City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

July 5, 2022
6:00 PM

CITY COUNCIL

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

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed 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.

1. 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.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

2. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

3. SUBJECT: City Council Meeting Minutes of June 7, 2022 and June 21, 2022

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of June 7, 2022 and June 21, 2022.

4. SUBJECT: Sustainability Advisory Committee Meeting Minutes for April 2022

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the April 27, 2022 meeting of the Sustainability Advisory Committee.

5. SUBJECT: Special Assessment Tax Roll Collections

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts described herein.

6. SUBJECT: Adoption of Single-Use Foodware and Condiments Ordinance

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1692 adding Section Chapter 9.68 to Title 9 of the Woodland Municipal Code relating to Single-Use Foodware Accessories and Condiments

7. SUBJECT: Adoption of Ordinance Establishing the Woodland Tourism Business Improvement District

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1691, 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.

8. SUBJECT: Campbell Park Play Structure Replacement

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with PlayPower, Inc. in the amount not to exceed $375,000 through a cooperative purchasing agreement with Sourcewell Contract #010521-LTS-3 and affirming the City Manager's determination that the City's public bidding requirement for the playground equipment has been satisfied by another government agency's competitive bid procedure and the City's price is equal to the price negotiated by that government agency for purchasing playground equipment.

9. SUBJECT: Agreement with Woodland Mid-Management Professional Association (MMPA)

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, implementing a two (2) year agreement (July 1, 2022 to June 30, 2024) with the Woodland Mid-Management Professional Association (MMPA).

10. SUBJECT: Agreement with Woodland Police Officer's Association (WPOA)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Officer's Association (WPOA) as described herein.

11. SUBJECT: Agreement with Woodland Police Supervisor's Association (WPSA)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Supervisor's Association (WPSA) as described herein.

12. SUBJECT: Contract with Golden State Emergency Vehicle Service, Inc. for Fire Apparatus Maintenance and Repair Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the service agreement with Golden State Emergency Vehicle Service, Inc., with a total not to exceed the amount of $164,000 for the ongoing maintenance and repairs of fire apparatus.

G. PUBLIC HEARINGS

13. SUBJECT: PUBLIC HEARING - Streng Pond Landscape Maintenance District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

14. SUBJECT: PUBLIC HEARING - Spring Lake Lighting & Landscaping District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2021/2022 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

15. SUBJECT: PUBLIC HEARING - Gibson Ranch Lighting & Landscaping District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

16. SUBJECT: PUBLIC HEARING - North Park Lighting and Landscaping District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2021/2022 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

17. SUBJECT: PUBLIC HEARING - West Wood Lighting and Landscaping District

    RECOMMENDTION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

18. SUBJECT: PUBLIC HEARING - Gateway Landscaping & Lighting District

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

19. SUBJECT: PUBLIC HEARING - Spring Lake Ruby Estates

    RECOMMENDATION FOR ACTION: Open and Continue Public Hearing to July 19, 2022

H. REPORTS OF THE CITY MANAGER

20. SUBJECT: Appointment of members to various Boards and Commissions and direction to staff regarding the Historical Preservation Commission

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint members to the various Boards and Commissions and give direction to staff to abolish the Historical Preservation Commission and responsibilities be assumed by the Planning Commission.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority of the City of Woodland scheduled for Tuesday, July 5, 2022 was posted on Wednesday, June 29, 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: July 5, 2022
ITEM #: D.1
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: July 5, 2022
ITEM #: E.2
SUBJECT: Long Range Calendar

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

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

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

Ken Hiatt
City Manager

Attachments:
1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

July 19TH **REGULAR MEETING**

Consent Calendar

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
Final Acceptance and Notice of Completion for 2021 Road Maintenance Project CIP #20-02
Award Construction Contract for the 2022 Road Maintenance Project, CIP #22-06
Approve Federal Cost Sharing Agreement and appropriate funding for LCCFRR Project, CIP #22-16
Climate-Safe CA campaign resolution (tent.)

Public Hearings

Waste Management Delinquent Garbage/Refuse Accounts
1st Reading - Ruby Estates SL R-15 PD & DA

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

August 16TH **REGULAR MEETING**

City Council Meeting Minutes of July 5, 2022 and July 19, 2022
Annexations – Westucky, Barnard Court, & North East Street Industrial
Tax Exchange Agreements with Yolo County – Pending Annexations
Designate Voting Delegates – League of CA Cities
Woodland Research Technology Park – Final EIR & Specific Plan
2nd Reading - Ruby Estates SL R-15 PD & DA

September 6TH **REGULAR MEETING**

City Council Meeting Minutes of August 16, 2022
Update Conflict of Interest Code

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: July 5, 2022
ITEM #: F.3
SUBJECT: City Council Meeting Minutes of June 7, 2022 and June 21, 2022

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of June 7, 2022 and June 21, 2022.

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

Ken Hiatt
City Manager

Attachments:
1. 06.07.2022 CC DRAFT Mins
2. 06.21.2022 CC DRAFT Mins

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, June 7, 2022

6:00 PM

<u>City Council</u>

CITY COUNCIL

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

A. CALL TO ORDER

Meeting called to order at 6:07 PM.

B. ROLL CALL

All Council Members present.
Present: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Lansburgh.

D. COMMUNICATIONS - PUBLIC COMMENT

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

Armando Fernandez spoke regarding Thomas Street.

1. 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.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

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

F. CONSENT CALENDAR

3. SUBJECT: Pride Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation declaring the month of June 2021 as "Pride Month".

Adopted a proclamation declaring the month of June 2021 as "Pride Month".

4. SUBJECT: City Council Meeting Minutes of May 10, 2022 and May 17, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Special City Council Meeting of May 10, 2022 and the Joint Regular City Council/Woodland Finance Authority Meeting of May 17, 2022.

Adopted the minutes of the Special City Council Meeting of May 10, 2022 and the Joint Regular City Council/Woodland Finance Authority Meeting of May 17, 2022.

5. SUBJECT: Second Reading and Adoption of an Ordinance Abolishing the Board of Building Appeals

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1687, An Ordinance of the City Council of the City of Woodland to Repeal Section 2.28.010 of the Woodland Municipal Code to Abolish the Board of Building Appeals.

Adopted Ordinance No. 1687, An Ordinance of the City Council of the City of Woodland to Repeal Section 2.28.010 of the Woodland Municipal Code to Abolish the Board of Building Appeals.

6. SUBJECT: Second Reading and Adoption of Military Equipment Use Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1688, An Ordinance of the City Council of the City of Woodland Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481.

Adopted Ordinance No. 1688, An Ordinance of the City Council of the City of Woodland Adopting a Military Equipment Use Policy Pursuant to Assembly Bill 481.

7. SUBJECT: Second Reading and Adoption of Retail Commercial Cannabis Ordinance Amendments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 1685, approving amendments to Chapter 17.110, and Ordinance 1686, approving amendments to Chapter 5.28, of the City of Woodland Municipal code related to commercial cannabis retail use.

Adopted Ordinance No. 1685, approving amendments to Chapter 17.110, and Ordinance No. 1686, approving amendments to Chapter 5.28, of the City of Woodland Municipal code related to commercial cannabis retail use.

Mayor Pro Tem Fernandez voted No on this item and Council Member Stallard abstained.

AYES: Members Garcia-Cadena, Lansburgh and Mayor Vega

NOES: Mayor Pro Tem Fernandez
ABSTAIN: Member Stallard

8. SUBJECT: Second Reading and Adoption of Ordinance Rescinding Urgency Ordinance No. 1664 "Temporary Outdoor Use Permit" and Adopt Citywide Parklet Program

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1689, An Ordinance of the City Council of the City of Woodland Rescrinding Urgency Ordinance No. 1664, which Authorized the Community Development Director to Grant Emergency Temporary Outdoor Use Permits during the Covid-19 Emergency.

Adopted Ordinance No. 1689, An Ordinance of the City Council of the City of Woodland Rescrinding Urgency Ordinance No. 1664, which Authorized the Community Development Director to Grant Emergency Temporary Outdoor Use Permits during the Covid-19 Emergency.

Council Member Stallard recused himself from this item.

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

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.

Adopted RESOLUTION NO. 7908, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND Spring Lake Landscaping and Lighting District, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972; RESOLUTION NO. 7909, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023; RESOLUTION NO. 7910, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972; RESOLUTION NO. 7911, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972; RESOLUTION NO. 7912, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S

REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023; RESOLUTION NO. 7913, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON THE MATTER OF ASSESSMENTS AND ORDER THE LEVY OF ASSESSMENTS FOR THE CITY OF WOODLAND GATEWAY LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972; RESOLUTION NO. 7914, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023; RESOLUTION NO. 7915, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023; RESOLUTION NO. 7916, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2022/2023; RESOLUTION NO. 7917, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2022/2023; RESOLUTION NO. 7918, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2022/2023; RESOLUTION NO. 7919, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2022/2023; RESOLUTION NO. 7920, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023; and RESOLUTION NO. 7921, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2022/2023.

10. SUBJECT: AgTech Innovation Alliance Grant Agreement

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a budget appropriation of $100,000 from Measure F (507) and authorizing the Community Development Director to enter into a Grant Agreement with AgTech Innocation Alliance for the phase two expansion of The Lab@AgStart, a food and ag technology wet-lab incubator facility in Woodland.

Adopted RESOLUTION NO. 7922, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING BUDGET APPROPRIATION OF $100,000 AND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO ENTER INTO A GRANT AGREEMENT WITH AGTECH INNOVATION ALLIANCE FOR THE EXPANSION OF THE LAB@AGSTART FOOD AND AG TECHNOLOGY WET-LAB INCUBATOR FACILITY IN WOODLAND.

11. SUBJECT: 2019 Homeland Security Grant Program Urban Area Security Initiative Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate $33,500 to the Other Federal Grants Fund (330) for the purchase of the awarded equipment.

Adopted RESOLUTION NO. 7923, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE APPROPRIATION OF $33,500 TO THE OTHER FEDERAL GRANTS FUND (330) FOR THE PURCHASE OF PERSONAL THERMAL IMAGING CAMERAS AS AWARDED UNDER THE 2019 HOMELAND SECURITY GRANT PROGRAM- UBRAN AREA SECURITY INITIATIVE.

12. SUBJECT: East Main Street Improvement Project, CIP 13-05; Contract Amendments

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

1. Approving a construction contract contingency increase up to 15%($826,585) with the McGuire and Hester construction contract and authorize the City Manager to execute the construction contract change orders; and
2. Approving a consultant services amendment for design with Mark Thomas and Company, in the amount of $53,454 for a total agreement amount of $561,625.02 and authorize the City Manager to execute the amendment; and
3. Approving a consultant services amendment for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of $300,000 for a total agreement amount of $839,298 and authorize the City Manager to execute the amendment.

Adopted RESOLUTION NO. 7924, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, APPROVING CONSULTANT AMENDMENTS AND INCREASING THE CONSTRUCTION CONTINGENCY FOR THE E. MAIN STREET IMPROVEMENT PROJECT, CIP 13-05.

13. SUBJECT: Approval of Plans and Specifications and Authorization of Bid Advertisement for Fifth and Clover Streets Sewer Rehabilitation Project, CIP 08-21

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the plans and specifications and authorize bid advertisement for the Fifth and Clover Streets Sewer Rehabilitation Project, CIP 08-21.

Adopted RESOLUTION NO. 7925, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE BID ADVERTISEMENT FOR THE FIFTH AND CLOVER STREETS SEWER REHABILITATION PROJECT, CIP #08-21.

14. SUBJECT: Award Construction Contract for Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ______, 1.) Approving a construction contract for the

Matmor Road and E. Gum Avenue Rehabilitation Project, CIP 19-05; awarding the construction contract in the amount of $5,191,118.00 to O.C. Jones & Sons, Inc. for the base bid only; authorizing a contract contingency up to 20% ($1,038,223.60); and authorizing the City Manager to execute the construction contract and change orders; and 2.) Approving a consultant services agreement for construction management and inspection services with Unico Engineering, Inc. in the amount of $762,412.60; authorizing a contract contingency up to 20% ($152,482.52); and authorizing the City Manager to execute the agreement and amendments.

Adopted RESOLUTION NO. 7926, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE MATMOR ROAD AND E. GUM AVENUE REHABILITATION PROJECT, CIP 19-05.

15. SUBJECT: List of Projects for FY 22/23 Funded by SB1 RMRA

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, adopting a list of projects for FY 22/23 funded by SB1 Road Maintenance and Rehabilitation Account (RMRA) funds.

Adopted RESOLUTION NO. 7927, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ADOPT A LIST OF PROJECTS FOR FY 22/23 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

16. SUBJECT: Final Acceptance and Notice of Completion for the 2021 Sewer and Water Repair and Replacement Project, CIP 20-14

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the construction contract for the 2021 Sewer and Water Repair and Replacement Project, CIP 20-14, with Wahlund Construction, Inc., as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted RESOLUTION NO. 7928, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE 2021 SEWER AND WATER REPAIR AND REPLACEMENT PROJECT, CIP 20-14, CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

17. SUBJECT: Public Improvement Loan Agreement - Courtyard by Marriott and Hilton Home2 Suites

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a General Fund (101) appropriation of $500,000 and authorizing the City Manager to enter into a Public Improvement Loan Agreement with Woodland Partners I, LLC.

Adopted RESOLUTION NO. 7929, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A GENERAL FUND (101) APPROPRIATION OF $500,000 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOAN AGREEMENT WITH WOODLAND PARTNERS I LLC FOR PUBLIC OFF-SITE IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT OF THE COURTYARD BY MARRIOTT AND HILTON HOME2 SUITES HOTELS IN WOODLAND.

18. SUBJECT: Purchase of Magnesium Hydroxide with Hill Brothers Chemical Company

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, which authorizes the City Manager to purchase magnesium hydroxide under contract #000804 with Hill Brothers Chemical Company for a total of $246,000 in FY22 and $254,000 in FY23.

Adopted RESOLUTION NO. 7930, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND GRANTING THE CITY MANAGER AUTHORITY TO PURCHASE MAGNESIUM HYDROXIDE USING CONTRACT #00804 WITH HILL BROTHERS CHEMICAL COMPANY, IN AN AMOUNT OF $246,000.00 FOR FY22 AND FOR $254,000 FOR FY23.

19. SUBJECT: Waste Management Delinquent Garbage/Refuse Accounts - Call for Public Hearing

RECOMMENDATION FOR ACTION: Staff recommends that the City Council set a Public Hearing for July 19, 2022 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

City Council set a Public Hearing for July 19, 2022 to hear and approve the list of Delinquent Refuse Accounts and direct the Tax Collector of Yolo County to assess liens against real property to collect delinquent payments.

On a motion by Council Member Lansburgh, seconded by Council Member Garcia-Cadena and carried on a 5-0 vote Council Members approved Consent Calender Items No. 3 through 6 and 9 through 19. Item No. 20 was pulled from Consent for discussion.

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

20. SUBJECT: Fastpitch Field Naming for Proposed Girl's Fastpitch Complex

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the name "Knaggs Family Field" for a fastpitch field at the proposed Dowling Fastpitch Complex.

This item was pulled from the Consent Calendar for discussion.

On a motion by Council Member Stallard, seconded by Mayor Vega and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7931, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO NAME FUTURE FASTPITCH FIELD.

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

G. PUBLIC HEARINGS

21. SUBJECT: Public Hearing and Adoption of Amendment #1 to the Fiscal Year 2021/22 Community Development Block Grant Action Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the following actions:
1. Hold a public hearing to receive community input on the proposed amendment to the City’s Fiscal Year 2021/22 Community Development Block

Grant Action Plan;
2. Adopt Resolution No. _____, approving Amendment #1 to the City's CDBG FY 2021/22 Action Plan to appropriate additional CDBG funds of $51,000 for the City of Woodland Library ADA Restrooms Upgrade project;
3. Direct staff to complete the necessary paperwork to process Amendment #1, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating any public input received during the public comment period and tonight's public hearing;
4. Direct staff to forward the completed Amendment #1 and related documents to HUD;
5. Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out Amendment #1; and
6. Authorize the Finance Officer to make the budget allocation as specified.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 7932, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2021/22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN.

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

H. REPORTS OF THE CITY MANAGER

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

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

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried on a 4-1 vote, Council Members adopted RESOLUTION NO. 7933, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AFFIRMING THE HEARING OFFICER'S DECISION AND UPHOLDING THE MARCH 2, 2022 NOTICE TO ABATE NUISANCE IN ITS ENTIRETY.

AYES: Members Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: Mayor Pro Tem Fernandez

23. SUBJECT: Public Meeting to Establish the Woodland Tourism Business Improvement District

RECOMMENDATION FOR ACTION: Staff recommends that the City Council hold a public meeting to receive public testimony on the formation of the Woodland Tourism and Business and Improvement District (WTBID).

Held a public meeting to receive public testimony on the formation of the Woodland Tourism and Business and Improvement District (WTBID).

24. SUBJECT: Development Impact Fee Deferral Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council waive first reading and adopt, by title only, an Ordinance amending 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.

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried on a 5-0 vote, Council Members waived first reading and read by title only, an Ordinance amending 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.

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

25. SUBJECT: Presentation of the FY2022/23 Proposed Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the proposed budget for FY2022/23.

Received a presentation by Finance Officer Evis Morales on the proposed budget for FY2022/23.

26. SUBJECT: Placement of a Measure on the November 8, 2022 Municipal Election Ballot regarding City Council Salary

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Calling for the Placement of a 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.

Council Members took a 3-minute break prior to Item No. 26.

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 7934, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND calling FOR THE PLACEMENT OF A 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.

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

27. SUBJECT: Placement of Measure on the November 8, 2022 Municipal Election Ballot regarding Cannabis Tax

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, calling for the placement of 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.

On a motion by Council Member Stallard, seconded by Mayor Vega and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 7935, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND CALLING FOR THE PLACEMENT OF 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.

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

I. ADJOURN

Meeting adjourned at 9:01 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, June 21, 2022

6:00 PM

City Council

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

Meeting called to order at 6:00 PM.

D. ROLL CALL

All Council Members present.

Present: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Garcia-Cadena.

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.

Verbal updates provided by Council Members/Staff.

3. SUBJECT: Long Range Calendar

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

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.

Received 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.

No action was taken. Item was moved to the July 5, 2022 Council meeting.

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.

Adopted RESOLUTION NO. 7936, 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.

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.

Conducted 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.

Adopted RESOLUTION NO. 7937, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE ESTABLISHMENT OF 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 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/

Adopted RESOLUTION NO. 7938, 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.

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.

Adopted RESOLUTION NO. 7939, 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.

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.

Adopted RESOLUTION NO. 7940, 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.

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.

Adopted RESOLUTION NO. 7941, 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.

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.

Adopted RESOLUTION NO. 7942, 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.

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.

Adopted RESOLUTION NO. 7943, 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.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Fernandez and carried unanimously on a 5-0 vote, Council Members approved Consent Calendar Items No. 6 through 16, minus Item No. 7 which was moved to the July 5, 2022 Council meeting.

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

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.

Received a presentation, from the Goldman Schook, UC Berkeley Public Policy Graduate students, summarizing a recent diversity, equity, and inclusion assessment of the City's organization profile, policies, procedures, and practices; and provided direction to staff regarding recommendations and next steps to advance the City toward greater inclusion and equity.

On a motion by Mayor Vega, seconded by Council Member Stallard and carried unanimously on a 5-0 vote, Council Members appointed Mayor Vega and Mayor Pro Tem Fernandez to a Council Sub-committee to work on an Equity Action Program for the City of Woodland.

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

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.

Received a presentation on the Climate-Safe California campaign and consideration on endorsing the campaign, and an update on the upcoming Environmental Sustainability Community Input Meeting on July 9, 2022.

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.

On a motion by Council Member Lansburgh, seconded by Council Member Garcia-Cadena and carried on a 5-0 vote, Council Members introduced and waived first reading of an Ordinance establishing the Woodland Tourism and Business and Improvement District (WTBID); and appointed the Woodland Hoteliers Group as the Woodland TBID advisory board.

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

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

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried on a 5-0 vote, Council members introduced and waived 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

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

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.

On a motion by Council Member Stallard, seconded by Mayor Vega and carried on a 5-0 vote, Council Members adopted RESOLUTION NO: 7944, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE FISCAL YEAR 2022-2023

ANNUAL BUDGET.

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

L. ADJOURN

Meeting adjourned at 08:05 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: F.4
SUBJECT: Sustainability Advisory Committee Meeting Minutes for April 2022

Recommendation for Action: Staff recommends that the City Council receive minutes for the April 27, 2022 meeting of the Sustainability Advisory Committee.

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

Discussion:
This staff report transmits minutes for the April 27, 2022 meeting. Items of note in these minutes include:

- *Item 7: Climate Safe CA Campaign Policy Tool Review*
  The policy workgroup used the policy rubric tool to review the campaign and determine that each of the campaign elements align with the Climate Action Plan, does not commit the City to any concrete action, and are aspirational requests of the State. The workgroup will design a slideshow with these findings to present to the Council at an upcoming meeting.

- *Item 8: VCE UltraGreen Option for City*
  The committee voted in favor of dedicating a workgroup to evaluate the feasibility of opting into the UltraGreen option through Valley Clean Energy, which would provide 100% renewable and carbon-free energy to City facilities at an additional charge. The workgroup will analyze the costs, implications, and its impact on the Climate Action Plan goals and bring back a report to review in the coming months.

- *Item 10: Town Hall Update*
  The SAC will be hosting the Environmental Sustainability Community Input Meeting on July 9 in the Leake Room of the Woodland Public Library. The English session will be from 1 to 3 pm and a Spanish session from 3:30 to 5:30 pm. Attendees are encouraged to register through Eventbrite. Registered attendees will have a chance to win a sustainability starter kit. Details on the event can be found on the City's news page: https://www.cityofwoodland.org/CivicAlerts.aspx?AID=692.

Conclusion:
Staff recommends that the City Council receive minutes for the April 27, 2022 meeting of the Sustainability Advisory Committee.

Prepared by: Rosie Ledesma, Environmental Resource Analyst

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

Ken Hiatt
City Manager

Attachments:
1. 2022 04-27 Minutes - Woodland Sustainability Advisory Committee

City of Woodland

SUSTAINABILITY ADVISORY COMMITTEE
MEETING MINUTES - April 27, 2022

1. **Call to order**
   Meeting called to order at 6:02 p.m.

2. **Roll call**
   Present: Mark Aulman, Liza Grandia, Allison Martin, Catalina Munoz, Sara Schremmer, Robert Ullrey, Raul Tadle
   Absent: Rolf Frankenbach, Adelita Serena
   Staff Present: Rosie Ledesma, Sayetsi Sanchez, Emily Jackson
   Guests Present: Robin Datel

3. **Public comment**
   There was no public comment.

4. **Member reports (Information Item)**
   Martin: Shared with the committee that during her work with the City of Roseville, she learned that they manage all their utilities and have the opportunity to harness natural gas from their waste water digesters to power their trash fleet. She found it to be an interesting example of sustainability movement. Allison also shared that the Yolo County Landfill have announced that they are now accepting textiles for reuse and recycling.

   Aulman: Continues making progress on the heat island survey with Rolf. Mark discussed how the Woodland Tree Foundation had a grant a few years ago to collect tree planting and greenhouse gas data. They will review that information and will continue their ground survey around Woodland. Mark also mentioned that there will be a section of the tree from Casa Linda Dr. being used to create a display with labeled tree rings. Each labeled ring will have information that is relevant to a climate event in Yolo County. The tree ring will be displayed at the Woodland Community & Senior Center.

   Grandia: Commented on virtual meetings being discontinued and the committee returning to in-person meetings. Liza made a request to change the meetings to fragrance-free if the meetings will continue to be in person. Rosie commented that she has spoken to janitorial staff regarding using hazardous cleaning materials and the contract is currently being reviewed. There will also be a meeting scheduled to look further into this issue. Liza has requested to be part of that meeting and offered to pass a list of potential products that are being considered to the UC Toxicology program for review.

The committee inquired on the possibility of a hybrid meeting. Hybrid meetings are only available at City Hall in the Council Chambers and IT staff time would be required to assist with technology. Committee discussed the benefits of virtual/hybrid meeting and the possibility of moving the meeting to 4pm-6pm should also be considered as well. At this time, hybrid meetings are not an option, however Rosie will speak to the City Attorney regarding virtual meetings.

Committee requested information regarding meeting with Council and creating a recurring schedule to meet. Rosie will follow-up on this matter. Catalina suggested to meet after the Town Hall event so they can have feedback to provide to Council. This item will be further discussed in the next meeting.

5. Staff reports (Information Item)

Emily Jackson, the new Conservation Coordinator introduced herself to the committee. She was previously the intern for solid waste and recycling. She will be handling C&D ordinance, assisting Rosie with SB 1383 and social media such as the waste wizard tool.

Sayetsi provided information regarding the current drought. Governor issued an Executive Order in March 2022 requiring urban water suppliers to implement at least Stage 2, water warning – 20% reduction in water use:

- Reduce water use by 20% from normal demand
- Prohibit hosing of hardscape surfaces except for health/safety purposes
- Water hoses shall be equipped with control nozzle that can shut off flow
- Restrict outdoor watering to 3 days per week
- Restaurants shall serve water only upon request

City staff will be going to Council on May 10 to implement Stage 2 of the Water Shortage Contingency Plan.

Rosie provided an update regarding the Electrify Yolo Project. The grant provided $150,000 for infrastructure EV charging stations in Woodland. Behind Hotel Woodland, 4-6 charging stations will be placed. The grant only requires 2 charging stations, however because we are doing it in-house we can provide more units.

Rosie also spoke on CalRecycle and the grant that was awarded to Woodland. This grant will help mitigate issues and create a barrier between the regional park and the landfill.

CalRecycle also awarded Woodland another $87,000 grant for SB 1383 implementation.

Liza suggested to reach out to AmeriCorps as they have a program where they are placing paid interns to help with educational programs. Applications are still being accepted. Recommended the City to coordinate with Sacramento Climate Fellow Corp.

6. Approve March 16, 2022 meeting minutes (Action Item – 2 minutes)

On a motion by Sara Schremmer, seconded by Robert Ulrey and carried on a 6-0 vote, with one abstain and two absences, committee members approved March's meeting minutes.

Ayes: Aulman, Martin, Munoz, Schremmer, Tadle and Ullrey

Noes: None

Abstain: Grandia

Absent: Frankenbach and Serena

7. Climate-Safe CA Campaign Update (Information Item/Action Item)
Sara updated the committee that the policy group has reviewed each line item of the Climate-Safe CA Campaign. They compared it to our Climate Action Plan and reviewed how each item falls under our goals. They also found that the campaign does not commit the City to any concrete action items. The campaign is meant to me inspirational, and as a call to the State. No concerns were found by the work group. The committee agrees to move forward and create a presentation to potentially go to Council on May 17.

Community member, Robin Datel from the Unitarian Church of Davis, added that the campaign has presentation slides already created and examples of resolutions if needed. Robin requested to be notified when this will be going council as she has interested parties that would like to stay informed.

8. VCE UltraGreen Option for City (Information/Action Item)
The committee discussed the possibility of having city facility accounts placed on the VCE UltraGreen option. After further discussion, the committee agreed that further analysis should be done, estimates for potential savings should be reviewed and a comparison of other opportunities should be done.

On a motion by Sara Schremmer, seconded by Liza Grandia and carried on a 7-0 vote, with two absences, committee members approved to create an Ad Hoc group to conduct an analysis into the VCE UltraGreen option for the City.

Ayes: Aulman, Grandia, Martin, Munoz, Schremmer, Tadle and Ullrey

Noes: None

Abstain: None

Absent: Frankenbach and Serena

Allison mentioned that she saw a post on Next Door from last year, were people would opt out from the service because of bill increases. Further education is needed in order to change public perception.

Allison and Raul have agreed to be part of that Ad Hoc groups that will review the ultra-green option and report back to the committee

9. Honey Festival (Information Item)

Rosie presented the tabling schedule for the Honey Festival. Committee members that have agreed to help table can promote the town hall event, assist Environmental Services to get sign-ups for the newsletter and assist answering questions, when possible.

10. Town Hall Update (Information Item)

Allison shared a flyer draft with the committee. Sara will be moderator for the event. A registration page has been created on Eventbrite which mentions the event being fragrance-free. The event is scheduled to be on Saturday, July 9 at the Leake Center in the Woodland Public Library. An English version will be from 1pm-3pm and a Spanish version will be from 3:30pm-5:30pm. Snacks will be provided as well as a potential giveaway prize.

11. Work Group Updates (Information Item)

Raul met with Reece and are meeting quarterly to draft a plan to convert City fleets to electric over time. Raul will also assist in finding and applying for grants to assist with this change.

12. Discuss long-range calendar (Information/Action Item)

Rosie provided an update from the Parks Department regarding the tree ordinance. The ordinance will go to council in the fall and the committee will receive a presentation in mid-summer. The Parks Department is currently working with the tree foundation for tree removal requests.

The American Rescue Plan (ARP) funding has not been divided or allocated yet. Mark provided suggestions to help build a plan that the funds could be used on.

The committee shared that they are still interested in having a tour at the carpet recycling facility and the regional park.

13. Adjourn

Meeting adjourned at 8:05pm.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	July 5, 2022
ITEM #:	F.5
SUBJECT:	Special Assessment Tax Roll Collections

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts described herein.

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

Fiscal Impact:
City assessments that will be collected through County property tax rolls for the special districts described herein total $9,423,887, which have been included in the fiscal year 2022/23 budget.

Background:
In conjunction with the annual collection of property taxes, Yolo County collects special assessment taxes on behalf of the City of Woodland. These special assessments include the following:

Lighting and Landscape Districts (Spring Lake, Gateway, Gibson Ranch, North Park, Streng Pond and West Wood);

Assessment Districts (Fire Suppression);

Community Facility Districts (Spring Lake Maintenance, Gibson Ranch CFD No. 1, and Spring Lake CFD 2004-1);

Waste Management Liens

Weed Abatement Liens

The intent of the attached resolution is to specify the respective responsibility of the County and the City regarding the collection of special taxes, fees and assessments as required by Proposition 218. All of the conditions expressed in the resolution, including compliance with Proposition 218 and collection of the annual assessments, have been in existence throughout the life of each of the assessments discussed herein. Annual approval of the resolution is required by the County to ensure these practices are documented in a specific and formal manner.

Discussion:
For the 2022-2023 tax levies, consistent with past practice, Yolo County is requiring a resolution to be passed authorizing the collection of the special assessments by Yolo County and also releasing Yolo County from any liability which may arise regarding the collection of the special assessments. The six parts of the resolutions are summarized as follows:

- The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls the related special assessment(s) detailed in each of the resolutions.
- The City acknowledges that all special assessments comply with all requirements of state law, including Proposition 218.

