



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

December 20, 2022
6:00 PM

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. PRESENTATIONS

3. SUBJECT: Certificate of Appreciation for Lynn Johnson

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Certificate of Appreciation for Lynn Johnson in recognition of his many years of public service.

G. CONSENT CALENDAR

4. 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 September 2022 through November 2022.

5. SUBJECT: Salary Schedule Effective January 1, 2023 and Benefits for Police Recruits

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective January 1, 2023 and approve the Letter of Understanding for benefits for the Police Recruit.

6. SUBJECT: Changes to Police Department Job Descriptions

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, approving and adopting the updated job descriptions for sworn police staff.

7. SUBJECT: Police Mid-Management Unit Side Letter of Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Side Letter of Agreement with the Woodland Police Mid-Management Unit.

8. SUBJECT: Revision to Council Committee Assignments

RECOMMENDATION FOR ACTION: Staff recommends that the Council amend the attached City Council Assignments for 2023.

9. SUBJECT: Conflict of Interest Code Amendment Pursuant to the Political Reform Act of 1974

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

10. SUBJECT: Spring Lake Maintenance CFD Annual Accountability Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2022.

11. SUBJECT: Fiscal Year 2021/22 AB1600 Annual Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Accepting the AB1600 Annual Report for the Year Ended June 30, 2022.

12. SUBJECT: Measure F Annual Report for the Fiscal Year Ending June 30, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Measure F Report for Fiscal Year ending June 30, 2022 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

13. SUBJECT: Measure J Annual Report for Fiscal Year Ending June 30, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Annual Measure J Report for Fiscal Year ending June 30, 2022 and direct staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

14. SUBJECT: Approval of SLIF and MPFP Reimbursement Agreements with Lennar Homes for eligible infrastructure improvements associated with the Pioneer Village Project (SM 5162 & 5206).

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) approve the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map Nos. 5162 & 5206 Pioneer Village Phase 1 & 2, and authorize the City Manager to sign on behalf of the City; and 2) approve the Supplemental Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5162 Pioneer Village Phase 1, and authorize the City Manager to sign on behalf of the City; and 3) authorize the City Manager to sign amendments up to 15% of each Reimbursement Agreement.

15. SUBJECT: Fee Deferral Agreement - La Quinta Hotel

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral with 3S Hospitality, LLC

16. SUBJECT: CityWorks License Agreement

RECOMMENDATION OF ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into an agreement for the purchase of CityWorks software licenses in the amount of \$71,000.

17. SUBJECT: Supporting the Pursuit of Federal Funding

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, supporting efforts to secure federal funding for the Woodland Flood Risk Management Project, the SR 113 / I-5 connector, and other key infrastructure priorities.

H. PUBLIC HEARINGS

18. SUBJECT: Introduction and First Reading of an Ordinance adopting Changes to the California Building, Plumbing, Mechanical, Electrical and Existing Building Codes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council waive the first reading and read by title only an ordinance adopting by reference the 2022 Edition of the California Building Standards (California Code of Regulations, Title 24), Consisting of the 2022 California Building Code Part 1 & 2; the 2022 California Residential Code Part 2.5; the 2022 California Electrical Code Part 3; the 2022 California Mechanical Code Part 4; the 2022 California Plumbing Code Part 5; the 2022 California Energy Code Part 6; the 2022 California Historical Building Code Part 8; the 2022 California Existing Building Code Part 10; the 2022 California Green Building Standards Code Part 11; the 2022 California Reference Standards Code Part 12, along with the 2021 International Property Maintenance Code; the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings; the 1997 Edition of the Uniform Housing Code; and the 1997 Edition of the Uniform Security Code, together with certain additions, insertions, deletions and changes thereto.

19. SUBJECT: Extension of Urgency Ordinance Moratorium on Truck and Trailer Parking, Storage, and Overhaul

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Hold a public hearing to receive a staff report regarding the Urgency Ordinance adopted by City Council on November 15, 2022; 2) Issue a Report on Measures Taken to Study Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities in the Industrial (I) Zone in the City of Woodland; and 3) Introduce and waive the first reading of Ordinance No. _____ by a Four-Fifths Vote Extending Urgency Ordinance No. 1697 which imposed a 45-day Moratorium on the Establishment of Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal Facilities in the Industrial Zone within the City of Woodland.

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

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1. Receive the Staff Report; 2. Conduct a public hearing; and 3. Waive first reading and adopt an ordinance of the City of Woodland, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units, and determining the ordinance to be exempt from CEQA.

21. SUBJECT: Cross Court Commons (PLNG 22 -00054) – Request to approve a Tentative Subdivision Map (TSM #5233), Planned Development Overlay, Conditional Use Permit, Site Plan, and Design Review, for the development of 32 multifamily units and three accessory dwelling units on five lots in the Multi-Family Residential (R-M) Zone, located at the northwest corner of California and Elizabeth Way (APN 065-221-005, 006, 007, 008, 009, 010, 011, 012, 013).

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:
1. Receive the staff report; 2. Conduct a public hearing; a) adopt Resolution No. _____ approving Tentative Subdivision Map # 5233; b) adopt Resolution No. _____ approving Site Plan and Design Review; and c) introduce and waive the first reading of Ordinance No. _____ approving a Planned Development overlay and Conditional Use Permit for the development of 32 multifamily units and three accessory dwelling units, on five contiguous parcels located at the northwest corner of California and Elizabeth Way in the Multi-Family Residential (R-M) Zone subject to conditions of approval.

I. REPORTS OF THE CITY MANAGER

22. SUBJECT: Approval of Contract for Retired Annuitant

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ for Exception to the CalPERS 180-Day Wait Period for Retired Annuitant – Senior Management Analyst, C. Lynn Johnson

23. SUBJECT: Waste Management 2023 Rate Adjustment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, to 1) receive the Waste Management 2023 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2023 rate adjustments approved.

24. SUBJECT: City Council Meeting Schedule for 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve its meeting schedule for 2023.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, December 20, 2022 was posted on Friday, December 16, 2022 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: December 20, 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: December 20, 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.

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

Note: City Hall will be closed December 23rd thru January 2nd

JANUARY 10TH (tentative)

SPECIAL MEETING

City Council Meeting Minutes – December 6 and 20, 2022
Receive presentation on Sewer System Management Plan
City Logo Presentation
Sustainability Advisory Committee Workshop (Tentative)

JANUARY 17TH

REGULAR MEETING

Draft Equity Action Plan
2nd Reading – Adopt Building Code
2nd Reading – ADU Ordinance

FEBRUARY 7TH

REGULAR MEETING

City Council Meeting Minutes – January 10 and 17, 2023
PH - Emergency Shelter Low Barrier Navigation Center Ord for the (I), (I/LIF) (CMU) Zones
Woodland Research Technology Park – Final EIR & Specific Plan
Library Board Annual Report

FEBRUARY 21ST

REGULAR MEETING

Comprehensive Zoning Update

Future Topics / Study Sessions:

Youth Development Plan Presentation – Joint Session with WJUSD (January/February)
Micro Transit Service Presentation (February)
Animal Services Contract (TBD)
Waste Management Residential Smart Truck (TBD)
Rule 20A Undergrounding District (TBD)
Annexations – Westucky, Barnard Court, North East Street, & Industrial Area



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: F.3
SUBJECT: Certificate of Appreciation for Lynn Johnson

Recommendation for Action: Staff recommends that the City Council approve the Certificate of Appreciation for Lynn Johnson in recognition of her many years of public service.



Ken Hiatt
City Manager

Attachments:

1. Lynn Johnson Certificate of Appreciation

CITY OF WOODLAND
Certificate of Appreciation

RECOGNIZING LYNN JOHNSON FOR HER MANY YEARS OF PUBLIC SERVICE

WHEREAS, Lynn Johnson has had a distinguished career in public service at the City of Woodland spanning over 35 years. She joined the City's Personnel Department as a temporary employee in 1986, becoming a full-time City employee in 1987 as an Administrative Assistant in the Public Works Department. After spending more than 15 years in Public Works, Lynn has spent the last 20 years moving between the Community Development Department and the City Manager's Office as a Senior Management Analyst. She is currently working in CDD doing a variety of special projects with a large focus on budgetary work; and

WHEREAS, Lynn has worked on a variety of projects over the years including the early years of water conservation, grant writing and reporting, landscape & lighting district formation, as well as the annual O & M budget. She was part of the original team that crafted the City's first Major Projects Financing Plan in 1991 that allowed the City to collect development impact fees from new development. She has since been the City's go-to person for updates, monitoring, and annual transparency requirements. For several years, Lynn worked with a City team to develop the City's first Strategic Plan adopted in 1997. Lynn has also been very involved in the City's ½ cent sales tax initiatives, including Measure H, Measure E, and most recently Measure F; and

WHEREAS, Lynn has also served on many advisory committees during her tenure at the City. This included her time as the staff liaison on the Water Utility Advisory Committee, which included working on multiple water and sewer rate studies. She was the staff liaison for the Flood Control Advisory Committee, which guided the City through successful completion of the Lower Cache Creek Feasibility Study. Lynn has been the City's lead for the Capital Budget since the 1990's; and

WHEREAS, Lynn has been involved with United Way at the City. For most of her tenure at the City she has been either the Department representative or the City representative. This included serving for eight years on the local Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby recognize Lynn Johnson for over 35 years of dedicated public service to the citizens of Woodland.



DATED: December 20, 2022

Tania Garcia-Cadena, Mayor Pro Tempore
Member

Vicky Fernandez, Mayor

Mayra Vega, Council

Rich Lansburgh, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.4
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 September 2022 through November 2022.

