis, while Phase II will coordinate results of that analysis with the best practical implementation strategies.

On June 16, 2020, the City Council approved via Resolution No. 7478 a contract with Brown and Caldwell for Professional Engineering Services to execute the Phase I contract of the WPCF MP. On January 5, 2021, the City Council approved via Resolution No. 7263 to execute Amendment 1 to Phase I of the WPCF MP.

Ultimately, all sewage within Woodland flows to the WPCF. The WPCF has successfully provided wastewater treatment and disposal services for the City since 1988 but is in need of a comprehensive guidance document for its expansion and/or improvement to accommodate for anticipated population growth and changes in influent loadings and discharge regulations. Once the master planning effort is approved by City Council, BC will endeavor to provide a Master Plan that addresses these issues and opportunities and delineates a clear path forward to confirm and forecast funding needs for the WPCF.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the consultant services agreement amendment 2 with Brown and Caldwell for preparation of the Water Pollution Control Facility Master Plan Phase II for an amount up to $273,644 and appropriate $250,000 from CIP 14-02, Water Pollution and Asset Replacement Project, to CIP 14-07.

Prepared by: Chris Fong, Senior Associate Civil Engineer

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

Ken Hiatt
City Manager

Attachments:
1. Resolution
2. Proposal Scope, Fee, and Schedule

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT 2 WITH BROWN AND CALDWELL TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT TO PREPARE PHASE II OF THE WATER POLLUTION CONTROL FACILITY MASTER PLAN, CIP #14-07

WHEREAS, the **CITY OF WOODLAND** (the "City") wishes to enter into Amendment 2 to the Consultant Services Agreement (the "Agreement") with Brown and Caldwell ("BC") for preparation of Phase II of the Water Pollution Control Facility Master Plan ("WPCF MP") for the Sewer Collections System Wastewater Treatment Master Plan, CIP 14-07 (the "Project"), for an amount not to exceed $273,644; and

WHEREAS, the City Council wishes to prioritize necessary maintenance and replacement projects throughout the City to ensure continuity of service; and

WHEREAS, the City Council wishes to actively manage continuous process improvements at the WPCF to facilitate expansion of the City and to protect and enhance the natural qualities of surface water resources; and

WHEREAS, the City identified the Sewer Collections System Wastewater Treatment Master Plan, CIP 14-07, to be a priority by its inclusion as part of the FY 2021/22 Capital Budget approved by the City Council on June 15, 2021; and

WHEREAS, BC was identified as the most qualified firm for preparation of the WPCF MP through a qualifications-based selection procedure; and

WHEREAS, BC is experienced in the planning, design, and evaluation of wastewater treatment facilities in the modern regulatory environment; and

WHEREAS, the City Council approved an Agreement with Brown and Caldwell for the Phase I WPCF MP and authorized its execution in the amount of $423,276 through the adoption of Resolution No. 7478 on June 16, 2020; and

WHEREAS, the City Council approved Amendment 1 to the Phase I WPCF MP in the amount of $35,266 for a total Phase I cost of $458,542 through the adoption of Resolution No. 7623 on January 5, 2022; and

WHEREAS, the City Council wishes to approve Amendment 2 with Brown and Caldwell for the Phase II MPCF MP in the amount of $273,644 for a total cost of $732,186 and authorize its execution through the adoption of this Resolution; and

WHEREAS, the City Council wishes to appropriate $250,000 from CIP 14-02, Water Pollution Asset Replacement Project, to CIP 14-07, Sewer/Wastewater Treatment Master Plan.

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

Section 1. The above recitals are true and correct and incorporated as if fully set forth herein.

Section 2. The City Council hereby approves an appropriation of $250,000 from CIP 14-02, Water Pollution Asset Replacement Project, to CIP 14-07, Sewer/Wastewater Treatment Master Plan.

Section 3.

The City Council hereby authorizes and directs the City Manager, or his or her designee, to execute the Consultant Agreement Amendment 2 for the Phase II WPCF MP with Brown and Caldwell in the amount not to exceed $273,644 for a total contract amount of $723,186, subject to such additions or modifications thereto as the City Manager, or his or her designee, may deem necessary in the best interests of the City.

Section 4. This Resolution shall be effective as of the date of adoption.

PASSED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

City of Woodland
WPCF Master Plan Phase 2
Scope of Services

Scope of Services

The following sections describes Brown and Caldwell's Scope of Services for the Water Pollution Control Facility (WPCF) Master Plan. Fee estimate is included as Attachment A. Fee schedule is included as Attachment B. Preliminary Project Schedule is included as Attachment C. This scope of work and associated fee are related to the Amendment for Phase 2 of the Master Plan.

Task 050 Project Management

The Project Management Task includes project setup, weekly internal project team meetings and client phone meetings (assumed to have one teleconference with one BC staff and the City PM each month), monthly preparation of invoices/status reports, overall project tracking, and maintaining the risk register and decision log.

Senior BC staff will review all deliverables prior to submittal to City. Formal QC review comments, and responses to comments will be documented and saved in BC's WorkSmart system.

Project Management Assumptions

- Project Management activities are based on a project duration of 12 months.
- Invoices shall include BC standard boilerplate invoice with a cover letter containing percent complete and percent spent for each major task with a general description of task activities completed during the invoice period.
- Budget is managed at the Task level and budgets can be transferred between sub-tasks at BC's discretion.
- Leftover budget from Phase 1 can be moved by BC to other tasks to use for Phase 2.

Task 002 Capacity Evaluation

BC will evaluate the existing process performance and capacity of each unit process and provide recommendations for WPCF optimizations and operational improvements in addition to capacity expansion needs. The evaluation will utilize a planning year of 2040 and will be coordinated with expected flows and loads associated with that year, as developed under the previous flow and load task.

A workshop will be conducted to get staff buy-in on the optimizations and operational modifications and well as the expansion and redundancy requirements.

Subtask 002.001 Review and Evaluation of Plant Operational Data

City shall supply BC with all the information used to complete the WPCF process capacity evaluation and document the existing facility process performance. The schedule assumes that the City will provide all requested data within 10 working days of receiving the data request. This data collection process will identify the baseline performance of the WPCF, process performance issues, WPCF flexibility, means by which WPCF staff have historically addressed operational issues, and historical elements of contingency and emergency operations. BC will interview WPCF staff to discuss the operation of the existing facilities, confirm redundancy requirements, and review the operational data.

At a minimum, the WPCF historical operational information will include disk filters (Influent and effluent turbidity, TSS), ultraviolet (UV) system (transmittance, Total Coliform, and flow data.

The WPCF performance data will be used to evaluate the existing processes and the resulting analysis will be compared with the existing WPCF design criteria. The analysis will include both a hydraulic and process capacity evaluation. For the hydraulic analysis, an updated hydraulic profile will be developed based on buildout flow conditions. A table of hydraulic bottlenecks and potential solutions to alleviate those bottlenecks will be identified. The scope and budget assume that costs for alleviating the hydraulic bottle necks will not be produced (i.e. projects will be identified but not developed any further).

Subtask 002.003 Workshop

BC will present the results of the unit process and hydraulic capacity evaluation, confirm redundancy requirements for each unit process, discuss timing for any recommended upgrades, and to solicit City buy-in for proceeding with further evaluation of WPCF optimization improvements. It is assumed that this meeting will be attended in person with up to three BC staff for a duration of 2 hours.

Deliverables

- Workshop Agenda and Presentation PowerPoint material
- Meeting minutes in MS Word format

Meetings

- Capacity Evaluation Workshop

Subtask 002.004 Update Draft Capacity Evaluation TM (TM No. 2)

An update to the Phase 1 Draft TM No. 2 will be prepared that presents the existing unit process treatment and hydraulic capacity redundancy requirements. Feedback from Workshop 2 will be used to identify which optimization improvements will be further evaluated in terms of life cycle costs. This information will be incorporated into Draft TM No.2

Deliverables

- Draft Capacity Evaluation TM

Meetings

- Review meeting with City staff and BC project manager and Task lead via Telephone

Subtask 002.005 Prepare Final Capacity Evaluation TM (TM No. 2)

BC team will incorporate City comments into a Final Capacity Evaluation TM.

Deliverables

- Final Capacity Evaluation TM
- Responses to comments on the Capacity Evaluation TM

Capacity Evaluation Assumptions:

- City will provide BC all hourly plant performance data and required as built drawings electronically using EXCEL within 2 weeks of data request

Task 007 Odor Control

BC will use a previous odor control study documented by V&A Consulting Engineers (2019) at the WPCF and historical data from the City's Odowatch system, combined with updated growth adjacent to the WPCF, to provide recommendations for odor mitigation measures which will be triggered by this growth. The following subtasks describe the work for this task.

Subtask 007.001 Review Previous Study and Conduct Odor Evaluation

BC will incorporate previous odor results and associated modeling of odor dispersion in the vicinity of the WPCF and compare the odor contour maps to planned development adjacent to the WPCF. It is assumed the City will provide all information related to the planned development, including locations, adjacent to the WPCF. BC will provide recommendations on when (or if) certain odor control systems recommended in the previous study and other odor mitigation strategies should be implemented. BC will use costs provided in the previous study and update based on escalation using Engineering News-Record (ENR) 20 City Average Construction Cost Index (CCI) data; BC will not produce new cost estimates for major odor control systems in this task. From the historical data, BC will also provide an opinion on whether proposed buffer zones should be reconsidered in any given directions.

BC will evaluate the City's current odor measurement/modeling system for effectiveness and recommend any potential modifications to improve the data collection.

Subtask 007.002 Conduct Workshop

BC will conduct a virtual workshop using MS Teams telecommunication software. It is assumed to be 2 hours in duration, attended by four BC staff. BC will provide draft and final presentation materials, including Powerpoint slides, meeting agendas, and meeting minutes.

Subtask 007.003 Draft TM (TM No. 7)

BC will develop a brief TM (up to 15 pages in length) describing the results of this task, including any recommendations. The TM will be submitted in electronic, MS Word and PDF formats to the City. The schedule assumes the City will review the TM and provide comments in email format within 3 weeks.

Subtask 007.004 Final TM (TM No. 7)

BC will consider the City's comments on the draft TM and make appropriate updates, and then will provide a final, signed and stamped TM in PDF format.

Odor Control Assumptions

- BC will update cost estimates from V&A study. BC will not produce original cost estimates for major odor control measures. Costs of additional odor mitigation measures will be preliminary and based on experience at similar facilities.
- The City will provide maps showing the proposed locations for future development and proposed buffer zones by land use type.

Task 009 Future Reuse and Disposal Opportunities

BC will look at the long-term options for water reuse and other effluent disposal opportunities. BC will look at regulatory drivers and funding options that may lead to future opportunities for the City.

Subtask 009.002 Summarize Recycled Water Opportunities

BC will summarize the existing Recycle Water Master Plan and provide updated information to identify any new opportunities for recycled water. BC will provide narrative about any opportunities for wetlands discharges. Evaluation of wetlands discharges will consist of conceptual descriptions and will not discuss any project definitions or costs. BC will explore potential for agricultural irrigation using recycled water at nearby locations. Additional landscape and turf irrigation options will also be evaluated.

A description of this evaluation will be included in Subtask 009.006 (TM No. 9). BC will perform a water balance to estimate summer recycled water availability and coordinate that with water cap demands in the pond system. BC will evaluate the use of recycled water instead of secondary effluent for water cap on the ponds.

Subtask 009.003 Identify Potable Reuse Opportunities

BC will identify potential potable reuse opportunities for the WPCF and the level of treatment and associated costs. Options considered include:

- Indirect potable reuse via aquifer storage and recovery
- Indirect potable reuse via surface spreading near the WPCF

A description of this evaluation will be included in Subtask 009.006 (TM No. 9).

Subtask 009.004 Identify Reuse Grant Funding Opportunities

BC will look for funding opportunities and identify sources of funding for the City. Some of the potential funding sources include:

- Water Recycling Funding Program
- WaterSMART Program Title XVI
- Infrastructure Investment and Jobs Act (IIJA) Federal Water Reuse Funding

Subtask 009.005 Review Workshop

BC will conduct a review workshop to discuss the potential reuse grants, reuse costs, and associated opportunities. The work performed in Task 009 will be discussed in this workshop in a powerpoint presentation.

Deliverables

- Workshop Agenda and Presentation materials (i.e. PowerPoint slides)
- Meeting Minutes

Meetings

- Workshop

Subtask 009.006 Prepare Draft Future Reuse and Disposal Opportunities TM (No. 9)

The results of the reuse and disposal opportunities analysis will be documented and summarized in a TM. BC will include future funding opportunities identified in Subtask 009.003. Findings from the review workshop will also be incorporated into the TM. Schedule assumes that the City will provide BC with comments via email format within three weeks of receipt of draft TM.

Deliverables

- Draft Future Reuse and Disposal Opportunities TM 9

Meetings

- Review meeting with City staff and BC project manager and task lead via Telephone

Subtask 009.007 Final Future Reuse and Disposal Opportunities TM (No. 9)

BC team will incorporate City comments into a Future Reuse and Disposal Opportunities TM.

Deliverables

- Final Future Reuse and Disposal Opportunities TM
- Responses to comments on the Draft Future Reuse and Disposal Opportunities TM

Future Reuse and Disposal Opportunities Assumptions:

- Class V American Association of Cost Engineering (AACE) cost estimates (+100% to -50%) will be prepared for up to two reuse and disposal alternatives
- The scope and budget are based on BC not evaluating any needs for source control programs or corrosion control plans.
- The scope and budget are based on BC not developing sampling plans nor does it include cost estimates related to permitting.

Task 010 Recommended Capital Improvement Program (CIP)

BC will combine the identified projects in prior tasks into a CIP and develop an implementation schedule for the City along with a cash flow analysis.

Subtask 010.001 Prepare Cash Flow and Implementation Schedule

The cash flow and implementation schedule will be updated from Phase 1 by incorporating the additional projects and priorities established during Phase 2 of the master plan.

Subtask 010.002 Conduct CIP Review Workshop

BC will summarize the projects in a workshop along with an implementation schedule. The goal of the workshop is to fine tune the implementation schedule for the projects based on the information presented in the workshop.

Deliverables

- Workshop Agenda and Presentation

Meetings

- CIP Workshop

Subtask 010.003 Prepare Draft CIP TM (No. 10)

The results of the capital improvement program will be documented and summarized in an updated TM. Findings from the CIP review workshop will also be incorporated into the TM. It is assumed the City will provide comments within three weeks from receipt of the draft TM. Comments shall be provided to the BC PM via email.

Deliverables

- Draft CIP TM 10

Subtask 010.004 Prepare Final CIP TM (No. 10)

BC team will incorporate City comments into a Final CIP TM 10.

Deliverables

- Final CIP TM10
- Responses to comments on the Draft CIP TM

Task 011 End to End Solids Management Alternatives

Subtask 011.001 Evaluate Biosolids End Use Alternatives

BC will compare several biosolids end use alternatives, which will include an evaluation of the costs, risks, and benefits. Costs will be based on market data and available facility capacity. These end use alternatives will be used to develop end-to-end solids treatment alternatives and build on the work performed in Phase 1. End use alternatives that will be included are:

- Status Quo – current biosolids management utilizing the Yolo County Landfill for daily cover.
- Alternative 0.A: Classify the biosolids as Class A on a batch-by-batch basis, or obtain EPA approval that the current treatment process meets Class A.
- Alternative 0.B: Co-composting at the Yolo County Landfill.
- Alternative 1: End use at a nearby, decommissioned landfill in the City of Woodland which is in need of soil on a periodic basis. It is assumed that the City will provide sufficient details and capacity of this site such that BC can develop cost information. This alternative will include an evaluation of using portions of the existing Erskine Pond for disposal of biosolids to determine how much time that buys the City for varying areas of disposal.
- Alternative 2: Evaluate other land application sites near the WPCF, such as Pacific Coast Producers or other farms that grow crops suitable for use of municipal biosolids.
- Two additional alternatives will be developed and presented to the City to obtain confirmation prior to proceeding with the evaluation. Potential alternatives include:
    - Class A fertilizer blending
    - Class A soil blending

For Class B biosolids alternatives, BC will investigate whether the City could qualify for a land application exemption under the Department of Public Health. Alternative Class B sites at neighboring counties such as Sacramento and Solano will be evaluated to determine if feasible route for the City's biosolids.

For alternatives that could qualify as Class A or Class B biosolids with demonstrated testing, BC will document the requirements, process, timeline, and approximate costs for testing the current solids treatment process to meet EPA Class A or Class B biosolids.

After evaluating biosolids end use options, BC will coordinate the required level of solids treatment to achieve the end use goals. This may utilize the solids treatment schemes identified in TM No. 8, or could utilize a new solids treatment technology. This will be evaluated further in 011.004.

Subtask 011.002 Identify Grant Funding Opportunities

BC will identify potential energy and organics grants and public private partnership opportunities with resource recovery solutions management companies that are available for implementing projects at the WPCF. These potential funding opportunities will be brought to the City PM's attention prior to further investigation. Up to 20 hours are assumed for this task.

Subtask 011.003 Biosolids End Use Workshop 1

Workshop 1 will be an interactive review meeting with City staff to discuss the biosolids end use evaluation (Subtask 011.001), including the options, risks, SB 1383 and other regulatory compliance, potential grant funding (Subtask 011.002), benefits, and costs. The purpose of this workshop is to screen viable biosolids end use options to be incorporated into the solids alternatives in TM No. 11 and to help screen and select end-to-end alternatives to include in the updated solids water energy evaluation tool (SWEET) model.

Deliverables

- Workshop Agendas and Presentations
- Meeting minutes

Meetings

- Workshop assumes four attendees from BC, 3-hours in duration, with three staff from BC attending in person and the other one virtually.

Subtask 011.004 Prepare Draft TM (TM No. 11)

Biosolids end use alternatives (Subtask 011.001) and the new solids treatment alternatives identified in Workshop 1 will be updated in the existing Phase 1 SWEET model. BC will prepare conceptual site layouts, capital and O&M costs, and present non-economic considerations for each alternative. Capital costs will be developed to a Class 5 (-50%/+100%) AAECI level. BC will estimate 20-year net present costs for each end-to-end alternative using the Class 5 estimate and O&M info from equipment vendors.

Draft TM No. 11 will provide a holistic evaluation to help the City make a decision on the best path forward for solids treatment and biosolids end use. Potential alternatives to evaluate include temporary/seasonal third-party solids management, solar drying, and changing the pond operation to investigate if there is a feasible way to reduce water in the biosolids (others to be identified during the study). In addition, up to two different solids treatment technologies will be evaluated for use in creating Class A biosolids. This could include a solar dryer and up to one other technology. The technologies to be evaluated will be recommended by BC and confirmed by the City prior to starting the evaluation. This task will build upon findings from TM No. 8, which was developed in Phase 1.

Deliverables

- Draft Solids Management Alternatives Evaluation TM No. 11.

Meetings

- None.

Subtask 011.005 End-to-End Alternatives Workshop 2

BC will conduct a second workshop to present the end-to-end alternatives SWEET model results, site layouts, and recommendations (Subtask 011.004) after submitting the draft TM No. 11. City feedback from Workshop 2 will be incorporated into the final TM No. 11.

Deliverables

- Workshop Agendas and Presentations
- Meeting minutes

Meetings

- Workshop assumes four attendees from BC, 3-hours in duration, with three staff from BC attending in person and the other one virtually.

Subtask 011.006 Prepare Final TM (TM No. 11)

Comments from the workshops with City staff and draft TM will be incorporated into the final TM No. 11 End to End Solids Management Alternatives. TM No. 11 will provide a final recommendation on the best path forward for solids treatment and biosolids end use.

Deliverables

- Final Solids Management Alternatives Evaluation TM.
- Responses to comments on draft TM No. 11

Meetings

- None.

Recommended Capital Improvement Program Assumptions:

- Biosolids disposal costs for alternatives from TM No. 8 will be incorporated. A Class V cost estimate will be updated for one solid treatment/disposal alternative.
- Up to one opinion of probably construction cost (OPCC) can be developed if the capacity evaluation determines that a project is needed within 10 years (i.e. by 2033).

Master Plan Report Assumptions:

- Powerpoint Presentation of Master Plan Graphics will be provided to City

Task 012 Master Plan Report

BC will compile and summarize the previous TMs into a comprehensive Master Plan Report.

Subtask 012.001 Prepare Draft Master Plan Report

BC will prepare an executive summary and include of the previous TMs as appendices and submit to the City for review. BC will also provide graphics from the Master Plan Report to the City for review. The graphics will be stand-alone figures that can be used by the City for formal presentations.

Deliverables

- Draft Master Plan Report

Subtask 012.002 Prepare Final Master Plan Report

BC team will incorporate City comments into a Final Master Plan Report. The schedule assumes the City will provide comments within three weeks via email.

Deliverables

- Final Master Plan Report
- Final Presentation Materials
- Responses to comments on the Draft Master Plan Report

Basis for Cost, Scope, and Schedule

BC's has included the following assumptions for our proposed cost, scope, and schedule.

General Assumptions

- Workshop durations are assumed to last 2 hours and attended by up to 4 BC staff
- Phone meeting duration is assumed to last 1 hour and attended by up to 2 BC staff (PM and Task Lead)
- Workshop Presentation agenda, PowerPoint and Draft TM shall be electronic copies only (PDF)
- Final TM will be transmitted electronically via thumb drive (PDF) and hard copies (5)
- Client comments shall be screened and compiled by the City of Woodland and transmitted to BC via comment tracking spreadsheet or raw markups via PDF.

- City review period for deliverables is assumed to be 3 weeks
- Notice to proceed will be provided to BC in June 2022 and project duration will be 10 months
- No work planned between Christmas Day and New Year's Day Holidays
- No work planned during Thanksgiving week.
- City shall provide all required background information within 2 weeks of Notice to Proceed

Cost Assumptions

- $8/hour additional project cost (APC) added to hourly rates
    - Fee based on attached BC rate schedule.
    - A 3% escalation will be applied to rates annually effective 1/1/2023.