- The City releases and discharges the County from any potential liability or expenditures arising from the collection of any special assessments authorized by the City.
- In the event of a judgment against the City arising from the collection of the special assessment(s), the County may offset the amount of the judgment from any monies collected by the County on behalf of the City, including property taxes.
- The City will agree to cooperate with the County in answering questions related to special assessments and the City will not refer inquirers to County staff for response.
- The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs related to the collection of the special assessments as provided by Government Code sections 29304 and 51800. The County is charging an annual $1 levy fee per parcel for all special assessments. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts described herein.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:
1. RESOLUTION - Special Assessment Collections

RESOLUTION NO: _________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the City of Woodland requests the County of Yolo collect on the County tax rolls certain charges which have been imposed pursuant to section 50078 of The Government Code of the State of California by the City for the following District:

Fire Suppression Assessment District

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to section 22645 and 22646 of The Streets and Highways Code of the State of California by the City for the following Districts:

Spring Lake Landscaping and Lighting District
Gateway Landscaping and Lighting District
Gibson Ranch Landscaping and Lighting District
North Park Landscaping and Lighting District
Streng Pond Landscape Maintenance District
West Wood Unit No. 1 Landscaping and Lighting District

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to Chapter 2.5, Part 1, Division 2, Title 5 (commencing with Section 53311) of the California Government Code by the City for the following Districts:

City of Woodland Community Facilities District No. 1 (Gibson Ranch)
City of Woodland Community Facilities District No. 2004-1 (Spring Lake)

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to section 53340 of Government Code of the State of California by the City for the following District:

Spring Lake Maintenance Community Facilities District

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to section 13.04.130 of the City Municipal Code by the City for the following:

Waste Management Liens

WHEREAS, the City requests the County collect on the County tax rolls certain charges which have been imposed pursuant to section 9.44.130 of the City Municipal Code by the City for the following:

Weed Abatement Liens

RESOLUTION NO: ________________

WHEREAS, the County has required as a condition of the collection of said charges that the District/City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

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

1. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, attached hereto.

2. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of City,

4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.

5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.

6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800. The County is charging an annual $1 levy fee per parcel for all special assessments. Any increase to these levy fees charged by the County would have to be approved by the City and adopted in a separate resolution.

RESOLUTION NO: ________________

PASSED AND ADOPTED by the City Council this 5th day of July, 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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: F.6
SUBJECT: Adoption of Single-Use Foodware and Condiments Ordinance

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1692 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:
This ordinance was introduced at the June 21, 2022 Council meeting. This is the second reading and adoption of the ordinance.

Conclusion:
Staff recommends that the City Council adopt Ordinance No. 1692 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. 1692

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 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

65266.00008\40116617.2

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.
CITY OF WOODLAND)

I, ANA GONZALEZ, City Clerk of the City of Woodland, California, do hereby certify that the foregoing Ordinance No. _____ was introduced on __________________, 2022, and adopted at a regular meeting of the City Council of the City of Woodland, California, held on the _____ day of __________________, 2022, by the following roll-call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Ana Gonzalez, City Clerk

(SEAL)

65266.00008\40116617.2

EXHIBIT A

Chapter 9.68 – Single-Use Foodware Accessories and Condiments

9.68.010 Title
9.68.020 Purpose and Applicability
9.68.030 Definitions
9.68.040 Requirements
9.68.050 Exemptions
9.68.060 Enforcement and Penalties

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:	July 5, 2022
ITEM #:	F.7
SUBJECT:	Adoption of Ordinance Establishing the Woodland Tourism Business Improvement District

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1691, 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.

Background:
At the June 21, 2022 Council meeting, the City Council voted to introduce and waive the first reading of Ordinance No. 1691.

Should the Council choose to waive the second reading and adopt Ordinance No. 1691 at tonight's meeting, the Ordinance would be effective August 4, 2022, thirty days from the second reading.

Prepared by: Ana B. Gonzalez, City Clerk

Ken Hiatt
City Manager

Attachments:
1. Ord_1691 Establishing the Woodland TBID

ORDINANCE NO. 1691

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. Funds. 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. Use of Revenues. 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 5th day of July, 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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: F.8
SUBJECT: Campbell Park Play Structure Replacement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with PlayPower, Inc. in the amount not to exceed $375,000 through a cooperative purchasing agreement with Sourcewell Contract #010521-LTS-3 and affirming the City Manager's determination that the City's public bidding requirement for the playground equipment has been satisfied by another government agency's competitive bid procedure and the City's price is equal to the price negotiated by that government agency for purchasing playground equipment.

Staff Contact:
Jenna Moncrief, Management Analyst, (530) 661-2023, jenna.moncrief@cityofwoodland.org

Fiscal Impact:
Funding for the proposed project would come from Measure F funds, Parks Projects reserves. At the June 21, 2022 City Council Meeting, the City Council adopted the Fiscal Year 2022-2023 annual budget, which included funds for replacement of the Campbell Park Play Structure.

Background:
On June 21, 2022, the City Council adopted the Fiscal Year 2022-2023 annual budget, including the Measure F spending plan, which included a proposed funding recommendation for the Campbell Park Play Structure. Measure F spending plans include an allocation each year to assist with debt service payments on bonds issued to build the Community & Senior Center. To the extent that impact fee revenues collected from new development exceed expectations, any amounts not needed to cover debt service are reserved for parks projects and available for reallocation. Money earmarked for debt service but not needed in the past few fiscal years has been redirected to provide funding for maintenance and improvement at existing park and recreation facilities throughout the City of Woodland.

Projects completed in the recent past include:

Project	Funding Source
Beamer Park Tennis Courts resurfacing	Measure E
Beamer Park Play Structure Replacement	Measure E
Beamer Park Restroom Replacement	Measure F
Brooks Pool Resurfacing and Improvements	Measure E
Brooks Pool Bleacher Evaluation	Measure E
Brooks Pool ADA Restroom Improvements	Measure E
Campbell Park Restroom Replacement Project	Housing Related Parks Grant
Campbell Park Basketball Court Resurfacing	Housing Related Parks Grant
Campbell Park Exercise Station Replacement	Measure E
City Park Play Structure Replacement Project	Housing Related Parks Grant
City Park Restroom Replacement Project	Housing Related Parks Grant
City Park Tennis Court Resurfacing	Housing Related Parks Grant
City Park Softball Field Improvements	Housing Related Parks Grant
Clark Field Backstop Replacement	Measure E
Crawford Park Play Structure Replacement Project	Measure E

Crawford Park New Play Equipment Installation	John & Eunice Davidson Fund
Crawford Park Lighting Improvements	Measure E
Everman Park Basketball Court Resurfacing	Housing Related Parks Grant
Everman Park Restroom Replacement Project	Housing Related Parks Grant
Everman Park Tot Lot Play Structure Replacement	Housing Related Parks Grant
Everman Park Youth Play Structure Replacement	Prop 68 General Per Capita Grant
Ferns Park Exercise Station and New Play Feature Installation	John & Eunice Davidson Fund
Ferns Park Restroom Replacement	Measure F
Harris Field Restroom and Bleacher Replacement	Measure F
Harris Park Play Structure Replacement Project	Housing Related Parks Grant
Pioneer Park Play Structure Replacement Project	Measure E
Slaven Park Water Feature Improvements	Measure E
Traynham Park Play Structure Replacement	Prop 68 General Per Capita Grant
Tredway Park Play Structure Replacement Project	Measure E
Woodland Sports Park Turf Replacement	Measure E, Measure F, other
Woodside Park Walking Path Improvements	John & Eunice Davidson Fund
Woodside Park Exercise Station and New Play Feature Installation	John & Eunice Davidson Fund

Discussion:

The current structures at Campbell Park are over 20 years old and exhibit several potential health and safety risks, as well as not being up to current ADA and American Society for Testing Materials (ASTM) standards. As part of this project, staff plan to relocate the toddler play structure to the existing empty sand lot that is directly adjacent to the youth play structure. This will allow for caregivers with children in both age groups to be able to watch the children on both play structures more easily. In order to replace both structures with structures of similar size and attraction, and to make the necessary adjustments for relocating the toddler play structure, Staff estimates that the total cost of the project will be approximately $375,000.

Staff proposes to utilize a cooperative purchasing agreement with Sourcewell (Contract #010521-LTS-3) and work with one vendor (PlayPower, Inc.) to install both play structures for a contract total not-to-exceed $375,000. Using play structures manufactured by one vendor allows Staff to keep a stock of parts on hand to make immediate repairs rather than taking a playground out of service due to parts having to be ordered. The previous eight play structures that were replaced at City Park, Crawford Park, Everman, Harris Park, Traynham, Tredway Park, Beamer Park, and Pioneer Park were purchased from PlayPower, Inc. Park Staff have a playground repair kit with supplies that allow for quick fixes to minor issues that may arise. The Department has determined that the cooperative purchasing agreement satisfies the requirements of the City's Purchasing Ordinance (Municipal Code section 3.32.140c). Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. In November 2020, Sourcewell issued a request for proposals for "recreation and playground and water play equipment with related accessories and services." Proposals were rated/scored for conformance to RFP Requirements; pricing (400 of the 1000 points); financial viability and marketplace success; bidder's ability to sell and deliver services nationally; bidders marketing plan; value added attributes; warranty coverages and information; and depth and variety of equipment, products, or services. Twenty-five vendors submitted proposals, of which six vendors were awarded contracts. PlayPower, Inc. was ranked number one out of the selected vendors. PlayPower, Inc.'s contract with Sourcewell is valid from February 17, 2021 through February 17, 2025. After council action on this item, staff will work with the City Attorney on a contract to be executed by the City Manager.

It is anticipated that public outreach for the play structure replacement project will occur in Fall 2022. A press release and direct mailing to households adjacent to the park would be done to notify residents of a public meeting. During the public meeting, residents would be presented with several play structure design options so that they can "vote" for their favorite design. Results of the voting would be used when considering which play structure would be installed. Staff is aiming to install both play structures in Spring 2023. However, it should be noted that schedules could shift depending on the timing of play structure availability.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with PlayPower, Inc. in the amount not to exceed $375,000 through a cooperative purchasing agreement with Sourcewell Contract #010521-LTS-3 and affirming the City Manager's determination that the City's public bidding requirement for the playground equipment has been satisfied by another government agency's competitive bid procedure and the City's price is equal to the price negotiated by that government agency for purchasing playground equipment.

Prepared by: Jenna Moncrief, Management Analyst

Reviewed by: Christine Engel, Community Services Director

Ken Hiatt
City Manager

Attachments:
1. Resolution - Campbell Park Play Structure Replacement
2. Sourcewell Contract

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PLAYPOWER, INC. IN THE AMOUNT NOT TO EXCEED $375,000 THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL CONTRACT #010521-LTS-3

WHEREAS, the City of Woodland ("City") has identified the need to replace both play structures at Campbell Park; and

WHEREAS, The City's purchasing ordinance (Municipal Code section 3.32.140c) provides that the City Manager may approve of the waiver of competitive bidding when a determination is made that competitive bidding has already been completed by another public agency; and

WHEREAS, staff has determined that the cooperative purchasing agreement satisfies the requirements of the City's Purchasing Ordinance (Municipal Code section 3.32.140c) in that a competitive bid procedure has been conducted by another public agency and the price to the City is equal to or better than the price to that public agency; and

WHEREAS, PlayPower, Inc. has a cooperative purchasing agreement through Sourcewell Contract #010521-LTS-3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AND FIND AS FOLLOWS: The City Council hereby affirms the City Manager's determination that the City's public bidding requirement has been satisfied by another government agency's competitive bid procedure and the City's price is equal to the price negotiated by that government agency for purchasing play structures. Additionally, the City Council hereby authorizes the City Manager to execute a contract with PlayPower Inc. in an amount not-to-exceed $375,000 through a cooperative purchasing agreement with Sourcewell Contract #010521-LTS-3.

PASSED AND ADOPTED by the City Council this 5th day of July, 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

Sourcewell

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor’s name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
    b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.
Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 2/15/2021 | 10:36 PM CST

PlayPower, Inc.

DocuSigned by:
W. Todd Brinker
By: B286C633F68749C...
W. Todd Brinker
Title: Senior Vice President Global Sales & Marketing Outdoor Play

Date: 2/15/2021 | 2:23 PM CST

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 2/15/2021 | 10:46 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	PlayPower
Address:	11515 Vanstory Drive Suite 100 Huntersville, NC 28078
Contact:	Christine Stepp
Email:	christine.stepp@playpower.com
Phone:	570-259-5466
HST#:	431681424

Submission Details

Created On:	Tuesday November 17, 2020 12:27:42
Submitted On:	Tuesday January 05, 2021 16:13:14
Submitted By:	Christine Stepp
Email:	christine.stepp@playpower.com
Transaction #:	21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address:	149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile:704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.	*
8	What are your company's expectations in the event of an award?	• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed $100M over the term of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.	*
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect's newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectrual Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018	*
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%	*
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2018 2019 2020 CMAS $429,901.58 - - COA - $205,565.74 $55,895.35 COSTARS $102,812.68 $376,404.54 $351,116.88 DE USAGE $5,690.00 $17,322.82 $10,690.00 NJ STATE $295,687.34 $442,753.06 $239,850.35 PREP - $237,565.00 $561,812.00 SOURCEWEL $38,840,671.82 $29,092,389.51 $26,043,818.71 HGAC $1,192,953 $236,858 $87,436 NASPO $2,256,692 $946,192 $288,288 KPN $212,068 $15,496 $2,703	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	2019 2018 2017 GS-03F-072GA Miracle Recreation $14,061 $94,426 $157,563 GS-03F-055AA Little Tikes Commercial $41,812 $12,788 $74,698 GS-03F-0071T Playworld $8,680 $78,008 $84,356 GS-03F-0001U USA Shade $75,248 $183,919 $246,227	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)	*
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301	*
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	$580,000	$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	$25,000	$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	$16,666	$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	$15,833	$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. • Little Tikes - Claims can be submitted via email to ltc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows: Catalogs/Brochures • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. Websites: • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ Email/PR: • Email Campaigns • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. Social: • Social Media Campaigns •Posts on various social platforms, including Facebook and LinkedIn, per brand Trade Shows • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshows. Sales Tools/Training • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including: • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.	*
37	Describe any technological advances that your proposed products or services offer.	Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are: • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual	*

look and feel of real rocks, trees and stumps. This product is unlike any other.
• Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
• EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
• EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
• NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
• PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:
PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM Fl487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.
• PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
• PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials. • PlayPower meets ISO 9001, ISO 14001Standards • Other environmental initiatives: • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies: Happy Playgrounds WBE AR, OK Imagine Nation WBE IL Jefcoat Recreation WBE MS Metro Recreation VOSB MD, WV Miracle of KY & TN WBE KY, TN Playworx VOSB FL, GA Recreation Plus DBE, SBE, WMBE CO, WY Site Specifics WBE MA Hahn Enterprises WMBE LA, AR MTS Recreation WBE VA Pelican Playground WMBE LA, MS Hasley Recreation WBE Al, GA Miller Recreation VOSB C. FL	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM Fl487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds $35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. $500,000 - $999,999 1% rebate 2. $1,000,000 - $1,499,99 2% rebate 3. $1,500,000+ 3% rebate	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	● Yes ○ No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	● Yes ○ No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	● Yes ○ No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	● Yes ○ No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM Fl487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	July 5, 2022
ITEM #:	F.9
SUBJECT:	Agreement with Woodland Mid-Management Professional Association (MMPA)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, implementing a two (2) year agreement (July 1, 2022 to June 30, 2024) with the Woodland Mid-Management Professional Association (MMPA).

Fiscal Impact

The current labor agreement for the MMPA covers salary and benefits for roughly 48 full-time equivalent positions at an annual cost of approximately $8.3 million. The terms of the proposed new two-year contract is expected to result in a 6.2% increase in total compensation over the two-year period. This increase will add approximately $1.1 million in total employee compensation costs, and adds $150,000 (averaging $75,000 per year) over the funding level assumed in the development of the FY2022/23 budget forecast. Approximately 40% of this bargaining group's costs are funded through the City's General Fund, with the balance funded through various enterprise and special revenue funds.

Background

The current labor agreement between the City and MMPA expired on June 30, 2022. In anticipation of this, the City began negotiating with MMPA on a successor labor agreement in February 2022, and reached a tentative agreement in mid-June. The tentative agreement was presented to and ratified by the MMPA membership, and tonight's recommended Council action would formally ratify the terms of the new two (2) year agreement with MMPA.

Discussion

The proposed agreement provides for increases in salaries and cost of certain other benefits for covered employees while maintaining structural changes to the overall benefit package negotiated in prior agreements. The new contract also provides for ongoing stability in medical insurance rates, while at the same time providing adjustments reflecting anticipated cost of living adjustments and promoting retention and recruitment of employees.

The major terms of the new contract are as follows:

Cost of Living Adjustments (COLAs)

- July 1, 2022 4% COLA
- January 1, 2023 3% COLA
- July 1, 2023 3% COLA

Lump Sum Payment

Effective July 1, 2022, each member will receive a one-time lump sum payment equal to 2% of their base salary. This payment is not considered reportable compensation to CalPERS.

Deferred Compensation

Effective July 1, 2023, the City will match an individual's deferred compensation contribution up to 3% of base salary (currently 2%).

Medical Health Insurance
No adjustment to the City's contribution towards health insurance over the two-year term.

Retiree Medical
For employees hired after July 1, 2006, the City will increase its contribution to the Retiree Health Savings Plans (RHSP) from $50/month to $100/month.

Longevity Pay
The contract provides for an adjustment to longevity pay and converts payments from an annual lump-sum payment to a monthly payment amount. The new schedule is as follows:

Length of Service	Per Month	Annual Amount
10 years	$50	$ 600
15 years	$75	$ 700
20 years	$100	$1,200

Vacation Leave Maximum Accrual and Buy-out
An additional level of maximum vacation accruals and vacation buy-outs were added as follows:
Employees with fifteen (15) years of service or more may carry an unused balance of vacation leave of no more than fifty (50) days (400 hours) past January 1 of each year.
Employees with 8+ years of service may cash out up to ninety-six (96) hours of vacation each year.

Professional Growth Incentive
The City will allow employees to rollover all or a portion of the educational incentives not used during the prior fiscal year. In addition, the City clarified items that are eligible for reimbursement.

The City has also agreed to continue to meet with MMPA to discuss the Citywide policy regarding remote work, and its application to this group before August 31, 2022.

Conclusion
Staff recommends that the City Council adopt Resolution No. _____, implementing a two (2) year agreement (July 1, 2022 to June 30, 2024) with the Woodland Mid-Management Professional Association (MMPA).

Prepared by: Sheila McShane, Human Resources Manager

Approved by: Kim McKinney, Director of Administrative Services

Attachments:
1. MMPA MOU 2022 to 2024 Final

MEMORANDUM OF UNDERSTANDING

between the

City of Woodland

and the

Woodland
Mid-Management/
Professional Association

July 1, 2022 to June 30, 2024

RESOLUTION NO. _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE WOODLAND MID-MANAGEMENT PROFESSIONAL ASSOCIATION
AND THE CITY OF WOODLAND

The City of Woodland and the Woodland Mid-Management/Professional Association, representing employees employed by the City of Woodland in the classifications designated herein in Article I, Section I under the title "Application," by and through their authorized representatives hereby ratify as and for a memorandum of understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Mid-Management Unit Employees" including the exhibits appended hereto, and recommend that the Resolution shall be incorporated into the City's adopted Personnel Rules and Regulations and thereafter the attached Resolution shall be used merely for purposes of interpreting the specific rules and regulations addressed. In resolving questions of interpretation, the Resolution shall be the primary source in all cases.

DATED: July 5, 2022

____________________________	____________________________
Representative of the Woodland Mid-Management/Professional Association	Representative of the City of Woodland

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR MID MANAGEMENT UNIT EMPLOYEES

Table of Contents

ARTICLE I 6
GENERAL PROVISIONS 6
1.1 Application 6
1.2 Term and Compensation Study 8
ARTICLE II 8
COMPENSATION 8
2.1 Salary (Modified July 2022) 8
2.2 Uniforms 8
2.3 Longevity Pay (Modified July 2022) 9
2.4 Promotional Pay 9
2.5 Out of Class Work 9
2.6 Administrative Leave 9
2.7 Bilingual Pay 10
2.8 Jury Duty 10
2.9 Library Sunday Hours 10
2.10 Deferred Compensation (Modified July 2022) 11
ARTICLE III 11
EDUCATION INCENTIVE 11
3.1 Professional Growth Incentive (Modified July 2022) 11
ARTICLE IV 12
MEDICAL AND RELATED BENEFITS 12
4.1 Medical Insurance 12
4.2 Medical Insurance Upon Retirement 12
4.3 Dental Insurance 15
4.4 Long Term Disability Insurance 15
4.5 Vision Insurance 15
4.6 Life Insurance 15
4.7 Flexible Spending Account 15
4.8 Reopener on Medical Insurance Upon Retirement 15
ARTICLE V 15
LEAVES 15
5.1 Holidays 15
5.2 Vacation Leave (Modified July 2022) 16

5.3 Sick Leave....17
5.4 Catastrophic Illness or Injury....17
ARTICLE VI....17
RETIREMENT....17
6.1 Retirement....17
ARTICLE VII....18
WORKING CONDITIONS....18
7.1 Work Hours....18
7.2 Contracting Out....18
7.3 Introduction of New Technology....18
7.4 Association Leave....19
7.5 Other Working Conditions Not Set Forth Herein....19
ARTICLE VIII....19
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN....19
8.1 Other Compensable Items not set Forth Herein....19
APPENDIX A (Modified July 2022)....20
SALARY SCHEDULE EFFECTIVE JULY 1, 2022....20

ARTICLE I

GENERAL PROVISIONS

1.1 Application

1.1.1 This Resolution applies to employees in the following classifications and ranges:

Accountant I	116
Accountant II	120
Assistant Engineer	125
Assistant Planner	118
Associate Civil Engineer	131
Associate Engineer	127
Associate Planner	124
Building Inspection Services Manager	132
Chief Building Official	140
Chief Collection Systems Operator	132
Chief Plant Operator	132
Chief Project Engineer	145
Chief Water Systems Operator	132
Children's Librarian II	118
City Engineer	145
Communications Manager	131
Community Services Program Manager	125
Construction Project Manager	129
Economic Development Manager	136
Environmental Resources Analyst	127
Environmental Sustainability Manager	131
Finance Officer	141
Financial Services Manager	136
Fleet & Facilities Manager	131
Housing Analyst I (formerly Redevelopment & Housing Analyst I)	120

Housing Analyst II (formerly Redevelopment & Housing Analyst II)	124
Information Technology Manager	138
Infrastructure O & M Superintendent	132
Junior Engineer	121
Junior Planner	113
Laboratory & Environmental Compliance Mgr	129
Laboratory Supervisor	127
Librarian I	114
Librarian II	118
Librarian III	122
Management Analyst I	120
Management Analyst II	125
Marketing and Business Relations Specialist	120
Office Manager	115
Operations and Maintenance Superintendent	137
Park Planner	132
Park Superintendent	132
Planning Manager	140
Police Records Manager	120
Principal Civil Engineer	141
Principal Planner	136
Principal Utilities Civil Engineer	141
Public Works O&M Infrastructure Administrator	141
Purchasing Manager	123
Recreation Superintendent	131
Redevelopment Manager	136
Senior Accountant	125
Senior Application Analyst	132
Senior Associate Civil Engineer	134
Senior Center Manager	120
Senior Civil Engineer	138

Senior Construction Project Manager	131
Senior Management Analyst	131
Senior Planner	132
Senior Systems Analyst	132
Social Services Manager	132
Utilities Administrator	141
Wastewater Systems Administrator	141
Water Pollution Control Facility Superintendent	141
Water Systems Administrator	141

1.2 Term and Compensation Study

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from the first full pay period after Association ratification and adoption of the agreement by the City Council on its regular agenda consistent with the Brown Act through June 30, 2024.

1.2.2 The City and the Association will meet to discuss the need to conduct an analysis of benchmark city selection and a compensation study prior to the start of negotiations.

ARTICLE II
COMPENSATION

2.1 Salary (Modified July 2022)

2.1.1 Salary schedules for unit classifications shall be increased by as follows:

- July 1, 2022: 4% COLA
- January 1, 2023: 3% COLA
- July 1, 2023: 3% COLA

2.1.2 **One-Time Payment:**

Each member will receive a one-time lump sum payment equal to two percent (2%) of their base salary on July 1, 2022. This payment is not considered reportable compensation for CalPERS reporting purposes.

2.2 Uniforms

2.2.1 Represented employees required by their Department Director to wear a uniform shall, at the Departments Director's discretion, be provided with the uniform and corresponding laundry service for the uniform. Employees required by their Department Director to wear safety boots shall be entitled to up to a maximum of $100.00 per fiscal year to purchase a replacement pair upon written evidence of purchase of acceptable safety boot determined by the Department.

2.3 Longevity Pay (Modified July 2022)

2.3.1 The City shall pay longevity pay according to the following schedule on a monthly basis.

Length of Service	Annual Amount	Monthly Amount
10 years	$ 600	$ 50.00
15 years	$ 900	$ 75.00
20 years	$1,200	$100.00

2.4 Promotional Pay

2.4.1 The City agrees that all promotions within the unit shall result in a minimum five percent (5%) increase in pay for the affected employee.

2.5 Out of Class Work

2.5.1 Assignment to perform work of a higher level classification Employees assigned by their supervisor to perform the essential duties of a higher level classification shall receive an additional five percent (5%) of base pay as out of class compensation. In the case of assignment, the minimum period of time to be eligible for out of class work pay must be twenty-four (24) consecutive work hours (3 days). Payment shall continue for the term of the assignment to the higher level classification duties. Assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.5.2 Assignment as Acting Department Head In the case of assignment as an acting department head, the minimum period of time to be eligible for acting pay must be twenty-four (24) consecutive work hours (3 days). The compensation shall be an additional ten percent (10%) of the base pay. Payment shall continue for the term of the assignment to the higher level classification duties. Acting assignments shall be limited to six (6) months, which may be extended on approval of the City Manager.

2.5.3 Assignment of duties beyond the scope of employee's classification: Employees assigned to perform significant and additional duties outside the scope of their job description shall receive an additional five percent (5%) of base pay as special assignment pay. In the case of assignment, the minimum period of time to be eligible for out of class work pay must be twenty-four (24) consecutive work hours (3 days).

2.5.4 No simultaneous pay: Employees may not receive more than one out of class pay under this provision at a time.

2.6 Administrative Leave

2.6.1 Each represented employee shall receive an annual bank of ninety-six (96) hours administrative leave on July 1 of each year. This administrative leave shall be in addition to accrued vacation leave and other leaves provided by the City.

Administrative leave shall be subject to the same rules for usage and accounting as vacation leave with the following exceptions:

- Each employee may, at his/her request, have up to forty (40) unused hours of the bank paid directly to him/her at their hourly rate of pay in effect at the time of the request.

- No employee may carry over any balance past June 30 each year.

2.6.4 It is recognized that in some instances unit employees may be required to work extraordinarily long hours on special projects or unique circumstances. Should such an extraordinary occasion arise, the Department Director may recommend to the City Manager that the employee be granted additional Administrative Leave in addition to the 96 hours already provided subject to the following provisions:

2.6.4.1 Additional Administrative Leave hours granted cannot exceed 24 hours in any Fiscal Year.

2.6.4.2 Additional Administrative Leave hours must be approved by the Personnel Officer and specifically authorized by the City Manager.

2.6.4.3 Additional Administrative Leave shall not be construed to constitute overtime compensation nor be applied on an hour for hour basis.

2.6.5 Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying a prorated share of Administrative Leave credited to them on July 1. For example, an employee working 25% of the year would owe the City 60 hours of Administrative Leave. If more than 20 hours of Administrative Leave had already been taken in time off or cash, at the time of termination, the employee would be responsible for payment of the balance of the hours due in either vacation leave or in cash. Cash payment would be made at the current rate of pay.

2.7 Bilingual Pay

2.7.1 Designated bilingual employees shall receive additional compensation above their regular salary at a rate of Two Hundred Dollars ($200) per month.

2.8 Jury Duty

2.8.1 Employees shall be entitled to receive full pay in addition to any compensation received for serving as a member of a jury. This does not include Grand Jury duty.

2.9 Library Sunday Hours

2.9.1 Tenured Librarians shall not be required to work on Sundays more frequently than one Sunday in four.

2.9.2 If the Librarian scheduled to work on a Sunday is unable to work (illness or approved absence), then no other Librarian shall be required to change his/her schedule to cover that absence unless (1) approved by the Library Services Director and (2) the Librarian is agreeable to work that Sunday.

2.10 Deferred Compensation (Modified July 2022)

The City of Woodland will match an individual's deferred compensation contribution up to two percent (2%) of the individual's base salary as reflected in Appendix A. Only plans approved by the City in its deferred compensation program will be eligible for City contribution. At the time of this contract ratification, the City offers three deferred compensation providers from which employees may select. Individual employees will be responsible to ensure their contribution and the City's matching contribution meet Internal Revenue Code Section 457 deferred compensation program requirements. In addition, as their salary is adjusted, individual employees will be responsible to make periodic changes to the amounts of compensation deferred.

Effective July 1, 2023, the City will match an individual's deferred compensation contribution up to three percent (3%) of the individual's base salary.

ARTICLE III
EDUCATION INCENTIVE

3.1 Professional Growth Incentive (Modified July 2022)

3.1.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships (including licenses, applications and renewal fees), subscriptions, professional training, attainment of academic degrees and related fees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors (maximum 32 inches), computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), security software, videoconferencing cameras and microphones, and cellular phones and related charging accessories, unless considered used mostly for personal entertainment. Smart watches and wireless earbuds are not eligible for reimbursement under this section. All such requests require advance approval by the City. Reimbursement per fiscal year per employee shall be $625.00. In the event that the full reimbursement amount is not used in any fiscal year, the amount will carry over to the next fiscal year. Under no circumstances will an employee be eligible to carry over more than $625.

3.1.2 Employees terminating prior to January 1 of any fiscal year shall be responsible for repaying a prorated share of Professional Reimbursement they have spent. For example, an employee working 25% of the year would be entitled to a Professional Reimbursement not to exceed, $156.25. If employee received a reimbursement of greater than $156.25, at the time of termination, the employee would be responsible for payment of the difference. This will be taken out of the employee's final check. If there is not enough funds to cover this amount, the City will invoice the employee for the difference. Funds carried over from a previous fiscal year are not subject to proration.

ARTICLE IV

MEDICAL AND RELATED BENEFITS

4.1 Medical Insurance

4.1.1 The City shall make available to all unit employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

4.1.2 For Employees **hired *before* October 26, 2006**, the City provides a two tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

4.1.2.1 Employees hired before October 26, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $ 405 per month.

4.1.3 The City shall make available to all unit employees, a medical insurance program through CalPERS or a program which offers a quality and variety of plans at least equivalent to the medical insurance program offered by CalPERS. Employees shall have the option of enrolling in any of the plans.