Staff Contact:

Kayla Rodriguez, Public Works Management Analyst, 530-661-5902, Kayla.Rodriguez@cityofwoodland.org

Background:

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

Conclusion:

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

Prepared by: Kayla Rodriguez, Public Works Management Analyst

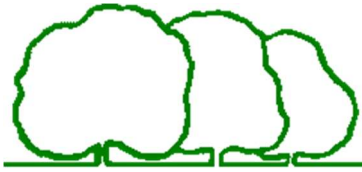
A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over a horizontal line.

Ken Hiatt
City Manager

Attachments:

1. Sept22-Nov22 PW Quarterly Report Final

Quarterly Status Report
September 2022 through November 2022
Public Works Department



Service and Work Order Requests

For the Months of Sept 22-Nov 22		
Division	Service Requests	Work Orders
Electrical	95	52
Facilities	70	141
Fleet	-	406
Pretreatment	-	106
Sewer	29	192
Signs & Markings	6	128
Storm Drain	10	66
Streets	73	53
USAs	-	10
Water	694	410
WPCF	0	4
Grand Total	977	1,568

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

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

Total for Calendar Year 2022
Through 11/30/22

Service Requests
5,441

Work Orders
5,739

61 Working Days This Quarter = 16 Requests for Service per Day

Right-of-Way Division

- **Fleet Services:** New Schedule including overtime implemented to accommodate labor shortages.
- **Fleet Services:** Continued collaboration with Enterprise for the purchase of light duty vehicles. Heavy Duty vehicles continue to be ordered through fleet in conjunction with the individual departments specifying the details of each vehicle.
- **Fleet Services:** Supply chain issues resulted in the cancelation of the City’s initial order of interceptors. Fleet was able to secure 5 replacement vehicles for PD so far.

- Fleet Services: Heavy Equipment Mechanic earned Class A CDL through local driving school.
- Fleet Services: The City Council allocated additional funds to secure the library's Book Mobile due to inflation driving the vehicle cost above estimates.
- Fleet Services: Added over 50 new trailers to the BIT inspection program as a result of new CHP regulations.
- Facilities Services: With assistance of the Streets dept., Facilities cleaned and repaired the MSC roof over the front office and SE Corner of the warehouse. To date no reported leaks.
- Facilities Services: Completed the new AC unit install at Fire Station 2 server room with a new electrical service provided by City Electrical.
- Facilities Services: In collaboration with the IT dept., Facilities will now be using drones to inspect facility roofs before rainy season.
- Facilities Services: Cleaned and Maintained critical parts of City Hall Roof Before rainy season.
- Facilities Services: Quote for new boilers at PD obtained.
- Facilities Services: Facility Maintenance worker position Closes this quarter. New personnel expected to start after New Year.
- Electrical – Camera System Upgrades: The Electrical Group have continued working with the IT Department to replace aging cameras at existing locations with updated technology. These upgrades will allow for the cameras to continue to be beneficial to the City in crime prevention and investigations.
- Electrical - CIP/Development Projects: The ROW Electrical Group is currently overseeing the inspection of separate projects ranging from streetlight installations to the installation of new Traffic Signal Equipment. The Gibson Rd rehab, Pedestrian Overcrossing and the East Main St improvements are CIP projects that are nearing completion in 2022. The Matmor Rd and E. Gum Ave CIP project along with multiple development projects are slated to be completed in 2023.
- Electrical - Street Lights: The ROW Electrical Group has continued changing post top street lights from inefficient HPS (High Pressure Sodium) to highly efficient LED (Light Emitting Diode). Galvin Way to Heritage Pkwy along Pioneer Ave/Parkland Ave were completed last Quarter. Upgrades along CR 102 from Hays Ln to Maxwell Ave are now underway with a scheduled completion of early 2023.
- Electrical - Facility: The Industrial Electrical group has continued LED light change outs at the Fleet shop and Fire Station 2. Fire Station 2 also installed a new Air conditioner in the network room which required a new electrical circuit.
- Electrical: The Industrial Electrical group has completed the upgrade to new SCADA servers following the recommended 5 year replacement plan.
- Electrical: The Industrial Electrical group and the Storm group have installed the new control and meter cabinet for the new standby generator and area lights at Beamer underpass. We are currently working with the air resources board for the operational permit. This will minimize road closures due to flooding when power outages accompany rain events.
- Signs & Markings- Routine Street Parking Maintenance: The Signs & Marking Group refreshed Thermoplastic Parking Tee's on First St between Main St & Bush St. Other parking improvements were made at the Senior Center as we refreshed the North parking lot with new Thermoplastic stall lines.

- Signs & Markings- Sign Knockdowns: The Signs Group repaired or replaced 11 knocked down signs this Quarter.
- Signs & Markings- Overhead sign replacement: New overhead signs for the W. Court St corridor have been installed. The three intersections (W. Court at West St, California St, and Cottonwood St) came out to a total of 12 new overhead signs.
- Signs & Markings- Installs: The Signs Group installed new Neighborhood Watch Signs at two locations; Mallard & Quail Dr and Amador Way & El Dorado Dr neighborhoods.
- Signs & Markings- Routine Sign Maintenance: The Signs Group initiated the replacement of faded school signs as inspection dictates. The first 5 have been replaced near Freeman School and also along Matmor Rd at Woodland Christian School. Additional sign replacements are planned as new materials arrive.
- Signs & Markings- Road Improvements: The Signs Group repaired and/or replaced the raised pavement markers on various roads this fall. The list includes; N. Walnut St, N. East St, all of Third St, Lincoln Ave, Cannery Rd, Industrial Way, a section of Matmor Rd, CR 102 near Costco and East Beamer St between East St & Pioneer Ave.
- Signs & Markings- Maintenance: The Signs Group erased and re-installed white Thermoplastic arrows and cross-walks on E Main St at the Home Depot area and along E Beamer St between East St & Matmor Rd, also maintenance at Oak Ave at East St.
- Signs & Markings- Road Improvements: The Signs Group improved various crosswalks by adding the raised pavement markers at selected locations to convert them to High Visibility cross-walks. Most notable will be Cleveland St, Freeman St, Palm Ave and N. Walnut St at Kentucky Ave. As well as many school cross-walks have been refreshed with new yellow raised pavement markers.
- Streets - Sidewalk Shaving Project: The Streets Group has recently identified an additional 211 locations throughout the city. These locations will be “shaved” during FY 2023 project.
- Streets – Pothole Repair: The Streets Group has received a new Cimline Mastic Machine. This Machine puts down an aggregate based rubberized material, allowing the Streets Group to fill and more permanently repair potholes. Thus far, with this new machine the Streets Group has eliminated 274 potholes along E. Main Street, Pioneer Avenue and CR20 (E. Kentucky Ave).
- Streets - Trash and Debris Clean Up: The Streets Group assisted Homeless Outreach Street Team (HOST) with cleanup of 64 homeless encampments, and responded to 38 different calls about trash and debris abandoned or dumped in various locations throughout the City.
- Streets Group Skin Patching: The Streets Group recently skin patching E. Kentucky Ave between Pioneer Ave and County Road 102. We placed 187 tons of Asphalt coving 37,000 square feet. In addition, we utilized the new Mastic Machine and Crack Seal Machine to fill voids and cracks throughout the area of roadway.

Utilities Collections - Sewer and Storm Divisions

- The Collection Division has responded to 39 Service Requests with an average response time under 45 minutes.
- Collections crews performed routine inspection/maintenance on City Lift Stations and inspected 15 miles of Storm Ditch.

- The department made 4 conditional job offers for Utility Maintenance Worker I/II positions.
- Collections staff have been performing a variety of weed abatement throughout City limits. Mowing areas where vegetation growth has been heaviest along with working with RCD on maintaining East Regional Pond.
- Within the last quarter, Collections Preventive Maintenance HVVC crews cleaned 58,141 feet of mainline pipe & CCTV crews inspected 16,977 feet. In addition to staff working through CCTV/HVVC equipment reliability/program issues.
- Crews have also inspected 6,971 feet of sewer laterals and rodded 121 feet of root intrusion in City owned lower sewer service lateral.
- Operation & Maintenance replaced 152 feet of sewer service laterals & 26 feet of sewer mainline. Staff also installed 6 new City sewer clean out access points.
- County Probation & Woodland PD Host program crews have worked closely with Collections group in the cleanup of multiple homeless camps & debris in various storm pond locations.
- Collection crews worked closely with Community Development Department on plan review & inspection for the new infrastructure within the Spring Lake Development along with inspections on W. Woodland Safe Routes to School, Prudler phase I & II, Pioneer Village phase I & II, Beeghly Ranch D & G.
- Collections & Engineering is working with contractor to replace 950 plus feet of Sewer gravity main on Fifth St. & Clover.

Utilities - Water Production and Distribution Division

- Wells: Since "Term 91" was declared, City ASR Well #29 is being called into service when necessary to augment surface water supplies as demand requires. As of 11-1-22 the City was receiving 3.2 Million Gallons a Day (MGD) from WDCWA with ASR #29 & blending Well #24 supplying the difference to meet our current daily demand of 5.8 MGD. Term 91 was lifted on 12-7-22. The City is currently distributing 100% surface water and banking 3.1 MGD in ASR well 29 and 30. That will increase when Well 28 comes back online.
- Wells: Eaton Pumps just completed well maintenance and column pipe replacement on ASR Well #28 (10 years old). It is anticipated to return to normal operation by 12-16-22.
- Distribution Division: Crews continue working on system maintenance, repairs and improvements, new water laterals installations, and abandonments of 2" BOW water mains. All program expectations and deadlines are being met.
- Preventive Maintenance: Crews have again met the 20% per year goal of our valve-exercising and hydrant maintenance program. They continue to coordinate with contractors for water main shutdowns, handle service tech calls and mitigate water quality calls.
- Projects: The Pendegast CIP project installed ±6,000 ft of new 8" C900 (PVC) water main which is now integrated into the existing system after thorough testing. A similar amount of old main at the end of its useful life was abandoned. This pipe had numerous breaks in recent years. The project was completed in November after the repaving of all trenches. Gibson Rd is nearing completion as is the Pedestrian Overcrossing project. Water crews worked closely with Community Development Department to perform plan review & inspection for the new infrastructure within the

Spring Lake Development, performing these inspections on Prudler phase I & II, Pioneer Village phase I & II, Beeghly Ranch D & G, and other development projects.