Attachment A: Fee Estimate

Woodland, City of (CA) -- WWTP Master Plan

Phase	Phase Description	Henneman, Seppi M PM	Okamura, Esther Elaine L PA	Harrison, Michael J	Armenta, Maxwell	Yuska, Ellen	Nojima, Alison C	Beil, Ryan	Casey, Colin M	Hesby, James C	Romero Urbina, Mary Lou	Beggs, Robert A	Sierra, Natalie V	Billing, Brandon M	Chouinard, Tracy M	Holmer, Melanie S	Agster, William P	Jimenez, Jose A	McEwen, David W	Gagne, Daniel	Schock, Dawn M	Sicora, Susan M	Goodburn, Daniel L	Burlingham, Frances B	Parker, Austa M	Mackey, Erin D	Total Labor Hours	Total Labor Effort	APC	Lodging and Food	Other Travel	Total ODCs	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		$220.42	$114.33	$297.67	$133.90	$114.33	$261.62	$133.90	$190.55	$297.67	$154.50	$297.67	$261.62	$190.55	$154.50	$322.39	$220.42	$322.39	$261.62	$220.42	$93.73	$114.33	$220.42	$261.62	$190.55	$261.62										
050	**Project Management**	**46**	**32**	**20**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**16**	**8**	**8**	**16**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**176**	**40,247**	**1,411**	**300**	**2,200**	**2,500**	**0**	**2,500**	**3,911**	**44,159**
002	Progress Reporting & Invoicing	23	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**63**	11,092	503	0	0	**0**		**0**	**503**	**11,595**
003	Team Coordination & Leadership	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**24**	5,180	188	300	2,200	**2,500**		**2,500**	**2,688**	**7,868**
004	QC Review	0	0	12	0	0	0	0	0	8	0	0	16	8	8	16	8	8	0	0	0	0	0	0	0	8	**90**	23,975	720	0	0	**0**		**0**	**720**	**24,695**
002	**Capcity Evaluation (2nd Cap Only)**	**28**	**0**	**2**	**63**	**0**	**0**	**72**	**0**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**2**	**0**	**0**	**0**	**0**	**187**	**28,042**	**1,492**	**0**	**0**	**0**	**0**	**0**	**1,492**	**29,534**
001	Plant Operational Data Evaluation	8	0	0	24	0	0	40	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	**76**	11,028	604	0	0	**0**		**0**	**604**	**11,632**
003	Conduct Workshop	8	0	2	8	0	0	8	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	**30**	5,263	240	0	0	**0**		**0**	**240**	**5,503**
004	Update Draft TM 2	8	0	0	24	0	0	16	0	0	0	0	0	4	0	0	0	0	0	0	4	2	0	0	0	0	**58**	8,418	460	0	0	**0**		**0**	**460**	**8,878**
005	Prepare FINAL TM 2	4	0	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	**24**	3,332	188	0	0	**0**		**0**	**188**	**3,520**
007	**Odor Control**	**16**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**52**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**122**	**31,574**	**976**	**0**	**0**	**0**	**0**	**0**	**976**	**32,550**
001	Review Background Information	0	0	0	0	0	0	0	0	0	0	16	0	0	0	0	0	0	16	0	0	0	0	0	0	0	**32**	8,949	256	0	0	**0**		**0**	**256**	**9,205**
002	Conduct Workshop	4	0	2	0	0	0	0	0	0	0	4	0	0	0	0	0	0	8	0	0	0	0	0	0	0	**18**	4,761	144	0	0	**0**		**0**	**144**	**4,905**
003	Draft TM	8	0	0	0	0	0	0	0	0	0	20	0	0	0	0	0	0	24	0	4	0	0	0	0	0	**56**	14,371	448	0	0	**0**		**0**	**448**	**14,819**
004	Final TM	4	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	4	0	4	0	0	0	0	0	**16**	3,494	128	0	0	**0**		**0**	**128**	**3,622**
009	**Future Reuse/Disposal Opportunities**	**32**	**0**	**2**	**0**	**152**	**0**	**0**	**0**	**4**	**0**	**38**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**4**	**64**	**0**	**120**	**0**	**424**	**75,709**	**3,392**	**0**	**400**	**400**	**0**	**400**	**3,792**	**79,501**
002	Summarize Recycled H2O Opp.	8	0	0	0	40	0	0	0	4	0	24	0	0	0	0	0	0	0	0	0	0	32	0	24	0	**132**	26,298	1056	0	0	**0**		**0**	**1,056**	**27,354**
003	Identify Potable Reuse Opportunities	8	0	0	0	40	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	32	0	48	0	**134**	24,322	1072	0	0	**0**		**0**	**1,072**	**25,394**
004	Identify Reuse Grant Funding Opp.	2	0	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	**34**	5,014	272	0	0	**0**		**0**	**272**	**5,286**
005	Review Workshop	8	0	2	0	12	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	16	0	**42**	7,970	336	0	400	**400**		**400**	**736**	**8,706**
006	Draft Future Reuse/Dispo Opp TM 9	4	0	0	0	32	0	0	0	0	0	4	0	0	0	0	0	0	0	0	4	4	0	0	16	0	**64**	9,612	512	0	0	**0**		**0**	**512**	**10,124**
007	Final Future Reuse/Dispo Opp TM 9	2	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	4	0	**18**	2,493	144	0	0	**0**		**0**	**144**	**2,637**
010	**Recom. Capital Improvement Program**	**28**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**4**	**0**	**0**	**0**	**0**	**42**	**7,974**	**336**	**0**	**400**	**400**	**0**	**400**	**736**	**8,710**
001	Cash Flow-Implementation Schedule	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**8**	1,763	64	0	0	**0**		**0**	**64**	**1,827**
002	Conduct CIP Review Workshop	8	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	**14**	2,816	112	0	400	**400**		**400**	**512**	**3,328**
003	Prepare Draft TM 10	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	**12**	2,138	96	0	0	**0**		**0**	**96**	**2,234**
004	Prepare Final TM 10	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	**8**	1,257	64	0	0	**0**		**0**	**64**	**1,321**
011	**End to End Solids Mngmnt Altern.**	**24**	**0**	**4**	**104**	**0**	**80**	**0**	**0**	**0**	**0**	**32**	**36**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**312**	**64,738**	**2,496**	**0**	**400**	**400**	**0**	**400**	**2,896**	**67,634**
001	Evaluate Biosolids End Use Alternatives	2	0	0	24	0	32	0	0	0	0	24	8	0	8	0	0	0	0	0	0	0	0	0	0	0	**98**	22,499	784	0	0	**0**		**0**	**784**	**23,283**
002	Identify Grant Funding Opportunites	2	0	0	8	0	4	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	**18**	3,605	144	0	0	**0**		**0**	**144**	**3,749**
003	End-to-End Alternatives Wrkshp 2	4	0	2	0	0	8	0	0	0	0	4	8	0	0	0	0	0	0	0	0	0	0	0	0	0	**26**	6,854	208	0	400	**400**		**400**	**608**	**7,462**
004	Prepare Draft TM 12	8	0	0	48	0	24	0	0	0	0	0	8	0	8	0	0	0	0	0	4	0	0	0	0	0	**100**	18,173	800	0	0	**0**		**0**	**800**	**18,973**
005	End-to-End Solid Altern. Wrkshp 2	4	0	2	8	0	8	0	0	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	**30**	6,878	240	0	0	**0**		**0**	**240**	**7,118**
006	Prepare Final TM 12	4	0	0	16	0	4	0	0	0	0	0	4	0	8	0	0	0	0	0	4	0	0	0	0	0	**40**	6,728	320	0	0	**0**		**0**	**320**	**7,048**
012	**Master Plan Report**	**24**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**12**	**0**	**0**	**0**	**0**	**64**	**11,049**	**508**	**0**	**0**	**0**	**0**	**0**	**508**	**11,557**
001	Prepare Draft Master Plan	16	0	2	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	16	8	0	0	0	0	**46**	7,762	364	0	0	**0**		**0**	**364**	**8,126**
002	Present Final Master Plan	8	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	0	0	0	0	**18**	3,287	144	0	0	**0**		**0**	**144**	**3,431**
	GRAND TOTAL	**198**	**32**	**36**	**167**	**152**	**80**	**72**	**0**	**12**	**0**	**114**	**56**	**20**	**32**	**16**	**8**	**8**	**52**	**0**	**60**	**22**	**64**	**0**	**120**	**8**	**1,326**	**259,332**	**10,611**	**300**	**3,400**	**3,700**	**0**	**3,700**	**14,311**	**273,644**

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Attachment B: Rate Schedule

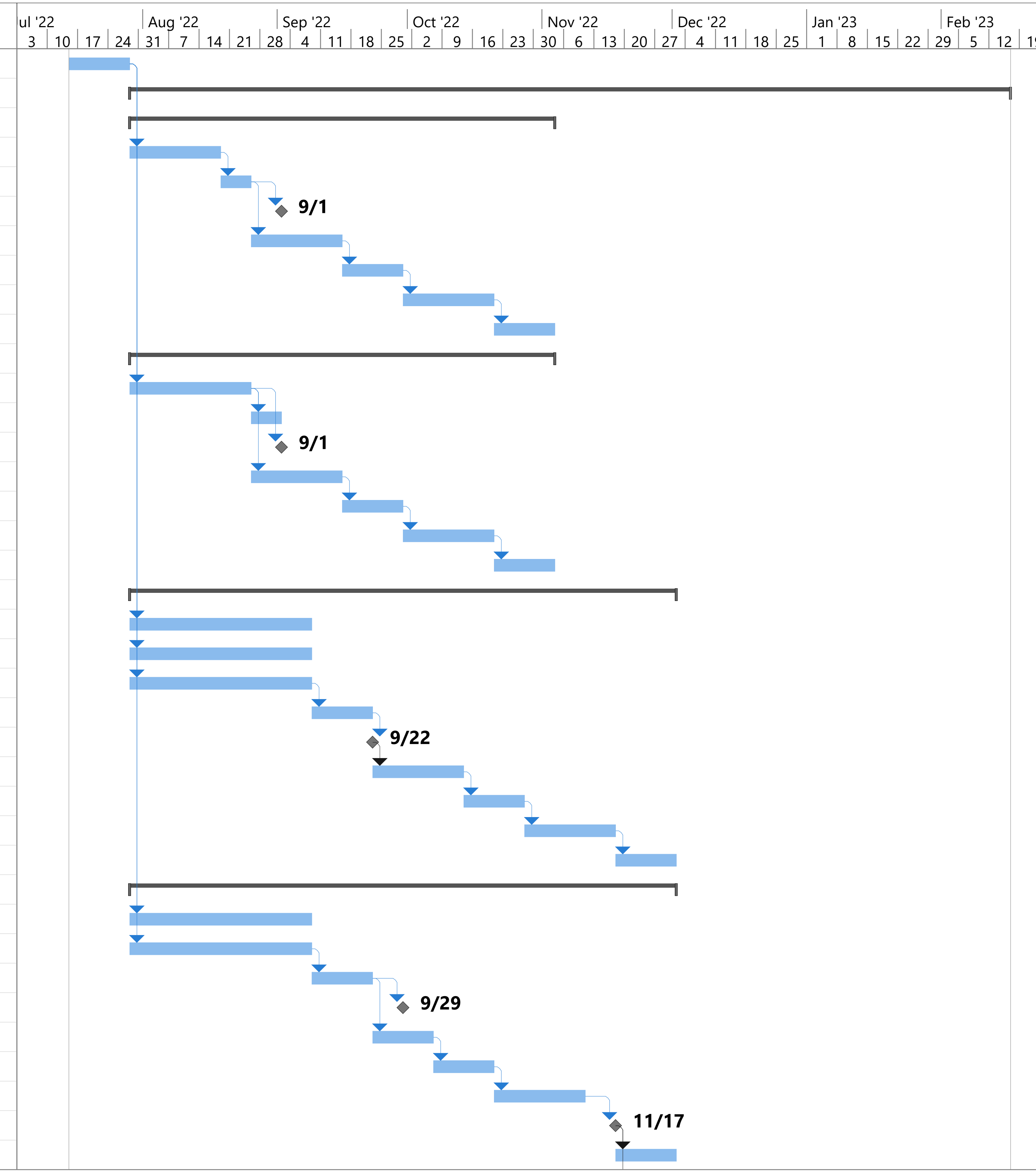
Brown and Caldwell Schedule of Hourly Billing Rates

				Hourly Rate
A			Office/Support Services I	72.10
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	75.19
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	81.37
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	85.49
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	93.73
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	114.33
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	133.90
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	154.50
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp.Contract Administrator	190.55
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	220.42
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	261.62
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	297.67
M	Vice President			322.39
N	Senior Vice President			373.89
O	President/Executive Vice President			373.89
P	Chief Executive Officer			373.89

NOTE: Internal charges for phone, fax, copies and computers will be biled at a charge of $8 per labor hour.
These rates are effective for the 2022 calendar year and will be adjusted annually on January 1, 2023.
The escalation rate is assumed to be 3%.

Attachment C: Project Schedule

ID	Task Name	Duration	Start	Finish
1	NTP + Data Collection	10 days	Fri 7/15/22	Thu 7/28/22
2	**Task 050 - Project Management**	**145 days**	**Fri 7/29/22**	**Thu 2/16/23**
3	**Task 2 - Capacity Evaluation**	**70 days**	**Fri 7/29/22**	**Thu 11/3/22**
4	Task 2.1 - Plant Operational Data Evaluation	15 days	Fri 7/29/22	Thu 8/18/22
5	*Internal QC Review*	*5 days*	*Fri 8/19/22*	*Thu 8/25/22*
6	Task 2.3 - Conduct Workshop	0 days	Thu 9/1/22	Thu 9/1/22
7	Task 2.4 - Update Draft TM	15 days	Fri 8/26/22	Thu 9/15/22
8	*Internal QC*	10 days	Fri 9/16/22	Thu 9/29/22
9	*Client Review*	15 days	Fri 9/30/22	Thu 10/20/22
10	Task 2.5 - Prepare Final TM	10 days	Fri 10/21/22	Thu 11/3/22
11	**Task 7 - Odor Control**	**70 days**	**Fri 7/29/22**	**Thu 11/3/22**
12	Task 7.1 Review background info and evaluate odors	20 days	Fri 7/29/22	Thu 8/25/22
13	*Internal QC Review*	5 days	Fri 8/26/22	Thu 9/1/22
14	Task 7.2 Conduct Workshop	0 days	Thu 9/1/22	Thu 9/1/22
15	Task 7.3 Draft TM	15 days	Fri 8/26/22	Thu 9/15/22
16	*Internal QC*	*10 days*	*Fri 9/16/22*	*Thu 9/29/22*
17	*Client Review*	15 days	Fri 9/30/22	Thu 10/20/22
18	Task 7.4 Final TM	10 days	Fri 10/21/22	Thu 11/3/22
19	**Task 9 - Future Reuse and Disposal Opportunities**	**90 days**	**Fri 7/29/22**	**Thu 12/1/22**
20	Task 9.2 - Summarize Recycled Water Opportunities	30 days	Fri 7/29/22	Thu 9/8/22
21	Task 9.3 - Identify Potable Reuse Opportunities	30 days	Fri 7/29/22	Thu 9/8/22
22	Task 9.4 - Identify Reuse Grant Funding Opportunities	30 days	Fri 7/29/22	Thu 9/8/22
23	*Internal QC*	10 days	Fri 9/9/22	Thu 9/22/22
24	Task 9.5 - Conduct Workshop	0 days	Thu 9/22/22	Thu 9/22/22
25	Task 9.6 - Prepare Draft Future Reuse and Disposal Opportunities	15 days	Fri 9/23/22	Thu 10/13/22
26	*Internal QC*	10 days	Fri 10/14/22	Thu 10/27/22
27	*Client Review*	*15 days*	*Fri 10/28/22*	*Thu 11/17/22*
28	Task 9.7 - Final Future Reuse and Disposal Opportunities TM	10 days	Fri 11/18/22	Thu 12/1/22
29	**Task 11 - End to End Solids Management Alternatives**	**90 days**	**Fri 7/29/22**	**Thu 12/1/22**
30	Task 11.1 - Evaluate Biosolids End Use Alternatives	30 days	Fri 7/29/22	Thu 9/8/22
31	Task 11.2 - Identify Grant Funding Opportunities	30 days	Fri 7/29/22	Thu 9/8/22
32	*Internal QC*	10 days	Fri 9/9/22	Thu 9/22/22
33	Task 11.3 - Biosolids End Use Workshop 1	0 days	Thu 9/29/22	Thu 9/29/22
34	Task 11.4 - Prepare Draft TM	10 days	Fri 9/23/22	Thu 10/6/22
35	*Internal QC*	10 days	Fri 10/7/22	Thu 10/20/22
36	*Client Review*	15 days	Fri 10/21/22	Thu 11/10/22
37	Task 11.5 - End to End Alternatives Workshop 2	0 days	Thu 11/17/22	Thu 11/17/22
38	Task 11.6 - Prepare Final TM	10 days	Fri 11/18/22	Thu 12/1/22

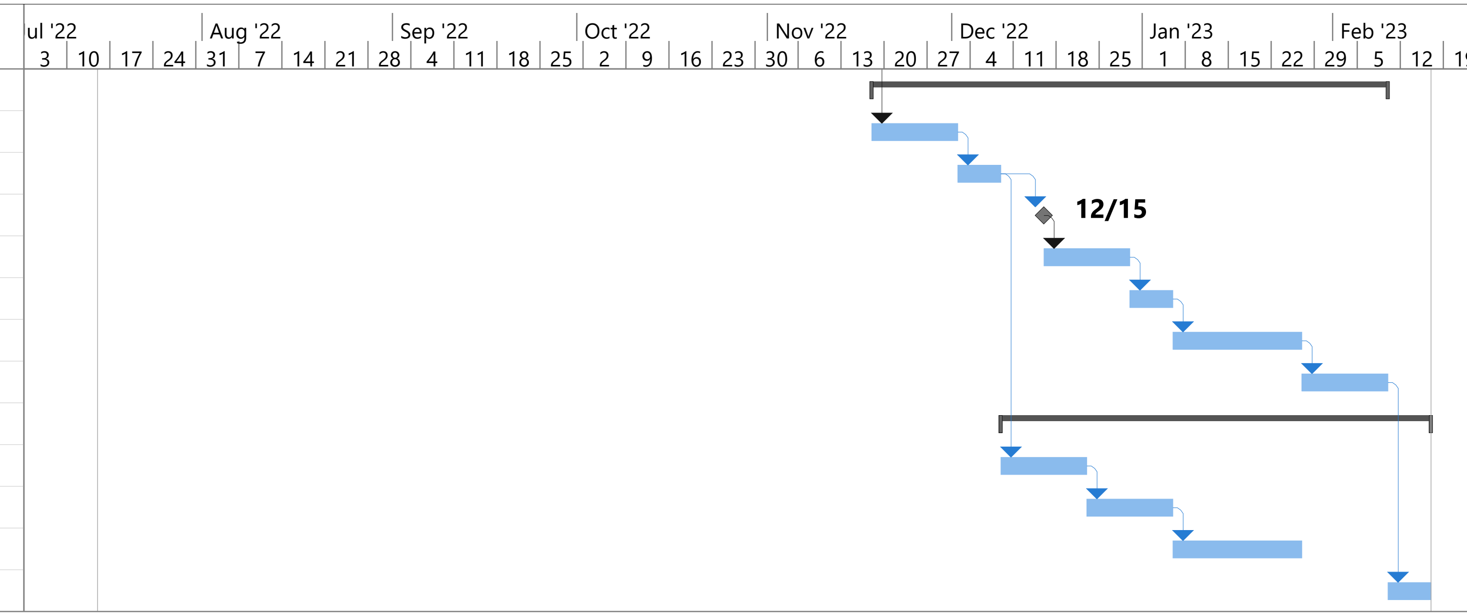


Project: Woodland Phase 2 Sco
Date: Mon 5/2/22

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Page 1

ID	Task Name	Duration	Start	Finish
39	**Task 10- Recommended Capital Improvement Program (CIP)**	**60 days**	**Fri 11/18/22**	**Thu 2/9/23**
40	Task 10.1 - Prepare Cash Flow and Implementation Schedule	10 days	Fri 11/18/22	Thu 12/1/22
41	*Internal QC Review*	*5 days*	*Fri 12/2/22*	*Thu 12/8/22*
42	Task 2.3 - Conduct CIP Workshop	0 days	Thu 12/15/22	Thu 12/15/22
43	Task 2.4 - Update Draft TM	10 days	Fri 12/16/22	Thu 12/29/22
44	*Internal QC*	5 days	Fri 12/30/22	Thu 1/5/23
45	*Client Review*	15 days	Fri 1/6/23	Thu 1/26/23
46	Task 2.5 - Prepare Final TM	10 days	Fri 1/27/23	Thu 2/9/23
47	**Task 12 - Master Plan Report**	**50 days**	**Fri 12/9/22**	**Thu 2/16/23**
48	Task 12.1 - Prepare Draft Master Plan Report	10 days	Fri 12/9/22	Thu 12/22/22
49	Internal QC	10 days	Fri 12/23/22	Thu 1/5/23
50	Client Review	15 days	Fri 1/6/23	Thu 1/26/23
51	Task 12.2 - Final Master Plan Report	*5 days*	*Fri 2/10/23*	*Thu 2/16/23*



Project: Woodland Phase 2 Sco
Date: Mon 5/2/22

Task | Project Summary | Manual Task | Start-only | Deadline
Split | Inactive Task | Duration-only | Finish-only | Progress
Milestone | Inactive Milestone | Manual Summary Rollup | External Tasks | Manual Progress
Summary | Inactive Summary | Manual Summary | External Milestone

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: I.9
SUBJECT: Development Impact Fee Deferral Program

Recommendation for Action: Staff recommends that the City Council conduct a second reading and adopt Ordinance No. 1690, approving the amendment of Woodland Municipal Code Section 15.20 to delete the expiration date for the Fee Deferral Program so that the program will remain in effect until further amended by the Council as well as make clarifying changes to the existing City Code as needed.

Staff Contact

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

Fiscal Impact

The changes made to the Fee Deferral Ordinance in November 2018 have been met with positive response from both the residential infill developers and large commercial project developers. Since then, fifty-two infill residential units have been successfully built and sold after benefiting from the fee deferral program. We have current Fee Deferral Agreements in place for a 16-unit infill housing project (4 of the units have already been sold and deferred fees paid). There are four hotels and several smaller commercial projects that also have fee deferral agreements in place. The increase in infill projects is a good indication that the fee deferral program is helping to defray the initial cost of construction that often hinders upfront project financing. The changes proposed by this amendment primarily provide clarifying language where needed, add the water capacity fee as a fee eligible for deferral, and remove the Ordinance expiration date.

Background

At its June 7, 2022 meeting, the City Council introduced and waived the first reading and adopted by title only, Ordinance 1690. Council unanimously agreed to amend the Woodland Municipal Code Section 15.20, including deleting the expiration date of the Fee Deferral Program, so that the program will remain in effect until further amended by the Council as well as make clarifying changes to the existing City Code as needed.

Discussion

If these changes are approved on June 21, 2022, the amended Ordinance will be effective 30 days later, on July 20, 2022. With this Amendment, the addition of the Water Capacity Fee as an eligible fee for deferral will be included, and the expiration date for the Fee Deferral Program will be deleted.

The other proposed changes to the Current Fee Deferral Program include:

Section 15.20.030 A.4 Deferred fees - Eliminate water as a deferred fee as we do not charge a water development impact fee since moving to surface water (we now charge a Water Capacity Fee)

- Section 15.20.030 A. Deferred fees - Add A.10, Water Capacity Fee, as a fee eligible for deferral
- Section 15.20.040 Definitions - Corrected several typographical errors and clarifications were added
- Section 15.20.050 Fee Deferral Program - The sections referencing interest accrual on deferred fees were eliminated since fees are charged based on the current fees in place at the time of payment
- Section 15.20.050 B Nonresidential Development - Added a maximum fee deferral cap of $2 million for non-residential projects
- Section 15.20.080 Interest - Deleted section since fees owed at time of payment are re-calculated based on current fees in place

- Section 15.20.110 Expiration - Deleted section as the intention is to continue the Fee Deferral Program until further amended by the City Council

Conclusion
Staff recommends that the City Council conduct a second reading and adopt Ordinance No. 1690, approving the amendment of Woodland Municipal Code Section 15.20 to delete the expiration date for the Fee Deferral Program so that the program will remain in effect until further amended by the Council as well as make clarifying changes to the existing City Code as needed.

Prepared by: Lynn Johnson, Senior Management Analyst

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

Ken Hiatt
City Manager

Attachments:
1. Ordinance No. 1690 Development Impact Fee Deferral Program

ORDINANCE NO. 1690

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING SECTIONS 15.20.030(A), 15.20.040, 15.20.050, 15.20.080 AND 15.20.110 OF THE WOODLAND MUNICIPAL CODE RELATING TO THE DEFERRAL OF CERTAIN DEVELOPMENT IMPACT FEES

WHEREAS, the City of Woodland ("City") requires the payment of various development impact fees to help address the impacts of new development; and

WHEREAS, the City recognizes that the payment of fees represents a substantial financial commitment for many projects; and

WHEREAS, the construction of new residential and non-residential/commercial/industrial projects has a significantly high fee burden and a relatively longer construction period, typically 12-18 months, making a fee deferral program beneficial for many developers: and

WHEREAS, the inability of developers to construct new development within the City due to the substantial financial commitment for many projects has restricted the City's revenue through the loss of potential *ad valorem* tax revenue and/or sales tax revenue; and

WHEREAS, in an effort to spur development and associated City revenues, the City Council adopted Ordinance No. 1501 on December 8, 2008, permitting developers to defer development impact fees for certain projects until June 30, 2010; and

WHEREAS, the City Council adopted Ordinance No. 1528 on May 17, 2011 to extend the sunset date until June 30, 2013; Ordinance No. 1550 on May 21, 2013 to extend the sunset date until June 30, 2015; Ordinance No. 1585 on July 7, 2015 to extend the sunset date to June 30, 2017; and Ordinance No. 1618 to extend the sunset date to June 30, 2022; and

WHEREAS, on November 20, 2018 the City Council adopted Ordinance No. 1640 amending certain sections of the Municipal Code to allow residential infill development to qualify for the fee deferral program, allow all development impact fees to be deferred, and define the amount due when the certificate of occupancy is issued to be those fees in effect on that date; and

WHEREAS, Ordinance No. 1640 will sunset on June 30, 2022 unless extended; and

WHEREAS, the economic challenges that necessitated the adoption of the initial Fee Deferral Program continue to negatively impact some projects and are expected to continue to do so in the foreseeable future; and

WHEREAS, to ensure the continued development of infill residential and non-residential projects and the receipt of accompanying tax revenue, the City Council wishes to delete the expiration date for the Fee Deferral Program so that the program will remain in effect until further amended by the Council, as well as make clarifying changes to the existing City Code as needed.

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

Section 1. Authority. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 2. Amendment. Sections 15.20.030(A), 15.20.040, 15.20.050, 15.20.080 and 15.20.110 of the Woodland Municipal Code are hereby amended to read in full as follows:

Sec. 15.20.030 Deferred fees.

A. The City may defer any or all of the following development impact fees or capacity charges pursuant to the provisions of this chapter:
    1. General City;
    2. Library;
    3. Police;
    4. Roads;
    5. Administration;
    6. Storm Drain;
    7. Fire;
    8. Wastewater;
    9. Parks
    10. Water Capacity Fee.
B. The development impact fees/capacity charges set forth in this section shall be further defined in the guidelines. This section provides the exclusive list of fees which may be deferred pursuant to this chapter. Any fees not provided in this section shall be paid pursuant to applicable Federal, State or local regulations including, without limitation, fees related to the California Environmental Quality Act.