4.1.4 For all benefited Employees, the City provides a three tier medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

4.1.5 Employees who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $405 per month.

4.1.6 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

January 1	Employee Only	Employee plus One	Employee plus Family
2023	$844.54	$1,689.07	$2,195.79
2024	$844.54	$1,689.07	$2,195.79

4.2 Medical Insurance Upon Retirement

4.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long Term Disability Insurance is not provided to retirees.

4.2.2 For employees who were **hired *before* July 1, 2006**, with ten (10) or more years of service with the City of Woodland, who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

4.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;

4.2.2.2 Retirees who are eligible for Medicare must enroll in Medicare or lose City Benefits as allowed by PEMHCA.

4.2.2.3 The parties agree that upon written notification by the City to the Association, the City and the Association agree to meet and confer through the impasse process to negotiate the City's contribution related to Medicare eligible retirees.

4.2.2.3.1 Retirees who were hired prior to July 1, 2006, have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

4.2.2.4 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan.

4.2.2.5 Health Insurance coverage will be coordinated with Medicare when retirees become eligible. and

4.2.2.6 Dental, Vision and Long Term Disability Benefits will not be offered or provided to retirees.

4.2.3 Employees who were **hired *on or after* July 1, 2006**, and have ten (10) or more years of service with the City of Woodland who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions will receive medical insurance benefits in retirement as follows:

4.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the Public Employees' Medical and Hospital Care Act (PEMHCA) Medical Benefit.

4.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

4.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

4.2.3.2.2 Contributions: The City shall contribute $100 per month to the employee's RHSP account; the employee shall contribute $50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of $100 per month for each month served in the employee's initial probation.

4.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

4.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account. If accrued sick leave balance falls below 500 hours, the employee will once again accrue 8 hours of sick leave, until the sick leave accrued balance exceeds 500, then sick leave will be changed to 4 hours per month with the value of 4 hours of salary being contributed to the employee's RHSP.

4.2.3.2.5 Employees hired prior to July 1, 2006, were provided, on a one-time, irrevocable basis, the opportunity to opt out of the City's retiree medical plan (paragraph 4.2.2). Employees who selected this option shall continue to participate in the City's retiree health savings plan under the terms set forth above in paragraph 4.2.3. For these employees, the City' contribution is $250 per month and the employee's contribution is $50 per month. At the employee's option, any portion of this $250 City contribution may be paid into an approved deferred compensation plan.

4.3 Dental Insurance

4.3.1 The City shall maintain in effect the Dental Insurance Program for the term of this agreement.

4.4 Long Term Disability Insurance

4.4.1 The City shall continue to provide a long-term disability insurance plan for all represented employees with benefits equivalent to that provided by the current plan.

4.5 Vision Insurance

4.5.1 The City shall continue to provide employees covered by this Resolution with vision insurance benefits equivalent to that provided in the current plan.

4.6 Life Insurance

4.6.1 The City shall maintain in effect life insurance for represented employees in the amount of Fifty Thousand Dollars ($50,000.00).

4.7 Flexible Spending Account

4.7.1 The City will maintain in effect a qualified plan under Internal Revenue Code Section 125. Such account shall provide for pre-tax treatment of employee obligations for medical and dependent care costs.

4.8 Reopener on Medical Insurance Upon Retirement

4.8.1 The parties agree to meet and discuss for the purpose of discussing options for reducing the City’s costs associated with funding of the current retiree medical benefits, with the shared goal of ensuring that full funding of retiree medical benefits are sustainable within the City’s long term financial plan. Any changes shall be by mutual agreement.

ARTICLE V
LEAVES

5.1 Holidays

5.1.1 City holidays to be observed by represented employees shall be:

January 1st
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (Presidents Day)
Fourth Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving Day

The Day after Thanksgiving Day
Christmas Eve – ½ day (observed last workday before Christmas)
December 25th (Christmas Day)

5.1.2 In addition, each represented employee shall have 16 hours added to his/her vacation leave total as of July 1 each year.

An employee must work or be paid for all or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.

5.1.3 Represented employees in permanent part-time positions shall receive pay for City holidays on a pro-rata basis regardless of whether they are scheduled to work holiday or not. The pro-rata holiday benefit to be received shall be equal to the employee's average daily work hours, regardless of the time they would have otherwise been scheduled to work.

5.2 Vacation Leave (Modified July 2022)

5.2.1 The vacation leave earning rate for each employee shall be as follows:

Years of Service	Vacation Earned Per Month
0 through 3 years	7.0 hours
4 through 5 years	9.0 hours
6 through 10 years	11.3 hours
11 through 15 years	13.3 hours
16 through 20 years	15.3 hours
Over 20 years	16.6 hours

5.2.2 Employees with less than ten (10) years of service with the City may carry an unused balance of vacation leave of no more than thirty-four (34) days (272 hours) past January 1 of each year. Employees with ten (10) years of service or more may carry an unused balance of vacation leave of no more than forty-four (44) days (352 hours) past January 1 of each year. Employees with fifteen (15) years of service or more may carry an unused balance of vacation leave of no more than fifty (50) days (400 hours) past January 1 of each year.

5.2.3 No employee may buy out more than ninety six (96) hours of vacation per calendar year. Employees may cash out accrued vacation leave once they have three or more years of service. Each calendar year an employee may, at employee's request, cash out up to ninety six (96) accrued hours of vacation based on the chart below.

Years of Service	Annual Maximum Vacation Leave Cash out
0 to 3 years	0 hours
3 to 5 years	40 hours

5 to 8 years	80 hours
8 + years	96 hours

Vacation leave hours are paid directly to employee at their regular hourly rate of pay at the time of the request in lieu of time off providing the employee is taking at least a cumulative total of 40 hours of vacation leave per calendar year. Payment will be made at the straight time rate.

5.3 Sick Leave

5.3.1 Represented full-time employees shall accrue sick leave at the rate of one (1) day per month.

5.4 Catastrophic Illness or Injury

5.4.1 Represented employees may donate portions of their Vacation or Administrative Leave accumulations to the Catastrophic leave bank to benefit employees who have suffered catastrophic illness or injury. Employees receiving donations of time from the bank must first exhaust all available vacation, administrative time and sick leave.

ARTICLE VI
RETIREMENT

6.1 Retirement

6.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

6.1.2 Permanent Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

- Tier 1: Employees hired by the City of Woodland on or before December 4, 2012 or who are legacy/classic members as defined by CalPERS are eligible for the 2.7% @ 55 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.
- Tier 2: Employees hired by the City of Woodland on or after December 5, 2012 and before January 1, 2013 or who are new hires to the city of Woodland but are legacy/classic members determined by CalPERS are eligible for the 2% @ 60 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.
- Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2% @ 62 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

6.1.3 PERS Employee Contribution towards Employee's Share of Retirement cost.

- Tier 1 employees shall continue to pay the full 8% of pensionable salary of the employee share towards the 2.7%@55 CalPERS retirement pension program.
- Tier 2 employees shall continue to pay the full 7% of pensionable salary of the employee share towards the 2%@60 CalPERS retirement pension program.
- Tier 3 (PEPRA) employees shall continue to pay 50% of the normal cost as determined by CalPERS towards the 2%@62 CalPERS retirement pension program.

6.1.4 Employee Cost Sharing towards Employers Cost of CalPERS Retirement Pension Program

6.1.4.1 Pursuant to Public Employees Retirement Law § 20516 employees in Tier 1 & Tier 2 will pay 3% of pensionable compensation towards the employers share of CalPERS retirement in additional to the contribution towards the employee share of retirement as described in the section above. Employees in Tier 3 (PEPRA) will not contribute an additional percentage of pensionable compensation towards the employer's share of CalPERS in addition to the 50% of normal cost as determined by CalPERS for Tier 3 (PEPRA) employees. This represents a 3% reduction in the PERS contribution. The City adopted a resolution pursuant to IRS Code §4.14(h)(2) to allow this payment on a pre-tax basis.

6.1.5 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 20862.8. This benefit provides a monthly allowance to certain eligible survivors of an employee who dies prior to retirement.

6.1.6 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20862.8.

ARTICLE VII
WORKING CONDITIONS

7.1 Work Hours

7.1.1 Work hours for represented employees shall be those agreed to between the employee and his/her Department Director.

7.2 Contracting Out

7.2.1 City shall notify the Association of any formal consideration made by the City Council for the contracting of services presently performed by represented employees. Whenever the City contemplates contracting such services, the City shall endeavor to have the new contractor give first consideration for employment opportunities to represented employees who would be displaced from their job as a result of the contract.

7.2.2 The City retains the right to decide to contract out prior to beginning negotiations. However, the City shall negotiate the effect of contracting out with the Association prior to taking any further action to contract out.

7.3 Introduction of New Technology

7.3.1 The City agrees to confer with representatives of Association on the impacts of the City's decision to introduce of new technology into work performed by classes represented by the Association.

7.4 Association Leave

7.4.1 Each month, elected officers of the Association shall be entitled to take leave with pay from work in order to perform Association business, but such leave shall be limited to an aggregate total of eight (8) hours per calendar month. Each employee taking such leave shall arrange a convenient time approved in advance by his/her immediate supervisor. Unused time shall not accumulate for use in future months, without prior written approval by the City's Personnel Officer.

7.4.2 Association employees authorized by the Association president shall be entitled to use work time in order to prepare and distribute an Association Newsletter. Such time off shall be taken only with advance approval by the employee's immediate supervisor and the maximum time off allowed in the aggregate, shall be (10) hours per month. Unused time shall not accumulate for use in future months without prior written approval by the City's Personnel Officer.

7.5 Other Working Conditions Not Set Forth Herein

7.5.1 Other working conditions not set forth herein for employees covered by this Resolution shall continue as applicable on December 7, 2011, unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

ARTICLE VIII.
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

8.1 Other Compensable Items not set Forth Herein

8.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on Exhibit A, unless determined otherwise by the Woodland City Council in accordance with law or required otherwise by law.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of July, 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

Attachment: Appendix A

APPENDIX A (Modified July 2022)
SALARY SCHEDULE EFFECTIVE JULY 1, 2022

CLASSIFICATION	RANGE	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP
Accountant I	116	$5,178.43	$5,437.34	$5,709.21	$5,994.66	$6,294.40	$6,609.12
Accountant II	120	$5,716.01	$6,001.81	$6,301.89	$6,616.98	$6,947.83	$7,295.23
Assistant Engineer	125	$6,467.13	$6,790.49	$7,130.01	$7,486.52	$7,860.84	$8,253.88
Assistant Planner	118	$5,440.57	$5,712.60	$5,998.23	$6,298.15	$6,613.05	$6,943.70
Associate Civil Engineer	131	$7,499.89	$7,874.88	$8,268.63	$8,682.05	$9,116.17	$9,571.98
Associate Engineer	127	$6,794.53	$7,134.26	$7,490.96	$7,865.53	$8,258.80	$8,671.74
Associate Planner	124	$6,309.40	$6,624.87	$6,956.11	$7,303.91	$7,669.12	$8,052.57
Building Inspection Services Manager	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.27
Chief Building Official	140	$9,366.34	$9,834.65	$10,326.39	$10,842.70	$11,384.84	$11,954.08
Chief Collection Systems Operator	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28
Chief Plant Operator	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28
Chief Project Engineer	145	$10,597.16	$11,127.00	$11,683.37	$12,267.53	$12,880.90	$13,524.94
Chief Water Systems Operator	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.27
Children's Librarian II	118	$5,440.57	$5,712.59	$5,998.23	$6,298.15	$6,613.05	$6,943.70
City Engineer	145	$10,597.15	$11,127.00	$11,683.37	$12,267.53	$12,880.90	$13,524.94
Communications Manager	131	$7,499.89	$7,874.88	$8,268.63	$8,682.05	$9,116.17	$9,571.98
Community Services Program Manager	125	$6,467.13	$6,790.49	$7,130.01	$7,486.52	$7,860.84	$8,253.88
Construction Project Manager	129	$7,138.50	$7,495.43	$7,870.19	$8,263.71	$8,676.90	$9,110.74
Economic Development Manager	136	$8,485.44	$8,909.71	$9,355.20	$9,822.96	$10,314.10	$10,829.81
Environmental Resources Analyst	127	$6,794.53	$7,134.26	$7,490.96	$7,865.53	$8,258.80	$8,671.73
Environmental Sustainability Manager	131	$7,499.89	$7,874.88	$8,268.63	$8,682.05	$9,116.17	$9,571.98
Finance Officer	141	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94
Financial Services Manager	136	$8,485.44	$8,909.71	$9,355.20	$9,822.96	$10,314.10	$10,829.81
Fleet & Facilities Manager	131	$7,499.88	$7,874.89	$8,268.63	$8,682.06	$9,116.17	$9,571.98
Housing Analyst I (formerly Redevelopment & Housing Analyst i)	120	$5,716.01	$6,001.81	$6,301.88	$6,616.98	$6,947.83	$7,295.23
Housing Analyst II (formerly Redevelopment & Housing Analyst Ii)	124	$6,309.40	$6,624.87	$6,956.11	$7,303.91	$7,669.12	$8,052.57
Information Technology Manager	138	$8,915.01	$9,360.76	$9,828.80	$10,320.23	$10,836.25	$11,378.07
Infrastructure O & M Superintendent	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28
Junior Engineer	121	$5,858.90	$6,151.84	$6,459.44	$6,782.41	$7,121.54	$7,477.62
Junior Planner	113	$4,808.68	$5,049.10	$5,301.56	$5,566.64	$5,844.98	$6,137.22
Laboratory & Environmental Compliance Mgr	129	$7,138.50	$7,495.43	$7,870.19	$8,263.71	$8,676.90	$9,110.74

Laboratory Supervisor	127	$6,794.53	$7,134.25	$7,490.96	$7,865.53	$8,258.80	$8,671.73
Librarian I	114	$4,928.90	$5,175.34	$5,434.11	$5,705.81	$5,991.09	$6,290.65
Librarian II	118	$5,440.57	$5,712.59	$5,998.23	$6,298.15	$6,613.05	$6,943.70
Librarian III	122	$6,005.37	$6,305.64	$6,620.94	$6,951.97	$7,299.58	$7,664.55
Management Analyst I	120	$5,716.01	$6,001.80	$6,301.88	$6,616.98	$6,947.83	$7,295.23
Management Analyst II	125	$6,467.12	$6,790.49	$7,130.01	$7,486.52	$7,860.83	$8,253.88
Marketing and Business Relations Specialist	120	$5,716.01	$6,001.80	$6,301.88	$6,616.98	$6,947.83	$7,295.23
Office Manager	115	$5,052.11	$5,304.71	$5,569.95	$5,848.45	$6,140.88	$6,447.92
Operations and Maintenance Superintendent	137	$8,697.58	$9,132.46	$9,589.09	$10,068.54	$10,571.97	$11,100.57
Park Planner	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28
Park Superintendent	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28
Planning Manager	140	$9,366.34	$9,834.65	$10,326.39	$10,842.70	$11,384.84	$11,954.08
Police Records Manager	120	$5,716.01	$6,001.80	$6,301.88	$6,616.98	$6,947.83	$7,295.23
Principal Civil Engineer	141	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94
Principal Planner	136	$8,485.44	$8,909.71	$9,355.20	$9,822.96	$10,314.10	$10,829.81
Principal Utilities Civil Engineer	141	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94
Public Works O&M Infrastructure Admin	141	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94
Purchasing Manager	123	$6,155.51	$6,463.28	$6,786.45	$7,125.77	$7,482.06	$7,856.16
Recreation Superintendent	131	$7,499.89	$7,874.88	$8,268.63	$8,682.05	$9,116.17	$9,571.98
Redev. & Housing Analyst I (renamed to Housing Analyst I)	120	$5,716.01	$6,001.81	$6,301.88	$6,616.98	$6,947.83	$7,295.23
Redev. & Housing Analyst II (renamed to Housing Analyst II)	124	$6,309.40	$6,624.87	$6,956.11	$7,303.91	$7,669.12	$8,052.57
Redevelopment Manager	136	$8,485.44	$8,909.71	$9,355.20	$9,822.96	$10,314.10	$10,829.81
Senior Accountant	125	$6,467.13	$6,790.49	$7,130.01	$7,486.52	$7,860.84	$8,253.88
Senior Application Analyst	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28
Senior Associate Civil Engineer	134	$8,076.57	$8,480.39	$8,904.42	$9,349.63	$9,817.12	$10,307.98
Senior Center Manager	120	$5,716.01	$6,001.81	$6,301.88	$6,616.98	$6,947.83	$7,295.23
Senior Civil Engineer	138	$8,915.01	$9,360.76	$9,828.80	$10,320.23	$10,836.25	$11,378.07
Senior Construction Project Manager	131	$7,499.89	$7,874.88	$8,268.63	$8,682.05	$9,116.17	$9,571.98
Senior Management Analyst	131	$7,499.89	$7,874.88	$8,268.63	$8,682.05	$9,116.17	$9,571.98
Senior Planner	132	$7,687.38	$8,071.76	$8,475.33	$8,899.11	$9,344.07	$9,811.27
Senior Systems Analyst	132	$7,687.38	$8,071.76	$8,475.34	$8,899.11	$9,344.07	$9,811.28
Social Services Manager	132	$7,687.38	$8,071.76	$8,475.33	$8,899.11	$9,344.07	$9,811.27
Sports Manager	125	$6,467.13	$6,790.49	$7,130.01	$7,486.52	$7,860.84	$8,253.88
Transportation Engineer	134	$8,076.57	$8,480.39	$8,904.42	$9,349.63	$9,817.12	$10,307.98
Treatment Plant Superintendent	137	$8,697.58	$9,132.46	$9,589.09	$10,068.54	$10,571.97	$11,100.57
Utilities Administrator	141	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94

Wastewater Systems Administrator	141	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94
Water Pollution Control Facility Superintendent	141	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94
Water Systems Administrator	141	$9,600.50	$10,080.51	$10,584.54	$11,113.78	$11,669.47	$12,252.94

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	July 5, 2022
ITEM #:	F.10
SUBJECT:	Agreement with Woodland Police Officer's Association (WPOA)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Officer's Association (WPOA) as described herein.

Fiscal Impact

The current labor agreement for the WPOA covers salary and benefits for roughly 70 full-time equivalent positions at an annual cost of approximately $11.2 million. The terms of the proposed new contract are expected to result in a 9.2% increase in total compensation over the three-year period. This increase will add approximately $3.4 million in total employee compensation costs, and adds $300,000 (averaging $100,000 per year) over the funding level assumed in the development of the FY2022/23 budget forecast. Approximately 90% of this bargaining group's costs are funded through the City's General Fund, with the balance funded through various special revenue funds and special sales tax Measures F and R.

Background

The current labor agreement between the City and WPOA expired on June 30, 2022. In anticipation of this, the City began negotiating with WPOA on a successor labor agreement in February 2022, and reached a tentative agreement in mid-June. The tentative agreement was presented to and ratified by the MMPA membership, and tonight's recommended Council action would formally ratify the terms of the new three (3) year agreement with WPOA.

Discussion

The proposed agreement provides for increases in salaries and the cost of certain other benefits for covered employees while maintaining structural changes to the overall benefit package negotiated in prior agreements. The new contract also provides for ongoing stability in medical insurance rates, while at the same time providing adjustments reflecting anticipated cost of living adjustments and promoting retention and recruitment of employees.

The major terms of the contract are as follows:

Cost of Living Adjustments (COLAs)

- July 1, 2022 4.0%
- January 1, 2023 1.0%
- July 1, 2023 2.0%
- January 1, 2024 2.0%
- July 1, 2024 2.0%
- January 1, 2025 1.0%

Shift Differential Pay

Employees regularly assigned to work swing shift will receive a shift differential of 2% of base pay for all regularly scheduled hours worked on swing shift, and employees assigned to work graveyard shift will receive a shift differential of 3% of base pay.

Medical Health Insurance
The City and WPOA have agreed to increases in the amount contributed by the City for health insurance. The contribution will increase by 3% on January 1, 2023 and 4% thereafter. The maximum monthly City contribution will be as follows:

Tier	1/1/2023	1/1/2024	1/1/2025
Employee Only	$967.77	$1,006.48	$1,046.74
Employee Plus One	$2,031.07	$2,112.31	$2,196.80
Employee Plus Family	$2,596.76	$2,700.63	$2,808.66

*If the CalPERS PORAC rates increase by more than ten percent (10%) in any given year, the City shall increase the contribution by fifty percent (50%) of the amount over the ten percent (10%) increase.

Retiree Medical
For employees hired after July 1, 2006, the City will increase its contribution to the Retiree Health Savings Plans (RHSP) from $50/month to $100/month.

Sick Leave Accrual
Sick leave accrual is increased from eight (8) hours per month to ten (10) hours per month.

Conclusion
Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Officer's Association (WPOA) as described herein.

Prepared by: Sheila McShane, Human Resources Manager

Approved by: Kim McKinney, Director of Administrative Services.

Ken Hiatt
City Manager

Attachments:
1. Police Officers MOU July 2022 draft

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WOODLAND POLICE OFFICERS' ASSOCIATION
OF THE
CITY OF WOODLAND

The City of Woodland and the Woodland Police Officers' Association, representing employees employed by the City of Woodland in the classifications of Police Officer, Community Services Officer, Crime Prevention Specialist, Senior Police Records Specialist and Police Records Specialist by and through their authorized representatives, hereby ratify as and for a Memorandum of Understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Police Employees" and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and Regulations and, thereafter, the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation the Resolution shall in all cases be the primary source.

DATED: ________________

____
David Shepard, President of the Woodland
Police Officers' Association

____
Representative of the
City of Woodland

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this 5th_ day of July 2022.

____
Mayor

RESOLUTION NO. _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF WOODLAND
AND THE
WOODLAND POLICE OFFICERS' ASSOCIATION

TABLE OF CONTENTS

ARTICLE I - GENERAL PROVISIONS....3
1.1 Recognition....3
1.2 Term....3
1.3 Peaceful Performance....3
1.4 Salary Survey....3
1.5 Base Rate of Pay....3
1.6 Regular Rate of Pay....3
ARTICLE II – COMPENSATION....5
2.1 Salary....5
2.2 Uniform Allowance....5
2.3 Personal Property....6
2.4 City Equipment and Clothing Return....6
2.5 Call-Back Pay....7
2.6 Departmental Meetings and Training....7
2.7 Overtime Pay....8
2.8 Compensatory Time Usage....9
2.9 Court Appearance....9
2.10 On-Call Pay....10
2.11 Longevity Pay....10
ARTICLE III - SPECIAL ASSIGNMENTS....11
3.1 Field Training Officer....11
3.2 Corporal....11
3.3 Canine Officer....11
3.4 Bilingual Pay....12
ARTICLE IV - EDUCATIONAL INCENTIVE....13
4.1 POST Certificates....13
4.2 Training and Travel Expenses....13
ARTICLE V - MEDICAL AND RELATED BENEFITS....14
5.1 Medical Insurance....14
5.2 Medical Insurance Upon Retirement....15
5.3 Sick Leave....16
5.4 Dental Insurance....16
5.5 Vision/Optical....17
5.6 Life Insurance....17
5.7 Flexible Spending Account....17
5.8 Use of Tobacco Products....17

ARTICLE VI - LEAVES 18
6.1 Holidays 18
6.2 Vacation 18
6.3 Vacation Accrual 18
6.4 Vacation Accumulation 18
6.5 Sick Leave 18
6.6 Other Leave 19
6.7 Bereavement Leave 19
6.8 Catastrophic Leave Bank 19
ARTICLE VII - WORK HOURS 20
7.1 Sworn Schedule 20
7.2 Non-Sworn 4/10 Work Schedule 20
7.3 Non-Sworn 9/80 Work Schedule 20
ARTICLE VIII - LIGHT/LIMITED DUTY 22
8.1 Light/Limited Duty 22
ARTICLE IX - PERS RETIREMENT 23
9.1 PERS Retirement 23
9.2 Miscellaneous Members 23
ARTICLE X - EMPLOYMENT PROBATION 25
10.1 Probation 25
ARTICLE XI - MEMORANDUM OF UNDERSTANDING 26
11.1 No Discrimination 26
11.2 Modification 26
11.3 Separability of Provisions 26
ARTICLE XII - MANAGEMENT RIGHTS 27
12.1 Management Rights 27
ARTICLE XIII – AGENCY SHOP 28
13. Employees in Association 28
ARTICLE XIV – SEPARATION FROM SERVICE 29
14.1 Dismissal 29
14.2 Lay-Off 29
14.3 Interpretation 33
14.4 Mediation 33
ARTICLE XV – ASSOCIATION TIME BANK 34
15.1 Association Time Bank 34
ARTICLE XVI – REOPENERS 35
16.1 Military Leave Reopener 35
16.2 Medical Reopener 35
16.3 Take-Home Vehicle Reopener 35
ARTICLE XVII OTHER COMPENSABLE ITEMS 36
17.1 Other Compensable Items Not Set Forth Herein 36

ARTICLE I - GENERAL PROVISIONS

1.1 Recognition

1.1.1 The City recognizes the Woodland Police Officers' Association (WPOA) as the sole and exclusive representative for full time employees of the City of Woodland in the classifications of Police Officer, Community Services Officer, Senior Police Records Specialist, Crime Prevention Specialist, and Police Records Specialist.

1.2 <u>Term</u>

1.2.1 This Memorandum of Understanding (MOU) shall be in effect from July 1, 2017, and shall remain in full force and effect through 11:59 p.m. on June 30, 2021.

1.3 Peaceful Performance

1.3.1 The Association agrees that during the term of this Memorandum of Understanding the Association will not engage in, encourage, sanction, support, any:

a. Strikes;
b. Mass resignations;
c. Mass absenteeism.
d. Picketing which would involve suspension of or interference with normal work of this department; or,
e. Any other similar actions, which could involve suspension of or interference with any work of this department.

1.4 Salary Survey

1.4.1 Total compensation survey shall be conducted prior to negotiations using the following cities: Davis, Lincoln, Lodi, Manteca, Rocklin, West Sacramento and Yuba City. The total compensation shall include and be limited to the following: top step salary, maximum education incentives, maximum POST Certificates, uniform allowance, maximum longevity, employee contribution to the Public Employees Retirement System paid on behalf of employee by employer, and employer contribution towards family medical, dental and vision insurance.

1.5 Base Rate of Pay

1.5.1 Base rate of pay is defined as the straight time (hourly) rate of pay, excluding premiums and incentives.

1.6 Regular Rate of Pay

1.6.1 Regular rate of pay is defined as the rate of pay paid to an employee which includes: longevity pay, FTO pay, corporal pay, bilingual pay, holiday in-lieu pay, POST and education incentives, medical in-lieu pay, and any other premium pay as required by the Fair Labor Standards Act (FLSA).

ARTICLE II – COMPENSATION

2.1 Salary

2.1.1 All classifications shall receive the following salary increases:

- Effective July 1, 2022, four percent (4%) salary increase.
- Effective January 1, 2023, one percent (1%) salary increase.
- Effective July 1, 2023, two percent (2%) salary increase.
- Effective January 1, 2024, two percent (2%) salary increase.
- Effective July 1, 2024, two percent (2%) salary increase.
    - Effective January 1, 2025 one percent (1%) salary increase

2.1.2 Senior Police Records Specialist shall be benchmarked ten percent (10%) above Police Records Specialist.

2.2 Uniform Allowance

2.2.1 New Police Officers shall receive one set of Level IIIA soft body armor upon hire. The City will replace soft body armor within six (6) months prior to the expiration of the manufacturer's warranty

2.2.2 The City shall provide each newly hired Police Officer, Community Service Officer and Police Records Specialist with a set of uniforms consisting of:

1. One Long Sleeve Shirt
2. Two Short Sleeve Shirts
3. Two Uniform Trousers
4. One Winter Jacket
5. One Pants Belt
6. Eight Shoulder Patches
7. Baseball Cap (Police Officers Only)
8. Beanie (Police Officers Only)
9. Raincoat (Police Officers Only)
10. One Pink Polo Shirt (Police Records Specialist Series Only)
11. Two Pink Uniform Patches (Police Officers and community Services Officers Only)

In the event the City of Woodland mandates a uniform change the employees shall have eighteen (18) months to transition to the new uniforms. If the City requires the transition to be completed in less than eighteen (18) months, the City will incur the costs.

If the Chief or Police approves the Association's request for a uniform change, the change shall be implemented over six (6) months.

2.3 Personal Property

2.3.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced by the City of Woodland.

2.3.2 Personal property are those items necessary during job-related activities. Items include uniforms, eyewear, false teeth, cell phones, and watches.

2.3.3 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains; earrings, bracelets, and other jewelry.

2.3.4 The total payable claims for non–prescription glasses shall be $100.00 and $175.00 for prescription glasses per occurrence. The total payable claims for watches shall be $50.00 per occurrence.

2.3.5 Personal property claims must have a police report or memo to the Chief of Police attached to the claim identifying loss or damage in the course of a law enforcement action.

2.4 City Equipment and Clothing Return

2.4.1 City furnished equipment remains in the ownership of the City and must be returned when employee leaves employment.

2.4.2 Safety Equipment Issued

The City shall provide each police officer the below listed safety equipment to use in the performance of their duties:

1. Handgun and ammunition
2. Handgun holster
3. Three hand gun magazines and magazine holder
4. Taser and Taser holster
5. Sam Browne Belt and four keepers
6. Handcuffs and handcuff case
7. Radio and radio holder
8. Riot baton and baton holder
9. ASP and ASP holder
10. Pepper spray and pepper spray holder
11. Flashlight (rechargeable) and flashlight holder
12. Body armor (Level III A)
13. Riot helmet
14. Gas Mask and carrier

2.4.3 Disposition of Service Weapon

Upon a disability or service retirement each sworn employee shall be given the opportunity to purchase their issued service weapon without magazines, as long as they have a minimum of ten (10) years of service with the City. The purchase price of the service weapon shall be based on the following number or years of service to the City.

Years of Service	Cost of Weapon
10	$100.00
15	$ 50.00
20 or more	$ 1.00

Purchasing the service weapon at the time of retirement may be denied for a psychological or stress related disability retirement.

The employee shall pay all transfer fees changing ownership from the City to the employee.

2.5 Call-Back Pay

2.5.1 Employees called back to duty or required to appear in court shall be compensated at one and one-half (1-1/2) times their regular rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.

2.5.2 Call-back minimum compensation shall not be provided to employees who are called back to correct incomplete or substandard work. Employees will not be called back to correct faulty work if the correction can reasonably await the start of the employee's next regularly scheduled shift. If an employee is called back to correct incomplete or substandard work, overtime shall be paid for actual time spent.

2.6 Departmental Meetings and Training

2.6.1 Employees on their day off who are required to attend a meeting or training, will be compensated at the rate of one and one-half (1-1/2) times their regular rate for a minimum of four (4) hours.