- Water Main Breaks: 14
- Water Main Valves, Fire Hydrants Replaced: 15
- Water Main Valves Exercised: 707
- Blow Offs & Dead-end Mains Flushed 193
- Water Mains Abandoned: 740ft by Operations
- Water Quality Calls: 13
- Water Main Shutdowns: 39
- New Water Laterals Installed: 16
- Delinquent Accts Shutoff/On: 257
- Meters Tested: 393
- Meters Replaced: 88

Wastewater Operations Division

Laboratory:

Laboratory staff continued to perform the following Environmental Laboratory Accreditation Program (ELAP) - approved tests in-house: Total Coliform, TSS, TVSS, pH, Turbidity, Temperature, TDS, Conductivity, and DO. All other tests were performed by ELAP certified commercial analytical laboratories. This last year Laboratory staff passed their 2022 Proficiency Testing and continued transitioning to TNI requirements.

Pretreatment:

Pretreatment Staff works year round to inspect, permit and monitor a variety of businesses: Food Service Businesses (FSB's), Automotive Related Businesses (ARB's), Business of Concern (BOC's), Significant Industrial Users (SIU's), and Dental Industrial Users (DIU's). Staff also conducts a variety of sampling events to meet compliance requirements for the City's National Pollutant Discharge Elimination System (NPDES) Permit: Local Limits (LL), Return Activated Sludge (RAS), Grit & Rags (G&R), Receiving & Effluent Waters (R&E), Stormwater (SW) and Significant Industrial Users (SIU).

9/2022 thru 11/2022

Inspections	Permitting/Outreach	Sampling
40	51	2

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

Regulatory Compliance:

- Prepared and submitted Quarterly and Monthly reports to the Regional Board in accordance with our National Pollutant Discharge Elimination System (NPDES) Permit.

- Continued participation in the Central Valley Clean Water Association (CVCWA) special studies on Methyl Mercury, Freshwater Mussels, and Low-Level Toxicity.
- Continued issuing an information binder with all new pretreatment permits with relevant information to the specific discharger.

Water Pollution Control Facility:

- Plant Operations: the plant O&M staff continue plant maintenance projects including changing basins to perform inspection on aeration basins. Staff has been working on removing items from long term storage to prepare the building for demolition. The UV system maintenance is an ongoing part operations including ballast replacement and hydraulic hose replacements this has been recently held up because of supply chain issues but is currently back on schedule. Staff replaced a damaged solar mixer for sludge ponds and reinstalled a mixer into pond 11 so that the pond can be put back in service and begin receiving sludge.
- Recycled Water Delivery: Currently most of the recycled water is being produced is delivered to the City's Parks Department. Their demand will likely attenuate with the cooler weather and diminished watering requirements for turf during the winter months. Biomass is usually the City's largest customer, but although they are online they have not resumed full operation and their demand is lower than usual.
- Process Flows: This Quarter saw a total flow of 315 million gallons of influent, 250 million gallons of effluent. The plant produced 45 million gallons of recycled water, and sent 13.5 million gallons of sludge to south ponds for further processing.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.5
SUBJECT: Salary Schedule effective January 1, 2023

Recommendation for Action: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective January 1, 2023 and the Letter of Understanding between the City and Police Officer Recruits.

Staff Contact:

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

Fiscal Impact:

The action to approve the salary schedule has no direct fiscal impact as any increases have been accounted for in the fiscal year 2022/23 Budget.

Report in Brief:

The California Public Employees' Retirement System (CalPERS) now requires that the City Council adopt and approve the salary schedule on a quarterly basis, and this staff report serves to meet the CalPERS requirement for the quarter effective January 1, 2023.

Additionally, Police Officer Recruit is a position that is unrepresented by any of the employee bargaining units at the City. In order to document the salary and benefits that are provided to the Recruits, a Letter of Understanding has been created and is attached for approval.

Discussion:

CalPERS requires that the salary schedule is presented to the City Council on a quarterly basis. The attached salary schedule includes the following adjustments which have been negotiated with the various Associations within the City. Cost of Living Adjustments (COLAs) were negotiated with the following Associations effective January 1, 2023;

- Mid-Management Professional Association (MMPA): 3%
- Woodland Police Mid-Management (WPM): 1%
- Woodland Police Officers Association (POA): 1%
- Woodland Police Supervisors Association (WPSA): 1%

The salary schedule also reflects the increase in minimum wage effective January 1, 2023. All employers, regardless of size, must provide their employees with a minimum wage of not less than \$15.50 per hour. In accordance with this new minimum wage, the City adjusted all part-time hourly wages on the salary schedule.

Conclusion:

Staff recommends that the City Council approve the City of Woodland Salary Schedule effective January 1, 2023 and the Letter of Understanding between the City and Police Officer recruits.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kim McKinney, Director of Administrative Services

Attachments:

1. Salary Schedule 01-01-2023
2. Letter of Understanding - Police Recruits

CITY OF WOODLAND - SALARY SCHEDULE

Effective January 1, 2023

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I	116	MM	\$5,333.78	\$5,600.46	\$5,880.48	\$6,174.50	\$6,483.23	\$6,807.39		
Accountant II	120	MM	\$5,887.49	\$6,181.86	\$6,490.94	\$6,815.49	\$7,156.27	\$7,514.08		
Accounting Technician	45	GS	\$4,506.63	\$4,731.96	\$4,968.56	\$5,216.99	\$5,477.84	\$5,751.73		
Administrative Clerk I	28	GS	\$2,961.73	\$3,109.82	\$3,265.31	\$3,428.58	\$3,600.00	\$3,780.00		
Administrative Clerk II	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Administrative Clerk III	36	GS	\$3,608.59	\$3,789.02	\$3,978.48	\$4,177.41	\$4,386.28	\$4,605.60		
Administrative Secretary	42	GS	\$4,184.85	\$4,394.10	\$4,613.80	\$4,844.50	\$5,086.71	\$5,341.05		
Administrative Supervisor	47	GS	\$4,734.78	\$4,971.52	\$5,220.10	\$5,481.10	\$5,755.16	\$6,042.92		
Aquatics Coordinator	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Aquatics Supervisor	48	GS	\$4,853.14	\$5,095.80	\$5,350.60	\$5,618.13	\$5,899.03	\$6,193.98		
Assist City Manager/Comm & Econ Dev Dir	Contract		\$12,463.47				\$16,001.30			
Assistant Engineer	125	MM	\$6,661.14	\$6,994.20	\$7,343.91	\$7,711.11	\$8,096.66	\$8,501.50		
Assistant Planner	118	MM	\$5,603.78	\$5,883.98	\$6,178.17	\$6,487.09	\$6,811.44	\$7,152.01		
Associate Civil Engineer	131	MM	\$7,724.88	\$8,111.13	\$8,516.69	\$8,942.52	\$9,389.65	\$9,859.14		
Associate Engineer	127	MM	\$6,998.37	\$7,348.29	\$7,715.69	\$8,101.49	\$8,506.56	\$8,931.89		
Associate Planner	124	MM	\$6,498.68	\$6,823.61	\$7,164.80	\$7,523.03	\$7,899.19	\$8,294.15		
Building Inspection Services Manager	132	MM	\$7,918.01	\$8,313.91	\$8,729.60	\$9,166.09	\$9,624.39	\$10,105.61		
Building Inspector I	49	GS	\$4,974.48	\$5,223.20	\$5,484.36	\$5,758.58	\$6,046.50	\$6,348.83		
Building Inspector II	53	GS	\$5,490.89	\$5,765.44	\$6,053.71	\$6,356.39	\$6,674.21	\$7,007.92		
Business Engagement / Resource Conservation Progr	124	MM	\$6,498.68	\$6,823.61	\$7,164.80	\$7,523.03	\$7,899.19	\$8,294.15		
Chief Building Official	140	MM	\$9,647.33	\$10,129.69	\$10,636.18	\$11,167.98	\$11,726.38	\$12,312.70		
Chief Collection Systems Operator	132	MM	\$7,918.01	\$8,313.91	\$8,729.60	\$9,166.08	\$9,624.39	\$10,105.61		
Chief Information Officer	142	MM	\$10,135.73	\$10,642.50	\$11,174.63	\$11,733.37	\$12,320.04	\$12,936.04		
Chief Plant Operator	132	MM	\$7,918.01	\$8,313.91	\$8,729.60	\$9,166.08	\$9,624.39	\$10,105.61		
Chief Project Engineer	145	MM	\$10,915.07	\$11,460.81	\$12,033.87	\$12,635.55	\$13,267.32	\$13,930.69		
Chief Water Systems Operator	132	MM	\$7,918.01	\$8,313.91	\$8,729.60	\$9,166.09	\$9,624.39	\$10,105.61		
Children's Librarian II	118	MM	\$5,603.79	\$5,883.97	\$6,178.18	\$6,487.10	\$6,811.44	\$7,152.02		
City Clerk	Contract		\$7,630.73				\$10,598.24			
City Engineer	145	MM	\$10,915.07	\$11,460.81	\$12,033.87	\$12,635.55	\$13,267.33	\$13,930.69		
City Manager	Contract						\$23,504.00			
Code Compliance Officer I	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Code Compliance Officer II	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		
Communications and Strategic Policy Manager	134	MM	\$8,313.91	\$8,729.61	\$9,166.08	\$9,624.39	\$10,105.61	\$10,610.89		
Community Development Clerk I	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Community Development Clerk II	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Community Development Director	Contract		\$11,305.55				\$14,682.50			
Community Development Technician I	42	GS	\$4,184.85	\$4,394.10	\$4,613.80	\$4,844.50	\$5,086.71	\$5,341.05		
Community Development Technician II	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Community Risk Reduction Specialist I	Base	F	\$5,003.33	\$5,253.73	\$5,516.40	\$5,792.23	\$6,081.82			
Community Risk Reduction Specialist II	Base	F	\$5,380.23	\$5,649.26	\$5,931.72	\$6,228.30	\$6,539.73			
Community Risk Reduction Specialist Senior	Base	F	\$5,957.26	\$6,255.14	\$6,567.90	\$6,896.29	\$7,241.11			