15.20.040 Definitions.

"Applicant" means the owner or owners of record for the real property on which an approved project is to be located.

"Approved development project" means a development project that has received final discretionary action by the City and which is in compliance with all Federal, State and local requirements, including, without limitation, environmental requirements due prior to issuance of a building permit.

"Deferred fees" means any development impact fees or capacity charges, as set forth in Section 15.20.030, that the City has agreed to defer pursuant to a fee deferral agreement.

"Fee deferral agreement" means a standardized agreement satisfactory to the City and approved by the City Attorney, executed by and between the applicant and the City for the purpose of approving the deferral of certain deferred fees. The fee deferral agreement shall require the applicant to indemnify, defend and hold harmless the City and its officials, officers, agents and employees for any claims, causes of action or damages/cost arising from the City's temporary deferral of the deferred fees. A fee deferral agreement is specific to an approved development project and is nontransferable to another applicant or another approved development project.

"Guidelines" means the Public Facilities Fee Program Administrative Guidelines created by the Engineering Division of the City Community Development Department, as amended from time to time.

"Nonresidential development" means a development project in which at least 51% of the occupiable square footage is used for nonresidential purposes including, without limitation, commercial or industrial uses.

"Nonresidential maximum deferral period" means the 24-month period from the date of issuance of the building permit in which any deferred fees may remain unpaid for any nonresidential development. The nonresidential maximum deferral period for any building permit may be extended at the discretion of the City Council prior to the expiration of the nonresidential maximum deferral period.

"Residential infill development" means an approved development project consisting of single-family or multifamily residential units built on vacant or underutilized parcels within existing urbanized areas (see map in the Guidelines).

"Residential maximum deferral period" means the maximum period in which any deferred fees may remain unpaid for any residential development, which shall be determined by the Community Development Director or designee and set forth in the fee deferral agreement; provided, however, that the residential maximum deferral period shall not exceed 12 months from the date of issuance of the building permit. The residential maximum deferral period for any building permit may be extended at the discretion of the City Council prior to the expiration of the residential maximum deferral period.

15.20.050 Fee deferral program.

A. Residential Infill Development.

1. An applicant must enter into a fee deferral agreement to qualify for a deferral of development impact fees for a residential infill development. The fee deferral agreement shall explicitly provide for the recordation of a lien against the real property on which the

approved development project is to be located, which shall be removed upon payment in full of all deferred fees.

2. Deferred fees for a single-family infill residential development shall be due and payable in full for each individual lot within the approved development project upon the earlier of: (a) a request for final inspection under a building permit; or (b) the close of the residential maximum deferral period for the applicable building permit.

3. Deferred fees for a multifamily infill residential development shall be due and payable in full for each building within the approved development project upon the earlier of: (a) request for final inspection under a building permit; or (b) the close of the residential maximum deferral period for the applicable building permit.

B. Nonresidential Development.

1. A nonresidential project fee deferral is only available for projects whose total impact fee requirement does not exceed Two Million dollars ($2,000,000).

2. An applicant must enter into a fee deferral agreement to qualify for a deferral of development impact fees for a nonresidential development. The fee deferral agreement shall explicitly provide for the recordation of a security instrument, to be mutually agreed upon by the applicant and the City, against the real property on which the approved development project is to be located, which shall be removed upon payment in full of all deferred fees.

3. Deferred fees for nonresidential developments shall be due and payable in full upon the earliest of: (a) the date set forth in the fee deferral agreement entered into for the subject property; (b) a request for final inspection under a building permit and/or a certificate of occupancy; or (c) the close of the nonresidential maximum deferral period for the applicable building permit.

15.20.060 Approval of deferred fees.

A. No project shall be eligible for execution of a fee deferral agreement unless all of the following conditions are met:

1. The project shall be located on property within the City of Woodland.
2. The project shall have received the final discretionary approval by the City Council, Planning Commission, or staff as deemed appropriate.

3. The project shall have undergone all required environmental review and shall be in compliance with all requirements established by the environmental document prepared for the project.
4. All conditions of approval, as applicable at the time of permit issuance, shall have been met.
5. All payments of taxes and assessments on the property on which the project is located shall be current.
6. The applicant shall have no unpaid balances due to the City for the project or any other project or purpose.
7. The applicant and/or his, her, or its partners and affiliates on the project shall have been deemed by the City to present a low risk of non-payment of fees, if the City opts to conduct a risk assessment, which may include meeting the following criteria and any others the City deems necessary:
    a. The applicant and/or his, her, or its partners and affiliates on the project have not had a foreclosure on any of its or their properties in the last four years.
    b. The applicant and/or his, her, or its partners and affiliates on the project, and any companies in which any such person has held a controlling interest, have not filed for bankruptcy within the past four years.
    c. The applicant and/or his, her, or its partners and affiliates on the project have no outstanding civil judgments.
8. All fees imposed by a government agency other than the City either shall have been paid or shall have been the subject of a fee deferral agreement between the applicant and the agency imposing the fees.

B. The fee deferral agreement shall be approved and executed by the City Manager or designee. All such approvals shall be based on the criteria in subsection A of this section, and may be withheld if the approval criteria are not met, or if the approval criteria are met and if the approving person or body finds that it is not in the City's interest to approve a fee deferral agreement.

C. Upon execution of a fee deferral agreement, the City shall record the fee deferral agreement and any related security documents, if applicable, against the real property subject to the fee deferral agreement in the amount of the deferred fees. Upon payment in full of the deferred fees, the City shall remove the lien from the subject property.

15.20.070 Program application.

An application for deferral of development impact fees may be submitted concurrently with or in advance of any application for building permits for the approved development project. Notwithstanding any other provision of this code, in no event shall a building permit be issued until either of the following occurs:

A. Payment of all applicable fees due; or

B. Execution of a fee deferral agreement.

15.20.080 Fee adjustments.

An estimate of the amount of the deferred fees shall be calculated at the time of building permit issuance and shall be attached to the recorded docs (lien, etc.). The actual fee amount shall be calculated and paid at the time of payment which shall occur no later than the date set forth in the fee deferral agreement.

15.20.090 Administration charge.

The City Council may, by resolution, establish a processing and administration fee to cover the reasonable costs of administering the fee deferral program established by this chapter. This processing and administration fee shall be placed in the general fund and shall provide a revenue source to cover the costs of preparing the fee deferral agreement and tracking the deferred fees.

Section 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 4. CEQA. The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect of the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance amends an existing fee deferral program to allow for the deferral of development impact fees and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

Section 5. Effective Date and Publication. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance to be posted or published as prescribed by law. This Ordinance shall take effect thirty (30) days following its adoption.

INTRODUCED at a regular meeting of the City Council held on the 7th day of June, 2022 and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the 21st day of June 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: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: I.10
SUBJECT: Initial and Renewal Fees for Carrying Concealed Weapons Permit

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____, establishing Carrying Concealed Weapon (CCW) Permit Fees.

Staff Contact:
Derrek Kaff, Police Chief, Derrek.Kaff@cityofwoodland.org

Council Goals:
This recommendation supports these Council goals: (1) Enhance Governance and Fiscal Responsibility; and (2) Strengthen Public Safety & Infrastructure.

Fiscal Impact:
Total proposed fees are intended to fully recover staff costs associated with processing, issuing and enforcing Carry Concealed Weapon (CCW) permits within the City of Woodland via an application fee.

State law mandates that the City charge a fee for CCW permits. The licensing authority of any city shall charge an additional fee in an amount equal to the reasonable costs for processing the application for a new license, issuing the license, and enforcing the license, including any required notices, excluding fingerprint and training costs, and shall transmit the additional fee, if any, to the city (Penal Code § 26190).

Additional fees will be required for fingerprinting, training or psychological testing, in addition to the application fee. The fees will be finalized prior to the Department accepting applications on July 1st 2022.

Background:
For the last several years, the Yolo County Sheriff's Office (YCSO) has been in charge of approving and issuing Carrying Concealed Weapon (CCW) Permits. In early 2022, YCSO notified the Woodland Police Department that oversight, issuance, and enforcement of CCW permits would be transferred to the City effective July 1, 2022. With this new responsibility comes the need for a change to the police fee schedule to add CCW permit fees. The basis for the fees takes into account estimated staff time to perform the administrative tasks (paperwork review, background investigation and fingerprinting time, etc.) along with enforcement time.

Discussion:
Staff has conducted an estimate of staff time needed to perform the necessary tasks associated with issuing CCW permits. The following are the proposed non-refundable fees for an initial application and a subsequent renewal application:

Initial CCW Application Fee	$170
Renewal CCW Fee	$85

The proposed fees are only the City application fees. There are costs due to the state along with additional fees that will be required for fingerprinting, training or psychological testing; these additional costs are the responsibility of the permit applicant.

The staff believe that taking over the approval and issuance of CCW permits is a beneficial opportunity due to knowing our residents and being familiar with our community. This knowledge allows for a more accurate and thorough review when issuing CCW permits. In addition, permit applicants can file an appeal with YCSO for CCW applications denied by the Chief of Police.

Conclusion:
Staff recommends that City Council adopt Resolution No. _____, establishing Carrying Concealed Weapon (CCW) Permit Fees.

Prepared by: Trista Kennedy, Executive Assistant

Reviewed by: Derrek Kaff, Chief of Police

Ken Hiatt
City Manager

Attachments:
1. Resolution - CCW Permit Fees

RESOLUTION NO. _______
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE ESTABLISHMENT OF CARRYING CONCEALED WEAPON (CCW) PERMIT FEES.

WHEREAS, the Woodland Police Department will assume the oversight, issuance, and enforcement of Carrying Concealed Weapon (CCW) permits starting July 1, 2022 from the Yolo County Sheriff's Office; and

WHEREAS, staff believes that taking over the approval and issuance of CCW permits is a beneficial opportunity due to knowing our residents and being familiar with our community; and

WHEREAS, non-refundable application and renewal permit fees will be established to fully recover staff costs associated with processing, issuing and enforcing CCW permits within the City of Woodland; and

WHEREAS, with the City assuming the responsibility of overseeing Carrying Concealed Weapon (CCW) Permits for our residents and business owners is the ability for the Sheriff to review appeals of denials by the Chief of Police.

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

SECTION 1. That the City Council hereby authorizes the establishment of a non-refundable initial Carrying Concealed Weapon (CCW) permit application fee of $170.

SECTION 2. That the City Council hereby authorizes the establishment of a non-refundable renewal Carrying Concealed Weapon (CCW) permit application fee of $85.

PASSED AND ADOPTED by the City Council this 21st day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

____
Ethan Walsh, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	June 21, 2022
ITEM #:	I.11
SUBJECT:	Council Member Election and Measures regarding City Council Salaries and Local General Tax - November 8, 2022

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, calling a General Municipal Election of Two Council Members by District and Calling a Special Election for the Purpose of Submitting a Measure Amending Section 2.04.300 of the Woodland Municial Code to Allow City Council Salary to be set at Five Hundred Dollars per Month and Allowing City Council Salaries to be set in the Future in Accordance with State Law, and a Measure Adding Chapter 3.36 to Article 3 (Taxation and Purchasing) of the Woodland Municipal Code, Establishing a Tax on Cannabis Businesses Operating Within the City of Woodland, Said Elections to be Held in the City of Woodland on November 8, 2022, and Directing the Consolidation of the Elections with the Statewide General Election and All Other Elections.

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

Fiscal Impact:
The cost for consolidation of these elections is dependent upon how many other jurisdictions and items are included in the election. The candidates also have a cost for filing and printing, which is paid to the County of Yolo. The City does not separately charge City Council candidates.

Background:
City Council elections are held every even numbered year and are consolidated by Yolo County with other elections held on the same date. In June 2014, the electorate in Woodland passed Measure U, which transitioned Council elections from atlarge to bydistrict elections and approved a map establishing five defined electoral districts. The two council seats to be contested in 2022 will be in Districts 1 and 3.

Discussion:
To initiate the process of conducting the election, the Council was asked to consider and adopt a Resolution calling for an election and asking the County Board of Supervisors to direct the Elections Office to so consolidate and conduct our general municipal election. The Resolution also calls for an election to place two proposed ballot measures on the November 8, 2022 ballot. These are (1) the proposed measure that would set City Council salaries at $500 per month and allow salaries to be set in the future in accordance with State law, and (2) the proposed measure to establish a local general tax not to exceed 10% on the gross receipts received by any cannabis business operating in the City. The City Council, during its June 7, 2022 Council meeting, considered and approved the language for each of these measures.

Elections are consolidated by the County, which substantially lessens the cost to the individual cities and the County to conduct elections. The first step in the process is to adopt a Resolution to call for the elections and request the services of the County in conducting the consolidated election. In keeping with the required deadlines as per election law and the needs of the County Election Office, the Board of Supervisors will be asked to take action at its meeting of July 12, 2022 to so call for the election. The County has asked the local jurisdictions to adopt their resolutions by June 21 to allow the County sufficient time to place items on the Board of Supervisors agenda.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, Calling a General Municipal Election of Two Council Members by District and Calling a Special Election for the Purpose of Submitting a Measure Amending Section 2.04.300 of the Woodland Municial Code to Allow City Council Salary to be set at Five Hundred Dollars per Month and Allowing City Council Salaries to be set in the Future in Accordance with State Law, and a Measure Adding Chapter 3.36 to Article 3 (Taxation and Purchasing) of the Woodland Municipal Code, Establishing a Tax on Cannabis Businesses Operating Within the City of Woodland, Said Elections to be Held in the City of Woodland on November 8, 2022, and Directing the Consolidation of the Elections with the Statewide General Election and All Other Elections.

Ken Hiatt
City Manager

Attachments:
1. Resolution Calling and Consolidating November 2022 Election

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CALLING A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF TWO COUNCIL MEMBERS BY DISTRICT, CALLING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING A MEASURE TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING SECTION 2.04.300 OF THE WOODLAND MUNICIPAL CODE TO ALLOW CITY COUNCIL SALARY TO BE SET AT FIVE HUNDRED DOLLARS PER MONTH AND ALLOWING CITY COUNCIL SALARIES TO BE SET IN THE FUTURE IN ACCORDANCE WITH STATE LAW AND A MEASURE ON THE NOVEMBER 8, 2022 REGULAR MUNICIPAL ELECTION BALLOT FOR SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE ADDING CHAPTER 3.36 TO TITLE 3 (TAXATION AND PURCHASING) OF THE WOODLAND MUNICIPAL CODE, ESTABLISHING A TAX ON CANNABIS BUSINESSES OPERATING WITHIN THE CITY OF WOODLAND, SAID ELECTIONS TO BE HELD IN THE CITY OF WOODLAND ON NOVEMBER 8, 2022, AND DIRECTING THE CONSOLIDATION OF THE ELECTIONS WITH THE STATEWIDE GENERAL ELECTION AND ALL OTHER ELECTIONS

WHEREAS, the City Council of the City of Woodland, by adoption of Ordinance Numbers 1576 and 1581, established that the City's regular municipal election would be consolidated with the Statewide general election in November; and

WHEREAS, a majority of the voters voting on Measure U on November 4, 2014, approved a change from the City's former at-large system of electing City Council members to a "by district" system whereby the City now has five electoral districts, and one council member shall be selected from each district; and

WHEREAS, pursuant to California Government Code sections 37100.5 and 37101, the City of Woodland has the authority to establish a local business tax upon cannabis businesses that engage in business in the City; and

WHEREAS, Section 2(b) of Article XIII C of the California Constitution, added by Proposition 218 effective November, 1996, requires that the measure proposing a general tax be submitted to the voters at an election consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, pursuant to California Constitution Article XIII C, Section 2(b) and Elections Code section 10201, the City has determined to submit a proposition to enact an ordinance establishing a local general tax not to exceed 10% on the gross receipts received by any cannabis business through its operations and/or manufacturing; and

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WHEREAS, at the General Municipal Election on April 8, 1986 the voters of the City of Woodland passed Measure C, an Initiative to Limit the Salaries of the Members of the Woodland City Council, which set City Council compensation at $250 per month, and declared that any increase to City Council salaries must be submitted to the electors, and that such increase must be approved by a majority of the electors voting in the election in order for such salary increase to take effect; and

WHEREAS, pursuant to Section 9222 of the California Elections Code, the City Council has authority to place propositions on the ballot to be considered at a Municipal Election; and

WHEREAS, the City Council desires to submit to Woodland voters a measure that would change City Council compensation to be adjusted to $500 per month as allowed by Government Code Section 36516(a), and would further repeal Measure C, so that City Council salaries may be amended from time to time in accordance with the requirements and restrictions of State law; and

WHEREAS, the City requests the Yolo County Board of Supervisors to direct the County Elections Official to render services to the City related to the conduct of an election.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Calling of the General Municipal Election. Pursuant to the requirements of the laws of the State of California relating to municipal elections, there shall be, and there is hereby called and ordered held in the City of Woodland, County of Yolo, State of California, on November 8, 2022, a general municipal election of the qualified electors of the City of Woodland, for the purpose of electing two (2) members of the City Council for a full term of four (4) years each.

The two Council members shall be from Districts 1 and 3. The general municipal election shall be held and conducted as provided for by law for the holding of municipal elections in the City.

Section 2. Calling of the Special Election. Pursuant to the requirements of the laws of the State of California relating to municipal elections, including municipal elections consolidated with other elections, the City Council of the City of Woodland hereby calls and orders held a special municipal election to be held in the City of Woodland, County of Yolo, State of California, on November 8, 2022, for the purpose of placing on the ballot a ballot measure on the November 8, 2022 Regular Municipal Election ballot for the submission to the qualified voters of a proposed ordinance amending Section 2.04.300 of the Woodland Municipal Code to allow City Council salary to be set at Five Hundred Dollars per month and allowing City Council salaries to be set in the future in accordance with State Law, and a General Tax Measure on the November 8, 2022 Regular Municipal Election Ballot for the submission to the qualified voters of a proposed ordinance adding Chapter 3.36 to Title 3 (Taxation and Purchasing) of the Woodland Municipal Code, establishing a tax on cannabis businesses operating within the City of Woodland.

Section 3. Consolidation of the Election. The City Council hereby requests the Yolo County Board of Supervisors to consolidate the general municipal election and the special election on the two propositions with the Statewide election and all other elections, to be held and conducted in accordance with Elections Code Section 10418, and to be held within the City on November 8, 2022.

Section 4. Election Related Services. Pursuant to Elections Code section 10002, the City of Woodland requests and authorizes the Yolo County elections official to provide the services necessary to implement the election and to consolidate the election on the November 8, 2022 Election Ballot for the County of Yolo. Such services include the publication of notices, calling the election and calling for ballot arguments, provision of precinct maps, provision of voter lists, obtaining and staffing polling places, hiring and training of precinct workers, provision and delivery of precinct supplies, provision of microfiche of voters and poll locations, if desired, counting of ballots and certification of the election, and all other aspects of elections not specified herein that may be agreed upon between the County Clerk and the City Clerk.

Section 5. Impartial Analysis. Pursuant to Elections Code section 9280, the City Elections Official shall transmit a copy of the measure to the City Attorney, who shall prepare an impartial analysis of the measure showing the effect of the measure on existing law and the operation of the measure.

Section 6. Arguments. The Yolo County Clerk shall fix the dates for submittal of arguments concerning the measure and rebuttal arguments. The City hereby adopts the provisions of Elections Code section 9285, regarding the acceptance of rebuttal arguments.

Section 7. Ballot Measures. Pursuant to Elections Code section 10403, the ballot forms shall have printed on them the following words with regard to the measures:

"**MEASURE ___**: Shall the salary for City Council members of the City of Woodland be increased from $250 to $500 per month, and in the future be adjusted by City ordinance in accordance with State Law?

YES ________ NO _________"

"MEASURE ___: To improve City services, such as law enforcement, parks, youth/senior services, and street repair, and for general government use, shall a measure be adopted enacting a tax on cannabis businesses up to 10% of gross receipts, until ended by voters?

YES ________ NO _________"

Section 8. City's Reimbursement of Costs. The City of Woodland shall reimburse the County of Yolo for all costs and expenses incurred by the County in conducting said election upon presentation of a bill to the City.

Section 9. Forwarding of Resolution to the County. The City Clerk is authorized and directed to file a copy of this Resolution with the Board of Supervisors and the County Clerk upon its adoption by the City Council.

Section 10. Implementation Actions. The City Manager and the City Clerk, as authorized by the City Manager, are further authorized and directed to take such further actions and execute such documents as are necessary to cause the election to be conducted on behalf of the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of June, 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

82093.00003\40177053.1

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: I.12
SUBJECT: Annual Appropriations Limit

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the City of Woodland's Fiscal Year (FY) 2022/23 Appropriations Limit

Staff Contact
Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact
The FY2022/23 expected tax revenues are well below the calculated appropriations limit of $91,095,865; therefore no fiscal impact will result from this item.

Background
In November 1979, California voters approved Proposition 4, commonly known as the Gann Initiative. The Proposition created Article XIIIB of the State Constitution, a state law that requires the state and local governments to adopt an annual appropriation limit. The appropriation limit, also referred to as the "Gann Limit", establishes a limit on the proceeds of taxes that may be appropriated for spending in a given fiscal year. The limit is based on actual appropriations during the 1978/79 fiscal year, as adjusted each year using specified population and inflation factors.

In June 1990, Proposition 111 was adopted, which imposed changes to the calculation of the limit by providing a choice of methodologies for determining the annual inflation factor and for population growth, providing exclusions of certain types of expenditures, and revision to the processes required for refunding taxes collected in excess of the limit.

Discussion
Revenues restricted by the Gann Limit ("Limit") are only those that are defined as "proceeds of taxes". Many of the major General Fund revenue sources (sales tax, property tax, motor vehicle in-lieu) are classified as proceeds of taxes and are, therefore, subject to the Limit. Additionally, certain types of expenditures (voter approved debt, interfund transfers, capital outlay, and costs of complying with court orders or federal mandates) are excludable categories that do not count against the Limit.

As a result of Proposition 111, the City must choose between two (2) annual inflation factors and two (2) population growth factors for calculating the Limit each year.

The choice offered for the annual inflation factor is the greater of (1) the change in California per capita income or (2) the growth in non-residential assessed valuation due to new construction within the City. The data necessary to calculate the increase in non-residential assessed valuation is not currently available from the County; therefore, the City has elected to use the change in California per capita income.

The choice offered for the annual population growth factor is the greater of the growth in the city or county population. For FY2022/23, the California State Department of Finance provided the calendar year 2021 population growth percentage changes for both the City of Woodland and Yolo County at -1.41% and 1.81%, respectively. Based on these growth rates, it is recommended that the City Council approve the appropriations limit using the County's population growth factor. Using the prior year Gann limit of $83,195,112, the

FY2022/23 Limit is calculated by applying the 1.81% population change in the City and the 7.55% increase in California per capita personal income. Please see the calculation worksheet attached to the Resolution. The resulting appropriation limit of $91,095,865 is $37,980,141 higher than our expected tax revenue for FY2022/23. The City should remain substantially below the Appropriations Limit in the foreseeable future.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving the City of Woodland's Fiscal Year (FY) 2022/23 Appropriations Limit

Prepared By: Evis Morales, Finance Officer

Reviewed By Kimberly McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. Gann Limit Resolution FY23
2. FY2022-23 Appropriations Limit Calculation
3. State of California 2023 Price and Population Information

RESOLUTION NO: ___________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO SET THE APPROPRIATION LIMIT, IN ACCORDANCE WITH ARTICLE XIII-B OF THE STATE CONSTITUTION FOR FISCAL YEAR 2022/23

WHEREAS, the voters of the State of California added Article XIII-B to the Constitution limiting the state and local governments' ability to appropriate the proceeds of taxes; and,

WHEREAS, California legislation (SB 1352) has implemented the provisions of Article XIII-B, effective January 1, 1981; and modified these provisions with the passage of Proposition 111 in June 1990; and,

WHEREAS, the City of Woodland has calculated its appropriation limitation in accordance with Government Code Section 7910; and,

WHEREAS, the City Council of the City of Woodland selected the greater of the City or the County of Yolo's population factor and State of California's inflation factor for calculating the appropriations limit.

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

Section 1. To set the Appropriation Limit for the City of Woodland for fiscal year 2022/23 at $91,095,865.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

Appropriation Limit Calculation for Fiscal Year ending 6/30/2023

	Fiscal Year 2021/22 Appropriation Limit	$	83,195,112

Input Areas

Factors:

(a)	Per Capita Personal Income % change	7.550%	
(a)	Annual % Change In population	1.810%	(The higher % increase should be used - Woodland's population increase or Yolo County's population increase)

Factors converted to Ratios:

Per Capita Ratio	1.0755
Population Converted To Ratio	1.0181

Calculation of the City of Woodland's Factor

1.0755 X 1.0181 = 1.095

Fiscal Year 21/22 Appropriation Limit

$ 83,195,112 x 1.095 **$ 91,095,865**

(a) Information provided by the California State Department of Finance.