2.6.2 When an employee is required to attend a scheduled meeting on a regularly scheduled duty day and there is less than eight hours between the time an officer went off duty and their next regularly scheduled shift, compensation will be at the rate of one and one half (1-1/2) times their regular rate for a minimum of four (4) hours.

2.6.3 A required scheduled meeting requires personal notification to the employee at least forty-eight (48) hours prior to the meeting time.

2.6.4 Employees required to attend a scheduled meeting on a regularly scheduled duty day where the time of occurrence is contiguous with the beginning or ending of the employee's shift, will be compensated at the rate of one and one-half (1-1/2) times their regular rate for the actual time spent in attendance.

2.6.5 Contiguous means connected to the employee's regular duty schedule, or if the meeting or duty day were continued, it would have been contiguous to the employee's regular duty schedule and would be less than four (4) hours.

2.6.6 Employees required to attend a scheduled meeting on a regularly scheduled duty day where there has been more than eight (8) hours between the conclusion of their last duty shift and the scheduled meeting, shall be compensated at the rate of one and one half (1-1/2) times their regular rate of pay for a minimum of four (4) hours. However, in no event will an officer be compensated for more than would result if the meeting or assignment were scheduled in a way as to be contiguous with the officer's regularly scheduled shift. (Example: If an officer was off duty at 12 midnight and was required to attend a meeting at 1:00 p.m. which lasted until 2:00 p.m., and who was scheduled to return to work at 3:00 p.m., the maximum compensation allowable would be two (2) hours at one and one-half (1-1/2) times.)

2.6.7 If an employee volunteers for a committee assignment, and the particular committee is scheduled to meet on the officer's day off, the officer may attend the committee meeting and be compensated at one and one-half (1-1/2) times their regular rate for the actual time in attendance at the meeting.

2.7 Overtime Pay

2.7.1 Employees who work in excess of their regularly scheduled shift or forty (40) hours per workweek shall be compensated at a rate of one and one-half (1-1/2) times their regular rate of pay. All paid time shall count as time worked for purpose of calculating overtime.

2.7.2 The Department shall not cancel overtime without at least forty-eight (48) hours prior notice. If the Department cancels overtime with less than forty-eight (48) hours' notice, on a n employee's regularly scheduled day off, the City shall pay the employee one hundred and forty dollars ($140.00) for the cancellation. Only one occurrence can be claimed for any one day off.

If the overtime is cancelled with less than forty-eight (48) hours' notice and the overtime was on a regularly scheduled shift, the employee shall be paid at the rate of eighty dollars ($80.00.00) per occurrence. Only one occurrence can be claimed per day. Over time assigned contiguous to the current shift and cancelled during the same shift shall not result in cancellation pay.

2.7.3 Overtime may be taken in cash or in the form of Compensatory Time Off (CTO). CTO time off shall be earned at the rate of time and one half to a maximum accrual of eighty (80) hours. Employees may elect to accrue CTO or be paid in cash.

2.8 Compensatory Time Usage

2.8.1 CTO requests shall be approved up to one (1) below minimum staffing. Any CTO requests which would cause the affected shift to be two (2) or more below minimum staffing would have to be backfilled by the employee before approved.

2.8.2 Requests for CTO must be made no earlier than fourteen (14) days in advance of the requested time off. In cases where overtime or additional staffing will be required to cover the absence, requests must be submitted no later than five (5) days in advance of the requested CTO. The Chief of Police or designee will respond within seventy-two (72) hours of having received the CTO request.

2.8.3 Once CTO is approved, authorization cannot be rescinded, except in the case of an emergency.

2.9 Court Appearance

2.9.1 If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will notify the employee by phone or text. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.

For the morning calendar, the employee must be notified by 5:00 p.m. the prior day for a 9:00 a.m. appearance. For hearings scheduled in the afternoon, the employee must be notified by 12:00 p.m. Afternoon cancellations and continuances will be made by 12:00 p.m.

2.9.2 The Court Liaison Unit is required to maintain accurate records of all subpoenas issued. These records include subpoenas canceled and continued. These records are presumed to be accurate based on the track record of the Court Liaison Unit. The Court Liaison Unit will forward a copy of their subpoena records weekly to the Day Shift Patrol Lieutenant or other designated person. These records will be used to verify claims for compensation for all court appearances. Employees who dispute Court Liaison records may rebut the presumption with proper proof to the Patrol Lieutenant. The Patrol Lieutenants findings are final.

2.9.3 If an employee makes an appearance for a case which has been canceled or continued and the message was delivered by the Court Liaison, the District Attorney or the Department representative to the employees' voice mailbox in the time frames described above, there is no compensation for that appearance.

2.9.4 If the subpoena was canceled with less than 48 hours' notice and the subpoena was issued for a regularly scheduled day off, compensation shall be paid at the rate of one hundred forty dollars ($140.00) per occurrence. Only one occurrence can be claimed for any one day off.

2.9.5 If the subpoena was canceled on a duty day, but the employee was not on duty at the time of cancellation, compensation shall be paid at the rate of eighty dollars ($80.00) per occurrence. Only one occurrence can be claimed per day.

2.10 On-Call Pay

2.10.1 Employees shall be available, as designated by a written schedule approved by the Chief of Police, or his designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for stand-by compensation shall be made only when an employee has been assigned to on-call.

2.10.2 Employees shall be paid five dollars ($5.00) per hour for any hours assigned to on-call. During the time officers are being compensated for emergency call-back, on-call will not apply. On-Call duty requires that the officer:

a. Be ready to respond to calls for service;
b. Be reachable by telephone, or vehicle radio;
c. Remain a reasonable distance60minutes driving time) from the City; and,
d. Refrain from activities, which might impair the ability of the officer to perform the assigned duties.

2.11 Longevity Pay

2.11.1 Longevity Pay shall be earned as follows:

a. Employees with twelve (12) years completed service will receive an additional two and half (2.5%) of base pay as a retention incentive; and
b. Employees with seventeen (17) years completed service will receive an additional five (5%) percent of base pay as a retention incentive
c. Pay increases are not cumulative.

ARTICLE III - SPECIAL ASSIGNMENTS

3.1 Field Training Officer

3.1.1 Employees in the assignment of Field Training Officer (FTO) pursuant to Police Department policy shall receive an additional seven-five percent (7.5%) of base rate of pay for the pay period when they have a trainee and/or performing FTO duties**.**

3.1.2 Employees designated as Field Community Services Officer who are assigned to training duties by the Chief of Police or designee shall receive an additional seven and on-half percent (7.5) of their base pay for the hours when they are assigned a trainee and/or performing training duties.

3.1.3 Employees assigned as Field Training Officers shall not be assigned a trainee for training purposes in excess of one hundred twenty (120) consecutive days. In determining the one hundred twenty (120) consecutive days, interruptions of seven (7) or less days, including excused absences by the trainee, shall be included in the total calculation of days.

3.1.4 A one hundred twenty (120) consecutive day period shall be followed by a minimum of thirty (30) consecutive days without a trainee. During this time, a Training Officer may be assigned to other Field Training Officer administrative functions.

3.1.5 The Chief of Police may declare that exigent circumstances exist, and may override the one hundred twenty (120) day maximum training limitation in order to avoid leaving a trainee without a trainer. It would be the Department's intent to take reasonable steps to insure any such declarations are the exception, rather than the rule.

3.2 Corporal

3.2.1 The Chief of Police may assign officers to the position of Corporal for which they will be compensated an additional five (5%) percent of base rate of pay for the duration of the assignment.

3.3 Canine Officer

3.3.1 Employees assigned to work as Canine Officers shall receive additional compensation at the rate of three and one-half (3.5) additional hours of overtime pay per week. This pay is recognition of the additional hours required of employees assigned to care for a City dog. City and Association mutually agree that the additional three and one-half (3.5) hours pay does represent reasonable compensation for the additional task required. No employee shall work more than three and one-half (3.5) hours in performing Canine Officer duties without the express direction of their supervisor.

3.4 Bilingual Pay

3.4.1 The City shall maintain the existing bilingual policy. Employees who are bilingual shall receive two hundred ($200.00 dollars) dollars per month. City will explore the addition of other languages as appropriate, including sign language.

3.5 **Shift Differential**

3.5.1 All employees who ae regularly assigned to work the swing shift shall receive a shift differential in the amount of an additional two percent (2%) of their base rate of pay for all regularly scheduled hours worked on the swing shift.

All employees who are regularly assigned to work the graveyard shift shall receive a shift differential in the amount of an additional three percent (3%) of their base rate of pay for all regularly scheduled hours worked on the graveyard shift.

All employees who are assigned to the "patrol cover" shift shall receive the graveyard shift differential in the amount of an additional three percent (3%) of their base rate of pay for all regularly scheduled hours worked on the patrol cover shift.

ARTICLE IV - EDUCATIONAL INCENTIVE

4.1 POST Certificates

4.1.1 Employees shall receive an additional two and one-half (2.5%) percent of base rate of pay for holding a POST Intermediate certificate.

4.1.2 Employees shall receive an additional two and one half (2.5%) percent of base rate of pay for holding a POST Advanced certificate. Effective January 1, 2019, employees shall receive an additional four (4%) percent of base rate of pay for holding a POST Advanced certificate.

4.1.3 Employees shall receive an additional two and one-half (2.5%) percent of base rate of pay for having a Bachelor's degree.

4.1.4 Upon completion of any course required for any of the certifications or degrees listed under this section, the employee will be eligible for the related incentive payment. Retroactive payment will be limited to 120 days.

4.2 Training and Travel Expenses

4.2.1 Employees in training, will convert the time spent in training, the travel time to and from the training and any additional hours required by the training to replace their normal duty hours. If the employee is required to produce any other work not related to the training while away on training the employee shall be paid for that work at one and one half (1 1/2) times their regular rate of pay for the time actually worked. This will be agreed upon by the division commander and the employee prior to the training leave.

4.2.2 At the discretion of the department, the employee shall be given their normal days off either before or after the training period to total the normal number of days off in that month's work cycle.

4.2.3 The City will determine the mode of transportation that will be used by the employee attending the out-of-town training. This mode may be either by airplane, train, bus, taxi, ride-share, rental vehicle, City vehicle, or the employee's personal vehicle. If the employee drives their personal vehicle, the employee will be paid for the actual mileage driven by the employee to the lodging, and/or the training facility. If the employee stays overnight at a lodging facility, the employee will be paid mileage to and from the lodging facility and the training facility, each day. The rate of pay will be as determined by the City. No other transportation costs will be paid by the City. If the employee chooses to drive their own vehicle, they will be compensated in accordance with the Travel Policy up to a maximum of current air fare to the destination or on a per mile basis, whichever is less. If training is reimbursed by POST, employees may get the maximum rate for mileage by either POST or the City, whichever is greater.

4.2.3 Meals while away on training will be provided as agreed upon in the City's Travel Policy Travel Reimbursement Policy.

4.4.4 Upon completion of any course required for any of the certifications or degrees listed under this section, the employee will be eligible for the related incentive payment. Retroactive payment will be limited to 120 days.

ARTICLE V - MEDICAL AND RELATED BENEFITS

5.1 Medical Insurance

5.1.1 The City shall make available to all employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS.

Effective	Employee Only	Employee Plus One	Family
January 1, 2023	$967.77	$2,031.07	$2,596.76
January 1, 2024	$1,005.48	$2,112.31	$2,700.63
January 1, 2025	$1,046.74	$2,196.80	$2,808.66

5.1.2 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: Effective January 1, 2023, the Total Benefit shall be $967.77 for employee only, $2,031.07 for employee plus one, and $2,596.763 for employee plus family. These amounts will increase by four percent (4%) annually on January 1, 2024 and January 1, 2025. Employees who purchase medical through the City are not entitled to cash-back.

Note 4: Employees hired before July 1, 2006, who qualify for the "employee" only tier shall receive a total benefit equal to the "employee plus one" tier.

5.1.3 If the CalPERS PORAC rate increase by more than ten percent (10) in any given year, the City shall increase "Note 3" by fifty percent (50%) of the amount over the ten percent (10%) increase.

5.1.4 Employees who provide proof of dual coverage under CalPERS or other qualified medical insurance program may decline to accept medical coverage and receive medical in lieu. Employees who received medical in lieu of $565 per month as of July 1, 2017, shall continue to receive $565 per month; all other employees shall be eligible for medical in lieu of $405 per month.

5.1.5 Retirees who qualify for Medicare who enroll in CalPERS medical insurance must enroll in a CalPERS supplemental medical Plan.

5.2 Medical Insurance Upon Retirement

5.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan.

5.2.2 For employees who were hired before July 1, 2006, with five (5) or more years of continuous City service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

5.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;

5.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in Note 3.

5.2.2.2.1 Retirees who were hired prior to July 1, 2006, have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

5.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;

5.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible.

5.2.3 Employees who were hired on or after July 1, 2006, will receive medical insurance benefits in retirement as follows:

5.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in Note 1.

5.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax-deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

5.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

5.2.3.2.2 Contributions: The City shall contribute one hundred dollars ($100.00) per month to the employee's RHSP account; likewise, the employee shall contribute fifty dollars ($50.00) per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of one hundred dollars ($100.00) per month for each month served in the employee's initial probation.

5.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

5.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account.

5.3 Sick Leave

5.3.1 Sick Leave Accumulation

Employees earn and accumulate sick leave at the rate of ten (10) hours per month. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit an employee may accrue.

5.3.2 Use of Sick Leave

5.3.3 An employee eligible for sick leave is granted such leave for the following reasons:

- Non-service-related illness or injury to the employee or physical or mental incapacity of the employee due to non-service-related illness or injury.
- Medical, dental office or hospital visits for examination, diagnosis, or treatment.
- Up to 48 hours sick leave off with pay may be granted in the event of illness or disability or birth or adoption of a child of the employee's immediate family.

5.4 Dental Insurance

5.4.1 The City will maintain the Delta Dental insurance program.

5.5 Vision/Optical

5.5.1 The City agrees to provide vision insurance to employees with a fifteen-dollar ($15.00) deductible.

5.6 Life Insurance

5.6.1 The City agrees to provide life insurance to employees with minimum benefit payable of fifty thousand dollars ($50,000).

5.7 Flexible Spending Account

5.7.1 The City agrees to maintain in effect a qualified plan under Internal Revenue Code Section 125 for using standby-taxed dollars for payment of child care expenses, dependent care expenses, as well as health, dental or other related qualifying expenses.

5.8 Use of Tobacco Products

5.8.1 Employees hired after July 1, 2006, shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE VI - LEAVES

6.1 Holidays

6.1.1 Employees will receive 8.3 hours per month of vacation leave in lieu of holiday time off. The use and limitations of this additional leave is subject to the same rules and regulations pertaining to vacation leave.

6.1.2 If during the term of this Agreement the City Council officially recognizes any new dates as City holidays the City shall increase the vacation leave totals of each represented employee by a corresponding number of hours.

6.2 Vacation

6.2.1 Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for two (2) weeks of the accrued time, provided that they are taking at least one (1) consecutive week of vacation time off. Payment will be made at the straight time rate. No employee may buy-out more than two (2) weeks of vacation per fiscal year.

6.3 Vacation Accrual

6.3.1 Vacation accrual for employees shall be as follows:

Years of Service	Earned per Month
0 to 3 years	6.7 hours
4 to 5 years	8.7 hours
6 to 10 years	10 hours
11 to 15 years	12 hours
16 and over	14 hours

6.4 Vacation Accumulation

6.4.1 Employees with less than ten (10) years of service may carry a vacation leave balance of no more than three hundred twenty (320) hours past January 1 of each year. Employees with ten (10) years of service or more may carry a vacation leave balance of no more than three hundred eighty-four (384) hours past January 1 of each year.

6.4.2 Vacation schedules shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been earned.

6.5 Sick Leave

6.5.1 No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service illness or injury.

6.6 Other Leave

6.6.1 All other leave is provided for in the Personnel Rules and Regulations.

6.7 Bereavement Leave

6.7.1 In the event of a death in the employee's immediate family, an employee may be granted time off charged to sick leave not to exceed five (5) working days.

6.8 Catastrophic Leave Bank

6.8.1 Employees may donate vacation, CTO or holiday leave to Catastrophic Leave Bank. Employees may receive donated time when:

a. The receiving employee faces financial hardship due to injury or prolonged illness, or due to the injury and/or prolonged illness of the employee's spouse or member of their immediate family; and
b. The receiving employee has exhausted all leaves.

6.8.2 The transfer of vacation, CTO, or holiday leave credits must be made in one (1) hour increments or more. Employees who choose to donate must complete and sign the Donation of Vacation Leave and/or Administrative Time off to Employee Form. Donations are irrevocable.

ARTICLE VII - WORK HOURS

7.1 Sworn Schedule

7.1.1 Sworn employees shall work the 4/10 work schedule consisting of four (4) consecutive days of ten (10) hours per day. All days off shall be consecutive.

7.1.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours' notice.

7.1.3 Paid leaves shall accrue at the current hourly rate. Time off shall be changed based upon the hours missed, i.e., one day equals ten (10) hours.

7.2 Non-Sworn 4/10 Work Schedule

7.2.1 CSOs assigned to Patrol and Investigations shall work the 4/10 work schedule consisting of four (4) consecutive days of ten (10) hours per day. All days off shall be consecutive.

7.2.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours notice.

7.2.3 Paid leaves shall accrue at the current hourly rate. Time off shall be changed based upon the hours missed, i.e., one day equals ten (10) hours.

7.3 Non-Sworn 9/80 Work Schedule

7.3.1 Non-Sworn employees shall work the 9/80 work schedule consisting of forty hours each week, each week consists of four (4) days of nine (9) hours per day and one (1) eight (8) hour day which shall be split between work weeks at 4 hours for each work week. All days off shall be consecutive.

7.3.2 Shift schedules, including starting and stopping times will be designated by the Chief of Police or designee. Employees may be transferred to another shift with seventy-two (72) hours' notice.

7.3.3 Paid leaves shall accrue at the current hourly rate.

7.4 Lunch Periods

7.4.1 Sworn employees shall receive a paid lunch period.

7.4.2 CSOs assigned to patrol shall receive a paid lunch period.

7.4.3 When the Police Department building is staffed 24 hours a day, seven days a week, non-sworn employees shall receive a paid thirty (30) minute lunch break. In the event the building's standard Operating hours are less than 24/7, non-sworn employees shall receive an unpaid thirty (30) minute lunch period. Employees must have supervisor approval to work through their lunch period.

7.5 Alternate Work Schedules

7.5.1 In addition to the 4/10 or 9/80 work schedules, the Chief of Police may establish alternate work schedules.

7.5.2 For purposes of this section, alternate work schedules shall include, but not be limited to:

7.5.2.1 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

7.5.2.2 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during five (5) workdays at other than traditionally scheduled hours for the assigned shift.

7.5.2.3 Other schedules approved by the Chief of Police.

7.5.2.4 Alternate work schedules may be discontinued by the Chief of Police at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of affected employees, the Chief of Police shall meet and confer over the discontinuance of an alternate work schedule prior to terminating the schedule.

ARTICLE VIII - LIGHT/LIMITED DUTY

8.1 Light/Limited Duty

8.1.1 When due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform their usual duties, the employee may work in a light/limited duty capacity if the department determines such work is available.

8.1.2 An employee may work light/limited duty only upon authorization of the employee's attending physician or a properly appointed City physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.

8.1.3 If light/limited duty is available, and the employee is cleared by an attending physician, or a properly appointed City physician to perform such work, the employee shall accept light/limited duty. Every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which they are assigned for up to a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the department.

ARTICLE IX - PERS RETIREMENT

9.1 PERS Retirement

9.1.1 The City will continue its participation in the Public Employee's Retirement System (CALPERS).

9.1.2 Tier-1 Police Safety Members.

9.1.2.1 Police Safety Members hired on or before June l, 2012, shall receive the 3% @ 50 formula. highest twelve (12) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option and Military Service Credit as Public Service.

9.1.2.2 These Police Safety Members shall pay the employees share of nine percent (9%) plus four point eight-eight-seven percent (4.887%) of the employer contribution via PERS contract amendment and another three (3%) percent of the employer share for a total of sixteen point eight-eight-seven percent (16.887%), on a pre-tax basis.

9.1.3 Tier-2 Police Safety Members.

9.1.3.1 Police Safety Members hired after June 1, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, shall receive the 3% @ 55 formula, highest thirty-six (36) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service.

9.1.3.2 These Police Safety Members shall pay the employees share of nine percent (9%) plus four point eight-eight-seven percent (4.887%) of the employer contribution via PERS contract amendment and another three (3%) percent of the employer share for a total of sixteen point eight-eight-seven percent (16.887%), on a pre-tax basis.

9.1.4 Tier-3 Police Safety PEPRA Members

9.1.4.1 New Police Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 formula, thirty-six (36) months for final compensation determination the Fourth Level of the 1959 Survivor's Benefit Unused Sick Leave Credit option and Military Service as Public Service.

9.1.4.2 These Police Safety Members will pay half the total normal cost as determined annually CalPERS on a pre-tax basis.

9.2 Miscellaneous Members

9.2.1 The City will continue its participation in the California Public Employees' Retirement System (CalPERS).

9.2.2 Tier-1 Miscellaneous Members

9.2.2.1 Miscellaneous Members hired on or before December 5, 2012, shall receive the 2.7% @ 55 formula the Fourth Level of the 1959 Survivor's Benefit. highest twelve (12) months for final compensation determination, Military Service Credit as Public Service and the Unused Sick Leave Credit option.

9.2.2.2 These Miscellaneous Members shall pay the employees share of eight percent (8%) plus six percent (6%) of the employer contribution via PERS contract amendment for a total of fourteen percent (14%), on a pre-tax basis.

9.2.3 Tier-2 Miscellaneous Members

9.2.3 Miscellaneous Members hired after December 5, 2012, and before January 1, 2013 or Classic Members as defined by CalPERS shall receive the 2% @ 60 formula the Fourth Level of the 1959 Survivor's Benefit, highest thirty-six (36) months for final compensation determination Military Credit as Public Service, and the Unused Sick Leave Credit option.

9.2.3.2 These Miscellaneous Members shall pay the employees share of eight percent (8%) plus six percent (6%) of the employer contribution via PERS contract amendment for a total of fourteen percent (14%), on a pre-tax basis.

9.2.4 Tier-3 Miscellaneous PEPRA Members

9.2.4.1 New Miscellaneous Members as defined by CalPERS, hired on or after January l, 2013, shall receive the 2% @ 62 formula the Fourth Level of the 1959 Survivor's Benefit. highest thirty-six (36) months for final compensation determination, Military Service Credit as Public Service, and the Unused Sick Leave Credit option.

9.2.4.2 These Miscellaneous Members will pay half the total normal cost as determined by CalPERS on a pre-tax basis.

ARTICLE X - EMPLOYMENT PROBATION

10.1 Probation

10.1.1 New and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

10.1.2 The probationary period for new (Sworn) employees shall be one (1) year following successful completion of Police Academy training. The probationary period for new (Non-sworn) employees shall be one (1) year. Merit increases from initial hire step to the next step will occur after twelve (12) months on the basis of merit.

10.1.3 Any employee who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause. The probationary period for promoted employees shall be twelve (12) months.

10.1.4 The Police Chief may extend the probationary period in three (3) month increments not to exceed one (1) year if he feels additional time is necessary to adequately evaluate the employee.

ARTICLE XI - MEMORANDUM OF UNDERSTANDING

11.1 No Discrimination

11.1.1 The City and Association both agree not to discriminate against any employee because of membership or non-membership in the Association or because of any activities or lack of activity on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, sex, national origin, age, physical handicap, or mental handicap which does not prevent an employee from meeting the minimum standards established.

11.2 Modification

11.2.1 There will be no alteration or modification of any provision contained in this Memorandum without the consent of all parties hereto.

11.3 Separability of Provisions

11.3.1 Should any section, clause or provision of this Memorandum be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE XII - MANAGEMENT RIGHTS

12.1 Management Rights

12.1.1 Nothing contained in this Memorandum of Understanding shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights: to determine the mission of its constituent department, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which government operations are to be conducted; to take all necessary actions to carry out its mission in emergencies, including overtime; and to exercise complete control and discretion over the technology of performing the work. City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications.

12.1.2 The exercise by the City of the rights in the above paragraph does not preclude employees or their recognized organizations from filing a grievance regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XIII – AGENCY SHOP

13. Employees in Association

13.1 Following receipt of written certification from the Association that it has and maintains voluntary dues deduction authorization forms from members in the unit, the City shall make payroll deductions and transmit monthly to the Association dues in an amount to be determined by the Association and communicated to the City annually. Membership dues deductions shall be submitted to the Woodland POA at the end of each month.

The written certification from the Association for Association dues deductions shall remain in full force and effect, unless revoked by written notice to the Association. Employee requests to cancel membership dues deductions must be directed to the Association. Upon written notification from the Association that an employee has canceled membership dues, the City shall cease, within thirty (30) calendar days, Association dues deductions from the employee's paycheck.

An employee's earnings must be sufficient after legal and required deductions are made to cover the amount of the dues authorized. If an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. Employees who are in a non-pay status during only part of a pay period, whose salary is not sufficient to cover the full amount of the dues authorized, no deduction shall be made. All other legal and required deductions (including healthcare deductions) have priority over Association's dues. It shall be the sole responsibility of the Association to procure and enforce payroll deduction of dues.

Hold Harmless: The Association shall indemnify, defend, and hold harmless the City, its employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Section. In no event shall the City be required to pay from its own funds Union dues which the employee was obligated to pay, but failed to pay regardless of the reasons.

ARTICLE XIV – SEPARATION FROM SERVICE

14.1 Dismissal

An employee in the classified service may be dismissed by the Appointing Authority as provided for in the personnel rules. Whenever it is the intention of the Appointing Authority to dismiss an employee in the classified service, the Assistant City Manager shall be notified.

14.1.1 Non-Disciplinary Dismissal

14.1.1.1 Inability to Perform Job Functions/Fitness for Duty. An employee with a disability (including a disability related to use of alcohol or drugs) or other condition which render the employee unable to perform the essential functions of his or her job with reasonable accommodation.

14.1.2 Disciplinary Dismissal. Shall be as set forth in Personnel Rule 14.

14.2 Lay-Off

14.2.1 General Policy. An employee in the classified service may be laid-off because of either the abolishment of his or her position or a determination by the City that there is a shortage of work or funds. The City Council shall determine when and in what classifications lay-offs are to occur. The Personnel Officer shall be responsible for the implementation of a lay-off order of the City Council in accordance with the procedures described herein.

14.2.2 Scope and Order of Lay-off. Lay-offs shall occur in inverse order of seniority date (as defined in Personnel Rule 13.2.5) within a job classification in the following order of employee status:

a. provisional
b. temporary part-time
c. temporary full-time
d. probationary employee
e. regular classified part-time
f. regular classified full-time

The Personnel Officer shall make an effort to transfer an employee who is affected by a lay-off to a vacant position for which the Personnel Officer determines the employee is qualified.

14.2.3 Notice of Lay-Off to employee Organization. When lay-offs are to occur, the Personnel Officer shall notify the applicable employee organization whose member(s) would be affected at the time the employees are notified.

14.2.4 Notice of Lay-Off to Employees. An employee to be laid-off shall be notified in writing of the impending action at least twenty (20) working days in advance of the effective date of the lay-off. The notice shall include the following information:

- Reason for lay-off
- Effective date of lay-off
- Employee rights as provided in these rules including all pertinent forms (e.g., LP-1, LP-2) and a copy of all Personnel Rules regarding the City's lay-off procedure.

14.2.5 Seniority Date

The seniority date of an employee shall be based upon time in classification for regular City employment or, in cases where there has been a break in continuous employment (other than any authorized leave), the recalculated date of hire as specified in Personnel Rule 6.1.2. Periods of approved leaves of absence shall be credited as continuous service with the City.

14.2.6 Seniority List

When the City Council has determined that lay-offs shall occur, the Personnel Officer shall prepare a seniority list for employees in affected classifications. The list shall place the employee with the most recent seniority date first, the employee with the next most recent seniority date second, and so forth. A copy of the list shall be made available to the impacted employee(s) and their employee organization(s).

14.2.6.1. Same Seniority Date:

In cases of the same seniority date, employees will first be rated according to the extent of their other City of Woodland service not otherwise considered for seniority. If no other City of Woodland service helps determine seniority, and if no other departmental policies or procedures establish seniority, then seniority shall be determined by lottery. The lottery should be conducted at the time of hire; but in absence of such, the Personnel Officer shall conduct a lottery to determine seniority for individuals with the same seniority date.

14.2.7 Reinstatement Following Lay-Off

For a period of twelve (12) months from the date an employee is laid-off due to non-disciplinary reasons the name of the employee shall be placed on a reinstatement list for the job classification held by the employee at the time of the lay-off. The Personnel Officer may extend reinstatement lists for up to an additional twelve (12) months. The time period for reinstatement shall be thirty-six (36) months in cases of demotion in lieu of lay-off. Placement on the reinstatement list shall be in order of seniority. Any vacancy occurring in a classification for which such a list has been developed shall be filled by the most senior person on the list provided that the following conditions are met:

a. the most senior person listed is still qualified for the classification; and
b. the most senior person listed is available and accepts the reinstatement offer; and
c. the City is not prohibited by law or court ruling from making the reinstatement on this basis.

A regular classified employee who has been laid-off may request that his or her name be placed on the reinstatement list for:

a. a lower class in his or her current job series, or
b. classification(s) held by the employee provided the employee meets the classification's current qualifications.

Such requests shall be made to the Personnel Officer within ten (10) working days of the employee's date of lay-off, using form LP-1 and shall be made in the manner specified by the Personnel Officer.

14.2.8 Removal of Names from Reinstatement Lists

The Personnel Officer may remove an employee's name from a reinstatement list if any of the following occur:

a. the individual indicates that he or she will be unable to return to employment with the City during the life of the list; or
b. the individual cannot be reached after reasonable efforts have been made to do so; or
c. the individual refuses three (3) reinstatement offers.

14.2.9 Rights and Responsibilities

In addition to others identified herein, employees affected by these procedures shall have the following rights:

Through prior arrangement with their immediate supervisor an employee who has been notified of their impending lay-off shall be granted reasonable time off without loss of pay to participate in a prescheduled interview or test for other employment. Additionally, through prior arrangement with their immediate supervisor, an employee may also use accrued vacation leave time to seek and apply for other employment.

14.2.10 Accrued Leave and COBRA Rights

An employee who has been laid-off shall be paid in full for their unused accrued vacation leave and unused compensation time on the effective date of the lay-off. An employee who has been laid-off may elect to continue health insurance coverage through the City of Woodland in accordance with COBRA regulations.