Community Services Director	Contract		\$11,305.55				\$14,682.50			
Community Services Officer	Base	P	\$4,325.98	\$4,542.27	\$4,769.38	\$5,007.87	\$5,258.26	\$5,521.19		
Community Services Program Manager	125	MM	\$6,661.14	\$6,994.20	\$7,343.91	\$7,711.11	\$8,096.66	\$8,501.50		
Conservation Coordinator	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Construction Project Manager	129	MM	\$7,352.66	\$7,720.29	\$8,106.30	\$8,511.62	\$8,937.20	\$9,384.06		
Crime Prevention Specialist	Base	P	\$4,325.98	\$4,542.27	\$4,769.38	\$5,007.87	\$5,258.26	\$5,521.19		
Data Services Manager	136	MM	\$8,740.00	\$9,177.00	\$9,635.85	\$10,117.65	\$10,623.52	\$11,154.70		
Deputy Chief (aka Police Captain)	Base	PM	\$11,560.21	\$12,138.23	\$12,745.14	\$13,382.41	\$14,051.52	\$14,754.10	\$15,491.80	\$16,266.40
Deputy Director of Community Development	Contract		\$9,927.40				\$12,727.43			
Deputy Fire Chief	Flat	FM	\$11,213.73	\$11,774.41	\$12,363.13	\$12,981.27	\$13,741.27			
Director of Administrative Services	Contract		\$11,305.55				\$14,682.50			
Economic Development Manager	136	MM	\$8,740.00	\$9,177.00	\$9,635.85	\$10,117.65	\$10,623.52	\$11,154.70		
Electrical / Signs & Markings Supervisor	134	MM	\$8,313.90	\$8,729.61	\$9,166.07	\$9,624.38	\$10,105.62	\$10,610.90		
Electrician's Assistant	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Engineering Aide I	33	GS	\$3,350.93	\$3,518.48	\$3,694.41	\$3,879.12	\$4,073.07	\$4,276.73		
Engineering Aide II	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Engineering Assistant	56	GS	\$5,913.09	\$6,208.75	\$6,519.19	\$6,845.14	\$7,187.40	\$7,546.77		
Engineering Technician I	44	GS	\$4,396.71	\$4,616.55	\$4,847.38	\$5,089.75	\$5,344.24	\$5,611.45		
Engineering Technician II	48	GS	\$4,853.14	\$5,095.80	\$5,350.60	\$5,618.13	\$5,899.03	\$6,193.98		
Engineering Technician III	52	GS	\$5,356.97	\$5,624.81	\$5,906.06	\$6,201.36	\$6,511.43	\$6,837.00		
Environmental Compliance Inspector I	39	GS	\$3,886.05	\$4,080.35	\$4,284.38	\$4,498.59	\$4,723.52	\$4,959.70		
Environmental Compliance Inspector II	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Environmental Compliance Specialist	49	GS	\$4,974.48	\$5,223.20	\$5,484.36	\$5,758.58	\$6,046.50	\$6,348.83		
Environmental Resources Analyst	127	MM	\$6,998.37	\$7,348.29	\$7,715.69	\$8,101.49	\$8,506.56	\$8,931.89		
Environmental Sustainability Manager	131	MM	\$7,724.88	\$8,111.13	\$8,516.69	\$8,942.52	\$9,389.65	\$9,859.14		
Equipment Service Clerk	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Equipment Service Worker	34	GS	\$3,434.71	\$3,606.44	\$3,786.76	\$3,976.10	\$4,174.91	\$4,383.66		
Executive Assistant - Confidential		C	\$4,650.80	\$4,883.34	\$5,127.51	\$5,383.89	\$5,653.08	\$5,935.74		
Facility Maintenance Worker I	35	GS	\$3,520.57	\$3,696.61	\$3,881.43	\$4,075.50	\$4,279.28	\$4,493.25		
Facility Maintenance Worker II	41	GS	\$4,082.78	\$4,286.92	\$4,501.27	\$4,726.33	\$4,962.65	\$5,210.78		
Facility Maintenance Worker III	45	GS	\$4,506.63	\$4,731.96	\$4,968.56	\$5,216.99	\$5,477.84	\$5,751.73		
Finance Clerk I	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Finance Clerk II	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Finance Clerk III	41	GS	\$4,082.78	\$4,286.92	\$4,501.27	\$4,726.33	\$4,962.65	\$5,210.78		
Finance Director	Contract		\$9,562.32				\$12,275.28			
Finance Officer	141	MM	\$9,888.51	\$10,382.93	\$10,902.08	\$11,447.19	\$12,019.55	\$12,620.53		
Finance Specialist	41	GS	\$4,082.78	\$4,286.92	\$4,501.27	\$4,726.33	\$4,962.65	\$5,210.78		
Finance Supervisor	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12		
Financial Services Manager	136	MM	\$8,740.00	\$9,177.00	\$9,635.85	\$10,117.65	\$10,623.52	\$11,154.70		
Fire Battalion Chief	Flat	FM	\$9,830.42	\$10,321.93	\$10,838.03	\$11,379.94	\$11,948.93			
Fire Captain	Base	F	\$7,931.13	\$8,327.68	\$8,744.07	\$9,181.28	\$9,640.33			
Fire Chief	Contract		\$12,950.00				\$16,666.67			
Fire Engineer	Base	F	\$6,883.36	\$7,227.53	\$7,588.91	\$7,968.36	\$8,366.76			
Fire Marshal	Flat	FM	\$9,830.42	\$10,321.93	\$10,838.03	\$11,379.94	\$11,948.93			
Fire Prevention Specialist I (aka Community Risk Reduction I)	Base	F	\$5,003.33	\$5,253.73	\$5,516.40	\$5,792.23	\$6,081.82			