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2022

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
Yolo				
Davis	-2.73	66,687	64,869	64,869
West Sacramento	-1.75	53,776	52,837	52,837
Winters	0.31	7,399	7,422	7,422
Woodland	-1.41	60,999	60,137	60,137
Unincorporated	26.52	28,376	35,900	35,900
County Total	1.81	217,237	221,165	221,165

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	June 21, 2022
ITEM #:	I.13
SUBJECT:	American Rescue Plan Appropriations

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to correct Appropriations for Projects Related to the American Rescue Plan Act for Fiscal Year 2021/22.

Staff Contact:
Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:
The City has received the entire $11,114,656 in American Rescue Plan Act (ARP) funds allocated by the Federal government. The first half of the revenue was received in fiscal year (FY) 2020/21, and the remainder was received in the current FY. Additionally, the City has earned $57,245 in interest income on unspent funds from fiscal year 2020/21. The approved FY2021/22 budget allocated $5.5 million to a separate fund pending Council discussion and approval of a spending plan.

Council has taken action over the last several months to allocate funds to projects identified in the ARP spending plan. However, some budget adjustments and additional appropriations are necessary to properly account for transferring and spending money in compliance with the ARP provisions.

Additional appropriations from the ARP Fund (Fund 332) in the amount of $5,671,901 are required to allow for full allocation of the ARP funds received, and the related investment earnings. This will allow a full $10 million in funds identified as Revenue Recovery to be transferred to the General Fund. Once the Revenue Recovery funds are received in the General Fund, appropriations of $3,372,000 are necessary to fund projects either already approved or underway.

Background:
On March 11, 2021, the American Rescue Plan Act of 2021 (ARP) was signed into law. The $1.9 trillion package includes $350 billion for state and local governments to respond to the COVID-19 emergency and to recover revenues lost as a result of the economic fallout from the pandemic. The City of Woodland's allocation of these ARP funds was $11,114,656.

The Council appointed Mayor Vega and Councilmember Stallard to serve as an ad hoc subcommittee to develop a recommended ARP spending plan. Council received the updated spending plan at their meeting on March 15, 2022. The spending plan allocated ARP resources among the following priority categories:

- Critical Services/Public Health & Safety
- Economic Assistance/Housing
- Youth Services/Childcare/Community Building
- Infrastructure
- Sustainability

Over the last several months, Council has taken action to approve various projects, programs or agreements with respect to the use of funds identified through the approved ARP Spending Plan. The actions include the following:

- Authorized a Memorandum of Understanding with Healthy Yolo Together for extended community COVID-19 testing.
- Authorized a Grant Agreement and Funding for a Woodland Branch of the Boys and Girls Club.
- Authorized a forgivable Loan Agreement and Funding for the Woodland Haven Childcare Center.
- Awarded a construction contract for the Yolo Bypass West Levee Culvert Replacement Project.
- Authorized contract and funding with Axon Enterprises for body-worn cameras, in-car cameras and tasers for the Police Department.
- Authorized project funding for two storm drainage projects (East Main Pump Station Emergency Generator and North Canal Pump Station Pipe Rehabilitation).

Discussion:
According to the ARP legislation, as clarified and amended by the Final Rule approved in January 2022, recipients who experienced revenue loss as a result of the COVID-19 pandemic can choose to recover revenues either through a series of annual calculations, or to claim a standard amount of $10 million. During the ARP presentation to Council on March 15, 2022, staff recommended and Council agreed that the City would elect to use the $10 million standard allowance approach. This helps to reduce the administrative burden of tracking and reporting ARP funds, and allows the City more discretion in determining allocation to projects.

Because ARP is federal grant money, the City must follow specific financial recording, reporting and auditing requirements. One such requirement is for ARP money to be accounted for in its own separate fund. The City established a fund in FY2020/21 (Fund 332) to do this. ARP revenues of $11,114,656 have been deposited into this fund, and all interest earned on this money ($57,245) has also been recorded there. The City must also must record expenditures of these funds in compliance with the ARP regulations.

Since the City has elected to use the standard allowance for Revenue Recovery, and to allow for correct reporting, $10 million will be transferred out of the ARP Fund to reimburse the General Fund for the lost revenues. Projects approved in the ARP Spending Plan that utilize Revenue Recovery will then be paid out of the General Fund.

As mentioned herein, several projects that are receiving ARP funds have been approved by the Council, but in many cases, appropriations from the General Fund for use of the Revenue Recovery money were not officially approved as part of the item. The recommended action herein will make administrative adjustments to the budget to allow for correct recording of the items listed above that have already been approved.

Staff is recommending an increase in appropriations to the ARP Fund (Fund 332) of $5,671,901 to fully appropriate all ARP monies received, and an appropriation from the General Fund of $3,375,000. The General Fund appropriations are related to the following items included in the ARP Spending Plan:

Healthy Yolo Together COVID Testing	$ 155,000
HVAC System Efficiency/Indoor Air Quality (City Facilities)	50,000
Public Safety –GPS Signal pre-emption	180,000
Public Safety –Thermal imaging cameras	75,000
Restaurant - Outdoor Seating Modifications	125,000
Storm Drain:NPPS and EMPS Generator & Electrical Evaluation	50,000
Storm Drain: North Canal Pump Station Pipe Rehab Project	180,000
Storm Drain: Outfall Channel Project	2,560,000
	$ 3,375,000

Other items approved as part of the ARP Spending Plan have been included in the proposed fiscal year 2022/23 budget, and will be appropriated through Council approval of the budget. These are generally items that pertain to City projects and programs, and include the following:

Cybersecurity/Network Resiliency	$ 130,000
On-line Permitting / Permit Streamlining	225,000
Second Aquatic Center	1,000,000
Neighborhood Traffic Calming / sidewalk safety / potholes	150,000
	$ 1,505,000

Staff continues to develop agreements or memoranda of understanding for many of the collaborative efforts included in the ARP Spending Plan that have not already been completed. These agreements will be presented to Council as they are finalized, and appropriations will be made at that time.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, to correct Appropriations for Projects Related to the American Rescue Plan Act for Fiscal Year 2021/22.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:
1. Resolution - ARP Appropriation Adjustments 6-21-22

RESOLUTION NO: ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO CORRECT APPROPRIATIONS FOR PROJECTS RELATED TO THE AMERICAN RESCUE PLAN ACT FOR FISCAL YEAR 2021/22

WHEREAS, on March 11, 2021 the American Rescue Plan Act of 2021 (ARP) was signed into law; and,

WHEREAS, the City of Woodland has received $11,114,656 in ARP funds; and,

WHEREAS, the City of Woodland elects to use the standard allowance of $10 million in revenue recovery funds, in accordance with ARP legislation; and,

WHEREAS, the fiscal year 2021/22 approved budget included $5.5 million in appropriations for the ARP funds (Fund 332); and

WHEREAS, additional appropriations are necessary to fully allocate all ARP funds and to appropriate General Fund money toward revenue recovery projects.

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

Section 1. The City Council hereby approves an appropriation of $5,671,901 in FY2021/22 in the American Rescue Plan Fund (Fund 332).

Section 2. The City Council hereby approves an appropriation of $3,375,000 in FY2021/22 in the General Fund.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of June, 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: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: I.14
SUBJECT: Intent to Levy Assessments: Lighting and Landscaping Districts - Continued

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park, Spring Lake and Gateway Lighting and Landscaping Districts, and Streng Pond Maintenance District; and call for a Public Hearing on July 5, 2022.

Staff Contact
Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Discussion
On June 7, 2022, the City Council approved fourteen (14) resolutions to initiate proceedings for the annual levy and collection of assessments. The resolutions also called for a Public Hearing on June 21, 2022 which required notice of a public hearing to be published at least ten (10) days prior to the public hearing date. The ten-day noticing requirement was not met, which now requires the public hearing to be moved to the July 5, 2022 meeting.

The June 7, 2022 staff report has been attached for reference.

Conclusion
Staff recommends that the City Council adopt Resolution No. _____, to Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park, Spring Lake and Gateway Lighting and Landscaping Districts, and Streng Pond Maintenance District; and call for a Public Hearing on July 5, 2022.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:
1. Reso: FY2023-All L&L Districts (Intent)-Preliminary Approve-Continue
2. L&L June 7 2022 Staff Report

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE GIBSON RANCH, WEST WOOD, NORTH PARK, SPRING LAKE, AND GATEWAY LANDSCAPING AND LIGHTING DISTRICTS AND STRENG POND LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2022/2023.

The City Council of the City of Woodland, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") and by previous Resolution, initiated proceedings for the "Gibson Ranch, West Wood, North Park, Spring Lake, Gateway Landscaping and Lighting Districts and Streng Pond Landscape Maintenance District" (hereafter referred to as the "Districts") for the annual levy and collection of assessments to pay for the operation, maintenance and servicing of landscaping, lighting and all appurtenant facilities related thereto; and,

WHEREAS, the City Council has, by previous Resolution ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the District and assessment for Fiscal Year 2022/2023 pursuant to *Chapter 3, Section 22622* of the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk said Report in connection with the District and the levy of assessments for Fiscal Year 2022/2023 (Beginning July 1, 2022 and ending June 30, 2023) in accordance with *Chapter 1, Article 4* of the Act; and,

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE GIBSON RANCH, WEST WOOD, NORTH PARK, SPRING LAKE, AND GATEWAY LANDSCAPING AND LIGHTING DISTRICTS AND STRENG POND LANDSCAPE MAINTENANCE DISTRICT, AS FOLLOWS:

<u>Section 1</u>: The above recitals are all true and correct.

<u>Section 2</u>: The Districts, the proposed improvements, each and all of the budget items and documents, and the proposed assessments as outlined in the Report have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the Districts, and are in compliance with the Act and the provisions of California Constitution Article XIIID.

Section 3: The City Council hereby declares its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within each District's boundaries, and to levy and collect assessments on all such land to pay the costs associated with the operation, maintenance and servicing of the District improvements related thereto, for Fiscal Year 2022/2023.

Section 4: The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments for the Districts. The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution once in the Local Newspaper for two consecutive weeks not less than ten (10) days before the date of the hearing, and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices in accordance with *Chapter 3, Section 22626* of the Act.

Section 5: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, July 5, 2022** or as soon thereafter as feasible in the City Council Chambers, City Hall, located at 300 First Street, Woodland, California.

PASSED AND ADOPTED by the City Council this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

____

Mayra Vega, Mayor
City of Woodland

Attest:

____

Ana Gonzalez, City

____

City Clerk
City of Woodland

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 7, 2022
ITEM #: F.9
SUBJECT: Intent to Levy Assessments: Lighting and Landscaping Districts

Recommendation for Action: Staff recommends that the City Council adopt fourteen (14) resolutions, Resolution No. _____ through Resolution No. _____ to Initiate Proceedings for the Annual Levy and Collection of Assessments; Preliminarily Approve the Engineer's Annual Levy Reports and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park, Spring Lake and Gateway Lighting and Landscaping Districts, and Streng Pond Maintenance District; and Call for a Public Hearing on June 21, 2022.

Staff Contact:
Evis Morales, Finance Officer, (530)661-5923, evis.morales@cityofwoodland.org

Fiscal Impact:
If approved, the Lighting and Landscaping (L&L) Districts would generate a total of $3,588,730 in revenues to cover anticipated costs of operations. The proposed levy for each District for fiscal year (FY) 2022/23 is as follows:

Zoning	Maximum Levy	FY2022/23 Proposed Levy	FY2021/22 Levy	Difference	Total Assessment
Gateway					
Commercial Per Acre	$ 4,190.93	$ 4,190.93	$ 4,101.67	$ 89.26	$ 216,000.35
Gibson Ranch	$ 360.50	$ 360.50	$ 355.62	$ 4.88	$ 803,159.92
North Park	$ 215.40	$ 215.40	$ 215.40	$ -	$ 26,709.60
Spring Lake					$ 2,500,636.61
Single Family Development Residential R3	$ 1,574.08	$ 966.20	$ 966.20	$ -	
Single Family Development Residential R4	$ 1,353.78	$ 843.68	$ 843.68	$ -	
Single Family Development Residential R5	$ 1,221.60	$ 770.17	$ 770.17	$ -	
Single Family Development Residential R8	$ 1,023.33	$ 659.90	$ 659.90	$ -	
Single Family Development Residential R15	$ 669.25	$ 455.78	$ 455.78	$ -	
Single Family Development Residential R20	$ 625.19	n/a	n/a	n/a	
Single Family Development Residential R25	$ 598.76	$ 416.58	$ 416.58	$ -	
Neighborhood Commercial Per Acre	$ 16,227.94	$ 6,677.14	$ 6,677.14	$ -	
Streng Pond	$ 79.10	$ 79.10	$ 79.10	$ -	$ 14,435.74
West Wood	$ 731.27	$ 731.26	$ 695.12	$ 36.14	$ 27,787.88
					$ 3,588,730.10

With the exception of Streng Pond, the revenues generated by the assessments within each District will cover the total budgeted expenditures for FY2022/23. Streng Pond does not generate enough revenue to meet the minimum operational expenditures required to maintain the District. To ensure ongoing operation and maintenance of Streng Pond, the General Fund will advance $19,628 to cover the shortfall. The proposed FY2022/23 Spring Lake L&L assessment (by zoning) will not increase compared to the FY2021/22 levy. The additional $193,193 in the Spring Lake L&L budget for FY2022/23 will be covered by reserves rather than increasing the annual assessment. The proposed assessment increase for the Gateway and Gibson Ranch Districts is due to normal operations costs, primarily irrigation and landscape maintenance increases. With the exception of the Spring Lake L&L, all Districts are being assessed at the maximum allowable assessment.

Background:

The City of Woodland has Lighting and Landscaping Districts ("L&L" or "Districts") within various areas of the City that were formed to provide a funding source for maintenance of certain improvements located within or adjacent to the Districts. State regulations require City Council action on an annual basis to allow assessment of the annual levy for each District. The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with the Act, the City formed the Gateway, Gibson Ranch, North Park, Spring Lake, Streng Pong, and West Wood L&L Districts. A map detailing the District boundaries and the various items maintained within each District is attached to the staff report, and a brief description of each District is as follows:

The Landscaping and Lighting Act of 1972 ("the Act") authorizes cities to impose assessments on benefitted properties to finance construction of street landscaping, street lighting, traffic signals, parks, street trees, sidewalk repair, recreational improvements; as well as maintenance and servicing of any of these improvements. In accordance with the Act, the City formed the Gateway, Gibson Ranch, North Park, Spring Lake, Streng Pong, and West Wood L&L Districts. A brief description of each District is as follows:

- Gateway L&L: Located in the southeast portion of the City, generally bounded to the north by Interstate 5, to the east by County Road 102, to the south by Bronze Star Drive and generally to the west by the City boundaries.The District was formed in 2008, includes only commercial properties and is currently being assessed at the maximum assessment amount. This District formation report included an annual CPI escalator, which will continue to be applied each year, as applicable.

- Gibson Ranch L&L: Located in the southeast portion of the City, generally south of Interstate 5, west of County Road 102 and east of County Road 101.The District was formed in 1995 and reached the maximum allowable assessment in 2005. The language in the L&L District formation documents permits annual increases by a CPI factor, which will continue to be applied each year, as applicable.

- North Park L&L: Located in the northeast portion of the City, generally north of Kentucky Avenue, west of North West Street and east of County Road 98.The District was formed in 1993 and reached the maximum allowable assessment of $215.40 per single family home in 1997; there are no provisions for future CPI adjustments and any rate increases would require a property owner ballot proceeding. Because the rates do not increase to cover increasing costs of maintenance, a lower level of service is provided to this District.

- Spring Lake L&L: All property within Spring Lake Specific Plan boundaries, which is located in the southeast portion of the City, generally bounded to the north by Gibson Road, to the east by County Road 102, to the south by County Road 25A, and generally to the west by County Road 101. There is a portion of the District immediately north of the extension of County Road 24A that extends west of State Highway 113. The District was formed in 2005 and, because Spring Lake is not fully built-out, the District is currently being assessed below the maximum assessment amount. This District formation report included an annual CPI escalator, which can continue indefinitely, as applicable.

- Streng Pond L&L: Located in the southwest portion of the City, generally north of Gibson Road, west of Cottonwood Street and east of County Road 98. The District was formed in 1985 and reached the maximum allowable assessment of $79.10 per single family home in 1995; there are no provisions for future CPI increases. The City attempted a property owner ballot proceeding in 1998 to increase the assessment to cover rising costs within the District. However, the effort was unsuccessful. Because the rates do not increase to cover the rising costs of maintenance, a general fund contribution of $19,628 is budgeted to cover the operating shortfall, and a lower level of service is provided to this District.

- West Wood L&L: Located in the northeast portion of the City, generally to the north of Kentucky Avenue, south of Quail Drive, east of Dove Drive and west of Mallard Drive. The District was formed in 2004. The City is proposing that the district be assessed at the maximum allowable rate. The City will use the maximum assessed allowable rate to meet the budgeted maintenance and service costs for the district. This District allows for annual inflationary adjustments, which are included as applicable.

Discussion:

An annual Engineer's Report is required for each District, which describes the District boundaries and the proposed improvements to be assessed to the property owners located within the District. The Report also shows a calculation of a Maximum Assessment and a Proposed Assessment. The Maximum Assessment is equal to the initial assessment determined at District formation, adjusted each year for inflation (if applicable); the Maximum Assessment is calculated independent of the District's annual budget and proposed annual assessment. The Proposed Assessment is calculated based on the City's operating budget and estimation of maintenance operations required for the fiscal year. The District Engineer's Reports are attached for the Council's review.

In the Spring Lake L&L, costs are projected to increase by $247,227. However, due to the addition of new housing units in Spring Lake that are able to participate in cost sharing of the L&L, the cost was lowered to $193,193. The increase in cost is due to ongoing irrigation and landscape maintenance costs, as well as maintenance of new landscaping installed over the last year. This increase in cost will be absorbed by the District's reserves and the rates (by zone) will remain unchanged in FY2022/23.

The proposed assessment increase for the Gateway L&L District is due to normal ongoing operations. The proposed assessment is 100% of the maximum allowable assessment.

The proposed assessment increase for the West Wood L&L District is due to normal ongoing operations. The proposed assessment is 100% of the maximum allowable assessment.

State regulations require a two-part process to complete the annual levy. The first part of the process requires the Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing. A public hearing is required to complete the levy process. This public hearing is scheduled for June 21, 2022. Following the public hearing, Council may direct changes to the Engineer's Reports or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion:

Staff recommends that the City Council adopt fourteen (14) resolutions, Resolution No. _____ through Resolution No. _____ to Initiate Proceedings for the Annual Levy and Collection of Assessments; Preliminarily Approve the Engineer's Annual Levy Reports and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park, Spring Lake and Gateway Lighting and Landscaping Districts, and Streng Pond Maintenance District; and Call for a Public Hearing on June 21, 2022.

Prepared By: Evis Morales, Finance Officer

Reviewed By: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. FY2023 Spring Lake-Resolution (Intent)
2. FY23 Spring Lake-Resolution (Intent)-Preliminary Approve
3. FY2023 Spring Lake-Resolution Declare Intention
4. FY2023 Gateway-Resolution (Intent)
5. FY23 Gateway-Resolution (Intent)-Preliminary Approve
6. FY2023 Gateway-Resolution Declare Intention
7. FY2023-Woodland-Gibson-Resolution (Intent)
8. FY23-Gibson Ranch-Resolution (Intent)-Preliminary Approve
9. FY2023-Woodland-NorthPark-Resolution (Intent)
10. FY23-NorthPark-Resolution (Intent)-Preliminary Approve
11. FY2023-Woodland-StrengPond-Resolution (Intent)
12. FY23-StrengPond-Resolution (Intent)-Preliminary Approve
13. FY2023-Woodland-West Wood Unit No. 1-Resolution (Intent)
14. FY23-West Wood-Resolution (Intent)-Preliminary Approve
15. Gateway Engineers Report FY22_23
16. Gibson Ranch Engineers Report FY22_23
17. North Park Engineers Report FY22_23
18. Spring Lake Engineer's Report FY2022-23
19. Streng Pond Engineers Report FY22_23
20. West Wood Engineers Report FY22_23
21. Gateway L&L Map
22. GibsonRanch L&L Map
23. NorthPark L&L Map
24. SpringLake L&L Map
25. StrengPond L&L Map

26 Westwood L&L Map

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TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	June 21, 2022
ITEM #:	I.15
SUBJECT:	2-Year Agreement with Yolo County for Funding for Advance Peace Expanded Services

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

1. Execute a two-year contract with Yolo County accepting funding totaling $400,000 via the Community Corrections Partnership to expand Advance Peace services; and
2. Appropriate $200,000 in FY2021/22 of Measure J funds and $200,000 in FY2022/23 of Measure R funds during the two-year Agreement term.

Staff Contact

Ken Hiatt, City Manager, 530-661-5800, Ken.Hiatt@cityofwoodland.org

Fiscal Impact

On April 6, 2021, the City Council approved a 3-year contract with Advance Peace for partial implementation of the Peacemaker Fellowship effective May 1, 2021 for $200,000/year. RISE, Inc. will provide a 20% match of City funds totaling $40,000 annually. Even with the City's funding and the in-kind match, there is an approximately $200,000/year shortfall for the complete services of the Advance Peace Program. The Community Corrections Partnership funding will cover this shortfall for the next two years. There will be no additional fiscal impact on the City during the term of the City's current contract with Advance Peace. The budget appropriations requested for the current FY2022/21 (Measure J) and FY2022/23 (Measure R) will be offset by the County's funding that will be reflected as revenue into the respective funds.

Background

For the past six years prior to the start of Advance Peace, the City of Woodland has seen a continued increase in violent crimes involving firearms. Between 2014-2015 the Police Department partnered with the Federal Bureau of Alcohol, Tobacco and Firearms to conduct undercover buys of illegally possessed firearms. The resulting investigation yielded more than 350 firearms; 120 of these firearms were customized short-barreled rifles. In many instances, local gang member suspects manufactured these firearms. In 2018, Woodland experienced 11 incidents of gun violence. Out of these 11 shootings, four were injured. During 2019 through early 2020, the most violent period, a shooting occurred on average once every 10 days. Of the 37 confirmed shootings during this period, eight individuals were injured and four more were killed. Investigations have confirmed that local gang members committed the vast majority of these shootings. Compounding the situation over the past decade, there has been a steady increase in the calls for service impacting the ability of the Department to engage in more proactive policing and community engagement.

Discussion

The City Manager's Office and the Police Department have been actively evaluating strategies to address gun violence in the community. In 2019, the City initiated contact with representatives from Advance Peace, a non-profit organization based in Richmond, California. Advance Peace, through its Peacemaker Fellowship strategy, works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence. A priority of the Peacemaker Fellowship is to ensure greater support and connectivity to human, social, and economic opportunities, to young adults who are traditionally isolated from those services. By working with and supporting a targeted group of individuals at the core of gun hostilities, Advance Peace bridges the gap between anti-violence programming and a hard-to-reach population at the center of violence in urban areas.

Several cities in California have invested in the Peacemaker Fellowship program as a key element of their strategy to address increasing rates of gun violence in their communities. The cities of Richmond, Sacramento, Stockton, and Fresno have all partnered with Advance Peace to develop and implement this model and initial assessment shows positive outcomes in each community. The exploration and research related to Advance Peace have demonstrated it is a high-quality program that will bring new and additional resources to Woodland to address gun violence.

Earlier this fiscal year, the City capitalized on an opportunity to secure additional funding to expand the Advance Peace program. The City submitted a proposal to the Yolo County Community Corrections Partnership in the amount of $200,000 per year for two years. This additional funding will allow for expansion of the current program to include the following:

- Additional personnel: full-time Field Coordinator and part-time assistance from an Employment Specialist Case Manager, Mental Health Clinician and Administrative Specialist.
- Operating costs would increase commensurate with the increase in staff, objectives and goals.

The City's partnership with Advance Peace and its fiscal agent RISE, Inc. and now with the Yolo County Community Corrections Partnership, is in support of the City Council's goal of ensuring Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that ensures the protection of our community from risk or harm.

Conclusion

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

1. Execute a two-year contract with Yolo County accepting funding totaling $400,000 via the Community Corrections Partnership to expand Advance Peace services and
2. Appropriate $200,000 in FY2021/22 of Measure J funds and $200,000 in FY2022/23 of Measure R funds during the two-year Agreement term.