14.2.11 Employee Displacement

An employee who receives a notice of lay-off may displace either: an employee holding a lower classification in the laid-off employee's current series or an employee in a position previously held permanently in the City by the laid-off employee provided the employee:

a. has more City seniority than the employee to be displaced. Seniority shall be defined as time in classification plus time in higher classifications;
b. is willing to accept the reduced level of compensation, if any;
c. can meet the qualifications in effect on the date of the lay-off for the other classification;
d. requests displacement action within ten (10) days after receipt of the notification of lay-off using form LP-2, in the manner prescribed by the Personnel *Officer.*

14.2.12 Employee Reinstatement

When an individual is reinstated he or she shall be entitled to:

a. retain his or her seniority date with an adjustment for the period of lay-off. The employee shall not accrue employment seniority while on a reinstatement list.
b. accrue vacation leave currently in effect based on the recalculated hire date.
c. have any unused sick leave reinstated.
d. retain the same salary range and step they held at the time of the lay-off (if the individual is reinstated into the job classification from which he or she was laid-off).
e. be assigned to the salary range of the new classification in the step closest to the salary he or she earned at the time of the lay-off (for individuals reinstated into a job classification other than the classification from which they were laid-off).

14.2.13 Probationary Period During Lay-offs

An individual reinstated into the classification from which he or she was laid-off while still a probationary employee shall complete, upon return to the job, the remaining portion of their probationary period, if any, in effect at the time of the lay-off. Similarly, reinstated employees shall complete the appropriate work time necessary to attain a higher vacation leave accrual rate or to become eligible for a salary step increase, if such changes are possible.

14.2.14 Appeals

An employee may appeal actions taken or interpretations made pursuant to the procedures described in this Rule as provided in Personnel Rule 14.7. Determinations by the City Council relative to when and in what classifications lay-offs are to occur shall not be matters subject to the appeal procedures.

14.3 Interpretation

In applying this layoff procedure to employees the City shall:

a. Utilize a 24-month reinstatement period.
b. Allow individuals removed from a reinstatement list to be reinstated if there was valid reason(s) for the City being unable to contact them.
c. Break seniority ties by lottery.

14.4 Mediation

Prior to the submittal of a disciplinary appeal to the Personnel Board pursuant to Personnel Rule 14, either the City or appellant may request the matter be submitted to mediation. Upon such request, time limits shall be stayed pending completion of the mediation process. The State Mediation and Conciliation service shall be contacted to assign a mediator. The mediator shall, in a confidential process, attempt to help the City and appellant reach a mutually acceptable resolution. If no resolution is reached the appeal process shall continue as outlined in the Personnel Rules without reference to the mediation process or discussions

ARTICLE XV – ASSOCIATION TIME BANK

15.1 Association Time Bank

15.1.1 Association members shall donate three (3) hours of their vacation time, from the first pay period of each year to the Association Time Bank.

Additionally, the City shall deposit two hundred (200) hours annually on July 1, into the Association Time Bank.

15.1.2 Requests to use time from the bank must have prior approval from the President of the Association and made reasonably in advance. Approval will be subject to the operational necessity of the department.

15.1.3 Time may be used for:

a. Bargaining preparation.
b. Association meetings.
c. Association training/conferences.

ARTICLE XVI – REOPENERS

ARTICLE XVII OTHER COMPENSABLE ITEMS

17.1 Other Compensable Items Not Set Forth Herein

17.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on July 1, 2017, unless determined otherwise by the Woodland City Council in Accordance with law or required otherwise by law.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 5th day of July, 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

Attachment: Exhibit A

Exhibit A – Salary Schedule
Woodland Professional Police Officers Association
Effective July 1, 2017
2% Increase

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP
Community Services Officer *	Base	P	$3,605.77	$3,786.05	$3,975.35	$4,174.13	$4,382.83	$4,601.98	
Crime Prevention Specialist *	Base	P	$3,605.77	$3,786.05	$3,975.35	$4,174.13	$4,382.83	$4,601.98	
Police Officer **	Base	P	$5,477.98	$5,751.87	$6,039.47	$6,341.45	$6,658.52	$6,991.44	$7,341.02
Police Records Specialist *	Base	P	$3,200.44	$3,360.44	$3,528.48	$3,704.90	$3,890.15		
Senior Police Records Specialist *	Base	P	$3,520.48	$3,696.50	$3,881.33	$4,075.41	$4,279.19		

Effective January 1, 2018
1% Increase

CLASSIFICATION	RANGE NO.	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP
Community Services Officer *	Base	P	$3,641.82	$3,823.91	$4,015.10	$4,215.87	$4,426.66	$4,648.00	
Crime Prevention Specialist *	Base	P	$3,641.82	$3,823.91	$4,015.10	$4,215.87	$4,426.66	$4,648.00	
Police Officer **	Base	P	$5,532.76	$5,809.39	$6,099.86	$6,404.86	$6,725.10	$7,061.35	$7,414.43
Police Records Specialist *	Base	P	$3,232.45	$3,394.05	$3,563.76	$3,741.94	$3,929.05		
Senior Police Records Specialist *	Base	P	$3,555.68	$3,733.46	$3,920.14	$4,116.16	$4,321.98		

Future COLA's are contingent on CalPERS Unfunded Liability rates. Please refer to the City of Woodland published Salary Schedule.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: F.11
SUBJECT: Agreement with Woodland Police Supervisor's Association (WPSA)

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Supervisor's Association (WPSA) as described herein.

Fiscal Impact
The current labor agreement for the WPSA covers salary and benefits for 12 full-time equivalent positions at an annual cost of approximately $2.7 million. The terms of the proposed new contract are expected to result in a 9% increase in total compensation over the three-year period. This increase will add approximately $751,000 in total employee compensation costs, and adds $150,000 (averaging $53,000 per year) over the funding level assumed in the development of the FY2022/23 budget forecast. This bargaining group's costs are funded through the City's General Fund.

Background
The current labor agreement between the City and WPSA expired on June 30, 2022. In anticipation of this, the City began negotiating with WPSA on a successor labor agreement in February 2022, and reached a tentative agreement in mid-June. The tentative agreement was presented to and ratified by the MMPA membership, and tonight's recommended Council action would formally ratify the terms of the new three (3) year agreement with MMPA.

Discussion
The proposed agreement provides for increases in salaries and the cost of certain other benefits for covered employees while maintaining structural changes to the overall benefit package negotiated in prior agreements. The new contract also provides for ongoing stability in medical insurance rates, while at the same time providing adjustments reflecting anticipated cost of living adjustments and promoting retention and recruitment of employees.

The major terms of the contract are as follows:

Cost of Living Adjustments (COLAs)

- July 1, 2022 4.0%
- January 1, 2023 1.0%
- July 1, 2023 2.0%
- January 1, 2024 2.0%
- July 1, 2024 2.0%
- January 1, 2025 1.0%

Shift Differential Pay
Employees regularly assigned to work the swing shift will receive a shift differential of 2% of base pay for all regularly scheduled hours worked on the swing shift, and employees assigned to work the graveyard shift will receive a shift differential of 3% of base pay.

Medical Health Insurance
The City and WPSA have agreed to increases in the amount contributed by the City for health insurance. The contribution will increase by 6% on January 1, 2023 and 5% thereafter. The maximum monthly City contribution will be as follows:

Tier	1/1/2023	1/1/2024	1/1/2025
Employee Only	$930.15	$976.66	$1,025.49
Employee Plus One	$1,860.27	$1,953.28	$2,050.95
Employee Plus Family	$2,418.36	$2,539.28	$2,666.24

*If the CalPERS PORAC rates increase by more than ten percent (10%) in any given year, the City shall increase the contribution by fifty percent (50%) of the amount over the ten percent (10%) increase.

Retiree Medical
For employees hired after July 1, 2006, the City will increase its contribution to the Retiree Health Savings Plans (RHSP) from $50/month to $100/month.

Sick Leave Accrual
Sick leave accrual is increased from eight (8) hours per month to ten (10) hours per month.

Conclusion
Staff recommends that the City Council adopt Resolution No. _____, implementing a three (3) year agreement (July 1, 2022 to June 30, 2025) with the Woodland Police Supervisor's Association (WPSA) as described herein.

Prepared by: Sheila McShane, Human Resources Manager

Approved by: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:
1. MOU Police Supvr Final

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF WOODLAND

AND THE

WOODLAND POLICE SUPERVISORS ASSOCIATION

July 1, 2022– June 30, 2025

MEMORANDUM OF UNDERSTANDING
CONCERNING POLICE SUPERVISORS ASSOCIATION
OF THE
CITY OF WOODLAND

The City of Woodland and the Woodland Police Supervisors Association, representing employees employed by the City of Woodland in the classifications of Police Sergeant by and through their authorized representatives, hereby ratify as and for a Memorandum of Understanding the attached Resolution entitled "A Resolution of the City Council of the City of Woodland Approving Certain Terms and Conditions for Police Supervisor Employees' and the exhibits appended hereto, and recommend that the same be adopted by the City Council of the City of Woodland. Provisions outlined in this Resolution shall be incorporated into the City's adopted Personnel Rules and Regulations and, thereafter, the attached Resolution shall be used for the purpose of interpreting the specific rules and regulations addressed. In resolving questions of interpretation the Resolution shall in all cases be the primary source.

DATED: ____________________

______________________________   ______________________________

Representative of the Woodland
Police Supervisors Association

Representative of the
City of Woodland

The foregoing Resolution and exhibits appended thereto hereby are approved by the City Council of the City of Woodland on this 5th day of July 2022.

____

Mayor

RESOLUTION NO.______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR POLICE SUPERVISORS ASSOCIATION

Table of Contents

ARTICLE I 7
GENERAL PROVISIONS 7
1.1 Application 7
1.2 Term 7
1.3 Purpose 7
1.4 Peaceful Performance 7
1.5 Negotiations 7
ARTICLE II 8
COMPENSATION 8
2.1 Salary 8
2.2 Uniform Allowance 8
2.4 Personal Property 8
2.5 City Equipment and Clothing Return 9
2.6 Call-Back Duty 9
2.7 Departmental Meetings and Training 9
2.8 Overtime Pay 10
2.10 Court Appearance Policy 11
2.11 Emergency Stand-By 12
2.12 Longevity Pay 13
ARTICLE III 13
SPECIAL ASSIGNMENTS 13
3.1 Special Assignment Rotation 13
3.2 Bilingual Pay 13
3.2.1 The City shall maintain the existing bilingual policy. Bilingual pay shall be One Hundred and Fifty ($150.00) Dollars per month. City will explore the addition of other languages as appropriate, including sign language. 13
3.3 Shift Differential 13
3.3.1 All employees who are regularly assigned to work the swing shift shall receive a shift differential in the amount of an additional two percent (2%) of their base rate of pay for all regularly scheduled hours worked on the swing shift. 13
All employees who are regularly assigned to work the graveyard shift shall receive a shift differential in the amount of an additional three percent (3%) of their base rate of pay for all regularly scheduled hours worked on the graveyard shift. 13
ARTICLE IV 14
EDUCATIONAL INCENTIVE 14
4.1 POST Certificates and Educational Pay 14
4.2 Professional Growth Incentive 15
4.3 Training and Travel Expenses 15

ARTICLE V 16
WELLNESS PROGRAM 16
ARTICLE VI 16
6.1 Medical Insurance 16
5..2 Medical Insurance Upon Retirement 18
6.3 Retirement Health Savings Plan 20
6.4 Long Term Disability Insurance 20
6.5 Sick Leave 20
6.6 Vision/Optical 21
6.7 Life Insurance 21
6.8 Flexible Spending Account 21
6.9 Use of Tobacco Products 21
ARTICLE VII 21
LEAVES 21
7.1 Holidays 21
7.2 Vacation 21
7.3 Vacation Accrual 22
7.4 Vacation Accumulation 22
7.5 Bereavement Leave 22
7.6 Other Leave 22
7.7 Catastrophic Leave Bank 22
ARTICLE VIII 23
WORK HOURS 23
8.1 Patrol Work Schedule 23
8.2 Alternate Work Schedules 23
ARTICLE IX 24
9.1 Light/Limited Duty 24
ARTICLE X 24
PERS RETIREMENT 24
10.1 PERS Retirement Safety Employee 24
10.2 PERS Non Safety – Miscellaneous Members 26
ARTICLE XI 28
EMPLOYMENT PROBATION 28
11.1 Probation 28
ARTICLE XII 28
MISCELLANEOUS 28
12.1 No Discrimination 28
12.2 Modification 28
12.3 Separability of Provisions 28
ARTICLE XIII 29
MANAGEMENT RIGHTS 29
13.1 Management Rights 29
ARTICLE XIV 29
SURVEY AGENCIES 29
14.1 Survey Agencies 29
ARTICLE XV 30

OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN......................................30
15.1 Other Compensable Items Not Set Forth Herein..30
Exhibit A – Salary Schedule...32

ARTICLE I
GENERAL PROVISIONS

1.1 Application

1.1.1 This resolution applies to the employees of the City of Woodland in the following classifications: Police Sergeants. Effective October 2015 the MOU was modified to include the Crime Intelligence Analyst and Police Records Supervisor classifications.

1.2 Term

1.2.1 Except where the context otherwise determines or otherwise provides, the provisions of this Resolution shall apply from July 1, 2022 to June 30, 2025 and or such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the Woodland City Council after good faith negotiations pursuant to the Meyers-Milias-Brown Act (MMB).

1.3 Purpose

1.3.1 The purpose of this Resolution is to provide certainty in payment of employee compensation during the term of this Agreement.

1.4 Peaceful Performance

1.4.1 The Association agrees that during the term of this Memorandum of Understanding neither it nor the employee it represents will engage in, encourage, sanction, support, any:

a. strikes,
b. mass resignations,
c. mass absenteeism,
d. picketing which would involve suspension of or interference with normal work of this department, or,
e. any other similar actions which could involve suspension of or interference with any work of this department.
f. This clause will specifically expire on June 30, 2025.

1.5 Negotiations

1.5.1 The City and Association agree to begin negotiations for a successor agreement no later than April 15, 2025.

ARTICLE II
COMPENSATION

2.1 Salary

2.1.1 During the term of this agreement, represented employees shall receive the following increases: COLA's

- Effective July 1, 2022, four percent (4%) salary increase.
- Effective January 1, 2023, one percent (1%) salary increase.
- Effective July 1, 2023, two percent (2%) salary increase.
- Effective January 1, 2024, two percent (2%) salary increase.
- Effective July 1, 2024, two percent (2%) salary increase
- Effective January 1, 2025, one percent (1%) salary increase

2.2 Uniform Allowance

2.3.1 For the purchase and maintenance of required uniforms, and rain gear employees will receive an annual allowance of $900.00. The City agrees it will not require class "A" uniforms (as described in the Police Mid Management MOU) for the Sergeant classification during the term of this agreement. This amount is paid monthly on a pro rata basis.

2.3.2 If a non-sworn employee is required to wear a uniform, with the approval of the Public Safety Chief or their designee, the employee will be required to purchase and maintain the required uniforms, and rain gear. The employee will receive an annual allowance of $900.00. This amount is paid monthly on a pro rata basis.

2.3.3 The City will replace soft body armor within six (6) months of the expiration of the manufacturer's warranty.

2.4 Personal Property

2.4.1 Personal property which is destroyed or damaged in the course of employment shall be repaired or replaced.

2.4.2 Personal property are those items necessary during job-related activities. Items include uniforms, eyeglasses, false teeth and watches.

2.4.3 Personal property shall not include those items not required for job related activities. Items not included are necklaces or chains, earrings, bracelets, and other jewelry.

2.4.4 The total payable claims for eye glasses shall be $175.00 per occurrence. The total payable claims for watches shall be $50.00 per occurrence.

2.4.5 The procedure for the repair or replacement of damaged personal property shall be the same for City property as described in the Department's Operations and Procedures Manual.

2.5 City Equipment and Clothing Return

2.5.1 All City furnished equipment remains in the ownership of the City and must be returned when employee leaves employment.

2.5.2 Unit employees will be provided with pagers and cellular phones in accordance with Department Policy.

2.5.3 Disposition of Service Weapon

Upon a disability or service retirement each sworn employee shall be given the opportunity to purchase their issued service weapon without magazines, as long as they have a minimum of ten (10) years of service with the City. The purchase price of the service weapon shall be based on the following number or years of service to the City.

Years of Service	Cost of Weapon
10	$100.00
15	$ 50.00
20 or more	$ 1.00

Purchasing the service weapon at the time of retirement may be denied for a psychological or stress related disability retirement.

The employee shall pay all transfer fees changing ownership from the City to the employee.

2.6 Call-Back Duty

2.6.1 All represented employees called back to duty or required to appear in court for hours not contiguous to their shift shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay for four (4) hours or the number of hours actually spent on duty or in court, whichever is greater.

2.6.2 Call-back minimum compensation shall not be provided to employees who are called back to correct incomplete or substandard work. Employees will not be called back to correct faulty work if the correction can reasonably await the start of the employee's next regularly scheduled shift. If an employee is called back to correct incomplete or substandard work, normal overtime shall be paid.

2.7 Departmental Meetings and Training

2.7.1 Employees on their day off who are required to attend a meeting or training will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for a minimum of four (4) hours.

2.7.2 When an employee is required to attend a scheduled meeting on a regularly scheduled duty day and there is less than eight hours between the time an officer went off duty and his/her next regularly scheduled shift, compensation will be at the rate of one and one half (1-1/2) times their hourly rate for a minimum of four (4) hours.

2.7.3 A required scheduled meeting requires personal notification to the employee at least forty-eight (48) hours prior to the meeting time.

2.7.4 Employees required to attend a scheduled meeting on a regularly scheduled duty day where the time of occurrence is contiguous with the beginning or ending of the employee's shift, will be compensated at the rate of one and one-half (1-1/2) times their hourly rate for the actual time spent in attendance.

2.7.5 Contiguous means connected to the employee's regular duty schedule, or if the meeting or duty day were continued, it would have been contiguous to the employee's regular duty schedule and would be less than four (4) hours.

2.7.6 Employees required to attend a scheduled meeting on a regularly scheduled duty day where there has been more than eight (8) hours between the conclusion of their last duty shift and the scheduled meeting, shall be compensated at the rate of one and one half (1-1/2) times their hourly rate of pay for a minimum of four (4) hours. However, in no event will an officer be compensated for more than would result if the meeting or assignment were scheduled in a way as to be contiguous with the officer's regularly scheduled shift. (Example: If an officer was off duty at 12 midnight and was required to attend a meeting at 1:00 p.m. which lasted until 2:00 p.m., and who was scheduled to return to work at 3:00 p.m., the maximum compensation allowable would be two (2) hours at one and one-half (1-1/2) times.)

2.7.7 If an employee volunteers for a committee assignment, and the particular committee is scheduled to meet on the officer's day off, the officer may attend the committee meeting and be compensated at one and one-half (1-1/2) times their hourly rate for the actual time in attendance at the meeting.

2.8 <u>Overtime Pay</u>

2.8.1 Employees who work in excess of their standard work day ***or forty (40) hours per week*** shall be compensated for such overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. ***Paid time off shall be counted as hours worked for overtime calculation purposes.***

2.8.2 If the Department cancels prescheduled and posted overtime with less than 48 hours' notice, on an employee's regularly scheduled day off, the City shall pay the employee $140.00 for the cancellation. Only one occurrence can be claimed for any one day off.

If the overtime is canceled with less than 48 hours' notice and the overtime was on the day of a regular duty shift, the employee shall be paid at the rate of $80.00 per occurrence. Only one occurrence can be claimed per day.

2.8.3 Overtime may be taken in cash or in the form of compensatory time off. Compensatory time off is set forth in Section 2.9 below.

2.8.4 All training assignments occurring outside of regular duty hours shall be compensated at one and one-half (1-1/2) times the hourly rate of pay for the actual time spent in mandatory departmental training.

2.9 Compensatory Time

2.9.1 Definition: As used in this section, the term compensatory time refers to that time which an employee is entitled to be absent from their duty with pay for hours worked in addition to or excess of their normal work schedule.

2.9.2 Use:

2.9.2.1 Requests for compensatory time off must be made no earlier than fourteen (14) days in advance of the requested time off. In cases where overtime or additional staffing will be required to cover the absence, requests must be submitted no later than 5 days in advance of the requested CTO. The Division Head or designee will respond within 72 hours of having received the CTO request.

2.9.2.2 Once compensatory time is approved, authorization cannot be rescinded, except in the case of an emergency.

2.9.3 Payment: Once eighty (80) hours of compensatory time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period must be recorded on the timecard as overtime pay. At the end of each calendar year, all compensatory time will be carried forward (up to seventy (70) hours maximum), unless the employee's elects to have the compensatory balance paid. Cariedy over compensatory time and accumulated compensatory time cannot exceed the eighty (80) hour maximum.

2.10 Court Appearance Policy

2.10.1 Employees who are served a subpoena for a criminal matter will call their individual voice mail box to determine if the appearance has been canceled or continued to another date and time. The call must be made before the scheduled appearance. For the morning calendar, the employee must call by 1700 the prior day for a 9:00 a.m.

appearance. For hearings scheduled in the afternoon, the employee must call at 12:00 pm. Afternoon cancellations and continuances will be made by 12:00 pm.

2.10.2 If canceled or continued to another day or another time, the Court Liaison, the District Attorney, or Department representative will leave a message to that effect on your individual voice mailbox. If the employee is not canceled, the employee is required to make the appearance as directed on the subpoena.

2.10.3 The Court Liaison Unit is required to maintain accurate records of all subpoenas issued. These records include subpoenas canceled and continued. These records are presumed to be accurate based on the track record of the Court Liaison Unit. The Court Liaison Unit will forward a copy of their subpoena records weekly to the Day Shift Patrol Lieutenant or other designated person. These records will be used to verify claims for compensation for all court appearances. Employees who dispute Court Liaison records may rebut the presumption with proper proof to the Patrol Lieutenant. The Patrol Lieutenant's findings are final.

2.10.4 If an employee makes an appearance for a case which has been canceled or continued and the message was delivered by the Court Liaison, the District Attorney or the Department representative to the employee's voice mailbox in the time frames described above, there is no compensation for that appearance.

2.10.5 If the subpoena was canceled with less than 48 hours' notice and the subpoena was issued for a regularly scheduled day off, compensation shall be paid at the rate of $140.00 per occurrence. Only one occurrence can be claimed for any one day off.

2.10.6 If the subpoena was cancelled with less than 48 hours' notice and the subpoena was issued for a regularly scheduled work day, outside of scheduled work hours for that day, compensation shall be paid at the rate of $80.00 per occurrence. Only one occurrence can be claimed for any one workday.

2.11 <u>Emergency Stand-By</u>

2.11.1 Sergeants shall be available, as designated by a written schedule approved by the Chief of Police, or his designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for stand-by compensation shall be made only when an employee has been assigned to stand-by.

2.11.2 Sergeants shall be paid two dollars ($2.00) per hour for any hours assigned to stand-by duty. During the time Sergeants are being compensated for emergency call-back, stand-by will not apply. Stand-by duty requires that the officer:

a. Be ready to respond immediately to calls for service;
b. Be reachable by telephone, pager or vehicle radio;
c. Remain a reasonable distance (45 minutes driving time) from the City; and,

d. Refrain from activities which might impair the ability of the officer to perform the assigned duties.

2.11.3 "Stand-by" duty differs from other assignments in which an employee may be equipped with a pager to facilitate contact. In those instances, employee's activities and response distance are not restricted; therefore, they are not eligible for emergency stand-by compensation.

2.12 <u>Longevity Pay</u>

2.12.2 Effective July 1, 2017

a. Employees with 12 years completed service will receive an additional 2.5% of base pay as a retention incentive; and

b. Employees with 17 years completed service will receive an additional five (5%) percent of base pay as a retention incentive (not cumulative).

ARTICLE III
SPECIAL ASSIGNMENTS

3.1 <u>Special Assignment Rotation</u>

3.1.1 Every reasonable effort will be made to align special assignments with shift rotations.

3.2 <u>Bilingual Pay</u>

3.2.1 The City shall maintain the existing bilingual policy. Bilingual pay shall be One Hundred and Fifty ($150.00) Dollars per month. City will explore the addition of other languages as appropriate, including sign language**.**

3.3 <u>Shift Differential</u>

3.3.1 All employees who are regularly assigned to work the swing shift shall receive a shift differential in the amount of an additional two percent (2%) of their base rate of pay for all regularly scheduled hours worked on the swing shift.

All employees who are regularly assigned to work the graveyard shift shall receive a shift differential in the amount of an additional three percent (3%) of their base rate of pay for all regularly scheduled hours worked on the graveyard shift.

ARTICLE IV
EDUCATIONAL INCENTIVE

4.1 POST Certificates and Educational Pay

4.1.1 Subject to the limitation in 4.1.1.6:

4.1.1.1 Employees shall receive an additional two and one-half (2.5%) percent of base pay for holding a POST Advanced Certificate.
4.1.1.1.1 Effective January 1, 2019 Advanced Certificate Pay will increase to 4%

4.1.1.2 Employees shall receive an additional two and one half (2.5%) percent of base pay for holding a POST Supervisory certificate.
4.1.1.2.1 Effective January 1, 2019 Post Supervisor Certificate pay will be 5%.

4.1.1.3 For up to four (4) years after promotion to Sergeant, employees shall continue to receive an additional two and one half (2.5%) percent of base pay for holding a POST Intermediate certificate. Additional pay for POST Intermediate certificate shall terminate upon receipt of the POST Supervisory certificate or four (4) years whichever comes first.

4.1.1.4 Employees in the class of Police Records Supervisor will receive an additional two and one-half (2.5%) percent of base pay for holding and maintaining a valid POST Records Supervisor Certificate.

4.1.1.5 Employees in the class of Crime Intelligence Analyst and will receive an additional two and one-half (2.5%) percent of base pay for holding Crime and Intelligence Analysis Certificate Program.

Effective July 1, 2019, the Crime Intelligence Analysis Certificate pay will be 4%.

Bachelor Degree. Effective July 1, 2017, employees shall receive an additional 2.5% of base pay rate for having a Bachelor's Degree; excludes classification(s) which require Bachelor's degree as minimum requirement

4.1.1.6 The maximum increase under this section shall be 7.5 percent of base pay total.

Effective January 1, 2019 the maximum increase under this section shall be 11.5%

4.2 Professional Growth Incentive

4.2.1 Employees covered by this Resolution are eligible to participate in the Professional Growth Incentive Program. Employees may receive a reimbursement for professional memberships, subscriptions, professional training (including travel, lodging and parking fees), attainment of academic degrees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors, computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), and personal digital assistants (PDA) and accessories, unless considered used mostly for personal entertainment. All such requests require advance approval by the City. Maximum reimbursement per fiscal year per employee shall be $625.00.

4.3 Training and Travel Expenses

4.3.1 The Woodland Police Supervisors Association and the City of Woodland mutually agree that education and training are one of the most important aspects of law enforcement. It is the desire of both entities to provide the members of the Woodland Police Department with the best training possible, while making it equitable to both the employee and the City. To accomplish this task, both entities agree to the following:

4.3.2 The employee being sent to the training, will convert the time spent in training, the travel time to and from the training and any additional hours required by the training to replace their normal duty hours. No additional compensation will be paid by the City. Accordingly, employees shall have their rate of pay adjusted in those instances to preclude any claim for additional compensation related to the travel/training assignment. If the employee is required to produce any other work not related to the training while away on training the employee shall be paid for that work at the normal rate of pay at one and one half (1 1/2) times their rate for the time actually spent. This will be agreed upon by the division commander and the employee prior to the training leave.

4.3.3 At the discretion of the department, the employee shall be given his or her normal days off either before or after the training period to total the normal number of days off in that month's work cycle.

4.3.4 The City will determine the mode of transportation that will be used by the employee attending the out-of-town training. This mode may be by airplane, train, bus, taxi, ride-share, rental vehicle, City vehicle, or the employee’s personal vehicle. If the employee drives their personal vehicle, the employee will be paid for the actual mileage driven by the employee to the lodging, or the training facility. If the employee stays overnight at a lodging facility, the employee will be paid mileage to and from the lodging facility and the training facility, each day. The rate of pay will be determined by the City. No other transportation costs will be paid by the City. If the employee chooses to drive their own vehicle, they will be compensated in accordance with the Travel Policy up to a maximum of current air fare to the destination or on a per mile basis, whichever is the less. If training is reimbursed by POST, employees may get the maximum rate for mileage by either POST or the City, whichever is greater.

4.3.5 Meals while away on training will be provided as agreed upon in the City's Travel and Travel Reimbursement Policy.

ARTICLE V
WELLNESS PROGRAM

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ARTICLE VI
MEDICAL AND RELATED BENEFITS

6.1 <u>Medical Insurance</u>

6.1.1 The City shall make available to all unit employees, the CalPERS medical insurance program. Employees shall have the option of enrolling in any of the plans provided by CalPERS. The city has the right to explore other options outside of CalPERS for Health Insurance. The Association reserves the right to meet and confer over any options.

6.1.2 For Employees **hired *before* July 1, 2006**, the City provides a two tier medical benefits program:

- Tier One: Employee Only and Employee plus One
- Tier Two: Employee plus Family

Employees hired before July 1, 2006 who provide proof of dual coverage under PERS or there medical insurance program may decline to accept medical coverage. These employees shall be eligible for a payment of $565 per month. Effective July 1, 2017, the eligible payment will be decreased to $405 per month. For those employees who are currently receiving the payment of $565 they will continue until they are no longer eligible for this benefit

6.1.3 For Employees **hired *on or after* July 1, 2006**, the City provides a three tier medical benefits program:

- Tier One: Employee Only
- Tier Two: Employee plus One
- Tier Three: Employee plus Family

6.1.3.1 Employees hired after July 1, 2006 who provide proof of dual coverage under PERS or other medical insurance programs may decline to accept medical coverage. These employees shall be eligible for a payment of $405 per month.

6.1.4 The City's medical contribution will increase by 6% on January 1, 2023, and will increase by 5% annually thereafter. City contribution would be as shown below:

Tier	Employee Only	Employee + One	Employee + family
January 1, 2023	$930.15	$1,860.27	$2,418.36
January 1, 2024	$976.66	$1,953.28	$2,539.28
January 1, 2025	$1025.49	$2,050.95	$2,666.24

6.1.4.1 If the CalPERS PORAC rate increases by more than ten percent (10%) in any given year, the City shall increase the contribution amounts in 6.1.4 by fifty percent (50%) of the amount over the ten percent (10%) increase.

6.1.5 The City shall contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

6.1.5.1 Effective January 1, 2023hrough December 31, 2023 the City shall contribute the following amounts towards employee medical insurance coverage and cafeteria plan benefit:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	$151.00	Note 3	$930.15
Employee plus one	$151.00	Note 3	$1860.27
Employee plus family	$151.00	Note 3	$2418.36

Note 1: Per paragraph 6.1.2 above, employees hired before July 1, 2006 who qualify for the "Employee only" tier shall receive medical insurance coverage and cafeteria plan benefit equal to the "Employee plus one" tier.