Fire Prevention Specialist II (aka Community Risk Reduction II)	Base	F	\$5,380.23	\$5,649.26	\$5,931.72	\$6,228.30	\$6,539.73			
Firefighter	Base	F	\$6,065.12	\$6,368.37	\$6,686.78	\$7,021.13	\$7,372.17			
Firefighter Recruit	Base	F	\$5,458.61							
Fleet & Facilities Manager	131	MM	\$7,724.88	\$8,111.13	\$8,516.69	\$8,942.52	\$9,389.66	\$9,859.14		
GIS Coordinator	132	MM	\$7,918.01	\$8,313.91	\$8,729.60	\$9,166.09	\$9,624.39	\$10,105.61		
GIS Technician I	49	GS	\$4,974.48	\$5,223.20	\$5,484.36	\$5,758.58	\$6,046.51	\$6,348.83		
GIS Technician II	53	GS	\$5,490.89	\$5,765.44	\$6,053.71	\$6,356.39	\$6,674.21	\$7,007.92		
Heavy Equipment Mechanic	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Housing Analyst I (aka Redevelopment & Housing Analyst I)	120	MM	\$5,887.49	\$6,181.86	\$6,490.94	\$6,815.49	\$7,156.27	\$7,514.08		
Housing Analyst II (aka Redevelopment & Housing Analyst II)	124	MM	\$6,498.68	\$6,823.61	\$7,164.80	\$7,523.03	\$7,899.19	\$8,294.15		
Human Resources Analyst I		C	\$5,658.85	\$5,941.79	\$6,238.88	\$6,550.82	\$6,878.36	\$7,222.28		
Human Resources Analyst II		C	\$6,402.47	\$6,722.59	\$7,058.72	\$7,411.66	\$7,782.24	\$8,171.35		
Human Resources Clerk		C	\$3,572.51	\$3,751.15	\$3,938.71	\$4,135.64	\$4,342.43	\$4,559.55		
Human Resources Manager		C	\$9,041.14	\$9,493.20	\$9,967.85	\$10,466.25	\$10,989.56	\$11,539.04		
Human Resources Technician I		C	\$4,246.59	\$4,458.92	\$4,681.86	\$4,915.95	\$5,161.75	\$5,419.83		
Human Resources Technician II		C	\$4,734.88	\$4,971.63	\$5,220.21	\$5,481.21	\$5,755.28	\$6,043.04		
Industrial Electrical/Electronics Technician	58	GS	\$6,212.44	\$6,523.06	\$6,849.21	\$7,191.68	\$7,551.26	\$7,928.83		
Information Technology Technician I	48	GS	\$4,853.14	\$5,095.80	\$5,350.60	\$5,618.13	\$5,899.03	\$6,193.98		
Information Technology Technician II	52	GS	\$5,356.97	\$5,624.81	\$5,906.06	\$6,201.36	\$6,511.43	\$6,837.00		
Infrastructure O & M Superintendent	132	MM	\$7,918.01	\$8,313.91	\$8,729.60	\$9,166.08	\$9,624.39	\$10,105.61		
Junior Engineer	121	MM	\$6,034.67	\$6,336.40	\$6,653.22	\$6,985.88	\$7,335.19	\$7,701.95		
Junior Planner	113	MM	\$4,952.94	\$5,200.58	\$5,460.60	\$5,733.64	\$6,020.33	\$6,321.34		
Laboratory & Environmental Compliance Mgr.	129	MM	\$7,352.66	\$7,720.29	\$8,106.30	\$8,511.62	\$8,937.20	\$9,384.06		
Laboratory Supervisor	127	MM	\$6,998.37	\$7,348.28	\$7,715.69	\$8,101.49	\$8,506.56	\$8,931.89		
Laboratory Technician I	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Laboratory Technician II	47	GS	\$4,734.78	\$4,971.52	\$5,220.10	\$5,481.10	\$5,755.16	\$6,042.92		
Librarian I	114	MM	\$5,076.76	\$5,330.60	\$5,597.13	\$5,876.98	\$6,170.82	\$6,479.37		
Librarian II	118	MM	\$5,603.79	\$5,883.97	\$6,178.18	\$6,487.10	\$6,811.44	\$7,152.02		
Librarian III	122	MM	\$6,185.54	\$6,494.81	\$6,819.56	\$7,160.53	\$7,518.56	\$7,894.49		
Library Services Director	Contract		\$10,410.00				\$12,650.00			
Library Technical Assistant I	29	GS	\$3,035.77	\$3,187.57	\$3,346.95	\$3,514.30	\$3,690.01	\$3,874.51		
Library Technical Assistant II	33	GS	\$3,350.93	\$3,518.48	\$3,694.41	\$3,879.12	\$4,073.07	\$4,276.73		
Library Technical Assistant III	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Light Equipment Mechanic	41	GS	\$4,082.78	\$4,286.92	\$4,501.27	\$4,726.33	\$4,962.65	\$5,210.78		
Literacy Coordinator	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Maintenance Supervisor	53	GS	\$5,490.89	\$5,765.44	\$6,053.71	\$6,356.39	\$6,674.21	\$7,007.92		
Maintenance Worker I	35	GS	\$3,520.57	\$3,696.61	\$3,881.43	\$4,075.50	\$4,279.28	\$4,493.25		
Maintenance Worker II	40	GS	\$3,983.21	\$4,182.37	\$4,391.48	\$4,611.06	\$4,841.61	\$5,083.69		
Maintenance Worker III	44	GS	\$4,396.71	\$4,616.55	\$4,847.38	\$5,089.75	\$5,344.24	\$5,611.45		
Management Analyst I	120	MM	\$5,887.49	\$6,181.86	\$6,490.94	\$6,815.49	\$7,156.27	\$7,514.08		
Management Analyst II	125	MM	\$6,661.14	\$6,994.21	\$7,343.91	\$7,711.11	\$8,096.66	\$8,501.49		
Meter Services Technician	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Office Manager	115	MM	\$5,203.68	\$5,463.86	\$5,737.05	\$6,023.90	\$6,325.10	\$6,641.36		
Operations and Maintenance Superintendent	137	MM	\$8,958.51	\$9,406.44	\$9,876.76	\$10,370.60	\$10,889.13	\$11,433.58		
Park Maintenance Technician	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		

Park Maintenance Worker I	35	GS	\$3,520.57	\$3,696.61	\$3,881.43	\$4,075.50	\$4,279.28	\$4,493.25		
Park Maintenance Worker II	39	GS	\$3,886.05	\$4,080.35	\$4,284.38	\$4,498.59	\$4,723.52	\$4,959.70		
Park Maintenance Worker III	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Park Planner	132	MM	\$7,918.01	\$8,313.91	\$8,729.60	\$9,166.08	\$9,624.39	\$10,105.61		
Park Superintendent	132	MM	\$7,918.01	\$8,313.91	\$8,729.60	\$9,166.08	\$9,624.39	\$10,105.61		
Park Supervisor	51	GS	\$5,226.32	\$5,487.63	\$5,762.01	\$6,050.11	\$6,352.61	\$6,670.25		
Planning Manager	140	MM	\$9,647.33	\$10,129.69	\$10,636.18	\$11,167.98	\$11,726.38	\$12,312.70		
Police Captain	Base	PM	\$11,560.21	\$12,138.23	\$12,745.14	\$13,382.41	\$14,051.52	\$14,754.10	\$15,491.80	\$16,266.40
Police Chief	Contract		\$15,233.94				\$20,044.66			
Police Crime and Intelligence Analyst	Base	PS	\$5,545.92	\$5,823.23	\$6,114.38	\$6,420.10	\$6,741.10			
Police Lieutenant	Base	PM	\$10,517.94	\$11,043.84	\$11,596.03	\$12,175.84	\$12,784.64	\$13,423.87	\$14,095.07	\$14,799.82
Police Officer	Base	P	\$6,572.15	\$6,900.75	\$7,245.79	\$7,608.09	\$7,988.49	\$8,387.91	\$8,807.32	\$0.00
Police Officer Recruit (Non-Safety)	Base		\$5,914.93							
Police Records Manager	120	MM	\$5,887.49	\$6,181.86	\$6,490.94	\$6,815.49	\$7,156.27	\$7,514.08		
Police Records Specialist	Base	P	\$3,839.70	\$4,031.66	\$4,233.25	\$4,444.91	\$4,667.17			
Police Records Supervisor	Base	PS	\$5,202.44	\$5,462.55	\$5,735.68	\$6,022.49	\$6,323.63			
Police Sergeant	Base	PS	\$7,602.52	\$7,982.65	\$8,381.78	\$8,800.87	\$9,240.91	\$9,702.96	\$10,188.11	\$10,697.52
Pool and Recreation Facility Technician (formerly Pool and Facility Technician)	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Pool Facility Technician	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Principal Civil Engineer	141	MM	\$9,888.51	\$10,382.93	\$10,902.08	\$11,447.19	\$12,019.55	\$12,620.53		
Principal Planner	136	MM	\$8,740.00	\$9,177.00	\$9,635.85	\$10,117.65	\$10,623.52	\$11,154.70		
Principal Utilities Civil Engineer	141	MM	\$9,888.51	\$10,382.93	\$10,902.08	\$11,447.19	\$12,019.55	\$12,620.53		
Program Anlayst	63	GS	\$7,028.81	\$7,380.25	\$7,749.26	\$8,136.73	\$8,543.56	\$8,970.74		
Public Works Director	Contract		\$11,305.55				\$14,682.50			
Public Works O&M Infrastructure Admin	141	MM	\$9,888.51	\$10,382.93	\$10,902.08	\$11,447.19	\$12,019.55	\$12,620.53		
Purchasing Manager	123	MM	\$6,340.18	\$6,657.18	\$6,990.05	\$7,339.55	\$7,706.52	\$8,091.84		
Recreation Coordinator	36	GS	\$3,608.59	\$3,789.02	\$3,978.48	\$4,177.41	\$4,386.28	\$4,605.60		
Recreation Superintendent	131	MM	\$7,724.88	\$8,111.13	\$8,516.69	\$8,942.52	\$9,389.65	\$9,859.14		
Recreation Supervisor	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		
Redev. & Housing Analyst I (renamed to Housing Ana	120	MM	\$5,887.49	\$6,181.86	\$6,490.94	\$6,815.49	\$7,156.27	\$7,514.08		
Redev. & Housing Analyst II (renamed to Housing Ana	124	MM	\$6,498.68	\$6,823.61	\$7,164.80	\$7,523.03	\$7,899.19	\$8,294.15		
Redevelopment Manager	136	MM	\$8,740.00	\$9,177.00	\$9,635.85	\$10,117.65	\$10,623.52	\$11,154.70		
Secretary to City Manager		C	\$4,770.05	\$5,008.56	\$5,258.99	\$5,521.94	\$5,798.03	\$6,087.94		
Senior Accountant	125	MM	\$6,661.14	\$6,994.20	\$7,343.91	\$7,711.11	\$8,096.66	\$8,501.50		
Senior Associate Civil Engineer	134	MM	\$8,318.87	\$8,734.81	\$9,171.55	\$9,630.11	\$10,111.63	\$10,617.21		
Senior Building Inspector	57	GS	\$6,060.92	\$6,363.97	\$6,682.16	\$7,016.26	\$7,367.08	\$7,735.44		
Senior Building Plans Examiner	58	GS	\$6,212.44	\$6,523.06	\$6,849.21	\$7,191.68	\$7,551.26	\$7,928.83		
Senior Center Manager	120	MM	\$5,887.49	\$6,181.86	\$6,490.94	\$6,815.49	\$7,156.27	\$7,514.08		
Senior Civil Engineer	138	MM	\$9,182.46	\$9,641.58	\$10,123.66	\$10,629.84	\$11,161.34	\$11,719.41		
Senior Construction Project Manager	131	MM	\$7,724.88	\$8,111.13	\$8,516.69	\$8,942.52	\$9,389.65	\$9,859.14		
Senior Engineering Assistant	58	GS	\$6,212.44	\$6,523.06	\$6,849.21	\$7,191.68	\$7,551.26	\$7,928.83		
Senior Environmental Resources Analyst	131	MM	\$7,724.88	\$8,111.13	\$8,516.69	\$8,942.52	\$9,389.65	\$9,859.14		
Senior Equipment Mechanic	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		
Senior Human Resources Analyst		C	\$7,362.84	\$7,730.98	\$8,117.53	\$8,523.40	\$8,949.57	\$9,397.05		