Ken Hiatt
City Manager

Attachments:

1. Resolution - Agreement with Yolo County CCP 2022-06-21
2. Yolo County Advance Peace Contract

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO (1) EXECUTE A TWO-YEAR CONTRACT WITH YOLO COUNTY ACCEPTING FUNDING TOTALING $400,000 VIA THE COMMUNITY CORRECTIONS PARTNERSHIP TO EXPAND ADVANCE PEACE SERVICES AND (2) APPROPRIATE $200,000 IN FY2021/22 USING MEASUARE J FUNDS AND $200,000 IN FY2022/23 USING MEASURE R FUNDS DURING THE TWO-YEAR CONTRACT TERM

WHEREAS, the City has expressed the need to invest in programs to reduce gun violence in the community, in support of the City Council's goal of ensuring Woodland is a safe and resilient community through delivery of high quality public services and infrastructure that ensures the protection of our community from risk or harm; and

WHEREAS, the City is committed to ensuring that youth and young adults most impacted by gun violence lead productive, safe, healthy and law-abiding lives free from gun violence; and

WHEREAS, evidence-based and promising practices related to gun violence intervention and interruption are needed to help build individual, family, and community strength and resiliency in neighborhoods most impacted by gun violence; and

WHEREAS, Advance Peace, through its Peacemaker Fellowship strategy, works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence; and

WHEREAS, Advance Peace will serve as the home community based organization with the intent to help build and sustain local community capacity to interrupt gun violence in Woodland and effectively bridge the gap between conventional anti-violence programs and those most affected by gun violence; and

WHEREAS, the Community Corrections Partnership (CCP) of Yolo County received proposals for funding from various partner agencies prior to its August 9, 2021 meeting, desiring to fund projects that meet the CCPs mission to "protect the public by holding offenders accountable and providing opportunities that support victim and community restoration, offender rehabilitation and successful reintegration"; and

WHEREAS, the Woodland Police Department submitted a proposal to the Yolo County Community Corrections Partnership in the amount of $200,000 per year for two years for additional funding that will allow for expansion of the current Advance Peace program.

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute a two-year contract with Yolo County accepting funding totaling $400,000 via the Community Corrections Partnership to expand Advance Peace services**.**

SECTION 2. That the City Council hereby authorizes the City Manager to appropriate $200,000 in FY2021/22 using Measure J funds and $200,000 in FY2022/23 using Measure R funds during the two-year contract term.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

AGREEMENT NO. __-___
(Agreement for ________________)

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of April, 2022, by and between the County of Yolo, a political subdivision of the State of California ("County") and City of Woodland, a political subdivision of the State of California ("Contractor").

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the Community Corrections Partnership (CCP) of Yolo County received proposals for funding from various partner agencies prior to its August 9, 2021 meeting, desiring to fund projects that meet the CCPs mission to "protect the public by holding offenders accountable and providing opportunities that support victim and community restoration, offender rehabilitation and successful reintegration"; and

WHEREAS, the Contractor submitted a proposal requesting funding for Advance Peace, a non-profit organization that works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence, an excerpt of which is attached as Exhibit A; and

WHEREAS, Advance Peace has represented and warrants to the Contractor that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

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

I. BASIC SERVICES

A. Advance Peace shall furnish and perform the following services in accordance with Exhibit A, and in a manner satisfactory to the Chief Probation Officer in his/her capacity as the Chair of the Community Corrections Partnership: implementation of the Advance Peace program within the City of Woodland.

B. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	Scope of Work

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

II. ADDITIONAL SERVICES

The following services, insofar as they do not fall within the scope of the basic services required of Contractor under Paragraph I hereinabove and cause the Contractor extra expenses, and if authorized in advance in writing by the Chief Probation Officer, shall also be provided by Contractor:

A. Additional work that is directly related to the services set forth in Paragraph I above and requested in writing by the Chief Probation Officer.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Chief Probation Officer or his/her designee, Contractor shall be compensated as follows:

July 1, 2021 through June 30, 2022: Two Hundred Thousand Dollars ($200,000)
July 1, 2022 through June 30, 2023: Two Hundred Thousand Dollars ($200,000)

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed <u>Four Hundred Thousand</u> dollars ($400,000).

B. The compensation set forth above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement.

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Chief Probation Officer, the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Chief Probation Officer's written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Chief Probation Officer shall either authorize payment or advise Contractor in writing of any concerns that the Chief Probation Officer has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Chief Probation Officer's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Chief Probation Officer, as the times and in the manner specified by this Agreement, or by the Chief Probation Officer if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Chief Probation Officer.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the Contractor. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from April 19, 2022 through June 30, 2023 unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Chief Probation Officer before such termination and for which funds have appropriated as required by law

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall remain the sole and exclusive property of the Contractor. Any such work may be shared by the Contractor with the County and Contractor may be entitled to receive compensation for any work completed on such documents and other materials determined by the Chief Probation Officer to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this

Agreement and for which Contractor was compensated by the County without the express written notice to the Chief Probation Officer.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of, or as a result of, litigation or administrative proceeding(s), alleged to arise out of:

1. any negligent act, error or omission of Contractor, its officers, agents or employees, in performing the services, responsibilities or duties required of Contractor by this Agreement; or

2. any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Contractor by this Agreement.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
   a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
   b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
   c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
   d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any

available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be

suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Chief Probation Officer (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

B. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

C. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the

Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

D. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Ken Hiatt, City Manager
Attn: Kimberly McKinney, Administrative Services Director

County: Dan Fruchtenicht, Chief Probation Officer
Attn: Laura Liddicoet, Fiscal Officer

B. In lieu of written notice to the above addresses, any party may provide notices through the use of electronic mail:

Contractor: Kimberly.McKinney@cityofwoodland.org

County: laura.liddicoet@yolocounty.org

C. Any party may change the email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the U.S. mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

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

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend $500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Chief Probation Officer.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Chief Probation Officer. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument agreed to and signed by the County and Contractor.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXVI. ENTIRE AGREEMENT

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

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

CONTRACTOR

By_____________________________
Ken Hiatt, City Manager
City of Woodland

COUNTY OF YOLO

By_____________________________
Dan Fruchtenicht, Chief Probation Officer
Yolo County

By _____________________________
Ryan Pistochini, Purchasing Agent

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

CONTRACTOR

By ________________________________

Ken Hiatt, City Manager

Print Name/Title

Exhibit A

Contractor is responsible for:

1. **Partnering with Advance Peace, a non-profit organization based in Richmond, California, who works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence.**
2. **Partner with Advance Peace to ensure greater support and connectivity to human, social and economic opportunities to young adults who are traditionally isolated from those services.**
3. **Partner with Advance Peace to bridge the gap between anti-violence programming and a hard to reach population at the center of violence in urban areas.**
4. **Utilize the following practices to achieve points 1-3:**
    a. **Street Outreach**
    b. **Mentoring**
    c. **Intensive Case Management**
    d. **Life Skills Training**
    e. **Cognitive Behavioral Therapy**
    f. **Subsidized Employment**

Expected Outcomes:

1. **Reduction in gun violence in participating population.**
2. **City will report on data metrics at conclusion of eighteen-month program.**

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	June 21, 2022
ITEM #:	I.16
SUBJECT:	Sole Source Purchase of GPS Signal Preemption and Apparatus Equipment.

Recommendations for Action: Staff recommends that the City Council adopt Resolution No. _____, affirming the City Manager's determination that the sole source purchase of the GPS Signal Preemption and Apparatus Equipment satisfies the requirements of the City's purchasing ordinance; and authorizing the City Manager to sign the purchase contract with Advanced Traffic Products.

Staff Contact

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

Council Goal

This recommendation supports two of the four Council goals: (1) Improve Quality of Life; (2) Strengthen Public Safety & Infrastructure.

Fiscal Impact

The cost of the proposed purchase contract is $177,736.75, and is to be funded through one-time American Rescue Plan (ARP) funds. Appropriation of the funds necessary for this contract are included in a separate Council action on tonight's agenda for ARP spending plan appropriation adjustments.

Background

The City of Woodland has utilized optical sensor emergency vehicle preemption for the past 30 years. The technology operates off of line-of-sight, and gives emergency vehicles priority at the intersection while driving lights and siren to an emergency. The existing equipment requires routine maintenance and can easily be obstructed by tree branches, buildings, vehicles in front of, and taller than responding apparatus and vehicles, rendering the preemption useless. The Woodland Fire Department is prepared to invest in the newer GPS radio-based emergency vehicle preemption, to enhance emergency response in particular response corridors in the City.

Discussion

Emergency Response

The GPS based vehicle preemption will manage traffic in our most congested intersections in the City. While responding with lights and siren (Code-3), the equipment triggers several intersections to be activated to a green light in the direction that the emergency vehicle is traveling, by utilizing the responding vehicles turn signal and GPS location. The utilization of GPS based signal preemption will reduce traffic congestion at our intersections, while reducing response times, and increasing responder and bystander safety. Oftentimes emergency vehicles must drive directly against oncoming traffic in order to maintain response. The utilization of this new technology will significantly increase response safety.

Sole Source Purchase

The cities of West Sacramento and Sacramento, as well as the UC Davis campus are currently using this same GPS vehicle preemption equipment. Compatible equipment will enhance our automatic and mutual aid response, as well as supporting transit efficiencies across the region. This critical interoperability justifies the sole source purchase.

Mass Transit
Regional transit authorities want to utilize, or in some cases already utilizing the same equipment in our request, with a lower level of preemption than emergency responders. Mass transit vehicle preemption increases rider satisfaction, with more timely and efficient routes, while reducing idle time, fuel consumption, and ultimately carbon admission. Regional transit, including Yolo County Transportation District (YCTD) have expressed interest in a regional preemption solution so equipment will work across multiple jurisdictions. Vehicle preemption for mass transit gives the bus longer green lights and shorter red lights.

Conclusion
Staff recommends that the City Council adopt Resolution No. _____, affirming the City Manager's determination that the sole source purchase of the GPS Signal Preemption and Apparatus Equipment satisfies the requirements of the City's purchasing ordinance; and authorizing the City Manager to sign the purchase contract with Advanced Traffic Products.

Prepared and Approved by: Eric Zane, Fire Chief

Ken Hiatt
City Manager

Attachments:
1. RESOLUTION - Advanced Traffic Products Contract
2. Draft Purchase Contract with Advanced Traffic Products
3. Opticom GPS Vehicle Quote
4. Opticom GPS Intersection Quote

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1) AFFIRMING THE CITY MANAGER'S DETERMINATION THAT THE SOLE SOURCE PURCHASE OF GPS SIGNAL PREEMPTION AND APPARATUS EQUIPMENT SATISFIES THE REQUIREMENTS OF THE CITY'S PURCHASING ORDINANCE; (2) AUTHORIZING THE CITY MANAGER TO SIGN THE PURCHASE CONTRACT WITH ADVANCED TRAFFIC PRODUCTS

WHEREAS, the City of Woodland wishes to enter into a sole source purchase contract with Advanced Traffic Products for the purchase of GPS signal preemption and apparatus equipment; and

WHEREAS, Advanced Traffic Products is the sole source provider of Opticom, the manufacturer of the GPS Based preemption equipment that is being utilized across the region including Cal-Trans Controlled intersections; and

***WHEREAS*,** GPS Signal Preemption will increase responder and bystander safety, while reducing response times to emergencies requiring lights and siren (Code-3); and

WHEREAS, utilization of the same solution utilized throughout the region will enhance our mutual aid and continued regionalization of emergency response, which justifies the sole source purchase; and

WHEREAS, Regional Transit endeavors to utilize vehicle preemption across their service areas, and the utilization of non-compatible equipment would negate any benefit they could gain from our investment.

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

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

Section 1. The City Council hereby affirms the City Manager's determination that the sole source purchase of the GPS Signal Preemption and Apparatus Equipment satisfies the requirements of the City's purchasing ordinance; and

Commented [EM1]: Chief – the sections correspond to the Recommendation & Conclusion and are close to verbatim

Section 2. That the City Council hereby authorizes the City Manager to sign the purchase contract with Advanced Traffic Products.

PASSED AND ADOPTED this 21st day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST: **APPROVED AS TO FORM:**

____
Ana B. Gonzales, City Clerk

____
Ethan Walsh, City Attorney

CITY OF WOODLAND
GOODS PURCHASE AGREEMENT

This Goods Purchase Agreement ("Agreement") is entered into this _____ day of __________, 20__, by and between the City of Woodland, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at a municipal corporation organized under the laws of the State of California with its principal place of business at 655 N. Pioneer Avenue, Woodland, CA 95776 ("City"), and Advanced Traffic Products, a Corporation with its principal place of business at 1122 Industry Street Suite A-Everett, WA 98203 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. **<u>DEFINITIONS</u>.**

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

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

Section 2. **<u>MATERIALS AND WORKMANSHIP</u>.**

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

Section 3. **<u>INSPECTIONS AND TESTS</u>.**

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

Section 4. WARRANTY.

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

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

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

1. Repair the defective Goods;

2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or

3. Repay to City the purchase price of the defective Goods.

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

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

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

Section 5. PRICES.

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

Section 6. CHANGES.

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

Section 7. PAYMENTS.

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

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

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

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

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

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

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

Section 8. SCHEDULE FOR DELIVERY.

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

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

Section 9. TAXES.

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

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

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

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

Section 10. INDEPENDENT CONTRACTOR.

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

Section 11. SUBCONTRACTS.

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

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Contractor will be liable for any loss or damage to the Goods and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Goods which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Contractor shall remain with Contractor until such Goods has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

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

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

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

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

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

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

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

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

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

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

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

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

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

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

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

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

Section 16. TERMINATION OF AGREEMENT BY CITY.

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

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

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

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

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

CITY:	CONTRACTOR:
City of Woodland	Advanced Traffic Products,
655 N. Pioneer Avenue	1122 Industry Street Suite A-
Woodland, CA 95776	Everett, WA 95203
Attn: Eric Zane, Woodland Fire Department	Attn: Tim Sullivan

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR GOODS PURCHASE AGREEMENT

BETWEEN THE CITY OF WOODLAND

AND ADVANCED TRAFFIC PRODUCTS

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

CITY OF WOODLAND
Approved By:

____
Ken Hiatt
CITY MANAGER

____
Date

Attested By:

____
City Clerk

Approved As To Form:

____
City Attorney

ADVANCEDTRAFFIC PRODUCTS

____
Signature

____
Name

____
Title

____
Date

EXHIBIT "A"
GOODS SPECIFICATIONS

EXHIBIT "B"
DELIVERY SCHEDULE

EXHIBIT "C"
FEE SCHEDULE

Advanced Traffic Products

Global Traffic Technologies

Opticom Preemption System

It's About Time

Agency	City of Woodland	Date	4/14/2022
Contact	Eric Zane	Phone No.	
Address		Fax No.	
City	Woodland	State	CA — Zip Code:
Project	Opticom GPS Vehicle Kits	County	Yolo
		ATP Sales Rep	Tim Sullivan

Qty	Model No.	Description	Unit Price	Price
15	76-1000-1155-0	GPS Premption Vehicle Kit (High Priority)	$3,319.26	**$49,788.90**
		includes: 2100 High Priority GPS Vehicle Control Unit		
		1050 GPS/Radio Antenna, 210 GPS Vehicle Interface Cable		
		Vehicle Hardware Installation Kit		
		5:1 Promo - Purchase 5 - 2100 Vehicle Kits get 1 free		
3	76-1000-1155-0	GPS Premption Vehicle Kit (High Priority)		
		includes: 2100 High Priority GPS Vehicle Control Unit		
		1050 GPS/Radio Antenna, 210 GPS Vehicle Interface Cable		
		Vehicle Hardware Installation Kit		
18	76-1000-1155-0-W	Opticom GPS Vehicle Equipment Extended 5-year Warranty	$490.80	**$8,834.40**
	Please Note:	This pricing is a 5:1 Promo price. Purchase 5 vehicle kits of hardware		
		and get 1 vehicle worth of hardware for free.		
			TOTAL	**$58,623.30**

This quote will be honored for 45 days.

This Bid is for Materials Only & Does Not Include Lab Fees, Applicable Taxes or Installation Charges.

ATP DOES NOT take responsibility for quantities of materials.

There is a 5 to 6 week lead-time upon receipt of PO on all products.

Please email PO's to PO@advancedtraffic.com should you opt to purchase this material

Shipping fees to Alaska are Excluded unless specifically included and shown above.

1122 Industry Street Suite A - Everett, WA 98203 - 425.347.6208

www.advancedtraffic.com

Advanced Traffic Products

Global Traffic Technologies

Opticom Preemption System

It's About Time

Agency	City of Woodland	Date	4/22/2022
Contact	Eric Zane	Phone No.	
Address		Fax No.	
City	Woodland	State	CA — Zip Code:
Project	Opticom GPS Intersection Phase 1	County	Yolo
		ATP Sales Rep	Tim Sullivan

Qty	Model No.	Description	Unit Price	Price
2	1070 - 1000'	GPS Installation Cable (1000')	$1,460.00	**$2,920.00**
18	ATP Pelco Mini Brac	Pelco Mini Bracket Opticom Detector Mount	$70.00	**$1,260.00**
15	764	Opticom 764, 4 Channel MultiMode Phase Selector	$2,994.47	**$44,917.05**
18	768	Opticom Interface panel for the 760 series phase selectors	$560.00	**$10,080.00**
15	3100	GPS Radio Unit (mast mount)	$2,856.00	**$42,840.00**
3	764	Opticom 764, 4 Channel MultiMode Phase Selector		
		5:1 Promo - Purchase 5 - 764 Phase Selectors get 1 free		
3	3100	GPS Radio Unit (mast mount)		
		5:1 Promo - Purchase 5 - 3100 Antennas get 1 free		
18	76-1000-1154-0-W	5 Year Extended Warranty - 764 Multimode Phase Selector	$441.90	**$7,954.20**
18	76-1000-1159-0-W	5 Year Extended Warranty - 768 Multimode Auxiliary Interface Panel	$81.75	**$1,471.50**
18	76-1000-1189-0-W	5 Year Extended Warranty - 3100 Intersection Antenna Unit	$426.15	**$7,670.70**
	Please Note:	This pricing is a 5:1 Promo price. Purchase 5 intersections of hardware		
		and get 1 intersection worth of hardware for free. This does not include		
		the 768 Auxilliary interface panel or the pelco mounting brackets in the		
		promo pricing.		
			TOTAL	**$119,113.45**

This quote will be honored for 45 days.

This Bid is for Materials Only & Does Not Include Lab Fees, Applicable Taxes or Installation Charges.

ATP DOES NOT take responsibility for quantities of materials.

There is a 5 to 6 week lead-time upon receipt of PO on all products.

Please email PO's to PO@advancedtraffic.com should you opt to purchase this material

Shipping fees to Alaska are Excluded unless specifically included and shown above.

1122 Industry Street Suite A - Everett, WA 98203 - 425.347.6208

www.advancedtraffic.com

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: J.17
SUBJECT: Ordinance Establishing the Woodland Tourism Business Improvement District

Recommendation for Action: Staff recommends that the City Council;

1. Hold a public hearing;
2. Introduce and waive first reading of Ordinance No. _____ establishing the Woodland Tourism and Business and Improvement District (WTBID); and
3. Appoint the Woodland Hoteliers Group as the Woodland TBID advisory board.

Staff Contact:
Ken Hiatt, City Manager (530) 661-5802, ken.hiatt@cityofwoodland.org

Fiscal Impact:
The purpose of the Woodland Tourism Business Improvement District is to maintain and increase the market share and occupancy of Woodland hotels, resulting in continued and enhanced transient occupancy tax and other visitor-supported revenues. Other than administrative support and collection, there are no costs to the City of Woodland associated with the establishment of the Woodland Tourism Business Improvement District.

Background:
Tourism promotion is a specific purpose named in California Business Improvement District (BID) law. A BID is a benefit district where an industry or area assesses itself to spend collective funds on goals for mutually-beneficial purposes. BIDs are frequently used by hotels to fund tourism marketing and promotion efforts. Through BID self-assessment, business owners collectively pay for activities which could not be afforded by any single business and which serve to champion a destination area, as opposed to typical marketing efforts designed to promote an individual business.

The Parking and Business Improvement Area Law of 1989 under the California Streets and Highway Code sets forth specific actions to renew Business Improvement Districts annually. State law makes it clear that BID assessments are not taxes.

Since a BID fee is a benefit assessment and not a tax, BIDs are able to pay for programs and activities without relying on public funding. Tourism BIDs (TBID) can provide destination marketing in ways distinctly different from municipal governments or individual businesses. TBIDs are public-private partnerships which benefit both destination cities and businesses located in those cities. BIDs are an effective financial tool available to the business community through cooperation with local government, as outlined in State law.

Yolo County Visitor's Bureau (dba Visit Yolo)

For the past 5-years the Woodland hotels have been part of Visit Yolo (Yolo County Visitor's Bureau), a countywide tourism district including the cities of Woodland, Winters, Davis, and unincorporated areas of Yolo County. In the fall of 2021, Woodland hoteliers sent a letter, signed by the majority of hoteliers, indicating their desire to no longer participate in the countywide district, and instead favored the formation of a Woodland-focused tourism business improvement district (Attachment 1).
Prior to the establishment of the countywide bid in 2017, Woodland had a hotel business improvement district

which levied a 2% assessment on overnight hotel stays. The proceeds from the assessment were collected by the City and sent to the Yolo County Visitor's Bureau who administered the funds.

The current countywide assessment is set at 2% of the per night room rate and proceeds are used to collectively brand and promote tourism within Yolo County as well as the individual destination markets of Davis, Woodland, Winters and the countryside. The City collects the Woodland assessments, on behalf of the TBID, as a separate line item on each hotel's monthly Transient Occupancy Tax transmittals. Subsequently, the City transmits TBID funds to the Visit Yolo non-profit to spend on TBID eligible activities that are identified in a management district plan and annual report to the County. Approximately 40% of the assessments collected by each jurisdiction are reserved for promoting visitation within the respective communities, while the remaining 60% of funds collected are used for administration and countywide marketing efforts. As the current assessment area covers multiple jurisdictions, the Board of Supervisors is the approving body for the assessment and annual reports.

Discussion:

At the conclusion of the current 5-year countywide assessment on June 30, 2022, hotels within the City of Woodland have indicated that they would no longer like to be included in that Business Improvement District and have voted not to be included in any renewal being considered. Alternatively, they have requested that the City of Woodland assist in establishing a Woodland-based Tourism Business Improvement District, much like existed prior to 2017. Instead of the funds being administered by the Yolo County Visitor's Bureau as before, they have requested that the City designate the newly formed Woodland Hoteliers Group, a 501(c)6 non-profit organization, as the Advisory Board to administer the funds.

Boundaries of Woodland Tourism Business Improvement District

The boundaries of the WTBID are proposed to include all hotels within the City of Woodland and the boundaries of the WTBID shall be coterminous with the City boundaries, a map of which is on file in the office of the City Clerk.

WTBID Assessment and Benefit

All hotel businesses operating within the boundaries of the Woodland Tourism Business Improvement District will be assessed for the purpose of promoting activities which will directly benefit the hotels located within the District. The Assessments to be levied under the Tourism Business Improvement District are not special taxes. Assessments levied on the businesses shall be levied on the basis of the degree of estimated benefit to the businesses within the District.

The initial annual assessment amount proposed for the WTBID is 2% of gross room revenue, which is defined as "total consideration charged to a transient as shown on the guest receipt for the occupancy of a room, or portion thereof, in a Hotel." The proposed assessment is a percentage of gross room revenue, and so when a hotel's revenue increases from the enhanced tourism marketing services provided to the hotels through the WTBID, the real dollar amount of the assessment will increase proportionately. The District's activities are intended to provide benefits specifically for the assessed businesses by increasing tourism within its boundaries, and hence increasing hotel room occupancy and revenues. An indirect benefit may accrue to the surrounding community or to the public as a result of the activities to be provided with the assessment levied. These indirect benefits (if any) are incidental and inconsequential.

Process for adoption

Under the 1989 law, the State requires a series of steps to form the WTBID. On April 19th, the City Council held a hearing and adopted a resolution of intention to regarding the establishment of the WTBID. At the June 7th City Council meeting, the City Council will accept public testimony on the intended establishment of the WTBID prior to the Public Hearing scheduled for June 21st. The following is a synopsis of activity necessary to form the WTBID:

April 19, 2022 - RESOLUTION OF INTENTION HEARING (COMPLETED)

Petitions in favor of the WTBID formation were received from a majority of Woodland hotels and subsequently the City Council at its meeting of April 19, 2022 adopted the attached Resolution of Intention expressing its intention and initiating proceedings to establish the WTBID (Attachment 2).

April 25, 2022 – NOTICE (COMPLETED)

The 1989 Act requires the City to mail written notice to the owners of all businesses proposed to be within the WTBID. Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest WTBID formation. The attached notice was mailed on April 25, 2022 along with the Resolution of Intention to all established hotel businesses within the City of Woodland (Attachment 3).

June 7, 2022 - PUBLIC MEETING (COMPLETED)

Allow public testimony on the formation of the WTBID and levy of assessments. No Council action is required for the WTBID at this meeting.