Note 2: The Medical Benefit will be equal to the minimum established by the CalPERS Board (currently $155 from the January 2023 table). It is anticipated that this amount will be adjusted annually based on changes to the medical component of the CPI.

Note 3: Cafeteria Plan benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 4:For years 2024, and 2025, the Total Benefits amounts are identified in paragraph 6.1.4 above

5.2 Medical Insurance Upon Retirement

6.2.1 Employees who retire from the City may be eligible for Medical Insurance in accordance with the CalPERS Medical Plan. Dental, Vision and Long Term Disability Insurance is not provided to retirees.

6.2.2 For employees who were **hired *before* July 1, 2006**, with five (5) or more years of continuous City service who either retire and are eligible to receive benefits under the City's PERS plan or retire for disability under PERS shall be eligible for continued health and life insurance coverage subject to the following terms and conditions:

6.2.2.1 Employees 50 years old or older who separate from City service but postpone application to receive PERS retirement benefits must pay the premiums for any continued insurance coverage until the application for benefits is approved;

6.2.2.2 Insurance benefits levels to retirees will be equal to the schedule reflected in paragraph 6.1.4 above. Retirees who were hired before July 1, 2006, will receive a benefit equal to the "Total Benefit" reflected in 6.1.5 above; however, provisions of paragraphs 6.1.2.1 do not apply to retired employees;

6.2.2.2.1 Retirees who were hired prior to July 1, 2006 have a vested right to receive full medical insurance benefits in retirement equal to the total medical benefit provided to active employees. In the immediate case, such retirees shall receive the combined value of the medical benefit and the cafeteria plan benefit to equal the total benefit. In future cases, should the City again restructure its health care benefits, such retirees shall continue to receive the full value provided to active employees for health benefits irrespective of how they may subsequently be structured.

6.2.2.3 Life Insurance will be continued with the same benefit level and conditions as active employees except as adjusted according to the schedule outlined in the City's "Life Insurance Outline of Benefits" or in any modifications or other plans that replace the current plan;

6.2.2.4 Health Insurance coverage will be coordinated with Medicare when retirees become eligible;

6.2.2.5 Dental, Vision and Long Term Disability Benefits will not be offered or provided to retirees.

6.2.3 Employees who were **hired *on or after* July 1, 2006**, will receive medical insurance benefits in retirement as follows:

6.2.3.1 Insurance benefits levels to retirees who were hired after July 1, 2006, will receive a benefit equal only to the "Medical Benefit" reflected in 6.1.4 above; however, provision of paragraphs 6.1.2.1 do not apply to retired employees;

65.2.3.2 Retirement Health Savings Plan. The City of Woodland has established a program in which employees participate to save, on a tax deferred basis, money to help pay the cost of healthcare once an individual retires. The Retirement Health Savings Plan (RHSP) may be used for medical, dental and vision care as well as other healthcare expenses.

6.2.3.2.1 For employees hired on or after July 1, 2006, participation in the City's RHSP is mandatory.

6.2.3.2.2 Contributions: The City shall contribute $100 per month to the employee's RHSP account; likewise, the employee shall contribute $50 per month to their RHSP account. These contributions shall start after an employee has successfully completed their initial probationary period. However, upon successful completion of probation, the City shall contribute a lump sum of $100 per month for each month served in the employee's initial probation.

6.2.3.2.3 Initial Probationary Period. During an employee's initial probationary period with the City, neither the employee nor the City shall contribute to the employee's RHSP account. The initial probationary period is that probationary period when an employee is first hired. A probationary period is also in effect when an individual changes classification or is promoted to a higher classification; City and employee contributions to RHSP accounts will continue during such promotional probationary periods.

6.2.3.2.4 Conversion of Sick Leave. Once an employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to an employee's RHSP account. This results in all sick leave earned above 500 hours being changed to 5 hours per month (versus 10 hours) with the value of 5 hours of salary being contributed to the employee's RHSP account.

6.2.3.2.5 Employees hired prior to July 1, 2006, were provided, on a one-time, irrevocable basis, the opportunity to opt out of the City's retiree medical plan (paragraph 6.2.2). Employees who selected this option shall continue to participate in the City's retiree health savings plan under the terms set forth above in paragraph 6.2.3.2. For these employees, the City' contribution is $250 per month and the employee's contribution is $50 per month. At the employee's option, any portion of this $250 City contribution may be paid into an approved deferred compensation plan.

6.3 Retirement Health Savings Plan

6.3.1 The City agrees to allow this group to contribute towards a Retirement Health Savings Plan (RHSP) in addition to the amount contributed by employees in Section 6.2.3. These contributions shall be determined by the bargaining group. The City will not contribute to any additional contributions beyond what is defined in Section 6.2.3.2.

6.4 Long Term Disability Insurance

6.4.1 The WPSA shall provide long term disability for represented members. All represented employees will have $68.51 added to their monthly salary payment. The City will then provide a monthly disbursement to the Woodland Police Supervisors Association of $68.51 per Association member deducted from each employee's net pay (or such other amount as determined by the Association) and the WPSA will assume responsibility of making long term disability payments and any other related benefits from the City provided payment. The City's sole responsibility in the operation of the long-term disability insurance program shall be to deduct the designated amount. The WPSA shall hold harmless and indemnify the City for any liability as a result of implementation of this long-term disability insurance program.

6.5 Sick Leave

6.5.1 Sick Leave Accumulation

Regular full-time employees earn and accumulate sick leave at the rate of one (1) day (ten(10 hours) per month. An employee continues to earn sick leave while on any paid leave. There shall be no limit to the amount of sick leave credit an employee may accrue.

6.5.2 Use of Sick Leave

An employee eligible for sick leave is granted such leave for the following reasons:

a. Non service-related illness or injury to the employee or physical or mental incapacity of the employee due to non-service-related illness or injury.

b. Medical or dental office of hospital visits for examination, diagnosis, or treatment.

c. Up to 48 hours sick leave off with pay may be granted in the event of illness or disability or birth or adoption of a child of the employee's immediate family.

.5.3 Sick Leave

No lump sum payment shall be made for sick leave upon retirement, resignation, or discharge from employment with the City. Upon service retirement, however, accumulated sick leave shall be added to the length of time served for purposes of determining retirement benefits and shall include sick leave which accumulates during leave for non-service illness or injury.

6.6 Vision/Optical

6.6.1 The City agrees to provide vision insurance to unit employees with a fifteen dollar ($15) deductible.

6.7 Life Insurance

6.7.1 The City agrees to provide life insurance to unit employees in the amount of fifty thousand dollars ($50,000).

6.8 Flexible Spending Account

6.8.1 The City agrees to institute a qualified plan under Internal Revenue Code Section 125 for using pre-taxed dollars for payment of child care expenses, dependent care expenses, as well as health, dental or other related qualifying expenses.

6.9 Use of Tobacco Products

6.9.1 Employees hired after July 1, 2006 shall refrain from the use of all tobacco products during the term of their employment with the City. This section also applies to smokeless tobacco products.

ARTICLE VII
LEAVES

7.1 Holidays

7.1.1 Employees will receive 8.3 hours per month of vacation leave in lieu of holiday time off. The use and limitations of this additional leave is subject to the same rules and regulations pertaining to vacation leave.

7.1.2 If during the term of this Agreement the City Council officially recognizes any new dates as City holidays the City shall increase the vacation leave totals of each represented employee by a corresponding amount of hours.

7.2 Vacation

7.2.1 Employees who have sufficient accrued vacation shall have the option of receiving pay in lieu of time off for two (2) weeks of the accrued time, provided that they are taking at least one (1) consecutive week of vacation time off. Payment will be made at the straight time rate. No employee may buy-out more than two (2) weeks of vacation per fiscal year.

7.3 Vacation Accrual

7.3.1 Vacation accrual for Unit personnel shall be as follows:

Years of Service	Earned per Month	Earned per Year
0 to 3 years	6.7 hours	10 days
4 to 5 years	8.7 hours	13 days
6 to 10 years	10 hours	15 days
11 to 15 years	12 hours	18 days
16 and over	14 hours	21 days

7.4 Vacation Accumulation

7.4.1 Employees with less than ten (10) years of service may carry a vacation leave balance of no more than three hundred twenty (320) hours past January 1 of each year. Employees with ten (10) years' service or more may carry a vacation leave balance of no more than three hundred eighty-four (384) hours past January 1 of each year. Maximum vacation accumulation will be increased by 96 hours for the term of this agreement.

7.4.2 Vacation schedules shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee. Leave may be taken only after it has been earned.

7.5 Bereavement Leave

7.5.1 In the event of a death in the employee's immediate family, an employee may be granted time off charged to sick leave not to exceed five (5) working days per occurrence.

7.6 Other Leave

7.6.1 All other leave is provided for in the Personnel Rules and Regulations.

7.7 Catastrophic Leave Bank

7.7.1 With prior approval, vacation, CTO or holiday leave credits may be donated to a specified employee by one or more employee(s) to an employee when:

(a) The receiving employee faces financial hardship due to his/her injury or prolonged illness, or due to the injury and/or prolonged illness of the employee's spouse or member of his/her immediate family; and

(b) the receiving employee has exhausted all leave credits.

7.7.2 The transfer of vacation, CTO, or holiday leave credits must be made in one (1) hour increments or more. Donations shall be made on a form to be developed by the City and signed by the donating employee. Donations are irrevocable.

ARTICLE VIII
WORK HOURS

8.1 Patrol Work Schedule

8.1.1 The City will continue the 4-10 work schedule for the term of this agreement, unless the City provides prior notice and affords the Association the right to meet and confer.

8.1.2 Regular Duty Shift schedules, including starting and stopping times, will be designated by the Chief of Police or his/her designee. Once posted, work schedules will be changed only upon seventy-two (72) hours advance notice. Upon mutual agreement the 72-hour notice can be waived.

8.1.3 Paid leaves shall accrue at the current hourly rate. Time off shall be changed based upon the hours missed, i.e., one day equals ten (10) hours.

8.2 Alternate Work Schedules

8.2.1 In addition to the Patrol Work Schedule established in Section 8.1 above, the Chief of Police may establish alternative work schedules for employees of his/her department.

8.2.2 For purposes of this section, alternative work schedules may include, but not be limited to:

8.2.2.1 Alternate Work Week - A biweekly work schedule consisting of eighty (80) hours of work (over a 14 day period) in no fewer than eight (8) work days, and with no more than ten (10) hours scheduled on any work day.

8.2.2.2 Flex Time Schedule - A weekly work schedule consisting of forty (40) work hours during a seven day work period at other than traditionally scheduled hours for the assigned shift.

8.2.2.3 Note that for non-sworn personnel, any alternative or flex time schedule must provide that employees will be scheduled to work no more than forty (40) hours per seven (7) day work period.

8.2.2.4 Other schedules approved by the Chief of Police.

8.2.3 Alternative work schedules may be discontinued by the Chief of Police at any time if it is determined that such schedules inhibit the efficiency or maintenance of City operations and/or services. At the request of affected employees, or the Association the Chief of Police shall meet and discuss the discontinuance of an alternative work schedule prior to terminating the schedule. The City may eliminate the schedule with advance notice. However, upon mutual agreement; the advance notice can be waived.

8.2.4 Meal Breaks
When the Police Department building is staffed 24 hours a day, seven days a week, represented employees shall receive a paid thirty (30) minute lunch break and shall remain on duty during meal breaks.

In the event the building's standard operating hours are less than 24/7, non-sworn employees shall receive an unpaid thirty (30) minute lunch/meal break. Employees subject to call back who miss their meal break are not entitled to overtime. Employees must have supervisor approval to work through their lunch/meal break.

ARTICLE IX
LIGHT/LIMITED DUTY

9.1 <u>Light/Limited Duty</u>

9.1.1 When due to injury or illness, whether or not the injury or illness is work related, an employee is unable to perform his/her usual duties, the employee may work in a light/limited duty capacity if the department determines such work is available.

9.1.2 An employee may work light/limited duty only upon authorization of the employee's attending physician or a properly appointed City physician, and only to the extent that the employee's illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees.

9.1.3 If light/limited duty is available, and the employee is cleared by an attending physician, or a properly appointed City physician to perform such work, he/she shall accept light/limited duty. Every reasonable effort will be made to allow the employee to work light/limited duty on the same shift to which he/she is assigned for up to a period of one (1) week. Following the one (1) week period, light/limited duty assignments will be made in accordance with the best interests of the department.

ARTICLE X
PERS RETIREMENT

10.1 <u>PERS Retirement Safety Employee</u>

10.1.1 The City will continue its participation in the Public Employee's Retirement System during the term of this agreement.

10.1.2 Regular Safety Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

10.1.2.1 Tier 1: Employees hired by the City of Woodland on or before June 30, 2012 are eligible for the 3.0% @ 50 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.

10.1.2.2 Tier 2: Employees hired by the City of Woodland on or after July 1, 2012 and before January 1, 2013 or who are new hires to the City of Woodland and are legacy/classic members determined by CalPERS are eligible for the 3.0% @ 55 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.1.2.3 Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2.7% @ 57 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.1.3 PERS Employee Contribution towards Employees Share of Retirement cost.

10.1.3.1 Tier 1: Effective October 1, 2011, employees shall pay the full 9% of pensionable salary of the employee share towards the 3.0%@50 CalPERS retirement pension program.

10.1.3.2 Tier 2: Effective July 1, 2012, employees shall pay the full 9% of pensionable salary of the employee share towards the 3.0%@55 CalPERS retirement pension program.

10.1.3.3 Tier 3: (PEPRA) employees shall pay 50% of the normal cost as determined by CalPERS towards the 2.7%@57 CalPERS retirement pension program.

10.1.4 Employee Contribution towards Employer Cost.

10.1.4.1 Tier 1 and Tier 2 employees:

10.1.4.1.1 The City shall withhold 4% of salary to help pay for the cost of the enhanced 3.0%@ 50 retirement formula and the 3.0%@ 55.

10.1.4.1.2 Effective August 4, 2015 the City amended the CalPERS contract to increase the PERS Cost Share of 4% by .887% to a total of 4.887%.

10.1.4.1.3 Effective July 1, 2013, employees shall pay an additional 3% towards the employers PERS contribution.

10.1.4.1.4 Tier 1 and Tier 2 employees pay a total of 16.887% towards the PERS contribution.

10.1.5 The City has amended its contract with PERS to include the military buy-back option (Section 20930.3) for employees.

10.1.6 The City shall continue reporting the employees' retirement contribution (nine (9%) for Safety as special compensation. Pursuant to Section 20023 (c)(4) of the Public Employees Retirement Law, these retirement contributions (nine (9%) percent shall then be considered compensation for retirement purposes. Effective September 7, 2011, the City shall discontinue reporting the employees' retirement contribution (nine (9%) for Safety as special compensation.

10.1.7 The City will provide the PERS 1959 Survivor Benefit, Level IV.

10.1.8 The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow the PERS payments to be done on a pre-tax basis.

10.1.9 The City will requested from PERS an actuarial estimate for the Pre-retirement Option 2 Death Benefit option. The City and WPSA executed a side letter of agreement addressing the steps to be taken upon receipt of the actuarial study. Effective September 1, 2010, the City has amended its contract with PERS to provide the Pre-retirement Option 2W Death Benefit.

10.2 <u>PERS Non Safety – Miscellaneous Members</u>

10.2.1 Miscellaneous Employees of the City of Woodland fall under one of the three CalPERS Pension formulas as follows:

10.2.1.1 Tier 1: Employees hired by the City of Woodland on or before December 4, 2012 are eligible for the 2.7% @ 55 CalPERS retirement pension program calculated at the single highest year pensionable compensation formula.

10.2.1.2 Tier 2: Employees hired by the City of Woodland on or after December 5, 2012 and before January 1, 2013 or who are new hires to the City of Woodland but are legacy/classic members determined by CalPERS are eligible for the 2% @ 60 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.2.1.3 Tier 3: Public Employees' Pension Reform Act (PEPRA) Employees hired on or after January 1, 2013 and who are not CalPERS legacy/classic members are eligible for the 2% @ 62 CalPERS retirement pension program calculated at the three-year average pensionable compensation formula.

10.2.2 PERS Employee Contribution towards Employee's Share of Retirement cost.

10.2.2.1 Tier 1: Employees shall pay the full 8% of pensionable salary of the employee share towards the 2.7%@55 CalPERS retirement pension program.

10.2.2.2 Tier 2: Employees shall pay the full 7% of pensionable salary of the employee share towards the 2%@60 CalPERS retirement pension program.

10.2.2.3 Tier 3: (PEPRA) employees shall continue to pay 50% of the normal cost as determined by CalPERS towards the 2%@62 CalPERS retirement pension program.

10.2.3 Employee contribution to Employers Cost of CalPERS Retirement Pension Program.

10.2.3.1 Employees in Tier 1 and Tier 2, the City shall withhold 3% of salary to help pay for the cost of the enhanced 2.7% @ 55 retirement formula and the 2% @ 60.

10.2.3.2 Employees in Tier 1 and Tier 2 shall pay an additional 3% towards the employers PERS contribution.

10.2.3.3 Tier 1 employees pay a total of 14% towards the PERS contribution, and Tier 2 employees pay a total of 13% towards the PERS contribution.

10.2.4 The City provides the 1959 Survivor's Security Benefit as specified in the Government Code, Section 21574. This benefit provides a monthly allowance to certain eligible survivors of an employee who dies prior to retirement.

10.2.5 The City provides the sick leave conversion benefit as specified in the Government Code, Section 20965.

10.2.6 The City has adopted a resolution pursuant to IRS Code Section 4.14(h)(2) to allow the PERS payments to be done on a pre-tax basis.

ARTICLE XI
EMPLOYMENT PROBATION

11.1 Probation

11.1.1 All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his/her direction, the Police Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

11.1.2 The probationary period for new Police Supervisory employees shall be one (1) year following promotion or selection.

11.1.3 Any employee who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause. The probationary period for promoted employees shall be twelve (12) months.

11.1.4 The Police Chief may extend the probationary period in three (3) month increments not to exceed one (1) year if he feels additional time is necessary to adequately evaluate the employee.

ARTICLE XII
MISCELLANEOUS

12.1 No Discrimination

12.1.1 The City and Association both agree not to discriminate against any employee because of membership or non-membership in the Association or because of any activities or lack of activity on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, sex, national origin, age, physical handicap, or mental handicap which does not prevent an employee from meeting the minimum standards established.

12.2 Modification

12.2.1 There will be no alteration or modification of any provision contained in this Memorandum without the consent of all parties hereto.

12.3 Separability of Provisions

12.3.1 Should any section, clause or provision of this Memorandum be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

ARTICLE XIII
MANAGEMENT RIGHTS

13.1 Management Rights

13.1.1 Nothing contained in this Memorandum of Understanding shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights: to determine the mission of its constituent department, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its employees; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which government operations are to be conducted; to take all necessary actions to carry out its mission in emergencies, including overtime; and to exercise complete control and discretion over the technology of performing the work. City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications.

13.1.2 The exercise by the City of the rights in the above paragraph does not preclude employees or their recognized organizations from filing a grievance regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XIV
SURVEY AGENCIES

14.1 Survey Agencies

14.1.1 The City and Association have agreed to utilize the following agencies in conducting compensation surveys:

Rocklin	
Davis	West Sacramento
Lodi	Yuba City
Manteca	Lincoln

ARTICLE XV
OTHER COMPENSABLE ITEMS NOT SET FORTH HEREIN

15.1 Other Compensable Items Not Set Forth Herein

15.1.1 Other items not set forth herein which are compensable as terms and conditions of employment of the employees covered by this Resolution shall continue to be compensated by the City of Woodland at the rate applicable on July 1, 2017, unless determined otherwise by the Woodland City Council in Accordance with law or required otherwise by law.

PASSED AND ADOPTED by the City Council this 5^{th} day of July, 2022 by the following vote:

AYES: :

NOES: :

ABSENT: :

ABSTAIN:

____

Mayra Vega, Mayor

ATTEST:

____

Ana Gonzalez, Woodland City Clerk

Exhibit A – Salary Schedule

Woodland Police Supervisors Association

Effective July1, 2022

4% Increase

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst	$5,491.01	$5,765.57	$6,053.84	$6,356.53	$6,674.35			
Police Records Supervisor	$5,150.93	$5,408.46	$5,678.89	$5,962.87	$6,261.02			
Police Sergeant	$7,527.24	$7,903.61	$8,298.79	$8,713.73	$9,149.42	$9,606.89	$10,087.24	$10,591.60
Police Records Manager	$5,716.01	$6,001.80	$6,301.88	$6,616.98	$6,947.83	$7,295.23		

Effective January 1, 2023

1% Increase

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst	$5,545.92	$5,823.23	$6,114.38	$6,420.10	$6,741.10			$0.00
Police Records Supervisor	$5,202.44	$5,462.55	$5,735.68	$6,022.49	$6,323.63			
Police Sergeant	$7,602.52	$7,982.65	$8,381.78	$8,800.87	$9,240.91	$9,702.96	$10,188.11	$10,697.52
Police Records Manager	$5,773.17	$6,061.82	$6,364.90	$6,683.15	$7,017.31	$7,368.18		

Effective July 1, 2023

2% Increase

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst	$5,656.83	$5,939.69	$6,236.67	$6,548.50	$6,875.92			
Police Records Supervisor	$5,306.48	$5,571.80	$5,850.39	$6,142.94	$6,450.10			
Police Sergeant	$7,754.57	$8,142.30	$8,549.41	$8,976.88	$9,425.73	$9,897.02	$10,391.88	$10,911.47
Police Records Manager	$5,888.63	$6,183.06	$6,492.20	$6,816.82	$7,157.66	$7,515.54		

Effective January 1, 2024

2% Increase

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst	$5,769.97	$6,058.49	$6,361.40	$6,679.47	$7,013.44			
Police Records Supervisor	$5,412.61	$5,683.23	$5,967.40	$6,265.80	$6,579.10			
Police Sergeant	$7,909.66	$8,305.14	$8,720.40	$9,156.42	$9,614.25	$10,094.96	$10,599.71	$11,129.69
Police Records Manager	$6,006.40	$6,306.72	$6,622.04	$6,953.15	$7,300.81	$7,665.85		

Effective July 1, 2024
2% Increase

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst	$5,885.37	$6,179.66	$6,488.63	$6,813.06	$7,153.71			
Police Records Supervisor	$5,520.87	$5,796.90	$6,086.75	$6,391.12	$6,710.68			
Police Sergeant	$8,067.85	$8,471.25	$8,894.81	$9,339.55	$9,806.53	$10,296.86	$10,811.71	$11,352.29
Police Records Manager	$6,126.53	$6,432.85	$6,754.48	$7,092.22	$7,446.83	$7,819.17		

Effective January 1, 2025
1% Increase

CLASSIFICATION	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Police Crime and Intelligence Analyst	$5,944.22	$6,241.45	$6,553.52	$6,881.19	$7,225.24			
Police Records Supervisor	$5,576.07	$5,854.87	$6,147.61	$6,455.03	$6,777.79			
Police Sergeant	$8,148.53	$8,555.96	$8,983.75	$9,432.94	$9,904.60	$10,399.83	$10,919.82	$11,465.81
Police Records Manager	$6,187.80	$6,497.18	$6,822.03	$7,163.14	$7,521.30	$7,897.36		

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	July 5, 2022
ITEM #:	F.12
SUBJECT:	Contract with Golden State Emergency Vehicle Service, Inc. for Fire Apparatus Maintenance and Repair Services.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the service agreement with Golden State Emergency Vehicle Service, Inc., with a total not to exceed the amount of $164,000 for the ongoing maintenance and repairs of fire apparatus.

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

Fiscal Impact:
The cost of the proposed service contract is $164,000, and has been included in the FY2022/23 Equipment Maintenance fund budget.

Background:
Over the last year, the Fire Department has begun to assume responsibility for apparatus maintenance and repairs from the City's Fleet Department.

Due to staffing issues, the City's Fleet Department has been unable to adequately service Fire apparatus for some time. This has resulted in delayed preventative maintenance as well as excessive out of service times and repetitive repairs due to lack of certified Fire Apparatus heavy equipment mechanics in Fleet's staff. Often, repairs were already being outsourced to Golden State Fire Vehicle Service due to a lack of qualified mechanics in the Fleet Department.

Due to these issues, the Public Works Director and Fire Chief, along with the City Manager and Finance Department, agreed that the best and most cost effective course of action to prevent further issues was to outsource all maintenance and repair to fire apparatus. As such, the Fire Department needs to enter into a contractual agreement with an apparatus repair facility to allow for timely and efficient repairs of apparatus.

Discussion:
Peirce Manufacturing, the builder of all of the Fire Department's frontline apparatus, has a few Peirce approved and certified repair facilities on the West Coast- the closest being Sacramento, Southern California, and Oregon. Due to the limited certified repair facilities, the Fire Department is requesting, per City of Woodland purchasing policy (3.32 140 B), a sole source contract with Golden State Emergency Vehicle Services, Inc., located in Sacramento.

Additionally, over the last year, the City has increasingly contracted with Golden State Emergency Vehicle Services on a case by case basis and Golden State for apparatus maintenance and repair and they have performed exemplary work and provided excellent customer service.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the service agreement with Golden State Emergency Vehicle Service, Inc., with a total not to exceed the amount of $164,000 for the ongoing maintenance and repairs of fire apparatus.

Prepared by: Jeran Scruggs, Management Analyst

Reviewed by: Eric Zane, Fire Chief

Ken Hiatt
City Manager

Attachments:

1. Resolution- Golden State Contract
2. Golden State Contract - Final

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AWARDING THE CONTRACT FOR MAINTENANCE AND REPAIR OF FIRE APPARATUS TO GODLEN STATE EMERGENCY VEHICLE SERVICE INC,. IN THE AMOUNT OF $164,000

WHEREAS, the City of Woodland wishes to enter into an agreement with Golden State Emergency Vehicle Service, Inc. for a maintenance and repair services for fire apparatus; and

WHEREAS, the City of Woodland has determined that a sole source contract is appropriated due to limited certified repair facilities; and

WHEREAS, the required funds have already been appropriated in the FY2022/23 budget.

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

The City Council hereby approves and awards the service contract with Golden State Emergency Vehicle Service Inc. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not exceed $164,000. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

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CITY OF WOODLAND
AGREEMENT FOR FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES

CM #	

This Agreement is made and entered into this **5th day of July, 2022** by and between the City of Woodland, a California municipal corporation ("City") and **Golden State Emergency Vehicle Service, Inc.** ("Contractor"). Contractor is retained as an independent contractor and is not an employee of the City. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Contractor desires to perform certain professional services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Fire Apparatus Maintenance and Repair** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

B. City desires to engage Contractor to render such services for the City's **Fire Apparatus Maintenance and Repair** project ("Project") as set forth in this Agreement.

AGREEMENT

1. SERVICES; SCHEDULE OF PERFORMANCE: The Services to be provided are the following: maintenance and repair services for fire apparatus, as directed by the City through its duly authorized representative in a signed writing, to City's reasonable satisfaction, in a prompt and expeditious manner.

2. STANDARD OF CARE: Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Contractor represents that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3. SUBSTITUTION OF KEY PERSONNEL: Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

Drew Frazell, Internal Support Manager
Or
Daron Wright, President/CFO

Contractor covenants and agrees that is shall only provide the Services provided for herein through its own employees and shall not utilize any subcontractors for any such services without the express written consent of the City.

3.1 *CITY'S REPRESENTATIVE:* The City hereby designates the Fire Chief or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

4. *COMPENSATION:* Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the rate(s) described in the Contractor's fee schedule attached hereto as Exhibit "A" and incorporated herein by reference. The total compensation **shall not exceed One Hundred Sixty Four Thousand Dollars ($164,000)** without written approval of City Manager or the amount of compensation authorized by the duly authorized representative in a signed writing, whichever is less. Contractor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the City on a monthly basis as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner.

5. *PREVAILING WAGES:* Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. If applicable and upon request, City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor to comply with all applicable California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor that affects Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor.

6. *INSURANCE:* Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees which meets all requirements of state law. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), providing coverage on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury; (2) *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Contractor shall maintain limits no less than: (1) General Liability $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and (3) Workers’ Compensation and Employer’s Liability: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of $1,000,000 per accident for bodily injury or disease. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor’s scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

7. *TERMINATION:* The City may terminate this Agreement at any time with or without cause. If the City finds it necessary to terminate this Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Agreement only upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Agreement through no fault of Contractor.

8 *INDEMNIFICATION:* To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, and employees. Contractors or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

9. *LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS:* Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements; all emissions limits and permitting requirements imposed by the California Air Resources Board (CARB) or other governmental agencies; and all water quality laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the City. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor shall maintain records of its compliance, including its verification of each employee, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements. Contractor's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Agreement for cause. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Agreement, Contractor shall indemnify City against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

10. GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEY'S FEES: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in Yolo County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

11. ASSIGNMENT; AMENDMENT: Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. This Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

12. ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This is an integrated Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. 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. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

SIGNATURES ON FOLLOWING PAGE

Contractor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Contractor hereto. If you agree with the terms of this Agreement, please indicate by signing and dating where indicated below.

CITY OF WOODLAND

Approved by:

____
Ken Hiatt
City Manager – City of Woodland

____
Date

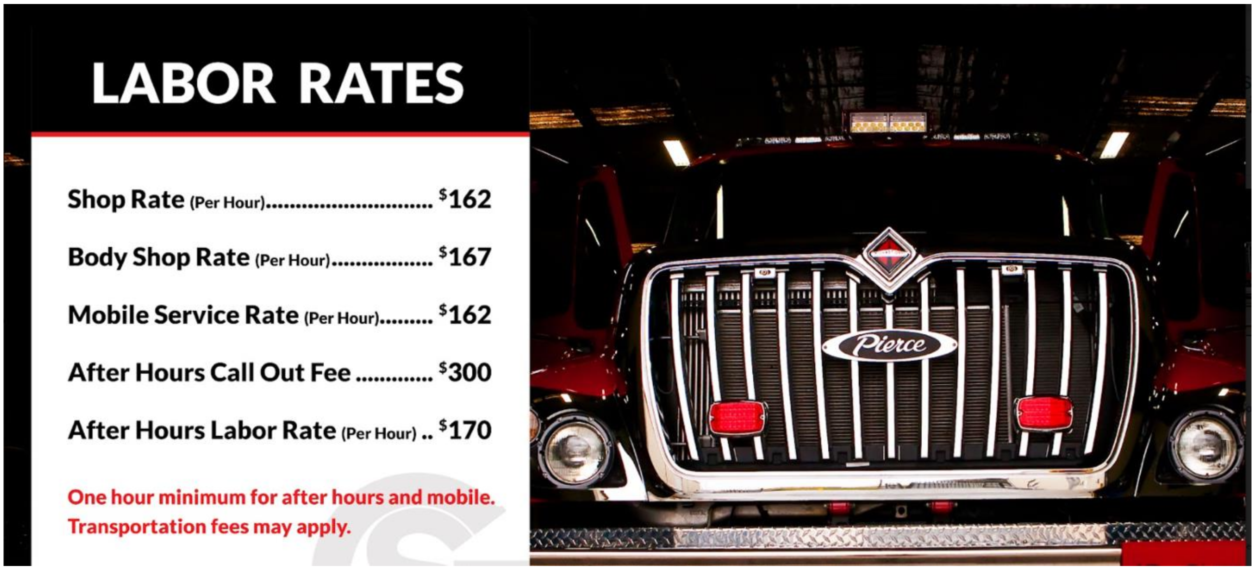
GOLDEN STATE EMERGENCY VEHICLE SERVICES, INC.
Reviewed and Accepted by Contractor

____
Daron Wright, President/CFO

____
Date

EXHIBIT "A"

COMPENSATION



Transportation fees shall not be incurred without the specific prior written approval of City through its City Council, City Manager, or designee of either, and shall not exceed those that are reasonable and customary.