Senior Maintenance Worker	47	GS	\$4,734.78	\$4,971.52	\$5,220.10	\$5,481.10	\$5,755.16	\$6,042.92		
Senior Management Analyst	131	MM	\$7,724.88	\$8,111.13	\$8,516.69	\$8,942.52	\$9,389.65	\$9,859.14		
Senior Planner	132	MM	\$7,918.01	\$8,313.91	\$8,729.59	\$9,166.09	\$9,624.39	\$10,105.61		
Senior Police Records Specialist	Base	P	\$4,223.66	\$4,434.84	\$4,656.58	\$4,889.43	\$5,133.91			
Senior Signs and Markings Technician	45	GS	\$4,506.63	\$4,731.96	\$4,968.56	\$5,216.99	\$5,477.84	\$5,751.73		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$6,526.94	\$6,853.30	\$7,195.96	\$7,555.76	\$7,933.55	\$8,330.22		
Senior Tree Trimmer	45	GS	\$4,506.63	\$4,731.96	\$4,968.56	\$5,216.99	\$5,477.84	\$5,751.73		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12		
Senior Utilities Maintenance Worker (Water)	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12		
Senior Water Pollution Control Operator	67	GS	\$7,758.49	\$8,146.41	\$8,553.73	\$8,981.42	\$9,430.49	\$9,902.02		
Senior Water Quality Specialist	58	GS	\$6,212.44	\$6,523.06	\$6,849.21	\$7,191.68	\$7,551.26	\$7,928.83		
Senior Water System Operator	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$7,569.25	\$7,947.71	\$8,345.10	\$8,762.34	\$9,200.46	\$9,660.49		
Signs and Markings Tech I	39	GS	\$3,886.05	\$4,080.35	\$4,284.38	\$4,498.59	\$4,723.52	\$4,959.70		
Signs and Markings Tech II	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Social Services Manager	132	MM	\$7,918.01	\$8,313.91	\$8,729.59	\$9,166.09	\$9,624.39	\$10,105.61		
Sports Manager	125	MM	\$6,661.14	\$6,994.20	\$7,343.91	\$7,711.11	\$8,096.66	\$8,501.50		
Stock Clerk	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Storekeeper	35	GS	\$3,520.57	\$3,696.61	\$3,881.43	\$4,075.50	\$4,279.28	\$4,493.25		
Technical Services Manager	136	MM	\$8,740.00	\$9,177.00	\$9,635.85	\$10,117.65	\$10,623.52	\$11,154.70		
Traffic Signal / Street Lighting Technician	56	GS	\$5,913.09	\$6,208.75	\$6,519.19	\$6,845.14	\$7,187.40	\$7,546.77		
Transportation Engineer	134	MM	\$8,318.87	\$8,734.81	\$9,171.55	\$9,630.11	\$10,111.63	\$10,617.21		
Treatment Plant Mechanic	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12		
Treatment Plant Superintendent	137	MM	\$8,958.51	\$9,406.44	\$9,876.76	\$10,370.60	\$10,889.13	\$11,433.58		
Tree Trimmer I	39	GS	\$3,886.05	\$4,080.35	\$4,284.38	\$4,498.59	\$4,723.52	\$4,959.70		
Tree Trimmer II	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Underground Utility Service Locator	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Utilities Administrator	141	MM	\$9,888.51	\$10,382.93	\$10,902.08	\$11,447.19	\$12,019.55	\$12,620.53		
Utilities Maintenance Supervisor	53	GS	\$5,490.89	\$5,765.44	\$6,053.71	\$6,356.39	\$6,674.21	\$7,007.92		
Utilities Maintenance Worker I	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Utilities Maintenance Worker II	42	GS	\$4,184.85	\$4,394.10	\$4,613.80	\$4,844.50	\$5,086.71	\$5,341.05		
Utilities Maintenance Worker III (Sewer)	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Utilities Maintenance Worker III (Water)	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		
Utilities Maintenance Worker IV (Water)	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		
Wastewater Systems Administrator	141	MM	\$9,888.51	\$10,382.93	\$10,902.08	\$11,447.19	\$12,019.55	\$12,620.53		
Water / Wastewater Instrumental Technician	62	GS	\$6,857.37	\$7,200.24	\$7,560.25	\$7,938.27	\$8,335.18	\$8,751.94		
Water Pollution Control Facility Superintendent	141	MM	\$9,888.51	\$10,382.93	\$10,902.08	\$11,447.19	\$12,019.55	\$12,620.53		
Water Pollution Control O-I-T	40	GS	\$3,983.21	\$4,182.37	\$4,391.48	\$4,611.06	\$4,841.61	\$5,083.69		
Water Pollution Control Operator I	51	GS	\$5,226.32	\$5,487.63	\$5,762.01	\$6,050.11	\$6,352.61	\$6,670.25		
Water Pollution Control Operator II	55	GS	\$5,768.86	\$6,057.31	\$6,360.18	\$6,678.18	\$7,012.09	\$7,362.69		
Water Pollution Control Operator III	59	GS	\$6,367.75	\$6,686.13	\$7,020.44	\$7,371.46	\$7,740.05	\$8,127.05		
Water Pollution Control Operator IV	63	GS	\$7,028.81	\$7,380.24	\$7,749.25	\$8,136.71	\$8,543.54	\$8,970.72		
Water Quality Specialist I	48	GS	\$4,853.14	\$5,095.80	\$5,350.60	\$5,618.13	\$5,899.03	\$6,193.98		
Water Quality Specialist II	52	GS	\$5,356.97	\$5,624.81	\$5,906.06	\$6,201.36	\$6,511.43	\$6,837.00		

Water Systems Administrator	141	MM	\$9,888.51	\$10,382.93	\$10,902.08	\$11,447.19	\$12,019.55	\$12,620.53		
Water Systems Operator I	42	GS	\$4,184.85	\$4,394.10	\$4,613.80	\$4,844.50	\$5,086.71	\$5,341.05		
Water Systems Operator II	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		

TEMPORARY / PART-TIME / SEASONAL EMPLOYEES - HOURLY WAGES										
CLASSIFICATION			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I	116	MM	\$30.77	\$32.31	\$33.93	\$35.62	\$37.40	\$39.27		
Accountant II	120	MM	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35		
Accounting Technician	45	GS	\$26.00	\$27.30	\$28.67	\$30.10	\$31.60	\$33.18		
Administrative Clerk I	28	GS	\$17.09	\$17.94	\$18.84	\$19.78	\$20.77	\$21.81		
Administrative Clerk II	32	GS	\$18.86	\$19.80	\$20.79	\$21.83	\$22.93	\$24.07		
Administrative Clerk III	36	GS	\$20.82	\$21.86	\$22.95	\$24.10	\$25.31	\$26.57		
Administrative Secretary	42	GS	\$24.14	\$25.35	\$26.62	\$27.95	\$29.35	\$30.81		
Administrative Supervisor	47	GS	\$27.32	\$28.68	\$30.12	\$31.62	\$33.20	\$34.86		
Aquatics Coordinator	32	GS	\$18.86	\$19.80	\$20.79	\$21.83	\$22.93	\$24.07		
Aquatics Supervisor	48	GS	\$28.00	\$29.40	\$30.87	\$32.41	\$34.03	\$35.74		
Assist City Manager/Comm & Econ Dev Dir	Contract		\$71.91				\$92.32			
Assistant Engineer	125	MM	\$38.43	\$40.35	\$42.37	\$44.49	\$46.71	\$49.05		
Assistant Planner	118	MM	\$32.33	\$33.95	\$35.64	\$37.43	\$39.30	\$41.26		
Associate Civil Engineer	131	MM	\$44.57	\$46.80	\$49.14	\$51.59	\$54.17	\$56.88		
Associate Engineer	127	MM	\$40.38	\$42.39	\$44.51	\$46.74	\$49.08	\$51.53		
Associate Planner	124	MM	\$37.49	\$39.37	\$41.34	\$43.40	\$45.57	\$47.85		
Building Inspection Services Manager	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30		
Building Inspector I	49	GS	\$28.70	\$30.13	\$31.64	\$33.22	\$34.88	\$36.63		
Building Inspector II	53	GS	\$31.68	\$33.26	\$34.93	\$36.67	\$38.51	\$40.43		
Business Engagement / Resource Conservation Progr	124	MM	\$37.49	\$39.37	\$41.34	\$43.40	\$45.57	\$47.85		
Chief Building Official	140	MM	\$55.66	\$58.44	\$61.36	\$64.43	\$67.65	\$71.04		
Chief Collection Systems Operator	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30		
Chief Information Officer	142	MM	\$58.48	\$61.40	\$64.47	\$67.69	\$71.08	\$74.63		
Chief Plant Operator	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30		
Chief Project Engineer	145	MM	\$62.97	\$66.12	\$69.43	\$72.90	\$76.54	\$80.37		
Chief Water Systems Operator	132		\$45.68				\$55.53			
Children's Librarian II	118	MM	\$32.33	\$33.95	\$35.64	\$37.43	\$39.30	\$41.26		
City Clerk	Contract						\$61.14			
City Engineer	145	MM	\$62.97	\$66.12	\$69.43	\$72.90	\$76.54	\$80.37		
City Manager	Contract	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135.60	\$0.00		
Code Compliance Officer I	46	MM	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Code Compliance Officer II	50	GS	\$29.42	\$30.89	\$32.43	\$34.05	\$35.76	\$37.54		
Communications and Strategic Policy Manager	134	MM	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30	\$61.22		
Community Development Clerk I	32		\$18.86				\$22.93			
Community Development Clerk II	37	GS	\$21.34	\$22.41	\$23.53	\$24.70	\$25.94	\$27.24		
Community Development Director	Contract	\$0.00	\$65.23	\$0.00	\$0.00	\$0.00	\$84.71	\$0.00		