June 14, 2022 – PUBLICATION OF PUBLIC HEARING NOTICE (COMPLETED)

Seven (7) days before the Public Hearing, the notice shall be published in the local newspaper, informing the general public about the Hearing, the proposed assessment, and the protest procedure

June 21, 2022 - FINAL PUBLIC HEARING

At the conclusion of the public hearing to establish the WTBID, the Council may adopt the attached Ordinance establishing the district. The Council may also chose to revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.
If the Council, following the public hearing, decides to establish the proposed WTBID, the Council shall adopt an ordinance forming the district and establishing the assessment. The Ordinance will be brought back for second reading at the next City Council meeting scheduled for July 5th and become effective 30-days thereafter (August 4th).

Council is also being recommended to appoint the Woodland Hoteliers Group (WHG) as the advisory board who will serve as the City's TBID Advisory Board and direct specific spending and activities to promote Woodland as an overnight destination. The WHG is a non-profit 501(c)6 organization comprised of and representing Woodland hoteliers. If designated, the WHG would assume the responsibility of producing and presenting an Annual Report (commonly referred to as a Management District Plan) to the City Council as part of the annual assessment renewal process. The Plan and budget will outline how the proposed levy of assessments for each year will be spent, pursuant to the BID law of 1989.

The following is a proposed timeline for the remaining steps in the creation of the BID and initial funding of the BID's activities:

Public Hearing to establish BID	June 21, 2022
Ordinance 1st Reading	June 21, 2022
Ordinance 2nd Reading	July 5, 2022

Ordinance becomes effective	August 4, 2022
Assessment begins	August 4, 2022
1st Month's Assessment due City	September 1, 2022
1st Payment from City to WHG	October 14, 2022

If written protests are received from the owners of businesses in the proposed WTBID, which will pay more than fifty percent (50%) of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

Fiscal Year / Activities
Upon successful establishment of the Woodland Tourism Business Improvement District as outlined in the schedule of proceedings, the WTBID Fiscal Year 2022/2023 will commence July 1, 2022 and end June 30, 2023. Due to the timing of the adoption of the ordinance, the levy of assessments is proposed to take effect the first day of the second month of the first quarter of Fiscal Year 2022/2023 (August 1, 2022).

Prior to the end of the Fiscal Year, the Advisory Board will prepare and submit an annual report detailing the use of the assessment funds consistent with the allowed activities and proposed budget for the upcoming fiscal year. The WTBID will require annual renewal to continue the assessment. Consideration of future renewals will be subject to the process stipulated in the Parking and Business Improvement Area Law of 1989.

Conclusion: Staff recommends that the City Council;

1. Hold a public hearing;
2. Introduce and waive first reading of Ordinance No. _____, establishing the Woodland Tourism and Business and Improvement District (WTBID); and
3. Appoint the Woodland Hoteliers Group as the Woodland TBID advisory board.

Ken Hiatt
City Manager

Attachments:
1. Ordinance Establishing the Woodland TBID
2. Woodland Hoteliers - Letter of Support
3. Resolution of Intention
4. Written Notice to Hotel Businesses

ORDINANCE NO. _______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ESTABLISHING THE WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT ("WTBID") IN THE CITY OF WOODLAND.

WHEREAS, pursuant to the Parking and Business Area Law of 1989, Section 36500 et seq. of the Streets and Highways code of the State of California ("1989 Law"), the City Council adopted that certain Resolution No.7884, dated April 19, 2022, entitled " 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", and caused said' resolution to be mailed to each business owner subject to the assessment as provided by law.

WHEREAS, pursuant to the 1989 Law, a public meeting and public hearing concerning the formation of said Woodland Tourism Business Improvement District, hereinafter referred to as "WTBID" was held on June 7, 2022 and June 21, 2022 respectively, at the hour of 6:00 p.m. in the Woodland City Council Chambers at City Hall, 300 First Street, Woodland, California.

WHEREAS, at the public hearing all written and oral protests made or filed for or against the establishment of the WTBID, were duly heard, evidence for and against the proposed action was received and a full, fair, and complete hearing was granted and held.

WHEREAS, the City Council heard all protests and all protests, both written and oral, were entered into the record and it was determined by the Council that there was no majority protest within the meaning of said 1989 Law, Section 36500 et seq.

WHEREAS, the public and business interest, convenience and necessity have facilitated the establishment of the proposed WTBID.

WHEREAS, in the opinion of the City Council, the hotels within the proposed WTBID will be benefited by the expenditure of the funds raised by the assessments as contemplated by said 1989 Law Section 36500, et seq.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals. The recitals set forth above are true and correct, and incorporated as though fully set forth herein.

Section 2. Establishment of the Business Improvement Area. Pursuant to Section 36500 et seq. of the Streets and Highways Code of the State of California, a business improvement area designated as the Woodland Tourism Business Improvement District (WTBID) of the City of Woodland is hereby created and established.

Section 3. Description of Area. The boundaries of said WTBID are proposed to include all of the real property within the City of Woodland and the boundaries of the WTBID shall be coterminous with the City boundaries, a map of which is on file in the office of the City Clerk. Within the boundaries of the WTBID the benefiting properties to be assessed shall include designated hotels now operating in the City and identified and attached hereto as Exhibit "A" and may include hotels hereafter operating in the WTBID pursuant to proceedings for inclusion. Hotel shall mean any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients, including but not limited to dwellings for lodging or sleeping purposes, which include any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof, duplex, triplex, single-family dwelling units except any private dwelling house or other individually owned single-family dwelling rented only infrequently and incidental to normal occupancy or any timeshare as set out in Revenue and Taxation Code 7280; provided, that the burden of establishing that the facility is not a hotel shall be on the owner or operator thereof.

Section 4. Method of Assessment. In addition to any assessments, fees, charges, or taxes imposed otherwise in the City, except where funds are otherwise available, the City Council proposes to annually levy assessments on Hotels in the WTBID for the purpose of funding the programs, activities and services that will promote the City and hotels as a tourist destination.

4a) Only those designated hotels identified and attached hereto as Exhibit "A" and hotels hereafter operating in the WTBID pursuant to proceedings for inclusion shall be assessed. An annual assessment is to be levied against such hotels based on the benefits they derive from the program of activities. Businesses located within the WTBID but not identified as hotels, (i.e., all non-hotel businesses) will not be assessed as they derive only, at most, an indirect benefit from the program of activities; and

4b) This Ordinance and requirements established herein shall be applicable to all hotels in the WTBID as said hotels existed as of the date of this ordinance or as modified in subsequent proceedings for inclusion of hotels proposed to operate within the WTBID. Any modification to the WTBID or program of activities for which the assessments are to be levied would be subject to notification of all affected businesses within the WTBID and a public hearing before the City Council. At such public hearing, the City Council shall hear all protests and receive evidence, including written protests, for and against such modifications, including the inclusion of additional hotels or business. Assessments on newly established hotels shall commence immediately upon the first day of operation and after the public hearing for inclusion of such property; and

4c) In addition to any assessments, fees, charges, or taxes imposed otherwise in the City, the City Council proposes to annually levy assessments against hotels within the WTBID for the purpose of funding the programs, activities and services that will promote the City and hotels as a tourist destination. Each hotel shall pay an assessment of 2% of total room rents charged and received from transient hotel guests who do not make the hotel their principal place of residence; and

4d) The assessments hereby levied shall be due and payable and shall be paid at the same time and in the same manner that the transient occupancy tax is due and payable and shall be subject to the same penalties and interest for nonpayment. Assessments will be collected by the City of Woodland, with the funds being remitted to a special fund of the City for expenditure in accordance with its adopted annual budget as presented by the Advisory Board appointed by the City Council; and

4e) The Method of Assessment established by this ordinance shall not be changed without written notice to all businesses in the WTBID and a public hearing held by the City Council. At such a public hearing, the City Council shall hear all protests and receive evidence, including written protests, for and against the establishment of any change in the Method of Assessment.

Section 5. <u>Funds.</u> There is created a special fund of the City to be designated as the "Woodland Tourism Business Improvement District Fund" into which all revenue derived from the assessments under this Ordinance shall be placed and such funds shall be used only for the purposes specified in this Ordinance.

Section 6. <u>Use of Revenues</u>. Revenues derived from the Method of Assessment described herein, shall be used for programs and activities that will promote the City and hotels as a tourist destination. The City shall allocate the revenue generated under the provisions of this ordinance to the Woodland Tourism Business Improvement District Fund and the Advisory Board appointed by the City Council shall utilize these funds to provide the programs, activities, and services that the Advisory Board determines will best promote the City and hotels as a tourist destination. The Advisory Board shall be required to use the available revenue for the following purposes:

6a) Promoting the identity of Woodland through financial support of key regional and national events that support tourism and result in an economic impact; and

6b) Developing and implementing a destination marketing strategy and promotions targeting potential hotel guests; and

6c) Developing and undertaking an advertising and public relations program focusing on the business and leisure travel trade; and

6d) Subsidization of high quality, high economic impact events; and

6e) Annual operation expenses including but not limited to annual district administration functions and expenses, printing, postage, and meetings; and

6f) Support and funding of contract services and/or programs that support hotel operations and tourism including but not limited to, security, transportation services, vouchers, and special events; and

6g) Attendance at key meeting and consumer trade shows.

Section 7. Amendments. Businesses within the WTBID established by this Ordinance shall be subject to any amendments to the Parking and Business Improvement Area Law of 1989, Section 36500 et seq. of the Streets and Highways Code.

Section 8. Imposition of Assessments. The assessments to be collected pursuant to this Ordinance shall first be collected commencing Fiscal Year 2022-2023 (the Fiscal Year commencing July 1, 2022 and ending June 30, 2023) and the levy of such assessments are proposed to take effect the first day of August of Fiscal Year 2022-2023 (August 1, 2022) and shall be collected, on a quarterly basis each year thereafter.

Section 9. Severability. If any provisions of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 10. Effective Date and Publication. The City Clerk shall certify to the adoption of this ordinance and shall cause this ordinance to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, including the vote for and against the same within fifteen (15) days of its adoption, 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. This Ordinance shall take effect thirty (30) days after its adoption.

EXHIBIT A

WOODLAND

TOURISM BUSINESS IMPROVEMENT DISTRICT

The following is a list of hotels now operating in the City of Woodland as existed on the date of this ordinance or as modified in subsequent proceedings for inclusion of hotels proposed to operate within the Woodland Tourism Business Improvement District:

Business Name	Address	Assessor's Parcel Number(s)
Aura Motel 6 Woodland LLC	1564 E Main St	066-040-004-000
Days Inn	1524 E Main St	066-040-011-000
Quality Inn & Suites	1562 E Main St	066-040-024-000
Hampton Inn & Suites	2060 Freeway Dr	027-851-005-000
Holiday Inn Express	2070 Freeway Dr	027-851-006-000
Comfort Suites	2080 Freeway Dr	027-851-007-000
Mariott Fairfield Inn & Suites	2100 Freeway Dr	027-851-009-000
Econo Lodge	53 W Main St	065-250-007-000
Shadow Oaks Hospitality	584 N East St	065-250-051-000
Valley Oaks Inn	600 N East St	027-460-009-000
Journey Inn	99 W Main St	027-460-010-000

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of June, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Ethan Walsh, City Attorney

DocuSign Envelope ID: 60A173D4-AFE0-48DD-92FE-150CE85C3DC5

WHG
Woodland Hoteliers Group

530-668-8839
woodlandhoteliersgroup@gmail.com
350 Court Street
Woodland, CA 95695

Woodland City Council
300 1st Street
Woodland, CA 95776

March 14, 2022

To Woodland City Council:

As representatives of Woodland-based hotels, we are happy to support the establishment of a Woodland hotel business improvement district with 2% assessment. We believe that this Woodland focused approach has great potential to simultaneously enhance visitor experience and benefit our community. Through targeted marketing, expanded events, we look forward to fostering synergies between our hotels, local restaurants, boutiques, and the entire Woodland business community to create a more well-rounded tourism approach that benefits our local economy at large.

We propose that the Woodland Hoteliers Group, a non-profit 501(c)6 composed of and representing Woodland Hoteliers, be designated as the advisory board. If designated as such, the Woodland Hoteliers Group would assume the responsibility of producing and presenting an Annual Report (commonly referred to as a Management District Plan) to City Council. This Management District Plan and budget will outline how the proposed levy of assessments for each year will be spent, pursuant to the BID Law of 1989.

Please find below signatures of support from representatives of the following Woodland Hotels:

MOTEL 6	DocuSigned by: [signature]	, Owner
COMFORT SUITES	DocuSigned by: Ram sali D4F099C83DA6494...	, Owner
DAYS INN	DocuSigned by: Hiten Suraj FA46B4E6C9EC487...	, Owner
ECONO LODGE	DocuSigned by: Dhaneil Parmar BA821905EC42405...	, Owner
MARIOTT FAIRFIELD INN & SUITES	DocuSigned by: Vinod Patel 955A78B3FEE945B...	, Owner
HAMPTON INN & SUITES	DocuSigned by: Andy Patel 54C8F453897A45E...	, Owner
HOLIDAY INN EXPRESS	DocuSigned by: Vinod Patel 955A78B3FEE945B...	, Owner
JOURNEY INN	DocuSigned by: Roshan Patel 46BA7769462F4DC...	, Owner
QUALITY INN & SUITES	DocuSigned by: Andy Patel 54C8F453897A45E...	, Owner
SHADOW OAKS HOSPITALITY	DocuSigned by: Darshan Patel DD41978D95A24E1...	, Owner
VALLEY OAKS INN	DocuSigned by: Andy Patel 54C8F453897A45E...	, Owner

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

WHEREAS, the City of Woodland (the "City") is a general law city organized and existing under the laws of the State of California; and

WHEREAS, the Parking and Business Improvement Area Law of 1989 (Section 36500 et seq. of the Streets and Highways Code of the State of California) authorizes the City to levy assessments on businesses within a parking and business improvement area which are in addition to any assessments, fees, charges, or taxes imposed in the City of Woodland and to use such proceeds for the benefit of businesses within such parking and business improvement area pursuant to said Parking and Business Improvement Area Law of 1989; and

WHEREAS, the City Council of the City and several hotel operators within the City are desirous to take proceedings to provide a method of funding public programs and activities that will promote the City and hotels as a tourist destination; and

WHEREAS, the City Council proposes to establish a business improvement area within the City for Fiscal Year 2022/2023 pursuant to the Parking and Business Improvement Area Law of 1989, and in accordance with Section 36522 of said Law, and hereby institutes the proceedings for such a district by the adoption of this Resolution of Intention.

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

Section 1. Recitals: The below recitals are all true and correct.

Section 2. Declaration of Intention: Pursuant to the Parking and Business Improvement Area Law of 1989, the City Council hereby declares its intention to establish a business improvement area designated as the Woodland Tourism Business Improvement District (hereinafter "WTBID").

Section 3. Definition of Hotel: Hotel shall mean any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients, including but not limited to dwellings for lodging or sleeping purposes, which include any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof, duplex, triplex, single-family dwelling units except any private dwelling house

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or other individually owned single-family dwelling rented only infrequently and incidental to normal occupancy or any timeshare as set out in Revenue and Taxation Code 7280; provided, that the burden of establishing that the facility is not a hotel shall be on the owner or operator thereof. The Hotels now operating in the proposed WTBID are described in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. Boundaries: The boundaries of said WTBID are proposed to include all of the real property within the City of Woodland and the boundaries of the WTBID shall be coterminous with the City boundaries, a map of which is on file in the office of the City Clerk.

Section 5. Method of Assessment: In addition to any assessments, fees, charges or taxes imposed otherwise in the City, except where funds are otherwise available, the City Council proposes to annually levy assessments on Hotels in the WTBID for the purpose of funding the programs, activities and services that will promote the City and hotels as a tourist destination. A description of the proposed system of assessments is set forth on Exhibit "B", attached hereto and incorporated herein by this reference.

Section 6. Exemption of Newly Established Business: The City Council proposes to annually levy assessments on all Hotels in the WTBID in accordance with the proposed system of assessments as set forth on Exhibit "B" and as such has determined that the assessments on newly established Hotels shall commence immediately upon the first day of operation and therefore there is no exemption applied for newly established Hotels.

Section 7. Use of Assessment Revenues: The proposed uses of the revenues derived from assessments levied against Hotels in the WTBID include but are not limited to the following:

(a) Promoting the identity of Woodland through financial support of key regional and national events that support tourism and result in an economic impact; and

(b) Developing and implementing a destination marketing strategy and promotions targeting potential hotel guests; and

(c) Developing and undertaking an advertising and public relations program focusing on the business, recreation, and leisure travel trade; and

(d) Subsidization of high quality, high economic impact events; and

(e) Annual operation expenses including but not limited to annual district administration functions and expenses, printing, postage and meetings; and

(f) Support and funding of contract services and/or programs that support hotel operations and tourism including but not limited to, security, transportation services, vouchers, and special events; and

(g) Attendance at key meeting and consumer trade shows.

Section 8. Fiscal Year: Upon successful establishment of the Woodland Tourism Business Improvement District, the proposed system of assessments as set forth on Exhibit "B" to be levied as a result of these proceedings relates to Fiscal Year 2022/2023 (the Fiscal Year commencing July 1, 2022 and ending June 30, 2023) and the levy of such assessments is proposed to take effect the first day of the second month of the first quarter of Fiscal Year 2022/2023 (August 1, 2022).

Section 9. Public Hearing: A public hearing concerning the establishment of said WTBID and the proposed assessments will be held on June 21, 2022 at 6:00 p.m., or as soon thereafter as the matter can be heard at the City Council's regularly held meeting, located at 300 First Street, Woodland, California. In the event that the City Council determines to conduct the hearing remotely in the interest of public health and safety pursuant to AB 361 (Chapter 165, Statutes of 2021), the updated hearing location will be posted as soon as such information is available, including on the agenda for the meeting at which the public hearing will be held, and on a prior agenda authorizing remote meetings. At such public hearing, the City Council shall hear the testimony of all interested persons for or against the establishment of the WTBID, the extent of the WTBID, the proposed assessments and the furnishing of specified types of improvements or activities.

Section 10. Determination of Protest: All protests and received evidence, including written protests, for and against the establishment of the WTBID and the proposed assessments related thereto shall be entered into the record. If written protests are received from the owners of businesses in the proposed WTBID which will pay 50 percent or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than that 50 percent, no further proceedings to create the WTBID or to levy the proposed assessment, as contained in this resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the City Council. If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the WTBID, those types of improvements or activities shall be eliminated. Every written protest shall be filed with the City Clerk at or before the time fixed for the public hearing. The City Council may waive any irregularity in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

Section 11. Adoption of Resolution: The City Clerk shall certify to the adoption of this Resolution, cause the same to be published in the manner prescribed by law, and shall mail a complete copy of this Resolution to each person owning or operating a Hotel which is located in the proposed WTBID.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 19th day of April, 2022, by the following vote:

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

Mayra Vega, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

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EXHIBIT A

CITY OF WOODLAND
WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT

Hotels in Fiscal Year 2022/2023

The following is a list of Hotels now operating, or proposed to operate in the proposed WTBID for Fiscal Year 2022/2023

Business Name	Address	Assessor's Parcel Number(s)
Aura Motel 6 Woodland LLC	1564 E Main St	066-040-004-000
Days Inn	1524 E Main St	066-040-011-000
Quality Inn & Suites	1562 E Main St	066-040-024-000
Hampton Inn & Suites	2060 Freeway Dr	027-851-005-000
Holiday Inn Express	2070 Freeway Dr	027-851-006-000
Comfort Suites	2080 Freeway Dr	027-851-007-000
Mariott Fairfield Inn & Suites	2100 Freeway Dr	027-851-009-000
Econo Lodge	53 W Main St	065-250-007-000
Shadow Oaks Hospitality	584 N East St	065-250-051-000
Valley Oaks Inn	600 N East St	027-460-009-000
Journey Inn	99 W Main St	027-460-010-000

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Exhibit B

CITY OF WOODLAND
WOODLAND TOURISM BUSINESS IMPROVEMENT DISTRICT

Proposed System of Assessment (Methodology)

The proposed system of assessments is designed to generate revenue from Hotels in the City to provide a method of funding public programs and activities that will promote the City and Hotels as a tourist destination. The City's Hotels are the only businesses proposed to be assessed. An annual assessment is to be levied against Hotels based on the benefits they derive from the program of activities. All non-Hotel businesses would not be assessed as they derive only, at most, an indirect benefit from the program of activities.

Any modification to the WTBID or program of activities for which the assessments are proposed to be levied would be subject to notification of all businesses within the WTBID and a public hearing before the City Council. At such public hearing, the City Council shall hear all protests and receive evidence, including written protests, for and against such modification.

Each Hotel in the WTBID shall be subject to an assessment of 2% of total room rents charged and received from transient Hotel guests who do not make the Hotel their principal place of residence.

Once the system of assessments is established, it cannot be changed without written notice to all Hotels in the WTBID and a public hearing held by the City Council. At such public hearing, the City council shall hear all protests and receive evidence, including written protests, for and against such changes.

Assessment will be collected by the City of Woodland, with the funds being remitted to a special fund of the City for expenditure in accordance with its adopted annual budget as presented by the Advisory Board appointed by the City Council.

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NOTICE OF PUBLIC MEETING AND PUBLIC HEARING
REGARDING A PROPOSED
TOURISM MARKETING DISTRICT
IN THE CITY OF WOODLAND

I. Hearing Notice

The City Council of the City of Woodland ("City") will hold a public meeting and public hearing on the establishment of the Woodland Tourism Business Improvement District ("WTBID") within the City and the proposed levy of assessments on businesses within the WTBID to promote the City and hotels as a tourist destination.

NOTICE IS HEREBY GIVEN that a public meeting will be held on June 7, 2022 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 300 First Street, Woodland, California.

NOTICE IS HEREBY GIVEN that a public hearing will be held on June 21, 2022 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 300 First Street, Woodland, California.

The public meeting and public hearing are being held in accordance with the provisions of the *Parking and Business Improvement Area Law of 1989, being Division 18, Part 6 of the California Streets and Highways Code (commencing with Section 36500).* At the public meeting and public hearing, the City Council shall consider all objections and protests, if any, to the proposed Woodland Tourism Business Improvement District, the proposed assessments, and ordinance related thereto. Any interested person shall be permitted to present written and oral testimony regarding these matters. The City Council may impose reasonable time limits on both the length of the entire public meeting or public hearing and the length of each interested person's oral testimony. The City Council may also continue the public meeting or public hearing from time to time. Business owners that are subject to the proposed annual assessments who wish to protest the proposed district or assessments must follow the procedure outlined in Section II below.

II. Protest Procedure

Any business owner subject to the proposed assessment may protest to the establishment of the WTBID, the furnishing of specified service or activities, or the amount of the proposed assessment by filing with the City Clerk, on or before the time set for the public hearing, a written protest, containing a legible signature of such business owner, identification of the business by address or assessor's parcel number, and statement of the business owner's protest. Electronic mailings (emails) will not be accepted. Any business owner subject to the proposed assessment may appear and testify at the public meeting or public hearing, but only a written protest that meets the requirements set forth in this paragraph will be counted as a valid protest. If the party signing the protest is not shown on the official records of the City as the owner of the business, the protest shall contain or be accompanied by written evidence that the person signing the protest is the owner of the business or an authorized representative of the owner(s) of that business. Protests must be mailed or personally delivered to: City Clerk, City of Woodland, 300 First Street, Woodland, CA 95695. For the City Council to consider a written protest, **the protest must be received by the City Clerk no later than the conclusion of the public testimony portion of the public hearing on June 21, 2022. Postmarks will not be accepted.**

Majority protest exists if written protests are received from the owners of businesses in the proposed area which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than that 50 percent. If a written majority protest of the owners of businesses exists, no further proceedings to create the specified business improvement area or to levy the proposed assessment shall be taken by the City Council for a period of one year from the date of the finding of a majority protest. If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the area, those types of improvements or activities shall be eliminated. Because the proposed assessments are only on specified business (hotels) within the City and not on real property, the assessment balloting proceedings outlined in the California Constitution Article XIIID do not apply to the establishment of this district or the proposed assessments. Therefore, if the City Clerk does not receive written protests from a majority of the owners of business subject to the proposed assessments, the City Council may establish the proposed Woodland Tourism Business Improvement District and authorize the levy of assessments commencing with Fiscal Year 2022/2023 by adopting an ordinance to that effect.