Materials rates must be quote to City and approved by City's authorized representative in a signed writing in advance of such charges being insured, provided that such rates shall not exceed Contractor's actual cost for the materials + 10%.

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: G.13
SUBJECT: Public Hearing - Streng Pond Landscape Maintenance District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

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

Fiscal Impact:
The FY2022/23 Engineer's Report calculates the assessment of a single family home to be $79.10, which is unchanged from FY2021/22. If approved, the proposed assessment for the District would generate $14,436 in revenues. The Streng Pond L&L assessment does not generate enough revenue to meet the minimum operational expenditures required to maintain the L&L. To ensure the ongoing operation and maintenance of the Streng Pond L&L the City will advance $19,628 from the General Fund to offset the shortfall; this advance is included in the FY2022/23 proposed budget.

Background:
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 Act, the City formed the Streng Pond Landscape Maintenance District.

The Streng Pond District is 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.

On June 7, 2022, the City Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy and on June 21, 2022, the City Council also approved a resolution setting the public hearing date for July 5, 2022. The Engineer's Report was attached to the June 7, 2022 staff report and is available for review on the City's website.

Discussion:
Each year, the City prepares an Annual Report for each District, along with estimates for an operating budget, to calculate the assessment annually levied on each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 7, 2022 Council meeting. The public hearing is required to complete the levy process. Following the public hearing, the City Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion:
Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the Streng Pond Landscape Maintenance District.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kimberly McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:
1. FY2023-Woodland-StrengPond-Resolution (Public Hearing)-Approve
2. Streng Pond L&L Map

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, 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 has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: Streng Pond Landscaping Maintenance District (hereafter referred to as the "District"), 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,

WHEREAS, there has been presented to this City Council the Report as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and,

WHEREAS, the City of Woodland and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIII D of the California State Constitution; and,

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City; and,

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

Section 2: Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

a. The land within the District will receive special benefit by the operation, maintenance and servicing of improvements, located within the boundaries of the District; and,

b. The District includes all of the lands so benefited; and,

c. the net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2022, and ending June 30, 2023, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

Section 3: The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of and the furnishing of services and materials for landscaping improvements, irrigation and drainage systems, and associated appurtenances.

Section 4: The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 5: The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Woodland Streng Pond Landscaping

Maintenance District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

Section 6: The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2022, and ending June 30, 2023.

Section 7: The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

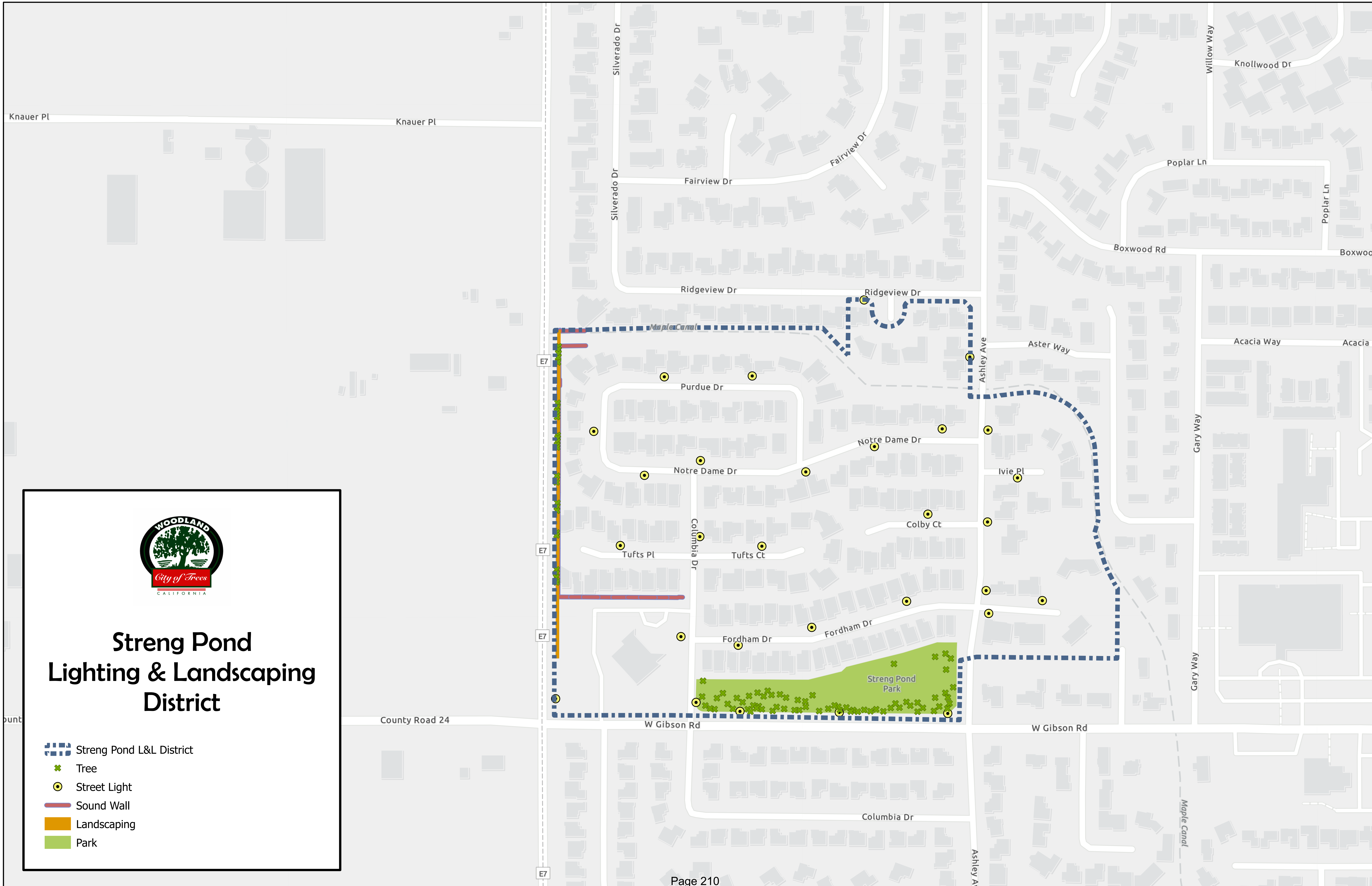
Section 8: That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the final approval of the Report.

PASSED, APPROVED, AND ADOPTED by the City Council this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED**:**

____
Mayra Vega, Mayor

ATTEST:	**APPROVED AS TO FORM:**
________________________________	________________________________
City Clerk	City Attorney


Knauer Pl
Knauer Pl
Silverado Dr
Silverado Dr
Fairview Dr
Fairview Dr
Ridgeview Dr
Ridgeview Dr
Maple Canal
Willow Way
Knollwood Dr
Poplar Ln
Poplar Ln
Boxwood Rd
Boxwood
Acacia Way
Acacia Wa
Aster Way
Ashley Ave
Purdue Dr
Notre Dame Dr
Notre Dame Dr
Ivie Pl
Gary Way
Colby Ct
Columbia Dr
Tufts Pl
Tufts Ct
Fordham Dr
Fordham Dr
Streng Pond Park
County Road 24
W Gibson Rd
W Gibson Rd
Columbia Dr
Ashley Ave
Maple Canal
E7
WOODLAND
City of Trees
CALIFORNIA
Streng Pond
Lighting & Landscaping
District
Streng Pond L&L District
Tree
Street Light
Sound Wall
Landscaping
Park

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: G.14
SUBJECT: PUBLIC HEARING - Spring Lake Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

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

Fiscal Impact
If approved, the proposed assessment would generate $2,500,637 in revenue to offset the costs of District maintenance. This represents an increase of $193,193 or 7% from the FY2022 assessment, which is mostly due to increases in irrigation and landscape maintenance costs, as well as maintenance of new landscaping installed over the last year. Although the overall budget went up approximately 7%, assessments to individual properties remained unchanged as staff has recommended that the increase be absorbed by the reserves in the fund. The proposed assessment is approximately 65% of the maximum allowable assessment for the District.

The following table shows a comparison, by zoning type, of the maximum assessment, the FY2021/22 actual assessment and the proposed FY2022/23 assessment:

Zoning	Maximum Levy	FY2022/23 Proposed Levy	FY2021/22 Levy	Difference	Total Assessment
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	$ -	

When the Spring Lake Maintenance Landscaping and Lighting District was formed, the methodology and model that was created considered the types of improvements to be maintained, the number of properties to be developed and the zoning for each residential type. Initially, specific plan information was utilized during the formation stage. Each year the number of actual subdivided units is updated along with the maintenance budget to determine the new rates. Over time, the actual number of units that have been developed has varied from the estimated specific plan units. For the zoning categories where additional units have been created above those originally estimated, the rates do not increase as much, or in some cases decrease slightly, as compared to other zoning categories where the number of units subdivided has not exceeded the planned units. Therefore, the increase/(decrease) for each zoning category varies.

Background
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 Act, the City formed the Spring Lake L&L District.

The Spring Lake L&L consists of all property located in the Spring Lake Specific Plan area, 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 (Sports Park Drive) that extends west of State Highway 113.

On June 7, 2022, Council approved resolutions preliminarily approving the Engineer's Report and initiating proceedings for the annual levy and on June 21, 2022, the City Council also approved a resolution etting the public hearing date for July 5, 2022. The Engineer's Report was attached to the June 7, 2021 staff report and is available on the City's website.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review in the Financial Transparency section of the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Report and call for a public hearing; this occurred at the June 7, 2022 Council meeting. The public hearing is required to complete the levy process.

Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Spring Lake Lighting and Landscaping District.

Prepared By:Evis Morales, Finance Officer

Reviewed By: Kimberly McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. FY2023-Resolution Approving Engineer's Report Spring Lake (Public Hearing)
2. FY2023-Resolution Ordering the Levy of Assessments Spring Lake (Public Hearing)

3. Spring Lake L&L Map

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2022/2023 ENGINEER'S REPORT REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"), did by previous Resolution order the Assessment Engineer, Koppel & Gruber Public Finance, to prepare and file the 2022/2023 Engineer's Report for the "**Spring Lake Landscaping and Lighting District**" (the "District"); and,

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk of the City of Woodland, California and the City Clerk has presented to the City Council such report entitled "**City of Woodland Spring Lake Landscaping and Lighting District Fiscal Year 2022/2023 Engineer's Report**" (the "Report") as required by the Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report, and is satisfied that the levy for each parcel has been calculated in accordance with the special benefits received from the operation, maintenance and services performed, as set forth in the Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

Section 1 The preceding recitals are true and correct.

Section 2 The Report as presented or as modified, contains the following:

- **a.** A Description of Improvements.
- **b.** A Diagram of the District.
- **c.** The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- **d.** The 2022/2023 Assessment based upon Method of Apportionment as approved by the property owners pursuant to the provision of the California Constitution Article XIIID Section 4.
- **e.** An "Assessment Range Formula" for calculating annual inflationary adjustments to the initial "Maximum Assessment" (Adjusted Maximum Levy per benefit unit), also approved by the property owners.
- **f.** The 2022/2023 Annual Budget (Costs and Expenses) and the resulting 2022/2023 assessment (Levy per benefit unit) for Fiscal Year 2022/2023.

g. The Assessment Roll containing the Levy for each Assessor Parcel Number within the District for Fiscal Year 2022/2023.

<u>Section 3</u> The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are to be incorporated into the Report.

<u>Section 4</u> The City Council is satisfied with the Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the Fiscal Year 2022/2023 annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIIID.

<u>Section 5</u> The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

<u>Section 6</u> The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED AND ADOPTED by the City Council this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

RESOLUTION NO: ___________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2022/2023

WHEREAS, the City Council, has by previous Resolutions **initiated proceedings to form,** and declared its intention to levy and collect annual assessments against parcels of land within the **"Spring Lake Landscaping and Lighting District"** (the "District") for the fiscal year commencing July 1, 2022 and ending June, 30 2023 pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act") to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and,

WHEREAS, Koppel & Gruber Public Finance, the Assessment Engineer selected by the City Council has prepared and filed with the City Clerk and the City Clerk has presented to the City Council the Engineer's Report entitled "**City of Woodland Spring Lake Landscaping and Lighting District Fiscal Year 2022/2023 Engineer's Report**" (the "Report"),in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and,

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on July 5, 2022, regarding the levy and collection of assessments as described in the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act and in accordance with the provisions of the California Constitution Article XIIID.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

<u>Section 1</u> The preceding recitals are true and correct.

<u>Section 2</u> Following notice duly given, the City Council has held a full and fair public hearing regarding the levy and collection of the assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

<u>Section 3</u> The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2022 and ending June 30, 2023, to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting, drainage and appurtenant facilities located within public places in the District.

<u>Section 4</u> The City Council has carefully reviewed and examined the Report in connection with the District, and the levy and collection of assessments. Based upon its review the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, hereby finds that the City Council determines that:

a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting, drainage and appurtenant facilities and improvements related thereto.

b. The District includes all of the lands so benefited; and

c. The amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2022 and ending June 30, 2023 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits, to be received by each parcel from the improvements and services, and is satisfied that the assessments are levied, without regard to property valuation.

<u>Section 5</u> The Report and Fiscal Year 2022/2023 assessments, as presented to the City Council and on file in the office of the City Clerk, are hereby confirmed as filed.

<u>Section 6</u> The City Council hereby orders the proposed improvements to be made; the improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements, drainage and appurtenant facilities and expenses associated with the District, and that will be maintained by the City of Woodland or their designee and all such maintenance, operation and servicing of the landscaping and lighting, drainage and all appurtenant facilities shall be performed pursuant to the Act. A more complete description of the improvements is detailed in the Report and by reference this document is made part of this resolution.

<u>Section 7</u> The Yolo County Auditor shall place on the County Tax Roll, opposite each parcel of land, the amount of levy so apportioned by the method of apportionment formula, outlined in the Engineer's Report, and such levies shall be collected at the same time and in the same manner as county taxes are collected pursuant to *Chapter 4, Article 2, Section 22646 of the Act.* After collection by the County, the net amount of the assessments, after deduction of any compensation due the county for collection, shall be paid to the City Treasurer.

<u>Section 8</u> The Finance Officer, shall deposit all money from the assessments collected by the County for the District into a fund for the Spring Lake Landscaping and Lighting District, and such money shall be expended to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto described above.

<u>Section 9</u> The adoption of this Resolution constitutes the Authorization of the District levy for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023.

<u>Section 10</u> The City Clerk's designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the Yolo County Auditor subsequent to the adoption of this Resolution.

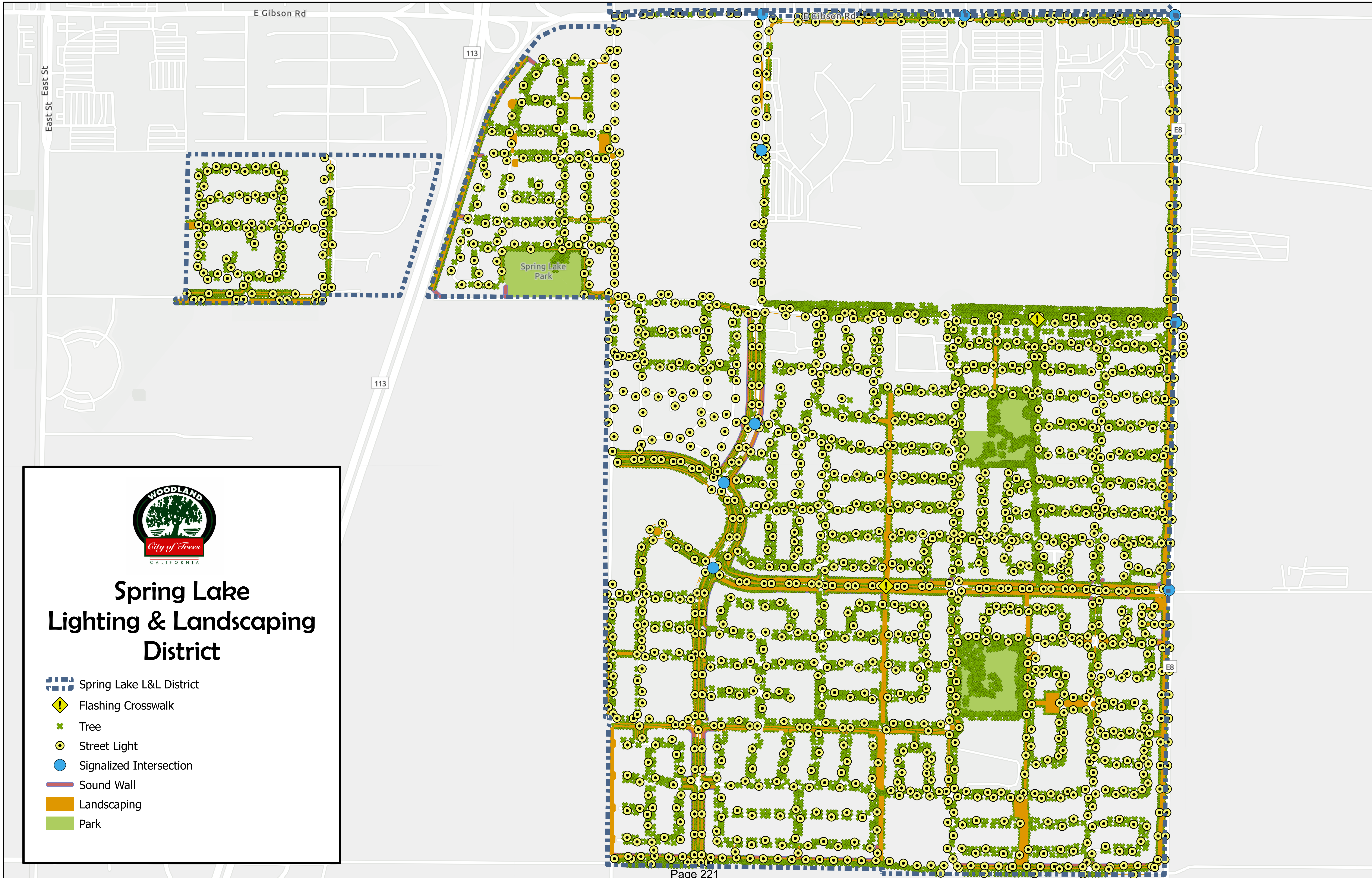
PASSED AND ADOPTED by the City Council this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk


E Gibson Rd
E Gibson Rd
East St
East St
113
113
E8
E8
Spring Lake Park
City of Trees
WOODLAND
CALIFORNIA
Spring Lake
Lighting & Landscaping
District
Spring Lake L&L District
Flashing Crosswalk
Tree
Street Light
Signalized Intersection
Sound Wall
Landscaping
Park

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: G.15
SUBJECT: PUBLIC HEARING - Gibson Ranch Lighting & Landscaping District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

Staff Contact

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

Fiscal Impact

The FY2022/23 Engineer's Report includes an inflation factor of 1.37%, which increases the assessment of a single family home from $355.64 in FY2021/22 to $360.50 in FY2022/23; an increase of $4.88. If approved, the proposed assessment for the Gibson Ranch Lighting and Landscaping District (the District) would generate $803,160 in revenue. The revenues generated in this District will cover budgeted ongoing operating expenditures.

Background

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 Act, the City formed the Gibson Ranch Lighting and Landscaping (L&L) District.

The Gibson Ranch L&L is 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 of $235.12 per single family home in 2005. The formation documents for the District allow for annual adjustments tied to the CPI without a property owner ballot proceeding.

On June 7, 2022, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy and on June 21, 2022, the City Council also approved a resolution setting the public hearing date for July 5, 2022. The Engineer's Report was attached to the June 7, 2021 staff report and is available on the City's website.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 7, 2022 City Council meeting. The public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion
Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the Gibson Ranch Lighting and Landscaping District.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kimberly McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:
1. FY2023-Woodland-Gibson-Resolution (Public Hearing) Approve
2. Gibson Ranch L&L Map

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, 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 has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: Gibson Ranch Landscaping and Lighting District (hereafter referred to as the "District"), 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,

WHEREAS, there has now been presented to this City Council the final Report as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and,

WHEREAS, the City of Woodland and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIII D of the California State Constitution; and,

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

<u>Section 1:</u> Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

<u>Section 2:</u> Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

a. The land within the District will be benefited by the operation, maintenance and servicing of improvements, located within the boundaries of the District, and

b. District includes all of the lands so benefited, and

c. The net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2022, and ending June 30, 2023, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

<u>Section 3:</u> The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of and the furnishing of services and materials for the landscaping improvements, arterial and collector street lighting and landscaping, neighborhood street lighting and trees, parks and recreation facilities, soundwalls, irrigation and drainage systems, and all associated appurtenances.

<u>Section 4:</u> The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 5: The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Woodland Gibson Ranch Landscaping and Lighting District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

Section 6: The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2022, and ending June 30, 2023.

Section 7: The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

Section 8: That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of and final approval of the Report.

PASSED AND ADOPTED by the City Council this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
City Clerk

WOODLAND
City of Trees
CALIFORNIA
Gibson Ranch
Lighting & Landscaping
District
Gibson Ranch L&L District
Tree
Street Light
Signalized Intersection
Sound Wall
Landscaping
Park
Dick Klenhard Park
Pioneer Park
Avignon Park
Pioneer Ave
Farnham Ave
Gaugenour Dr
Bourn Dr
Elston Cir
Gable Dr
Homestead Way
Lowe Dr
Hecke Dr
Hershey Dr
E Gum Ave
Gillette Dr
Oak Dr
Bell Way
Ash Dr
Oliver Ct
Wallace Dr
Walker St
Clark Ct
Cranston Dr
Kincheloe Dr
Maxwell Ave
Hackett Dr
Howard Dr
Nelson Way
Losoya Dr
Hunter Ln
Barth Ct
Santoni Ln
Brennen Dr
Branigan Ave
Mezger Dr
Ogden St
E Gibson Rd
Hays Ln
Springcreek Dr
Crystal Springs Dr
Willow Springs Dr
Brookside Dr
Kate Ln
Saipan Dr
Adak Dr
Kiska Dr
Maui Dr
Kodiak Dr
Tahiti Dr
5
113
E8

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: G.16
SUBJECT: PUBLIC HEARING - North Park Lighting and Landscaping District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

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

Fiscal Impact
The FY2022/23 Engineer's Report calculates the assessment of a single family home to be $215.40, which is unchanged from FY2021/22. If approved, the proposed assessment would generate $26,710 in revenue, which is sufficient to cover budgeted ongoing operating costs.

Background
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 Act, the City formed the North Park Lighting and Landscaping (L&L) District.

The North Park L&L District is located in the northwest 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 inflationary adjustments, and any rate increases would require a property owner ballot proceeding.

On June 7, 2022, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy and on June 21, 2022, the City Council also approved a resolution setting the public hearing date for July 5, 2022. The Engineer's Report was attached to the June 7, 2021 staff report and is available on the City's website.

Discussion
Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 7, 2022 City Council meeting. A public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion
Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____,

approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the North Park Lighting and Landscaping District.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kimberly McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. FY2023-Woodland-NorthPark-Resolution (Public Hearing)-Approve
2. North Park L&L Map

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, 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 has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: North Park Lighting and Landscaping District (hereafter referred to as the "District"), 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,

WHEREAS, there has been presented to this City Council the final Report as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and,

WHEREAS, the City of Woodland and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIII D of the California State Constitution; and,

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City of Woodland agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City of Woodland; and,

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

Section 2: Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

a. The land within the District will be benefited by the operation, maintenance and servicing of improvements, located within the boundaries of the District.

b. District includes all of the lands so benefited; and

c. The net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2022, and ending June 30, 2023, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

Section 3: The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of and the furnishing of services and materials for the landscaping improvements, street lighting and park lights, park area and park equipment, park perimeter fencing, noise walls, irrigation and drainage systems, and all associated appurtenances.

Section 4: The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 5: The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Woodland North Park Lighting and

Landscaping District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

<u>**Section 6:**</u> The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2022, and ending June 30, 2023.

<u>**Section 7:**</u> The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

<u>**Section 8**</u> That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of and final approval of the Report.

PASSED, APPROVED, AND ADOPTED by the City Council this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED**:**

____
Mayra Vega, Mayor

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

North Park
Lighting & Landscaping District
North Park L&L District
Tree
Street Light
Sound Wall
Landscaping
Park
WOODLAND
City of Trees
CALIFORNIA
Quail Dr
Owl Dr
Robin Dr
Redwing Dr
Cardinal Dr
Falcon Dr
Gary Traynham Park
County Road 98B
N Ashley Ave
Hawk Dr
Dove Dr
Woodland West Park
Jeff Ro
Park
Pheas
W Kentucky Ave
Yosemite Pl
Mt Whitney Dr
Cascade St
16

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: G.17
SUBJECT: PUBLIC HEARING: West Wood Lighting and Landscaping District

Recommendation for Action

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

Staff Contact

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

Fiscal Impact

The FY2022/23 Engineer's Report proposes to increase the assessment on a single family home, based on an annual inflation factor, from $695.12 in FY2021/22 to $731.26 in FY21/22; an increase of $36.14. If approved, the proposed assessment for the District would generate $27,788, which is sufficient to cover ongoing operating costs.

Background

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 Act, the City formed the West Wood L&L District.

The West Wood L&L is located in the northwest 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 and is currently being assessed at the maximum allowable rate; however, the District formation report included an annual CPI escalator, which can continue indefinitely to account for inflationary cost increases.

On June 7, 2022, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy and on June 21, 2022, the City Council also approved a resolution setting the public hearing date for July 5, 2022. The Engineer’s Report was attached to the June 7, 2021 staff report and is available on the City's website.

Discussion

Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 7, 2022 Council meeting. The public hearing is required to complete the levy process. Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and order the levy and collection of the assessment within the West Wood Lighting and Landscaping District.

Prepared by:Evis Morales, Finance Officer

Reviewed by: Kimberly McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:
1. FY2023-Woodland-West Wood Unit No. 1-Resolution (Public Hearing)-Approve
2. West Wood L&L Map

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, 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 has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: West Wood Unit No. 1 Landscaping and Lighting District (hereafter referred to as the "District"), 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,

WHEREAS, there has now been presented to this City Council the final Report as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and,

WHEREAS, the City of Woodland and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIII D of the California State Constitution; and,

WHEREAS, upon reasonable written notice by Yolo County of any claim or challenge, the City of Woodland agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and taxbills for the City of Woodland; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

<u>Section 1:</u> Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

<u>Section 2:</u> Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

a. The land within the District will be benefited by the operation, maintenance and servicing of improvements, located within the boundaries of the District, and

b. District includes all of the lands so benefited, and

c. The net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2022, and ending June 30, 2023, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

<u>Section 3:</u> The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of and the furnishing of services and materials for the landscaping improvements, local street lighting facilities, parks and related equipment replacement, fencing and block walls, storm drainage detention basin, and all associated appurtenances.

<u>Section 4:</u> The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

<u>Section 5:</u> The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Woodland West Wood Unit No. 1

Landscaping and Lighting District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

Section 6: The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2022, and ending June 30, 2023.

Section 7: The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution, pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

Section 8: That the above recitals are all true and correct. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of and final approval of the Report.

PASSED, APPROVED, AND ADOPTED by the City Council this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED**:**

____
Mayra Vega, Mayor

ATTEST:	**APPROVED AS TO FORM:**
________________________________	________________________________
City Clerk	City Attorney


Westwood
Lighting & Landscaping
District
Westwood L&L District
Tree
Street Light
Sound Wall
Park
WOODLAND
City of Trees
CALIFORNIA
County
Owl Dr
Quail Dr
Redwing Dr
Gary Traynham Park
N Ashley Ave
Hawk Dr
Dove Dr
Swallow Dr
Woodland West Park
Jeff Roddy Park
Pheasant Ct
Mallard Dr
W Kentucky Ave
Yosemite Pl
Muir Pl
Muir St

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: G.18
SUBJECT: PUBLIC HEARING - Gateway Landscaping & Lighting District

Recommendation for Action: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

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

Fiscal Impact
The proposed assessment would generate $216,000 in revenue to offset the costs of District maintenance, which is 2% greater than the FY 2021/22 assessment. The proposed levy for FY2022/23 is approximately 100% of the maximum allowable assessment, and the increase from the previous year is primarily due to normal ongoing operations.

The following table shows a comparison of the maximum assessment, the FY 2021/2022 actual assessment and the proposed FY 2022/2023 assessment:

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

Background
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 Act, the City formed the Gateway Lighting and Landscaping (L&L) District.

The Gateway L&L is located in the easterly 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.

On June 7, 2022, Council approved resolutions to preliminarily approve the Engineer's Report and to initiate proceedings for the annual levy and on June 21, 2022, the City Council also approved a resolution setting the public hearing date for July 5, 2022. The Engineer's Report was attached to the June 7, 2021 staff report and is available on the City's website.

Discussion
Each year, the City prepares an Annual Report for each District, along with the District estimates for an operating budget, to calculate the assessment annually levied for each parcel. This budget determines what maintenance operations are performed for the fiscal year and directs the County Assessor on what to levy each parcel. The complete reports are available for review on the City's website.

State regulations require a two-part process to complete the annual levy. The first part of the process requires Council to take action to initiate proceedings for the levy, preliminarily approve the Engineer's Reports and call for a public hearing; this occurred at the June 7, 2022 Council meeting. A public hearing is required to complete the levy process.

Following the public hearing, Council may direct changes to the Engineer's Report or to the levy, but may not increase the levy beyond the maximum approved amount.