Community Development Technician I	42	GS	\$24.14	\$25.35	\$26.62	\$27.95	\$29.35	\$30.81		
Community Development Technician II	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Community Risk Reduction Specialist I	Base	F	\$28.87	\$30.31	\$31.83	\$33.42	\$35.09	\$0.00		
Community Risk Reduction Specialist II	Base		\$31.04	\$32.59	\$34.22	\$35.93	\$37.73	\$0.00		
Community Risk Reduction Specialist Senior	Base	F	\$34.37	\$36.09	\$37.89	\$39.79	\$41.78	\$0.00		
Community Services Director	Contract	\$0.00	\$65.23	\$0.00	\$0.00	\$0.00	\$84.71	\$0.00		
Community Services Officer	Base	P	\$24.96	\$26.21	\$27.52	\$28.89	\$30.34	\$31.85		
Community Services Program Manager	125	MM	\$38.43	\$40.35	\$42.37	\$44.49	\$46.71	\$49.05		
Conservation Coordinator	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Construction Project Manager	129	MM	\$42.42	\$44.54	\$46.77	\$49.11	\$51.56	\$54.14	\$0.00	\$0.00
Crime Prevention Specialist	Base		\$24.96				\$30.34			
Data Services Manager	136	MM	\$50.42	\$52.95	\$55.59	\$58.37	\$61.29			
Deputy Chief (aka Police Captain)	Base		\$66.69				\$81.07			
Deputy Director of Community Development	Contract	\$0.00	\$57.27	\$0.00	\$0.00	\$0.00	\$73.43	\$0.00		
Deputy Fire Chief	Flat	FM	\$64.70	\$67.93	\$71.33	\$74.89	\$79.28	\$0.00		
Director of Administrative Services	Contract	\$0.00	\$65.23	\$0.00	\$0.00	\$0.00	\$84.71	\$0.00		
Economic Development Manager	136	MM	\$50.42	\$52.95	\$55.59	\$58.37	\$61.29	\$64.36		
Electrical / Signs & Markings Supervisor	134	MM	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30	\$61.22		
Electrician's Assistant	43	GS	\$24.75	\$25.98	\$27.28	\$28.65	\$30.08	\$31.58		
Engineering Aide I	33	GS	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50	\$24.67		
Engineering Aide II	37	GS	\$21.34	\$22.41	\$23.53	\$24.70	\$25.94	\$27.24		
Engineering Assistant	56	GS	\$34.11	\$35.82	\$37.61	\$39.49	\$41.47	\$43.54		
Engineering Technician I	44	GS	\$25.37	\$26.63	\$27.97	\$29.36	\$30.83	\$32.37		
Engineering Technician II	48	GS	\$28.00	\$29.40	\$30.87	\$32.41	\$34.03	\$35.74		
Engineering Technician III	52	GS	\$30.91	\$32.45	\$34.07	\$35.78	\$37.57	\$39.44		
Environmental Compliance Inspector I	39	GS	\$22.42	\$23.54	\$24.72	\$25.95	\$27.25	\$28.61		
Environmental Compliance Inspector II	43	GS	\$24.75	\$25.98	\$27.28	\$28.65	\$30.08	\$31.58		
Environmental Compliance Specialist	49	GS	\$28.70	\$30.13	\$31.64	\$33.22	\$34.88	\$36.63		
Environmental Resources Analyst	127	MM	\$40.38	\$42.39	\$44.51	\$46.74	\$49.08	\$51.53		
Environmental Sustainability Manager	131	MM	\$44.57	\$46.80	\$49.14	\$51.59	\$54.17	\$56.88		
Equipment Service Clerk	32	GS	\$18.86	\$19.80	\$20.79	\$21.83	\$22.93	\$24.07		
Equipment Service Worker	34	GS	\$19.82	\$20.81	\$21.85	\$22.94	\$24.09	\$25.29		
Executive Assistant - Confidential	0	C	\$26.83	\$28.17	\$29.58	\$31.06	\$32.61	\$34.25		
Facility Maintenance Worker I	35	GS	\$20.31	\$21.33	\$22.39	\$23.51	\$24.69	\$25.92		
Facility Maintenance Worker II	41	GS	\$23.55	\$24.73	\$25.97	\$27.27	\$28.63	\$30.06		
Facility Maintenance Worker III	45	GS	\$26.00	\$27.30	\$28.67	\$30.10	\$31.60	\$33.18		
Finance Clerk I	32	GS	\$18.86				\$22.93			
Finance Clerk II	37	GS	\$21.34	\$22.41	\$23.53	\$24.70	\$25.94	\$27.24		
Finance Clerk III	41	GS	\$23.55	\$24.73	\$25.97	\$27.27	\$28.63	\$30.06		
Finance Director	Contract	\$0.00	\$55.17	\$0.00	\$0.00	\$0.00	\$70.82	\$0.00		
Finance Officer	141	MM	\$57.05	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Finance Specialist	41	GS	\$23.55	\$24.73	\$25.97	\$27.27	\$28.63			
Finance Supervisor	54	GS	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47			
Financial Services Manager	136		\$50.42				\$61.29			
Fire Battalion Chief	Flat	FM	\$56.72	\$59.55	\$62.53	\$65.65	\$68.94			

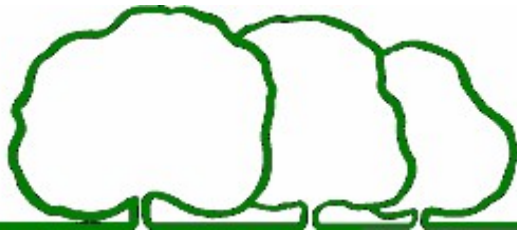
Fire Captain	Base	F	\$45.76	\$48.05	\$50.45	\$52.97	\$55.62		
Fire Chief	Contract	\$0.00	\$74.71	\$0.00	\$0.00	\$0.00	\$96.16		
Fire Engineer	Base	F	\$39.71	\$41.70	\$43.78	\$45.97	\$48.27		
Fire Marshal	Flat	FM	\$56.72	\$59.55	\$62.53	\$65.65	\$68.94		
Fire Prevention Specialist I (aka Community Risk Red	Base	F	\$28.87	\$30.31	\$31.83	\$33.42	\$35.09		
Fire Prevention Specialist II (aka Community Risk Red	Base	F	\$31.04	\$32.59	\$34.22	\$35.93	\$37.73	\$0.00	
Firefighter	Base	F	\$34.99	\$36.74	\$38.58	\$40.51	\$42.53	\$0.00	
Firefighter Recruit	Base	F	\$31.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fleet & Facilities Manager	131	MM	\$44.57	\$46.80	\$49.14	\$51.59	\$54.17	\$56.88	
GIS Coordinator	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30	
GIS Technician I	49	GS	\$28.70	\$30.13	\$31.64	\$33.22	\$34.88	\$36.63	
GIS Technician II	53	GS	\$31.68	\$33.26	\$34.93	\$36.67	\$38.51	\$40.43	
Heavy Equipment Mechanic		GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01	
Housing Analyst I (aka Redevelopment & Housing Analyst I)		MM	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35	
Housing Analyst II (aka Redevelopment & Housing Analyst II)		MM	\$37.49	\$39.37	\$41.34	\$43.40	\$45.57	\$47.85	
Human Resources Analyst I		C	\$32.65	\$34.28	\$35.99	\$37.79	\$39.68	\$41.67	
Human Resources Analyst II		C	\$36.94	\$38.78	\$40.72	\$42.76	\$44.90	\$47.14	
Human Resources Clerk		C	\$20.61	\$21.64	\$22.72	\$23.86	\$25.05	\$26.31	
Human Resources Manager	0	C	\$52.16	\$54.77	\$57.51	\$60.38	\$63.40	\$66.57	
Human Resources Technician I	0	C	\$24.50	\$25.73	\$27.01	\$28.36	\$29.78	\$31.27	
Human Resources Technician II	0	C	\$27.32	\$28.68	\$30.12	\$31.62	\$33.20	\$34.86	
Industrial Electrical/Electronics Technician	58	GS	\$35.84	\$37.63	\$39.52	\$41.49	\$43.57	\$45.74	
Information Technology Technician I	48	GS	\$28.00	\$29.40	\$30.87	\$32.41	\$34.03	\$35.74	
Information Technology Technician II	52	GS	\$30.91	\$32.45	\$34.07	\$35.78	\$37.57	\$39.44	
Infrastructure O & M Superintendent	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30	
Junior Engineer	121	MM	\$34.82	\$36.56	\$38.38	\$40.30	\$42.32	\$44.44	
Junior Planner	113	MM	\$28.58	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47	
Laboratory & Environmental Compliance Mgr.	129	MM	\$42.42	\$44.54	\$46.77	\$49.11	\$51.56	\$54.14	
Laboratory Supervisor	127	MM	\$40.38	\$42.39	\$44.51	\$46.74	\$49.08	\$51.53	
Laboratory Technician I	43	GS	\$24.75	\$25.98	\$27.28	\$28.65	\$30.08	\$31.58	
Laboratory Technician II	47	GS	\$27.32	\$28.68	\$30.12	\$31.62	\$33.20	\$34.86	
Librarian I	114	MM	\$29.29	\$30.75	\$32.29	\$33.91	\$35.60	\$37.38	
Librarian II	118	MM	\$32.33	\$33.95	\$35.64	\$37.43	\$39.30	\$41.26	
Librarian III	122		\$35.69				\$43.38		
Library Services Director	Contract	\$0.00	\$60.06	\$0.00	\$0.00	\$0.00	\$72.98	\$0.00	
Library Technical Assistant I	29	GS	\$17.51	\$18.39	\$19.31	\$20.28	\$21.29	\$22.35	
Library Technical Assistant II	33	GS	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50	\$24.67	
Library Technical Assistant III	37	GS	\$21.34	\$22.41	\$23.53	\$24.70	\$25.94	\$27.24	
Light Equipment Mechanic	41	GS	\$23.55	\$24.73	\$25.97	\$27.27	\$28.63	\$30.06	
Literacy Coordinator	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01	
Maintenance Supervisor	53	GS	\$31.68	\$33.26	\$34.93	\$36.67	\$38.51	\$40.43	
Maintenance Worker I	35	GS	\$20.31	\$21.33	\$22.39	\$23.51	\$24.69	\$25.92	
Maintenance Worker II	40	GS	\$22.98	\$24.13	\$25.34	\$26.60	\$27.93	\$29.33	
Maintenance Worker III	44	GS	\$25.37	\$26.63	\$27.97	\$29.36	\$30.83	\$32.37	
Management Analyst I	120	MM	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35	