III. Boundaries and Purpose of the Woodland Tourism Business Improvement District

The City is proposing the establishment of the Woodland Tourism Business Improvement District, which will include all of the real property within the City of Woodland and the assessment of specified hotels now operating within the City but may include additional hotels operating within the City in the future. The use of the revenues derived from the proposed assessments that are levied on identified hotel businesses in the WTBID may include, but are not limited to the following: promoting the identity of Woodland through financial support of key regional and national events that support tourism and result in an economic impact; developing and implementing a destination marketing strategy and promotions targeting potential hotel guests; developing and undertaking an advertising and public relations program focusing on the business, recreation, and leisure travel trade; subsidization of high quality, high economic impact events; annual operation expenses including but not limited to annual district administration functions and expenses, printing, postage, and meetings; support and funding of contract services and/or programs that support hotel operations and tourism including but not limited to, security, transportation services, vouchers, and special events; and attendance at key meeting and consumer trade shows to promote Woodland as a premier tourism destination.

IV. Summary of the Proposed Assessment

In addition to any assessments, fees, charges or taxes imposed otherwise in the City, the City Council proposes by City Ordinance to annually levy assessments against businesses in the WTBID for the purpose of funding the programs, activities, and services described above. It is proposed that each business (Hotel) in the District shall pay an assessment of 2% of total room rents charged and received from transient hotel guests who do not make the hotel their principal place of residence. These charges will be collected by the City of Woodland at the same time and in the same manner as the current Transient Occupancy Tax, with the funds being remitted to a special fund of the City for expenditure in accordance with an adopted annual budget. On an annual basis, an Advisory Board shall present a proposed budget for the City Council's consideration. This Advisory Board shall be appointed by the City Council once the WTBID is established and shall be comprised of business owners subject to the assessments and designated City staff. Once the system of assessment is established, it cannot be changed without written notice to all businesses in the WTBID and a public hearing held by the City Council. At such public hearing, the City Council shall hear all protests and receive evidence, including written protests, for and against such changes.

If you have any question regarding this notice, please contact Stephanie Burgos, Business Engagement & Marketing at (530) 661-5920 or email at Stephanie.Burgos@cityofwoodland.org.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: K.18
SUBJECT: First Reading – Single-Use Foodware and Condiments Ordinance

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of an Ordinance adding Section Chapter 9.68 to Title 9 of the Woodland Municipal Code relating to Single-Use Foodware Accessories and Condiments

Staff Contact:
Rosie Ledesma, Environmental Resource Analyst, (530) 661-2059, rosie.ledesma@cityofwoodland.org

Fiscal Impact:
There is no fiscal impact.

Background:
Each year in the United States, an estimated 4.9 million tons of waste are generated from disposable, single-use foodware accessories such as napkins, forks, sporks, spoons, condiments, straws, and the like. The COVID-19 pandemic has increased takeout and food delivery services for local restaurants, which has also increased the amount of single-use plastics used and sent to landfills. Plastics made from petrochemical manufacturing account for roughly 14% of the US's oil demand. California produces and refines nearly 2 million barrels of oil per day, whose facilities are oftentimes located near, and disproportionally impact, low-income communities of color. The California Coastal Commission reports that since its first annual California Coastal Cleanup Day in 1985, utensils and straws are still listed as one of the top 10 items found in coastal cleanups. Approximately 150 million metric tons of plastic is already circulating in the marine environment and an estimated 8 million metric tons enter the oceans annually.

Discussion:
AB 1276 builds on California's existing efforts to combat waste, decrease its reliance on fossil fuel extraction and petrochemical production, and prevent further pollution in our rivers, lakes, and oceans. This bill expands on the plastic straw ban (AB 1884 of 2018) and aims to reduce single-use plastic waste by serving these items only upon request.

AB 1276 requires the City to authorize an enforcement agency to enforce its requirements by June 1, 2022. The first and second violations of these provisions result in a notice of violation, and any subsequent violation is an infraction punishable by a fine of $25 for each day in violation, but not to exceed an annual total of $300.

Conclusion:
Staff recommends that the City Council introduce and waive the first reading of an Ordinance adding Section Chapter 9.68 to Title 9 of the Woodland Municipal Code relating to Single-Use Foodware Accessories and Condiments

Prepared by: Rosie Ledesma, Environmental Resource Analyst

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

Ken Hiatt
City Manager

Attachments:

1. Ordinance

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADDING CHAPTER 9.68 TO TITLE 9 OF THE WOODLAND MUNICIPAL CODE RELATING TO SINGLE-USE FOODWARE ACCESSORIES AND CONDIMENTS

WHEREAS, pursuant to California Public Resources Code section 42355, the California State Legislature has recognized that littered plastic products have caused and continue to cause significant environmental harm and have burdened local governments with significant environmental cleanup costs; and

WHEREAS, in October 2021, Governor Newsom signed into law California State Assembly Bill 1276 (Chapter 505, Statutes of 2021) ("AB 1276") which expands upon existing law (prohibiting restaurants from providing single-use plastic straws unless requested by the consumer), by prohibiting certain food facilities from providing any single-use foodware accessory or standard condiment, as defined, to a consumer unless requested by the consumer; and

WHEREAS, single-use foodware accessories, including napkins, straws, condiments, forks, spoons, sporks, knives, and other disposable flatware create waste and environmental hazards, and therefore should only be made available upon request in compliance with AB 1276; and

WHEREAS, AB 1276 requires the City to authorize an enforcement agency to enforce its requirements by June 1, 2022; and

WHEREAS, the City of Woodland seeks to implement AB 1276 by authorizing the City to enforce requirements prohibiting distribution of single-use foodware accessories and standard condiments unless requested by the consumer.

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

<u>Section 1.</u> **Recitals**. The above recitals are incorporated as though fully set forth herein.

<u>Section 2.</u> **CEQA**. The City Council finds that this Ordinance is not subject to the requirements of the California Environmental Quality Act ("CEQA") because adoption of the Ordinance is not a "project" within the meaning of Section 15378(b)(5) of the State CEQA Guidelines. This Ordinance is further exempt from the requirements of CEQA because there is no possibility that this Ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

<u>Section 3.</u> **Amendment**. Chapter 9.68 is hereby added to Title 9 of the Woodland Municipal Code as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 4. **Severability**. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. **Certification.** The City Clerk shall certify to the adoption of this ordinance and, within 15 days after its adoption, shall cause it to be published in accordance with state law.

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

INTRODUCED ON the 21st day of June 2022, and **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Woodland at a regular scheduled meeting of the City Council held on the ___ day of ____________, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Ethan Walsh, City Attorney

65266.00008\40116617.2

EXHIBIT A

Chapter 9.68 – Single-Use Foodware Accessories and Condiments

9.68.010 Title

This chapter shall be known as "Single-Use Foodware Accessories and Condiments" and may be so cited.

9.68.020 Purpose and Applicability

The City Council finds and declares that the purpose of this chapter is to comply with AB 1276 and mandate that all single-use foodware accessories and standard condiments provided by certain food establishments and vendors be made available to customers upon request only.

9.68.030 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings designated in this section.

"AB 1276" AB 1276 (Chapter 505, Statutes of 2021) regulating the distribution of single-use foodware accessories by food vendors to be made available only upon request of the consumer.

"Condiment" means relishes, spices, sauces, confections, or seasonings that require no additional preparation and that are usually used on a food item after preparation, including ketchup, mustard, mayonnaise, soy sauce, hot sauce, salsa, salt, pepper, sugar, and sugar substitutes.

"Digital Ordering Platform" means the digital technology provided by an Internet website or mobile application used by customers of Food Facilities to order food and/or schedule food delivery.

"Food Facility" means any business, organization, entity, group, or individual (or any combination thereof) providing prepared food and/or beverages for public consumption on or off its premises within the City of Woodland.

"Refillable Self-Service Dispenser" means a container or equipment that is used to hold disposable foodware accessories for customers to obtain at their discretion, and which dispense one item at a time to allow for single-use foodware accessories to be obtained.

"Single-Use Foodware Accessory" or "Single-Use Foodware Accessories" means all of the following single-use items provided alongside ready-to-eat food by a food facility: utensils (including but not limited to forks, knives, spoons, and sporks); chopsticks; condiment cups and packets; straws; stirrers; splash sticks; and cocktail sticks.

9.68.040 Requirements for Food Facilities

A. Food Facilities shall only distribute Single-Use Foodware Accessories and Condiments upon the request of the customer.

B. Single-Use Foodware Accessories and Condiments packaged for single use provided by Food Facilities for use by customers shall not be packaged in a manner that prohibits a consumer from taking only the type of Single-Use Foodware Accessory or Condiment desired without taking a different type of Single-Use Foodware Accessory or Standard Condiment.

C. Food Facilities shall instruct employees to inform customers that Single-Use Foodware Accessories and Standard Condiments are only available upon request.

D. A Digital Ordering Platform, whether operated by a third party or by a Food Facility, shall include a statement that communicates that Single-Use Foodware Accessories are offered only upon request, and shall provide users with the option to select the Single-Use Foodware Accessories and Condiments that they want. If a Food Facility uses any Digital Ordering Platform for ready-to-eat food, the Food Facility shall customize its menu with a list of available Single-Use Foodware Accessories and Condiments, and only those Single-Use Foodware Accessories and Condiments selected by the consumer shall be provided by the Food Facility. If a consumer does not select any Single-Use Foodware Accessory or Condiment, no Single-Use Foodware Accessory or Standard Condiment shall be provided by the food facility for delivery of ready-to-eat food.

E. Food Facilities are encouraged, but not required, to take actions in addition to the requirements of this section that support the goal of reducing the use of and waste generated by all Single-Use Foodware Accessories and Condiments.

9.68.050 Exemptions

A. Nothing in this chapter shall prohibit a Food Facility from making unwrapped Single-Use Foodware Accessories available to a consumer using Refillable Self-Service Dispensers that dispense one item at a time to allow for Single-Use Foodware Accessories to be obtained.

B. A Food Facility may ask a drive-through consumer if the consumer wants a Single-Use Foodware Accessory if the Single-Use Foodware Accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

C. A Food Facility that is located entirely within a public use airport, as defined in 14 CFR Section 77.3, may ask a walk-through consumer if the consumer wants a Single-Use Foodware Accessory if the Single-Use Foodware Accessory is necessary for the consumer to consume ready-to-eat food, or to prevent spills of or safely transport ready-to-eat food.

D. This chapter shall not apply to the following institutions or facilities:

1. Correctional institutions, which has the same meaning as in Section 7502 of the Penal Code.

2. Health care facilities licensed pursuant to Article 1 (commencing with Section 1250) of Chapter 2 of Division 2 of the Health and Safety Code or facilities that are owned or operated by a health care service plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code.

3. Residential care facilities licensed pursuant to Division 2 (commencing with Section 1200) of the Health and Safety Code.

4. Public and private school cafeterias, as referenced in paragraph (1) of subdivision (b) of Section 113789 of the Health and Safety Code.

9.68.060 Enforcement and Penalties

A. The first and second violations of this chapter shall result in a notice of violation, and any subsequent violation shall constitute an infraction punishable by a fine of twenty-five dollars ($25) for each day in violation, but not to exceed an amount of three hundred dollars ($300) annually.

B. The City may issue an administrative citation for a violation that would otherwise be an infraction under A. of this Section. The City's procedures on the imposition of administrative fines under Chapter 9.20 shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, as authorized by California Government Code section 53069.4.

C. The City Manager, or his or her designee, shall have primary responsibility for enforcement of this chapter and shall have authority to issue citations for violation of any provision of this chapter. The City Manager, or his or her designee, may establish regulations or administrative procedures and take any actions reasonable and necessary to further the purposes of this chapter or to obtain compliance with this chapter, including, without limitation, performing an inspection of a retail establishment's premises to verify compliance with this chapter.

D. The remedies and penalties provided in this chapter are cumulative and not exclusive, and nothing in this chapter shall preclude the City from pursuing any other remedies. The City

Attorney may seek legal, injunctive, or any other relief to enforce the provisions of this chapter and any regulation or administrative procedure developed pursuant hereto.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 21, 2022
ITEM #: K.19
SUBJECT: Fiscal Year 2022/23 Budget

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, a) approving the Fiscal Year (FY) 2022/23 Annual Budget of $213.9 million as detailed in Exhibit A and b) approving 323 full-time equivalent positions, by classification, as detailed in Exhibit B.

Staff Contact

Evis Morales, Finance Officer, (530) 661-5923, evis.morales@cityofwoodland.org

Fiscal Impact

Adoption of the fiscal year (FY) 2022/23 budget will appropriate $213.9 million across all City funds. Included in this number is $2.4 million for the Successor Agency to the former Woodland Redevelopment Agency, and $6.4 million in debt service related to debt issues by the Woodland Finance Authority. General Fund appropriations total $69.9 million, which includes $1.8 million in one-time and $417,526 in additional recurring funding allocations.

Background

Over the last four months, the City Council has received a series of presentations and updates related to the fiscal year (FY) 2022/23 financial outlook for the City. These discussions began with the FY2021/22 Mid-Year Budget update in March, followed by the Spring Budget Workshop and proposed spending plans for American Rescue Plan (ARP) funding, Measures J, F and R , and finally budget recommendations for the FY2022/23 budget and the City's Capital Improvement Program (CIP) in June. All of these discussions and topics have been included in the Proposed Budget document summary that accompanies this report.

Discussion

Reflecting on the past two years with health orders and large segments of the economy that were shut-down, the City has generated Sales and Property Taxes higher than the downgraded revenues originally projected. This has provided the City more flexibility in planning the Proposed FY2022/23 Budget and addressing priority needs. It will continue to be a challenge to anticipate how the economy will perform in light of the effects of the COVID-19 pandemic and inflation that is affecting all households throughout the United States. However, the City will continue to work through these looming challenges and will work with the City Council to address any budgetary issues that may arise as the local economy continues to gain or lose momentum. With the City's prudent financial practices, including long-term financial planning and a conservative budget approach, reserve balances have been built and maintained, which allows the City to address projected General Fund annual operating deficits in a thoughtful and strategic manner while continuing to address priority needs.

The proposed budget totals $213.9 million, supporting city operating funds ($160.9 million), capital funds ($25.3 million) and debt service obligations ($27.7 million) and represents an increase of 4% from the FY2021/22 adopted budget. Consistent with previous years, costs associated with the City's investment management function ($450,000) are not shown as expenditure appropriations, but instead are netted against total investment income for the fiscal year.

The overall FY2022/23 Budget has been carefully developed with critical one-time funding recommendations necessary to address specific priority needs and limited recurring additions to the baseline budget. These additions (one-time and recurring costs) are aligned with City Council priorities. The budget includes anticipated revenues developed in coordination with the City's tax revenue consultants based on economic indicators and includes continued financial impacts of the COVID-19 pandemic and inflation. Tax revenue impacts, along with other impacted revenues, are reflected in the five-year General Fund forecast.

The budget includes a set of specific funding recommendations totaling $10.6 million, including $10.0 million in one-time funding allocations and $902,897 in ongoing budget augmentations. Funding recommendations include items previously discussed and approved in the American Rescue Plan, Measure F, Measure R, and Measure J spending plans. The Proposed Budget includes funding recommendations to support six (6) new full-time positions including a Building Inspector I/II for Community Development, a Community Services Officer for Police, an Administrative Clerk I/II for Fire, a Libarian I/II and Library Assistant I/II for the Library, and a Treatment Plant Operator III for Public Works. The proposed FY2022/23 full-time equivalent staffing level of 323 positions remains 29.5 positions (8%) fewer than the pre-recession staffing levels of FY2008/09.

The General Fund budget, totaling $69.9 million, as proposed, represents an increase of $8.7 million (12%) over the prior year, including $1.8 million of one-time funding allocations from available excess General Fund reserves and $417,526 in ongoing budget augmentations . The increased budget in the General Fund can also be attributed, in part, to use of $2.8 million in one-time use of Measure J fund balance, and $1.5 million in allocation of funds to ARP projects. The overall budget proposal, which includes specific funding recommendations to meet select priority needs would, if approved, result in an anticipated year-end fund balance in the General Fund of $15.4 million (28.8%), or $4.7 million above the Council's adopted reserve policy level of 20%.

The proposed FY2022/23 Capital Improvement Program (CIP) budget includes funding recommendations totaling $25.3 million, of which $8.5 million is allocated for investment in transportation infrastructure, $9.5 million to advance capital projects within the water, sewer, and storm drain utilities, $7.1 million for park facilities, and $85,000 supports the Library. The CIP includes funding of $2.6 million from Measure J and $5.1 million from Measure F, consistent with the FY2022/23 funding allocations presented to the Council via the respective spending plans.

The overall budget proposal remains consistent with the city's framework for advancing the Council's goal of fiscal stability. The proposed FY2022/23 budget uses a modest amount of budget flexibility to address priority needs. As the city continues to make progress in tackling its long-term structural budget deficit, focus remains on efforts to manage personnel costs and address unfunded liabilities. Specifically, while the budget proposal shows a surplus of $537,766 for FY2022/23, the updated General Fund forecast reflects a projected operating deficit of $736,307 for FY2023/24, growing to $1.3 million by the end of the five-year forecast's planning horizon. This ongoing budget gap is attributable to expenditures outpacing revenues and mostly associated with projected increases in CalPERS retirement contribution rates resulting from lower interest earnings assumptions adopted by the CalPERS Board, and underperforming investment returns.

Proposed Budget Recommendations:
Overall, the Proposed Budget is consistent with the budget framework developed over the past several fiscal years as well as feedback provided by the City Council through its regular quarterly budget updates and the Spring Budget Workshop held in May.

As has been the case in recent years, the budget necessarily incorporates fairly conservative revenue estimates, which contribute to limited discretionary budget flexibility. Nonetheless, the ability of the City to maintain, and increase, reserve levels has provided an opportunity to exercise diligence in implementing long-term, sustainable structural budget changes, while also providing the ability to utilize a prudent amount of one-time funding to address priority needs, above what can be supported by the baseline budget.

Several baseline General Fund budget adjustments are recommended in order to support priority unmet needs.

The following summarizes the specific ***General Fund one-time and recurring funding recommendations*** included as part of the FY2021/22 Proposed Budget:

One-Time

City Hall Building Security Improvements	$	100,000
Southeast Area Pool Project	$	1,000,000
Public Safety Radio Replacement Project - Part 1	$	350,000
Contract Services: Building Inspection - Plan Check & Inspection	$	75,000
Temporary Staff - Building Inspection/Code Enforcement - $25K per program	$	50,000
Storm Drainage Trash Capture Project	$	50,000
Rental of equipment "Skip Loader" for stump grindings	$	5,000
Traffic Community Services Officer Vehicle	$	60,087
Part-Time Sworn Annuitant (Police Officer)	$	46,628
Police Emergency Vehicle Operator Course Training (bi-annual)	$	27,000
Total General Fund One-Time Funding Recommendations	**$**	**1,763,715**

Recurring

Human Resources: Upgrade HR Clerk position to HR Tech	$	9,005
Community Development: Building Inspector I/II	$	131,733
Police: Traffic Community Services Officer	$	155,788
Fire: Administrative Clerk II	$	96,000
Pool Chemicals (cost increase)	$	15,000
Regional Pond Maintenance	$	10,000
Total General Fund Recurring Funding Recommendations	**$**	**417,526**

The proposed budget also recommends $776,923 one-time and $260,886 in recurring costs in **Other Funds (not including items in the approved spending plans)**:

One-Time

Information Technology: Cybersecurity	$	90,640
Junior/Assistant Engineer - Limited Term Position	$	143,783
North Canal Pump Station Project	$	170,000
Public Works Sewer: Ford F150 for Crew (Initial Purchase)	$	52,500
Public Works Utilities: Crane Truck Replacement (Initial Purchase)	$	135,000
Public Works Signs and Markings: Aerial Truck Purchase (Initial Purchase)	$	185,000
Total Other Funds One-Time Funding Recommendations	**$**	**776,923**

Recurring

Human Resources: Upgrade HR Clerk position to HR Tech	$	7,986
Public Works: Treatment Plant Operator III (Water Pollution Control Facility)	$	157,904
Information Technology: Cybersecurity	$	35,000
Regional Pond Maintenance	$	13,000
Public Works Vehicle Maintenance & Replacement	$	46,996
Total Other Funds Recurring Funding Recommendations	**$**	**260,886**

The proposed budget also includes funding recommendations that have been previously approved by the City

Council in the American Rescue Plan, Measure F Spending Plan, Measure J Spending Plan, and Measure R Spending Plan. These include the following One-time and Recurring costs:

Measures F/J/R & ARP Spending Plans	One-time	Recurring
Fire Grant Match	$ 52,000	
Fire Staffing Software		$ 5,000
PD Equipment	$ 52,589	$ 1,000
K9 Replacement	$ 22,930	
Southeast Area Pool Project	$ 6,116,905	
Campbell Park Play Structure	$ 375,000	
Library Door Security (Initial Purchase/Install)	$ 98,000	$ 5,160
Library Facility Improvements	$ 49,000	
Woodland Girls Fast Pitch (Field Rental)	$ 8,000	
Library: Librarian I/II (Measure R)		$ 131,500
Library: Library Assistant I/II (Measure R)		$ 81,825
Traffic Calming	$ 100,000	
Sidewalk, Gutter, Pothole Repair	$ 50,000	
Cybersecurity/Network Resiliency	$ 130,000	
On-line Permitting / Permit Streamlining	$ 225,000	
NPPS and EMPS Generator and Electrical Evaluation	$ 50,000	
North Canal Pump Station Pipe Rehab Project	$ 180,000	
	$ 7,509,424	$ 224,485

Measure F

Measure F (MSF) revenues are estimated to total $94.1 million through the 12-year life of the sales tax measure. Fiscal year 2022/23 revenues are estimated at approximately $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 $8,803,767, which includes $3,002,530 in one-time funding recommendations above the baseline budget and $6,000 in recurring expenses.

Measure J

The Measure J (MSJ) revenues are estimated to total $23.1 million through the 8-year life of the sales tax measure. 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 $1.0 million in revenue, with recommended appropriations of $3.7 million, which includes $2.8 million in one-time recommendations above the baseline budget. These appropriations are included in the total General Fund budget, and contribute, in part, to the increased overall budget for FY2022/23. FY2022/23 is the final year of Measure J, which means that the City will receive only one quarter of revenue. Measure J will transition to Measure R, which will receive the remaining three quarters of revenue for FY2022/23.

Measure R

The Measure R (MSR) revenues are estimated to total $33.6 million through the 8-year life of the sales tax measure. Actual appropriation of MSR, 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 $2.7 million in revenues, with recommended appropriations of $2.4 million, which includes $8,000 in one-time and $218,485 in recurring funding recommendations above the baseline budget.

American Rescue Plan (ARP)

In March 2022, the City Council approved a spending plan for the use of ARP funds. The City has received $11.1 million that has been programmed across various eligible categories and will be appropriated/spent over the next three fiscal years. In FY2021/22 the City is projecting $5.9 million in expenses, while in FY2022/23 the City is planning for $3.7 million in expenses. The proposed budget for FY2022/23 will include some of the planned expenses while other items funded via ARP will come back to the City Council as deemed necessary.

Capital Budget Overview
A major component of the city's annual budget process is the update to the five-year Capital Improvement Program (CIP). For FY2022/23, the CIP budget proposes funding projects totaling $25.3 million, allocated to various categories as follows:

Project Category	2021/22	2022/23	2023/24	2024/25	2025/26
Fire	$0	$0	$0	$0	$0
General	$1,178,066	$0	$0	$0	$0
Library	$85,000	$85,000	$85,000	$85,000	$85,000
Park Facilities	$1,885,000	$7,131,905	$15,000	$15,000	$15,000
Sewer	$3,585,000	$4,900,000	$2,110,000	$3,470,000	$3,200,000
SLIF Infrastructure	$25,000	$0	$0	$0	$0
Storm Drain	$3,915,000	$220,000	$0	$0	$0
Transportation	$15,079,102	$8,550,532	$4,078,450	$4,030,000	$1,730,000
Water	$6,680,000	$4,400,000	$3,800,000	$600,000	$200,000
Grand Total	$32,432,168	$25,287,437	$10,088,450	$8,200,000	$5,230,000

Major Capital Improvement Projects proposed for new or additional FY2022/23 funding include:

Water/Sewer/Storm Drain:

- 2023 Water & Sewer Replacement Project
- Large Diameter Wastewater Pipeline Repair, Replacement & Lining
- Water Pollution Asset Replacement Project
- Annual Sewer Repair & Replacement
- Spring Lake Lift Station Pump Replacement
- Replacement of Orangeberg Sewer Laterals

Transportation:

- SR 113/CR 25A Ultimate Interchange Modifications (Roundabouts)
- East Gibson Road/Harry Lorenzo Ave./Bourn Drive Traffic Signal
- 2022 Road Maintenance/Rehabilitation
- Annual In-House Road Program Support

Park Facilities:

- Southeast Area Pool Project

*Spring Lake Neighborhood Parks projects will be presented separately to Council in July 2022, pending a funding plan and bid results.

Looking Ahead
As we prepare to transition to a new fiscal year, there are a number of issues on the horizon that will have a direct impact on the City's ability to sustain our current and proposed service levels and/or provide additional budget flexibility to advance specific priority needs not provided for in this budget proposal.