Conclusion

Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, approving the fiscal year 2022/2023 annual levy report and Resolution No. _____, ordering the levy and collection of the assessment within the Gateway Lighting and Landscaping District.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kimberly McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:

1. FY2023-Resolution Approving ER for Gateway (Public Hearing)
2. FY2023-Resolution Ordering the Levy Gateway (Public Hearing)
3. Gateway L&L Map

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AMENDING AND/OR APPROVING THE FISCAL YEAR 2022/2023 ENGINEER'S REPORT REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act"), did by previous Resolution order the Assessment Engineer, Koppel & Gruber Public Finance, to prepare and file the 2022/2023 Engineer's Report for the "**Gateway Landscaping and Lighting District**" (the "District"); and,

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk of the City of Woodland, California and the City Clerk has presented to the City Council such report entitled "**City of Woodland Gateway Landscaping and Lighting District Fiscal Year 2022/2023 Engineer's Report**" (the "Report") as required by the Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report, and is satisfied that the levy for each parcel has been calculated in accordance with the special benefits received from the operation, maintenance and services performed, as set forth in the Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

Section 1 The preceding recitals are true and correct.

Section 2 The Report as presented or as modified, contains the following:

- **a.** A Description of Improvements.
- **b.** A Diagram of the District.
- **c.** The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- **d.** The 2022/2023 Assessment based upon Method of Apportionment as approved by the property owners pursuant to the provision of the California Constitution Article XIIID Section 4.
- **e.** An "Assessment Range Formula" for calculating annual inflationary adjustments to the initial "Maximum Assessment" (Adjusted Maximum Levy per benefit unit), also approved by the property owners.
- **f.** The 2022/2023 Annual Budget (Costs and Expenses) and the resulting 2022/2023 assessment (Levy per benefit unit) for Fiscal Year 2022/2023.

g. The Assessment Roll containing the Levy for each Assessor Parcel Number within the District for Fiscal Year 2022/2023.

Section 3 The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are to be incorporated into the Report.

Section 4 The City Council is satisfied with the Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the Fiscal Year 2022/2023 annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIIID.

Section 5 The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 6 The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED AND ADOPTED by the City Council this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

RESOLUTION NO: __________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS REGARDING THE GATEWAY LANDSCAPING AND LIGHTING DISTRICT FOR FISCAL YEAR 2022/2023

WHEREAS, the City Council, has by previous Resolutions initiated proceedings to form, and declared its intention to levy and collect annual assessments against parcels of land within the "**Gateway Landscaping and Lighting District**" (the "District") for the fiscal year commencing July 1, 2022 and ending June, 30 2023 pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (the "Act") to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and,

WHEREAS, Koppel & Gruber Public Finance, the Assessment Engineer selected by the City Council has prepared and filed with the City Clerk and the City Clerk has presented to the City Council the Engineer's Report entitled "**City of Woodland Gateway Landscaping and Lighting District Fiscal Year 2022/2023 Engineer's Report**" (the "Report"), in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto; and,

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on July 5, 2022, regarding the levy and collection of assessments as described in the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act and in accordance with the provisions of the California Constitution Article XIIID.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF WOODLAND, THE LEGISLATIVE BODY FOR SAID DISTRICT, AS FOLLOWS:

Section 1 The preceding recitals are true and correct.

Section 2 Following notice duly given, the City Council has held a full and fair public hearing regarding the levy and collection of the assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

Section 3 The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2022 and ending June 30, 2023, to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting, storm drainage and appurtenant facilities located within public places in the District.

Section 4 The City Council has carefully reviewed and examined the Report in connection with the District, and the levy and collection of assessments. Based upon its review the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, hereby finds that the City Council determines that:

a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting, drainage and appurtenant facilities and improvements related thereto.

b. The District includes all of the lands so benefited; and

c. The amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2022 and ending June 30, 2023 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits, to be received by each parcel from the improvements and services, and is satisfied that the assessments are levied, without regard to property valuation.

Section 5 The Report and Fiscal Year 2022/2023 assessments, as presented to the City Council and on file in the office of the City Clerk, are hereby confirmed as filed.

Section 6 The City Council hereby orders the proposed improvements to be made; the improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements, storm drainage and appurtenant facilities and expenses associated with the District, and that will be maintained by the City of Woodland or their designee and all such maintenance, operation and servicing of the landscaping and lighting, drainage and all appurtenant facilities shall be performed pursuant to the Act. A more complete description of the improvements is detailed in the Report and by reference this document is made part of this resolution.

Section 7 The Yolo County Auditor shall place on the County Tax Roll, opposite each parcel of land, the amount of levy so apportioned by the method of apportionment formula, outlined in the Engineer's Report, and such levies shall be collected at the same time and in the same manner as county taxes are collected pursuant to *Chapter 4, Article 2, Section 22646 of the Act.* After collection by the County, the net amount of the assessments, after deduction of any compensation due the county for collection, shall be paid to the City Treasurer.

Section 8 The Finance Officer, shall deposit all money from the assessments collected by the County for the District into a fund for the Gateway Landscaping and Lighting District, and such money shall be expended to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto described above.

Section 9 The adoption of this Resolution constitutes the Authorization of the District levy for the Fiscal Year commencing July 1, 2022 and ending June 30, 2023.

<u>Section 10</u> The City Clerk's designee, Koppel & Gruber Public Finance, is hereby authorized and directed to file the levy with the Yolo County Auditor subsequent to the adoption of this Resolution.

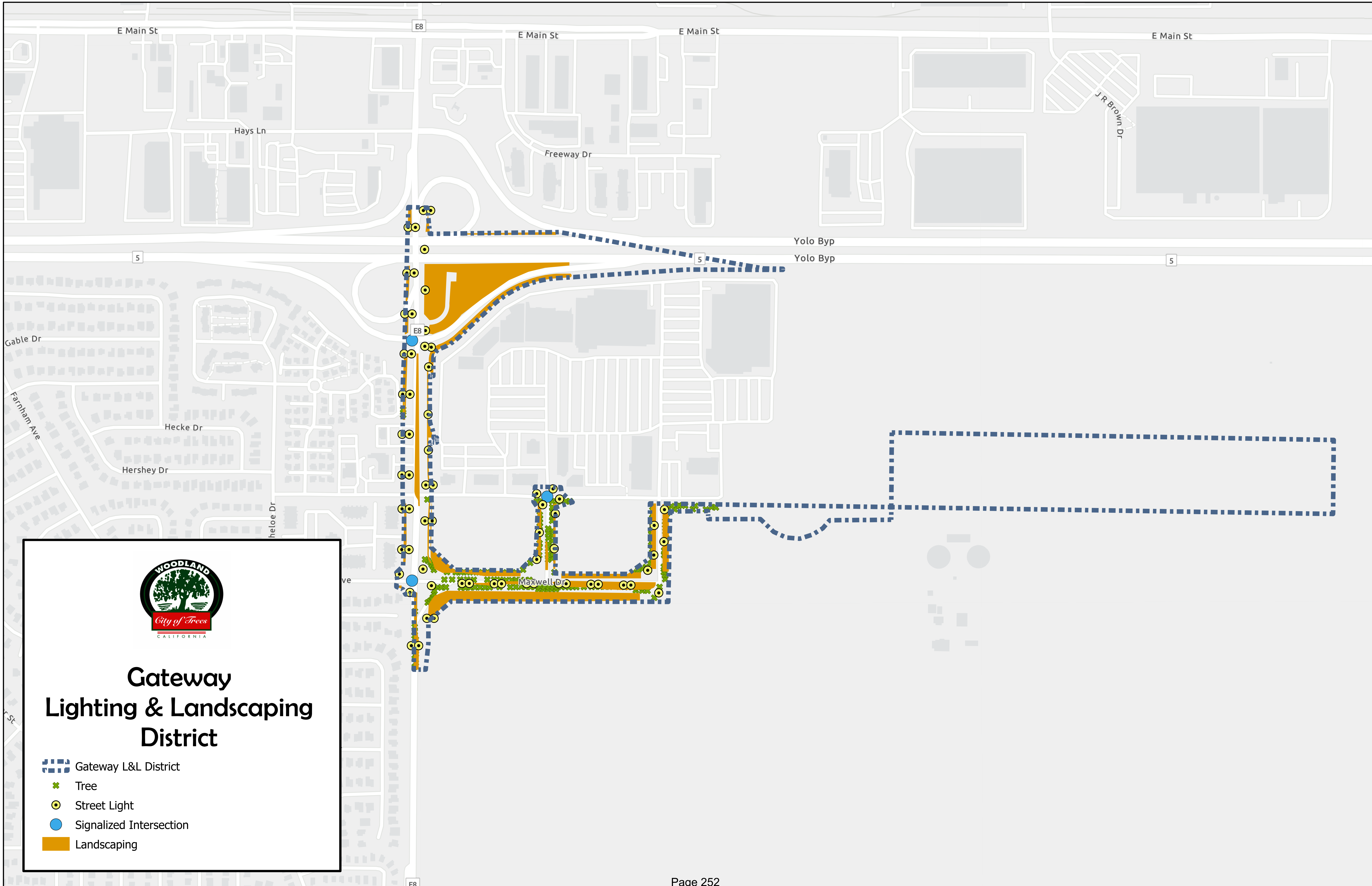
PASSED AND ADOPTED by the City Council this 5th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk



E Main St
E Main St
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E8
Hays Ln
Freeway Dr
J R Brown Dr
Yolo Byp
Yolo Byp
5
5
5
E8
Gable Dr
Farnham Ave
Hecke Dr
Hershey Dr
Maxwell Dr
WOODLAND
City of Trees
CALIFORNIA
Gateway
Lighting & Landscaping
District
Gateway L&L District
Tree
Street Light
Signalized Intersection
Landscaping
E8

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: July 5, 2022
ITEM #: G.19
SUBJECT: PUBLIC HEARING - Spring Lake Ruby Estates

Recommendation for Action: Open and Continue Public Hearing to July 19, 2022.

Ken Hiatt
City Manager

Attachments:
None

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	July 5, 2022
ITEM #:	H.20
SUBJECT:	Appointment of members to various Boards and Commissions and direction to staff regarding the Historical Preservation Commission

Recommendation for Action: Staff recommends that the City Council appoint members to the various Boards and Commissions and provide direction to staff regarding the consolidation of the Historical Preservation Commission with the Planning Commission and responsibilities be assumed by the Planning Commission.

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

Background
Earlier this spring, the City conducted it's annual Board and Commission recruitment, with appointments to be made by the City Council prior to July 1st of this year.

Staff kicked-off the recruitment for 2022 appointments in March, with the application period for candidates open from March through May 13th. Applications were received to fill current and prospective vacancies.

Once all applications were received, the Mayor and Mayor Pro Tempore were tasked with reviewing the applications and advancing nominations for consideration by the full Council for 2022 appointments.

Discussion
After a review of the applications received from individuals interested in serving on city Boards and Commissions, Mayor Vega and Mayor Pro Tempore Fernandez are recommending appointments as follows:

MEMBER	RECOMMENDED APPOINTMENT	TERM EXPIRES
Commission on Aging		
Kathleen Harryman	New 4-yr term	6/30/2026
Library Board		
Dr. Jack Jackson	New 4-yr term	6/30/2026
Maureen King	New 4-yr term	6/30/2026
Parks & Recreation Commission		
Henry Murrieta	New 4-yr term	6/30/2026
Carla White Snyder	New 4-yr term	6/30/2026

It is also recommended that those candidates who are not appointed by the Council to vacant seats be retained as a pool of candidates for appointment for any vacancies that may arise prior to next year's Board and Commission recruitment period.

In addition to the recommendation to appoint members to the boards and commissions, staff is also recommending that direction be given to staff to return to Council with the necessary actions to integrate the functions of the Historical Preservation Commission (HPC) with the Planning Commission. At the annual retreat on February 12, 2022, the City Council invited several of its advisory boards and commissions to participate in joint meeting sessions during its retreat to discuss issues of shared priority and concern. Following the sessions, the Council discussed ideas to strengthen their engagement with the Commissions to improve alignment with the Council's goals and the Commission workplans. Also discussed were opportunities where potential merging of commissions could result in more comprehensive thinking in key areas such as historical resources and planning issues.

Over the past several years, the City has had difficulty filling all five seats of the HPC. During the recent commission recruitment period, no applications were received for the three vacant positions on the HPC. In their recently submitted letter to the Council, Chair Bohon and Commissioner Lapsley expressed their opinion, that due to the evolution of city ordinances, it may be time for the City to consider no longer maintaining a formal commission to address historic preservation issues. As an alternative, they suggest a standing committee of the Planning Commission may be sufficient.

For the reasons articulated within the letter, staff agrees that it is an appropriate time for the City to proceed with integrating the functions of the HPC with the Planning Commission. Combining commissions offers administrative efficiencies, freeing up staff resources to better support the work of the commissions. With Council direction, staff will return to City Council in the coming months with actions necessary to implement this change as well as recommendations to ensure the City's continued support for the preservation of the significant historical resources within Woodland.

Conclusion:
Staff recommends that the City Council appoint members to the various Boards and Commissions and provide direction to staff regarding the consolidation of the Historical Preservation Commission with the Planning Commission and responsibilities be assumed by the Planning Commission.

Prepared by:Ana B. Gonzalez, City Clerk

Ken Hiatt
City Manager

Attachments:
1. Applications received for 2022 recruitment
2. Bohon_Lapsley Letter re HPC

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Commission for Aging

[X] **NEW APPOINTMENT** [ ] **RE-APPOINTMENT**

Name: Kathleen Harryman Address: 1622 Edwin Ave
Woodland

Home Phone Number: 530 662-2189

Work/Cell Number: 530 650-6311

E-Mail Address: Khwoodland@aol.com

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. X Yes ___ No

Are you currently serving on a City Board or Commission? ___ Yes X No

If yes, please state which: ______

I have economic interests that may result in a conflict of interest. ___ Yes X No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee: I'm interested in looking at ways to support our senior population. I'd like that segment of population to become a vital force in our city.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ___ Yes X No

Second Choice: ______

Employment experience: Retired teacher - Woodland St. Unified - K-12 - Teacher, Administrator ~~test~~ responsibilities = Last 10 years - taught Woodland High School - World History

Educational background and other training: College grad. - UCD - Hayward State Masters - Edu + Curr. - Lots of training in working with different ethnic backgrounds.

Organization and community activity experience: Library Board member - 10 yrs. President Yolo County Hist. Society - Board member at Senior Center - President - GSAC - (Holy Rosary Cath. School) board.

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee: I've been involved in community work since I moved to Woodland in 1975. - Involved in Library, League of Women Voters, Woodland's history, ~~so~~ school activities -

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Don Campbell	Amherst	530 666-3021
Karen Hannum	?	530 304-0969

Kathleen Harryman
Signature of Applicant

5/6/22
Date

City Use: Received __________ Eligibility __________ Dispostion __________

Notes:

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Library Board of Trust

____ **NEW APPOINTMENT** X **RE-APPOINTMENT**

Name: Dr. John L. Jackson Address: 987 Farnham Ave. Woodland, CA 95776

Home Phone Number: (530) 661-6461

Work/Cell Number: N/A

E-Mail Address: johnglen59@att.net

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. ✓ Yes ____ No

Are you currently serving on a City Board or Commission? X Yes ____ No

If yes, please state which: Library Board

I have economic interests that may result in a conflict of interest. ____ Yes ✓ No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee: I have an interest in the city of Woodland library system. I am a retired correctional ed. administrator, I feel my knowledge and experience will help the board better serve the community.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ____ Yes X No

Second Choice: ____________________

Employment experience: I worked as a Correctional Education Administrator for twenty one Plus years and ten years as an academic Counselor and teacher.

Educational background and other training: I am a lincense teacher and administrator in the state California. I have a B.S. Degree in social science/English a master's Degree in Ed. Admin. and a Doctoral Degree in Education Leadership.

Organization and community activity experience: I am the treasure for the Yolo county Black History Committe and The Friends of the Yolo County Archive and a Board Member

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee: I active in the Community on a number of social issues.

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Dr. M. abdul-Mateen		(831) 277-4433
Alan Cleveland		(916) 798-3171

Dr. Jackson

Signature of Applicant

6/13/2022

Date

City Use: Received ________ **Eligibility** __________ **Dispostion** __________

Notes:

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Trustee Woodland Public Library

☐ **NEW APPOINTMENT** ☑ **RE-APPOINTMENT**

Name: Maureen L. King Address: 555 College St. Woodland, CA

Home Phone Number: 510 316-1035

Work/Cell Number:

E-Mail Address: 4maureenlking@gmail.com

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. x Yes ___ No

Are you currently serving on a City Board or Commission? x Yes ___ No

If yes, please state which: Woodland Public Library Board of Trustees

I have economic interests that may result in a conflict of interest. ___ Yes x No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee:
To contribute my time, energy and professional experience to the City of Woodland.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ___ Yes x No

Second Choice: ___

Employment experience:

Twenty plus years as an attorney specializing in environmental and water issues gives me solid analytical and writing skills. Several years as counsel to the CA Water Commission provided me with experience guiding Commission through Bagley Keene compliance issues. (State version of Brown Act.) Seven years working as a public librarian provide me with insight on issues and challeges facing libraries today.

Educational background and other training:

BA Princeton University; MS Massachusetts Institute of Technology (MIT); JD UC Berkeley School of Law (Boalt Hall); MLIS Catholic University of America

Organization and community activity experience:

Past three years served on Woodland Public Library's Board of Trustees

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee:

Professional experience in law and librarianship give me unique perspective on library's challeges and opportunities for change.

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Harland Morley 603 College St Woodland, CA 530 662-7831Ju		
Juliana Schiesari 931 Farnham St. Woodland CA 530 400-5105		

Maureen L. Ky

Signature of Applicant

5/3/22

Date

City Use: **Received** ___________ **Eligibility** ___________ **Dispostion** ___________

Notes:

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: LIBRARY BOARD OF TRUSTEES

[x] **NEW APPOINTMENT** [ ] **RE-APPOINTMENT**

Name: CHRIS LAMBERTUS Address: 319 NEVADA AVE
WOODLAND, CA 95695

Home Phone Number: 530 718 9537

Work/Cell Number: "

E-Mail Address: clambertus@gmail.com

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. X Yes ____ No

Are you currently serving on a City Board or Commission? ____ Yes X No

If yes, please state which: ____________________

I have economic interests that may result in a conflict of interest. ____ Yes X No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee:

AS I NEAR RETIREMENT FROM UC DAVIS, I AM INTERESTED IN INCREASING MY INVOLVEMENT IN SAFEGUARDING THE AVAILABILITY OF INFORMATION AND SKILL DEVELOPMENT TO THE PUBLIC.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ____ Yes ____ No X MAYBE

Second Choice: SUSTAINABILITY ADVISORY COMMITTEE

Employment experience: OWNER, TABLE 2 CONSULTING LLC 1994 - PRESENT

UC DAVIS, 1993-~~200~~2001, 2005-PRESENT - SYSTEMS ARCHITECT - UCD HEALTH

SACRAMENTO SHERIFF'S DEPT HIGH TECH CRIME TASK FORCE 2002-2004 - FORENSICS

REFLECT.COM SAN FRANCISCO 2004-2005 - SYSTEMS ARCHITECT

Educational background and other training: DE LA SALLE H.S. CONCORD, CA 1992

SOME COLLEGE

Organization and community activity experience: YOLO COUNTY FOSTER PARENT

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee: BROAD BACKGROUND IN INFORMATION MANAGEMENT, COMPUTER SECURITY, HEALTH INFORMATION MANAGEMENT, BUILDING TRADES, ELECTRONICS, AND MACHINE WORK.

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
MARIANNE WAAGE,	DEPT OF MATHEMATICS, UC DAVIS	waage@math.ucdavis.edu
DAVID NALLEY,	PRESIDENT, THE APACHE SOFTWARE FOUNDATION	djnalley@amazon.com

[signature]

Signature of Applicant

27 MAY 2022

Date

City Use: Received ______ **Eligibility** ______ **Dispostion** ______

Notes:

5/5/2022
@ 1410

City of Woodland

City Clerk 300 First Street Woodland, California 95695
(530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Parks & Recreation

☐ **NEW APPOINTMENT** ☒ **RE-APPOINTMENT**

Name: HENRY B. MURRIETA Address: 907 Hollister Rd.
Woodland, CA. 95695

Home Phone Number: ______

Work/Cell Number: 530-312-4001

E-Mail Address: hmurrieta@yahoo.com

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. X Yes ___ No

Are you currently serving on a City Board or Commission? X Yes ___ No

If yes, please state which: Parks & Recreation

I have economic interests that may result in a conflict of interest. ___ Yes X No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee:

Helping to keeping City Parks serviced.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ___ Yes X No

Second Choice: ______

Employment experience: 32 year UCD Hospital

Educational background and other training: Santa Clara U., Yuba Community College Radiology technology, 30 year Cross Court squash co-ordinator, currently Vice President WAPA, Woodland Area Pickleball Activities, & coordinate squash @ UCD ARC.

Organization and community activity experience: Above

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee: Born in Woodland 1951 and participated in multiple sports through high school & city Parks & Recreation sports, plus officiated junior & high school sports for 30 years

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Dot Margolis	44865 N. El Macero, El Macero 95618	530-752-1446
Doug Nareau	4076 Garden Hwy, Nicolaus 95659	916-718-3684

Signature of Applicant

Date: 5/5/2020

City Use: **Received** ________ **Eligibility** ________ **Dispostion** ________

Notes:

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Parks and Recreation Commission

☐ **NEW APPOINTMENT** ☑ **RE-APPOINTMENT**

Name: Carla White-Snyder Address: 101 Orange Street
Woodland, CA 95695

Home Phone Number: (530) 908-3248

Work/Cell Number: (530) 908-3248

E-Mail Address: whitesnyderc@gmail.com

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. X Yes ___ No

Are you currently serving on a City Board or Commission? X Yes ___ No

If yes, please state which: Parks and Recreation Commission

I have economic interests that may result in a conflict of interest. ___ Yes X No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee:

~~I would like to be able to complete the projects I am currently working on.~~

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ___ Yes x ___ No

Second Choice: ______________________________

Employment experience:

~~Finance Reporting and Analytics Manager for Sutterhealth~~

Educational background and other training:

Bachlors in Finance with over 40 years experience in Healthcare Finance and Data Analytics

Organization and community activity experience:

20+ years working with local and State youth baseball organizations. Currently Assistant State Commissioner for Northern Calif Cal Ripken/Babe Ruth Baseball

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee:

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Skip Davies		530-908-1781
Jim Hilliard		530-949-1429

Carla Rae White-Snyder
Signature of Applicant

6/13//2022
Date

City Use: **Received** __________ **Eligibility** __________ **Dispostion** __________

Notes:

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: PARKS AND RECREATION

☒ **NEW APPOINTMENT** ☐ **RE-APPOINTMENT**

Name: JAMIE C. RODRIGUEZ Address: 1812 BALL DRIVE
WOODLAND, CA. 95776

Home Phone Number: (916) 502-5036
Work/Cell Number: SAME
E-Mail Address: JAMIECRODRIGUEZ@YAHOO.COM

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. X Yes ___ No

Are you currently serving on a City Board or Commission? ___ Yes X No

If yes, please state which: N/A

I have economic interests that may result in a conflict of interest. ___ Yes X No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee: TO ENSURE THAT ALL CHILDREN WITHIN OUR COMMUNITY HAVE EQUAL ACCESS TO CHILDCARE, RECREATIONAL ACTIVITIES AND EDUCATIONAL SERVICES REGARDLESS OF ECONOMIC STATUS, RACE, RELIGION OR GENDER.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? X Yes ___ No

Second Choice: PLANNING COMMISSION

Employment experience: OVER 20 YEARS OF LAW ENFORCEMENT EXPERIENCE (DEPUTY SHERIFF) TO INCLUDE 12 PLUS YEARS WITH YOLO COUNTY AND THE PREVIOUS 8 YEARS WITH THE CONTRA COSTA COUNTY SHERIFF'S OFFICE.

Educational background and other training: GRADUATED FROM ESPARTO HIGH SCHOOL WITH APPROXIMATELY 2 YEARS OF COLLEGE, INCLUDING AMERICAN RIVER COLLEGE (SACRAMENTO) AND CALIFORNIA STATE UNIVERSITY SACRAMENTO.

Organization and community activity experience: APPROXIMATELY 9 YEARS COACHING YOUTH FOOTBALL IN ESPARTO, AGES 12 AND UNDER. 1 YEAR WITH THE PIONEER YOUTH FOOTBALL PROGRAM (WOODLAND), AND 1 YEAR YOUTH SOCCER AND 1 YEAR YOUTH BASKETBALL FOR YMCA (LOCAL).

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee: I BELIEVE MY 20 YEARS OF LAW ENFORCEMENT EXPERIENCE AND BEING A FATHER OF 2 BOYS, AGES 4 AND 2 YEARS OLD, GIVES ME A UNIQUE PERSPECTIVE ON WHAT IS NEEDED FOR CHILDREN TO BE SUCCESSFUL. THE GUIDANCE, MENTORING AND NURTURING ALL CHILDREN NEED.

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
JACQUELINE RODRIGUEZ		(530)383-0749
LEAH GARCIA		(530)848-3412

Jamie C. Ro[illegible]

Signature of Applicant

05/13/2022

Date

City Use: **Received** __________ **Eligibility** __________ **Dispostion** __________

Notes:

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806 FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Planning Commission

☑ **NEW APPOINTMENT** ☐ **RE-APPOINTMENT**

Name: Emily MacDonald Address: 152 North St, Woodland CA 95695

Home Phone Number:

Work/Cell Number: 916-342-2993

E-Mail Address: emilymfish@yahoo.com

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. ☑ Yes ☐ No

Are you currently serving on a City Board or Commission? ☐ Yes ☑ No

If yes, please state which: Not Applicable

I have economic interests that may result in a conflict of interest. ☐ Yes ☑ No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee:
The City of Woodland is beautiful and full of wonderful citizens. I'd like to contribute.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ☑ Yes ☐ No

Second Choice: Library Board of Trustees

RECEIVED
JUL 08 2021
CITY CLERK'S OFFICE

Employment experience: 2015-Present: Business owner; MacDonald Farm to Table
2004 - 2015: Project manager at WBE, Consulting Civil Engineers
Supervise project inception, permit acquisition, Environmental review, construction and final inspection of levee improvement projects in the San Joaquin Delta
2002-2004: RMM Environmental Planning: contract planner for Cities and Counties in Northern CA.

Educational background and other training:
B.S in Fermentation Science UCD, 2002

Organization and community activity experience:
Vice President Woodland Parent Nursery School (current)

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee:

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Rose Marie Moore	3010 Beacon Blvd West Sac CA	916-769-1079
Henry Matsunaga	6711 Trudy WAY Sacramento CA	916 417 5715

Emily MacDonald
Signature of Applicant

7/2/21
Date

City Use: **Received** ________ **Eligibility** ________ **Dispostion** ________

Notes:

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Planning Commission

☑ **NEW APPOINTMENT** ☐ **RE-APPOINTMENT**

Name: Warren Hawley Address: 1459 Garfield Ct
Woodland, CA 95776

Home Phone Number:

Work/Cell Number: (530) 848-4728

E-Mail Address:

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. ☑ Yes ☐ No

Are you currently serving on a City Board or Commission? ☐ Yes ☑ No

If yes, please state which: Not Applicable

I have economic interests that may result in a conflict of interest. ☐ Yes ☑ No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee:
I want to get involved in helping our city.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ☐ Yes ☐ No

Second Choice: *Choose*

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NOV 29 2021
CITY CLERK'S OFFICE

May 6, 2022

City Council Members
City of Woodland
300 First St
Woodland, CA 95695

Re: Historical Preservation Commission

Dear Council Members,

Thank you for the opportunity to serve the City of Woodland as a commissioner on the Historical Preservation Commission (HPC) over the past three years. This time has been fulfilling and challenging, both before and during the pandemic. Both of us entered into this appointment as older citizens with a large background in public service, knowing the challenges that the city faces. We have each independently decided not to continue to another term and think it important to provide feedback to Council about our time on the HPC.

Throughout the past three years, the HPC has never had five active appointed members. In fact, through most of that time there were only three commissioners, making it very difficult to establish a quorum for a meeting. Over a 34 month period, there were only 9 meetings and an additional 5 meetings scheduled that could not be held for lack of a quorum. Even prior to the pandemic, half of the meetings could not be scheduled due to lack of enough HPC commissioners. We think it is important to call this out because it is obviously difficult to find and keep commissioners on the HPC. Looking back over the past 11 years, this has been a consistent theme. Additionally, from the public records over the last 137 months there have only been 38 HPC meetings.

With the changes in city ordinances over the past decades, the scope of responsibilities for the HPC has shrunk. Three decades ago, these responsibilities included such efforts as:

- establishing criteria, guidelines, and standards to carry out the historical ordinance,
- participating in administering the regulations pertaining to historical landmarks and districts,
- developing criteria for designating architecturally and historically significant structures, and
- providing the framework for restoration, preservation, and enhancement of historical areas like Beamer Park and Third St north of Main St to Beamer St.

None of these responsibilities are embodied in the most recent ordinance, which functionally moves the HPC to a review body for permit actions on the exterior of designated historical buildings, recommending Heritage Home Awards, and making recommendations on public requests to designate historic landmarks. Over those 137 months and 38 HPC meetings noted above, only 15 meetings dealt with something other than the Heritage Home Awards. Today, there is no resource to accomplish anything close to the previous level of effort from the HPC. It is also reasonable to ask whether the city has the long-term resources and desire to move the HPC back to a more active role given the current competing priorities.

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MAY 19 2022
CITY CLERK'S OFFICE

During the recent City Council Retreat, the HPC Chair discussed the difficulty in continuing the Commission with the same operational constraints that have been in place for the past decade. One concept that was introduced was to make the function of the HPC part of the Planning Commission, perhaps as a standing committee. This would be similar to what Council did with the Tree Commission by integrating the function into the Parks and Recreation Commission. Integrating the function into the Planning Commission would meet the current limited administrative role that the HPC is actually fulfilling.

It was noted earlier that only 9 meetings were held over the past 3 years. All of those meetings had one, two, or no public members in attendance. Decades ago, the public received most of its information about the city and its comings and goings from the local newspaper and discussions among neighbors and friends. The public stayed knowledgeable through in-person interactions. Society in general no longer functions this way. Unless you get it on your mobile device, local information is practically non-existent, and there is no way to reverse the trend. Council must look forward to a significant investment in electronic information management so that government is open, available, and transparent to the public. This applies to all public bodies, including any future version of the HPC function. We identified the beginnings of this direction in the proposed HPC Work Plan approved some months ago. It is vital to the city's future governance, and also to preserve the historical legacy of our rich past, that there is a virtual presence involving public and private organizations.

In closing, we believe that there is a continuing use for the limited administrative HPC functions noted above, but that a public commission no longer serves the need of the city within the resource limits that exist today. We also suggest with the strongest emphasis that the city move itself forward in the virtual information technologies to connect the citizens with the many actions that happen daily in their city.

Thank you again for the opportunity to serve our community.

Sincerely,

Jim Bohon
HPC Commissioner

Jim Lapsley
HPC Commissioner