Property and Sales Tax Revenue Updates
The City's fiscal outlook continues to improve since the impact of the COVID-19 pandemic, in large part due to the protracted economic recovery which has yielded modest but consistent growth in our major tax revenues. The FY2022/23 budget assumes ongoing modest growth in property and sales tax revenues. Projected growth in sales tax is mostly attributable to a rebound from the COVID-19 pandemic revenue losses and bringing the City to pre-pandemic economic activity. The updated five-year forecast assumes a modest revenue growth rates in both property and sales tax throughout the remaining five-year forecast and is consistent with most economic forecasts. The City will receive its official assessed valuation of the property tax rolls in early July, soon after adoption of the FY2022/23 budget, and will continue to receive quarterly updates of sales tax receipts and projections. In the short-run, actual property and sales tax receipts are likely to be within the range of assumptions used in the development of the FY2022/23 budget, and in the medium-term, the budget plan provides for a level of general fund reserves sufficient to absorb any economic correction that negatively impacts tax revenues. Staff will continue to monitor revenue receipts and other factors that could very well inform updated financial forecast assumptions over the five-year planning horizon.

Ongoing Labor Negotiations
The City has eight employee bargaining groups with contracts that expire at various times. Management has been in negotiations with bargaining groups whose labor agreements expire on June 30, 2022 and will initiate discussions over the course of the next year with other bargaining groups that expire on June 30, 2023. While certain assumptions have been incorporated into the Proposed Budget relative to personnel costs for employees represented by these bargaining groups, the terms of successor agreements may have direct short-term and long-term budget implications.

CalPERS Pension Costs
The Proposed Budget for FY2022/23 and the five-year forecast reflect the City's costs associated with employer contributions toward CalPERS pension obligations, as set by CalPERS. City pension costs for FY2022/23, as well as the updated five-year projections, include estimated savings resulting from the the City's one-time extra payment made to reduce the unfunded liability in FY2021/22. The one-time payment of $6.1 million will save the City $521,883 in FY2022/23 and $8.9 million through FY2037/38 across all City funds. The General Fund in particular will save $369,374 in FY2022/23 and $3.0 million through FY2037/37.

In late July or early August, updated CalPERS valuation reports are provided that will establish the pension contribution levels for FY2023/24 as well as updated five-year projections. The upcoming valuation reports (and those to follow) are expected to continue to have a significant impact on the city budget, particularly in light of actual and projected shortfalls in investment performance.

Conclusion
Staff continues to look for ways to leverage local funding to enhance programs and services consistent with City Council and community priorities. Through ongoing partnerships and collaborations with public and private sector partners, we are seeing the fruits of key initiatives undertaken over the past few years. With Measure F and Measure J (which will be Measure R in FY2022/23), the City has more resources and certainty to be able to carry out existing efforts and future Council priorities. It is the overall goal of the Proposed Budget and long-term financial plan of the City to ensure that the City of Woodland can continue to deliver quality programs and services, invest in the future of the community, while sustaining a fiscally prudent budgetary framework.

<u>Conclusion</u>

Staff recommends that the City Council adopt Resolution No. _____, a) approving the Fiscal Year (FY) 2022/23 Annual Budget of $213.9 million as detailed in Exhibit A and b) approving 323 full-time equivalent positions, by classification, as detailed in Exhibit B.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. FY2022-23 Budget Resolution
2. Exhibit A - FY2022-23 Total Appropriations by Fund
3. Exhibit B - FY2022-23 FTE Count
4. Measure F Spending Plan FY2022-23
5. Measure J Spending Plan FY2022-23
6. Measure R Spending Plan FY2022-23
7. ARP Spending Plan FY2022-23
8. Funding Recommendations-City Council Priority Goals

RESOLUTION NO: _______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE FISCAL YEAR 2022-2023 ANNUAL BUDGET

WHEREAS, a balanced annual budget for the City of Woodland has been prepared for fiscal year 2022-2023 and presented to the City Council and reviewed at a public meeting on April 5, 2022, June 7, 2022; and

WHEREAS, the proposed budget also includes the fiscal year 2022-2023 budgets for the Woodland Finance Authority and the Successor Agency to the former Woodland Redevelopment Agency; and

WHEREAS, the budget for Capital Improvement Plan for fiscal year 2022-2023 has been prepared; and

WHEREAS, all appropriations for the prior fiscal year shall lapse at the end of fiscal year 2022-2023 and any remaining amounts shall be credited against their respective fund balances, except for:

a. Any unexpended but encumbered amounts for specific orders outstanding at the end of the Fiscal Year, and
b. Any appropriations for incomplete capital projects at the end of fiscal year 2022-2023; and

WHEREAS, for these exceptions, such carry-overs may be made without further City Council action,

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

Section 1. The 2022-2023 Annual Budget is hereby adopted for the following funds (detail shown as Exhibit A):

General Fund	$69,873,220
Enterprise Funds	63,147,650
Special Revenue Funds	15,149,440
Internal Service Funds	20,888,470
Capital Funds	17,265,100
Spring Lake Funds	16,713,403
Debt Service Funds	8,437,075
Successor Agency	2,390,978
Total	$213,865,336

Section 2. The one-time and ongoing funding recommendations outlined in the proposed budget are hereby approved.

Section 3. Full-time Equivalent positions are hereby approved, by classification, as detailed in Exhibit B.

Section 4. Appropriations are hereby made at the individual fund level. The City Manager and Finance Officer are authorized to make budgetary transfers within an individual fund, so long as total appropriations for such fund remain unchanged. Interfund loans and/or transfers necessary to support fund level appropriations are hereby approved and authorized. Any changes to total fund level appropriations require further Council action.

Section 7. The City Manager and Finance Officer are hereby authorized to implement this resolution, including issuing the 2022-2023 Budget, together with any non-substantive corrections to the proposed budget adopted by this Council.

PASSED AND ADOPTED by the City Council this 21st day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____________________________________,
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

____
Ethan Walsh, City Attorney

CITY OF WOODLAND
FISCAL YEAR 2022/23
TOTAL APPROPRIATIONS BY FUND

Fund	Title	Proposed FY2022/23
010	EQUIPMENT SERVICES	2,115,536
011	FACILITIES REPLACEMENT	103,067
012	EQUIPMENT REPLACEMENT	1,990,700
013	BENEFITS FUND	9,902,146
014	VEHICLE-EQUIPMENT LEASES	855,508
015	INFORMATION SYSTEMS FUND	2,608,909
091	SELF INSURANCE	3,312,604
101	GENERAL FUND	69,873,220
102	MEASURE R	2,440,089
103	INVESTMENT FUND	450,000
210	WATER ENTERPRISE FUND	34,054,330
220	SEWER ENTERPRISE FUND	23,276,486
221	STRM DR ENTERPRISE FUND	1,503,208
222	WASTEWATER PRE-TREATMENT	588,753
240	CEMETERY	532,305
250	RECYCLING	269,837
252	CONST/DEMO DEBRIS RECYCLE	28,490
253	RECREATION ENTERPRISE	409,547
280	TRANSIT SYSTEM	2,484,694
301	LITERACY GRANT	95,922
320	COMMUNITY DEV. BLOCK GRNT	463,416
322	SUPPORT HOUSING PROGR	354,975
325	STATE GRANTS	205,339
326	HOUSING ASSISTANCE	22,589
340	POLICE GRANTS	510,398
351	TRANSPORTATION GRANT	158,450
352	SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS	222,448
353	PROPOSTION 172	558,470
354	TRANS DVLP (SB325)	1,579,363
355	GAS TAX-2106 (SELECT)	2,082,855
357	ASSET FORFEITURE FUND	10,313
358	HOUSING MONITORING FUND	10,126
359	FIRE SUPPRESSION DISTRICT	3,500
361	ROAD MAINT AND REHAB ACCOUNT	1,200,000
365	ENVIRONMENTAL COMPLIANCE	195,086
381	GIBSON RANCH L&L	972,385
383	N PARK L&L DISTRICT	45,158
384	SP ASSESS STRENG PD LAND	48,568

Fund	Title	Proposed FY2022/23
386	USED OIL RECYCLING GRANT	15,000
387	WOODLAND WEST L&L	31,595
389	SPRINGLAKE L&L	2,715,045
391	SPORTS PARK O&M CFD	503,282
392	GATEWAY L&L	216,568
501	CAPITAL PROJECTS	2,184,510
507	MEASURE F	8,873,215
510	GENERAL CITY DEVELOPMENT	1,701
522	RECOGNIZED OBLIGATION RETIREMENT FUND	2,390,978
540	PARK & RECREATION DVLP	1,414,622
550	POLICE DEVELOPMENT FUND	66,735
560	FIRE DEVELOPMENT	133,256
570	LIBRARY DEVELOPMENT FUND	86,672
580	SURFACE WATER DEVELOPMENT	230
582	ROAD DEVELOPMENT	2,585,032
585	SEWER DEVELOPMENT FUND	1,919,127
594	SPRING LAKE CAPITAL	15,040,862
601	SPRINGLAKE ADMINISTRATION	105,459
682	SLIF STREET IMPROVEMENT	1,567,082
830	SOUTHEAST AREA DEBT SERV	1,242,219
870	CFD#2 SPRINGLAKE DEBT SRV	5,644,512
883	2014 REFUNDING LEASE REV BONDS	1,550,344
917	LIBRARY TRUST FUND	38,500
		$213,865,336

CITY ORGANIZATION

Employee Summary - Citywide

Classification	Approved FY2021/22	Proposed Changes	Proposed FY2022/23
Administrative Services Director	1		1
Accountant I/II	1		1
Accounting Tech	0		0
Administrative Clerk I/II	3	1	4
Administrative Clerk III	1		1
Administrative Supervisor	2		2
Application Analyst, Sr.	1		1
Assistant Planner	1		1
Associate Engineer	3		3
Associate Planner	1		1
Assistant City Manager-Community & Economic Development	0		0
Building Inspector I/II	0	1	1
Chief Building Official	1		1
Chief Plant Operator	0		0
Chief Collection System Operator	1		1
Chief Water Systems Operator	1		1
City Clerk	1		1
City Manager	1		1
Code Compliance Officer I/II	1		1
Community Development Clerk I/II	2		2
Community Development Director	1		1
Community Development Technician I	2		2
Community Risk Reduction Specialist II	2		2
Communications Manager	1		1
Community Services Director	1		1
Community Services Officer	4	1	5
Community Services Program Manager	2		2
Conservation Coordinator	2		2
Crime & Intelligence Analyst	1		1
Crime Prevention Specialist	1		1
Deputy CDD Director	0		0
Electrical Supervisor	1		1
Electrician's Assistant	2		2
Engineering Assistant	3		3
Engineering Technician I/II	1		1
Engineering Technician III	3		3
Environmental Compliance Inspector II	1		1
Environmental Compliance Specialist	1		1
Environmental Resource Analyst	1		1
Env Sustainability Manager*	0		0
Equipment Services Clerk	1		1
Executive Assistant	1		1
Facilities Maintenance Worker I/II	2		2
Facilities Maintenance Worker III	2		2
Finance Clerk I	2		2
Finance Clerk II	0		0
Finance Officer	1		1
Finance Specialist	4		4
Finance Supervisor	0		0
Fire Battalion Chief	3		3
Fire Captain	12		12
Fire Chief	1		1

CITY ORGANIZATION

Employee Summary - Citywide

Classification	Approved FY2021/22	Proposed Changes	Proposed FY2022/23
Fire Engineer	12		12
Fire Marshal	1		1
Firefighter	18		18
Fleet & Facilities Manager	1		1
GIS Analyst	1		1
GIS Technician I/II	1		1
Heavy Equipment Mechanic	1		1
Housing Analyst I/II	0	1	1
Human Resources Analyst II	0		0
Human Resources Clerk	1	-1	0
Human Resources Manager	1		1
Human Resources Tech	0	1	1
Ind Electrical Tech	2		2
Information Systems Technician I	1		1
Information Technology Analyst	2		2
Information Technology Manager	1		1
Infrastructure Administrator	1		1
Junior Engineer	1		1
Laboratory Supervisor	1		1
Laboratory Technician I/II	2		2
Librarian I	1		1
Librarian II	3	1	4
Librarian III	1		1
Librarian Assistant I/II	0	1	1
Library Services Director	1		1
Library Technician Assistant II	1		1
Library Technician Assistant III	2		2
Light Equipment Mechanic	2		2
Literacy Coordinator	0		0
Maintenance Worker II	5		5
Maintenance Worker III	2		2
Management Analyst I/II	4		4
Marketing & Business Relations Specialist	1		1
Meter Services Technician	2		2
Park Maintenance Worker I	3		3
Park Maintenance Worker II	1		1
Park Superintendent	1		1
Park Supervisor	2	1	3
Police Captain	1		1
Police Chief	1		1
Police Lieutenant	3		3
Police Officer	56		56
Police Records Specialist	7		7
Police Records Supervisor	1		1

CITY ORGANIZATION

Employee Summary - Citywide

Classification	Approved FY2021/22	Proposed Changes	Proposed FY2022/23
Police Sergeant	10		10
Pool Facilities Technician	1		1
Principal Civil Engineer	1		1
Principal Planner	2		2
Principal Utilities Civil Engineer	1		1
Public Works Director	1		1
Recreation Coordinator	3		3
Recreation Supervisor	4		4
Secretary to the City Manager	1		1
Senior Accountant	1		1
Senior Building Inspector	1		1
Senior Building Plans Examiner	1		1
Senior Associate Civil Engineer	2		2
Senior Civil Engineer	1		1
Senior HR Analyst	1		1
Senior Engineering Assistant	1		1
Senior Equipment Mechanic	1		1
Senior Maintenance Worker	1		1
Senior Management Analyst	2		2
Senior Planner	1	-1	0
Senior Traffic Sig/Street Light Tech	1		1
Senior Water/Waste Instr Tech	1		1
Signs and Marking Tech II	1		1
Social Services Manager	1		1
Senior Construction Project Manager	1		1
Senior Police Records Specialist	2		2
Senior Tree Trimmer	1	-1	0
Senior Utilities Maint Wrk Sewer	1		1
Senior Water System Operator	1		1
Senior Water Pollution Control Operator	1		1
Senior Signs & Markings Technician	1		1
Systems Analyst, Senior	1		1
Treatment Plant Mechanic	1		1
Treatment Plant Superintendent	1		1
Tree Trimmer I/II	1		1
Underground Utility Service Locator	1		1
Utilities Administrator	1		1
Utilities Maintenance Worker I	10		10
Utilities Maintenance Worker II	11		11
Utilities Maintenance Worker III	4		4
Utilities Maintenance Worker IV	1		1
Water Pollution Control Operator I	1		1
Water Pollution Control Operator III	1	1	2
Water Pollution Control Operator IV	1		1
Water Systems Operator I/II	2		2
Water/Waste Inst Tech	1		1
Total Full-Time Equivalents Positions	**317**	**6**	**323**

MEASURE F SPENDING PLAN

	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	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
Parks Total	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
Roads Total	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										
Public Safety Total	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	327,506	243,925	260,756	269,361	282,290	292,735	3,379,030
Total Expenditures	**1,536,552**	**3,241,877**	**3,415,192**	**9,642,436**	**5,796,237**	**5,990,897**	**5,909,848**	**6,211,121**	**6,292,932**	**71,147,193**
Proposed Funding Recommendations										
Fire Grant Match					52,000					52,000
Fire Staffing Software Upgrade					5,000	5,000	5,000	5,000	5,000	45,000
PD - Equipment					52,600	1,000	1,000	1,000	1,000	60,600
K9 Replacement					22,930					22,930
Southeast Area Pool					2,500,000					2,500,000
Campbell Park Play Structure					375,000					375,000
Net Revenues/Exp	2,516,994	2,715,760	3,520,120	(2,192,470)	(1,178,197)	1,652,303	2,060,352	2,065,879	2,271,168	20,476,154
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)	(375,000)					642,657
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	1,669,020	765,823	2,318,126	4,278,477	6,244,356	8,415,524	17,588,497

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
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

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
Other Revenue	$ 200,000									
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	556,441	374,263	392,976	412,625	433,256	454,919	477,665	501,548	131,656	$ 3,735,350
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	$ 2,213,604	$ 3,375,359	$ 3,766,495	$ 3,939,687	$ 4,121,538	$ 4,312,482	$ 4,512,973	$ 4,723,489	$ 1,236,133	$ 32,201,761
Unallocated	0	0	0	0	0	0		0		0
Total Expenditures	$ 2,213,604	$ 3,375,359	$ 3,766,495	$ 3,939,687	$ 4,121,538	$ 4,312,482	$ 4,512,973	$ 4,723,489	$ 1,236,133	$ 32,201,761
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)	$ (977,592)
Fund Balance	$ 500,442	$ 690,231	$ 640,786	$ 560,089	$ 429,593	$ 230,788	$ (50,388)	$ (420,689)	$ (777,592)	$ (777,592)

*First Measure R Revenue/Program Year: Includes three-quarters of revenue in FY2022/23

**Final Measure R Revenue/Program Year: Only one-quarter of revenue is received in FY2030/31

AMERICAN RESCUE PLAN (ARP) - SPENDING PLAN

ARP REVENUE		FY2021/22	FY2022/23	FY2023/24	FY2024/25	TOTALS	%
First and Second Tranche		$ 5,557,328	$ 5,557,328			$ 11,114,656	
Interest Earned		$ 57,245				$ 57,245	
EXPENDITURES							
Critical Services / Public Health & Safety							
CRISIS Now Pilot Program – mental health intervention program*			$ 330,000	$ 330,000	$ 330,000	$ 990,000	
Cybersecurity/Network Resiliency			$ 130,000			$ 130,000	
On-line Permitting / Permit Streamlining			$ 225,000			$ 225,000	
HYT COVID Testing*		$ 157,000				$ 157,000	
HVAC System Efficiency/Indoor Air Quality (City Facilities)		$ -	$ 50,000			$ 50,000	
Public Safety Infrastructure – (body worn cameras and signal pre-emption)		$ 1,120,148	$ 279,753			$ 1,399,901	
	Subtotal	$ 1,277,148	$ 1,014,753	$ 330,000	$ 330,000	$ 2,951,901	27%
Economic Assistance / Housing							
Restaurant - Outdoor Seating Modifications		$ 125,000				$ 125,000	
Business Recovery			$ 150,000			$ 150,000	
Yolano-Donnelly Infill Housing*			$ 500,000			$ 500,000	
Workforce Training / City Internship Program			$ 150,000	$ 150,000	$ 150,000	$ 450,000	
		$ 125,000	$ 800,000	$ 150,000	$ 150,000	$ 1,225,000	11%
Youth Services / Childcare / Community Building							
Youth Center (Boys & Girls Club of America)*		$ 700,000				$ 700,000	
Woodland Haven Childcare Center (Former Montessori)		$ 775,000				$ 775,000	
Childcare Provider Network*			$ 115,000			$ 115,000	
Second Aquatic Center*			$ 1,000,000			$ 1,000,000	
Mobile Farmers' Market Truck*			$ 150,000	$ 100,000		$ 250,000	
Expanded Youth Program Hours (summer camps)			$ 25,000	$ 25,000	$ 25,000	$ 75,000	
	Subtotal	$ 1,475,000	$ 1,290,000	$ 125,000	$ 25,000	$ 2,915,000	26%
Infrastructure							
Neighborhood Traffic Calming / sidewalk safety / potholes			$ 150,000	$ 150,000	$ 150,000	$ 450,000	
Storm Drain Projects						$ -	
NPPS and EMPS Generator and Electrical Evaluation			$ 50,000			$ 50,000	
North Canal Pump Station Pipe Rehab Project			$ 180,000			$ 180,000	
Outfall Channel $4.0 million – County Share 26% cost*		$ 3,000,000	$ -			$ 3,000,000	
	Subtotal	$ 3,000,000	$ 380,000	$ 150,000	$ 150,000	$ 3,680,000	33%
Sustainability							
Carbon Reduction / Climate Resiliency Projects			$ 200,000	$ 200,000		$ 400,000	
		$ -	$ 200,000	$ 200,000	$ -	$ 400,000	4%
Total Expenditures		$ 5,877,148	$ 3,684,753	$ 955,000	$ 655,000	$ 11,171,901	101%
Net Revenues/Expenditures		$ (262,575)	$ 1,872,575	$ (955,000)	$ (655,000)	$ 0	
Balance / Uncommitted		$ (262,575)	$ 1,610,000	$ 655,000	$ 0		

* Opportunity for collaboration/partnership with others for funding

FY2022/23 Funding Recommendations - City Council Priority Goals

Funding Recommendation	FY23 Amount	Fund Source	Council Goal Area	Key Strategy/Priority Initiative
Human Resources: Upgrade HR Clerk position to HR Tech	$ 16,991	General Fund/Other	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Community Development: Building Inspector II	$ 131,733	General Fund	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Police: Traffic Community Services Officer	$ 215,875	General Fund	Strengthen Public Safety & Infrastructure	Increase traffic enforcement and strategic deployment of public safety patrols
Fire: Administrative Clerk II	$ 96,000	General Fund	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Pool Chemicals	$ 15,000	General Fund	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Regional Park Maintenance	$ 10,000	General Fund	Improve Quality of Life	Invest in cultural and recreational amenities
City Hall Building Security Improvements	$ 100,000	General Fund	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Southeast Area Pool Project	$ 1,000,000	General Fund	Improve Quality of Life	Second Aquatic Complex
Public Safety Radio Replacement Project - Part 1	$ 350,000	General Fund	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Contract Services: Building Inspection - Plan Check & Inspection	$ 75,000	General Fund	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Temporary Staff - Building Inspection/Code Enforcement - $25K per program	$ 50,000	General Fund	Improve Quality of Life	Strengthened code enforcement
Storm Drainage Trash Capture Project Study	$ 50,000	General Fund	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Rental of equipment "Skip Loader" for stump grindings	$ 5,000	General Fund	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Part-Time Sworn Annuitant (Police Officer)	$ 46,628	General Fund	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Police Emergency Vehicle Operator Course Training (bi-annual)	$ 27,000	General Fund	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Public Works: Treatment Plant Operator III (Water Pollution Control Facility)	$ 157,904	Sewer	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Information Technology: Cybersecurity	$ 35,000	Internal Funds	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Regional Pond Maintenance	$ 13,000	Other Funds	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Public Works Vehicle Maintenance & Replacement	$ 46,996	Internal Funds	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Information Technology: Cybersecurity	$ 90,640	Internal Funds	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Junior/Assistant Engineer - Limited Term Position	$ 143,783	Capital Program	Strengthen Public Safety & Infrastructure	Continue to leverage state and outside funding for reconstruction of major roadway corridors
North Canal Pump Station Project	$ 170,000	Capital Program	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Public Works Sewer: Ford F150 for Crew (Initial Purchase)	$ 52,500	Sewer	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Public Works Utilities: Crane Truck Replacement (Initial Purchase)	$ 135,000	Water	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Public Works Signs and Markings: Aerial Truck Purchase (Initial Purchase)	$ 185,000	Transportation	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Fire Grant Match	$ 52,000	Measure F	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Fire Staffing Software	$ 5,000	Measure F	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
PD Equipment	$ 52,589	Measure F	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
K9 Replacement	$ 22,930	Measure F	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
Southeast Area Pool Project	$ 6,116,905	MSF/MSJ/ARP	Improve Quality of Life	Second Aquatic Complex
Campbell Park Play Structure	$ 375,000	Measure F	Improve Quality of Life	Invest in cultural and recreational amenities
Library Door Security (Initial Purchase/Install)	$ 98,000	Measure J	Improve Quality of Life	Library improvements
Library Facility Improvements	$ 49,000	Measure J	Improve Quality of Life	Library improvements
Woodland Girls Fast Pitch (Field Rental)	$ 8,000	Measure R	Strengthen Public Safety & Infrastructure	Invest in programs that support youth and families
Library: Librarian I/II (Measure R)	$ 131,500	Measure R	Strengthen Public Safety & Infrastructure	Invest in programs that support youth and families
Library: Library Assistant I/II (Measure R)	$ 81,825	Measure R	Strengthen Public Safety & Infrastructure	Invest in programs that support youth and families
Traffic Calming	$ 100,000	ARP	Improve Quality of Life	Neighborhood traffic calming
Sidewalk, Gutter, Pothole Repair	$ 50,000	ARP	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
Cybersecurity/Network Resiliency	$ 130,000	ARP	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
On-line Permitting / Permit Streamlining	$ 225,000	ARP	Enhance Governance/Fiscal Responsibility	Invest in improved service delivery and organizational effectiveness
NPPS and EMPS Generator and Electrical Evaluation	$ 50,000	ARP	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations
North Canal Pump Station Pipe Rehab Project	$ 180,000	ARP	Strengthen Public Safety & Infrastructure	Ensure maintained infrastructure that complies with regulations