Management Analyst II	125	MM	\$38.43	\$40.35	\$42.37	\$44.49	\$46.71	\$49.05		
Meter Services Technician	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Office Manager	115	MM	\$30.02	\$31.52	\$33.10	\$34.75	\$36.49	\$38.32		
Operations and Maintenance Superintendent	137	MM	\$51.68	\$54.27	\$56.98	\$59.83	\$62.82	\$65.96		
Park Maintenance Technician	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Park Maintenance Worker I	35	GS	\$20.31	\$21.33	\$22.39	\$23.51	\$24.69	\$25.92		
Park Maintenance Worker II	39	GS	\$22.42	\$23.54	\$24.72	\$25.95	\$27.25	\$28.61		
Park Maintenance Worker III	43	GS	\$24.75	\$25.98	\$27.28	\$28.65	\$30.08	\$31.58		
Park Planner	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30		
Park Superintendent	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30		
Park Supervisor	51	GS	\$30.15	\$31.66	\$33.24	\$34.91	\$36.65	\$38.48		
Planning Manager	140	MM	\$55.66	\$58.44	\$61.36	\$64.43	\$67.65	\$71.04		
Police Captain	Base	PM	\$66.69	\$70.03	\$73.53	\$77.21	\$81.07	\$85.12	\$89.38	\$93.85
Police Chief	Contract	\$0.00	\$87.89				\$115.64			
Police Crime and Intelligence Analyst	Base	PS	\$32.00	\$33.60	\$35.28	\$37.04	\$38.89			
Police Lieutenant	Base	PM	\$60.68	\$63.72	\$66.90	\$70.25	\$73.76	\$77.45	\$81.32	\$85.39
Police Officer	Base	P	\$37.92	\$39.81	\$41.80	\$43.89	\$46.09	\$48.39	\$50.81	
Police Officer Recruit (Non-Safety)	Base	\$0.00	\$34.13							
Police Records Manager	120	MM	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35		
Police Records Specialist	Base	P	\$22.15	\$23.26	\$24.42	\$25.64	\$26.93			
Police Records Supervisor	Base	PS	\$30.01	\$31.52	\$33.09	\$34.75	\$36.48			
Police Sergeant	Base	PS	\$43.86	\$46.05	\$48.36	\$50.78	\$53.31	\$55.98	\$58.78	\$61.72
Pool and Recreation Facility Technician (formerly Pool	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Pool Facility Technician	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Principal Civil Engineer	141	MM	\$57.05	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Principal Planner	136	MM	\$50.42	\$52.95	\$55.59	\$58.37	\$61.29	\$64.36		
Principal Utilities Civil Engineer	141	MM	\$57.05	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Program Anlayst	63	GS	\$40.55				\$49.29			
Public Works Director	Contract	\$0.00	\$65.23	\$0.00	\$0.00	\$0.00	\$84.71	\$0.00		
Public Works O&M Infrastructure Admin	141	MM	\$57.05	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Purchasing Manager	123	MM	\$36.58	\$38.41	\$40.33	\$42.34	\$44.46	\$46.68		
Recreation Coordinator	36	GS	\$20.82	\$21.86	\$22.95	\$24.10	\$25.31	\$26.57		
Recreation Superintendent	131	MM	\$44.57	\$46.80	\$49.14	\$51.59	\$54.17	\$56.88		
Recreation Supervisor	50	GS	\$29.42	\$30.89	\$32.43	\$34.05	\$35.76	\$37.54		
Redev. & Housing Analyst I (renamed to Housing Ana	120	MM	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35		
Redev. & Housing Analyst II (renamed to Housing Ana	124	MM	\$37.49	\$39.37	\$41.34	\$43.40	\$45.57	\$47.85		
Redevelopment Manager	136	MM	\$50.42	\$52.95	\$55.59	\$58.37	\$61.29	\$64.36		
Secretary to City Manager	0	C	\$27.52	\$28.90	\$30.34	\$31.86	\$33.45	\$35.12		
Senior Accountant	125	MM	\$38.43	\$40.35	\$42.37	\$44.49	\$46.71	\$49.05		
Senior Associate Civil Engineer	134	MM	\$47.99	\$50.39	\$52.91	\$55.56	\$58.34	\$61.25		
Senior Building Inspector	57	GS	\$34.97	\$36.72	\$38.55	\$40.48	\$42.50	\$44.63		
Senior Building Plans Examiner	58	GS	\$35.84	\$37.63	\$39.52	\$41.49	\$43.57	\$45.74		
Senior Center Manager	120	MM	\$33.97	\$35.67	\$37.45	\$39.32	\$41.29	\$43.35		
Senior Civil Engineer	138	MM	\$52.98	\$55.63	\$58.41	\$61.33	\$64.39	\$67.61		
Senior Construction Project Manager	131	MM	\$44.57	\$46.80	\$49.14	\$51.59	\$54.17	\$56.88		

Senior Engineering Assistant	58	GS	\$35.84	\$37.63	\$39.52	\$41.49	\$43.57	\$45.74		
Senior Environmental Resources Analyst	131	MM	\$44.57	\$46.80	\$49.14	\$51.59	\$54.17	\$56.88		
Senior Equipment Mechanic	131	GS	\$29.42	\$30.89	\$32.43	\$34.05	\$35.76	\$37.54		
Senior Human Resources Analyst	0	C	\$42.48	\$44.60	\$46.83	\$49.17	\$51.63	\$54.21		
Senior Maintenance Worker	47	GS	\$27.32	\$28.68	\$30.12	\$31.62	\$33.20	\$34.86		
Senior Management Analyst	131	MM	\$44.57	\$46.80	\$49.14	\$51.59	\$54.17	\$56.88		
Senior Planner	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30		
Senior Police Records Specialist	Base	P	\$24.37	\$25.59	\$26.87	\$28.21	\$29.62			
Senior Signs and Markings Technician	45	GS	\$26.00	\$27.30	\$28.67	\$30.10	\$31.60	\$33.18		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$37.66	\$39.54	\$41.52	\$43.59	\$45.77	\$48.06		
Senior Tree Trimmer	45	GS	\$26.00	\$27.30	\$28.67	\$30.10	\$31.60	\$33.18		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47	\$41.44		
Senior Utilities Maintenance Worker (Water)	54	GS	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47	\$41.44		
Senior Water Pollution Control Operator	67	GS	\$44.76	\$47.00	\$49.35	\$51.82	\$54.41	\$57.13		
Senior Water Quality Specialist	58	GS	\$35.84	\$37.63	\$39.52	\$41.49	\$43.57	\$45.74		
Senior Water System Operator	54	GS	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47	\$41.44		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$43.67	\$45.85	\$48.15	\$50.55	\$53.08	\$55.73		
Signs and Markings Tech I	39	GS	\$22.42	\$23.54	\$24.72	\$25.95	\$27.25	\$28.61		
Signs and Markings Tech II	43	GS	\$24.75	\$25.98	\$27.28	\$28.65	\$30.08	\$31.58		
Social Services Manager	132	MM	\$45.68	\$47.97	\$50.36	\$52.88	\$55.53	\$58.30		
Sports Manager	125	MM	\$38.43	\$40.35	\$42.37	\$44.49	\$46.71	\$49.05		
Stock Clerk	32	GS	\$18.86	\$19.80	\$20.79	\$21.83	\$22.93	\$24.07		
Storekeeper	35	GS	\$20.31	\$21.33	\$22.39	\$23.51	\$24.69	\$25.92		
Technical Services Manager	136	MM	\$50.42	\$52.95	\$55.59	\$58.37	\$61.29	\$64.36		
Traffic Signal / Street Lighting Technician	56	GS	\$34.11	\$35.82	\$37.61	\$39.49	\$41.47	\$43.54		
Transportation Engineer	134	MM	\$47.99	\$50.39	\$52.91	\$55.56	\$58.34	\$61.25		
Treatment Plant Mechanic	54	GS	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47	\$41.44		
Treatment Plant Superintendent	137	MM	\$51.68	\$54.27	\$56.98	\$59.83	\$62.82	\$65.96		
Tree Trimmer I	39	GS	\$22.42	\$23.54	\$24.72	\$25.95	\$27.25	\$28.61		
Tree Trimmer II	43	GS	\$24.75	\$25.98	\$27.28	\$28.65	\$30.08	\$31.58		
Underground Utility Service Locator	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Utilities Administrator	141	MM	\$57.05	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Utilities Maintenance Supervisor	53	GS	\$31.68	\$33.26	\$34.93	\$36.67	\$38.51	\$40.43		
Utilities Maintenance Worker I	37	GS	\$21.34	\$22.41	\$23.53	\$24.70	\$25.94	\$27.24		
Utilities Maintenance Worker II	42	GS	\$24.14	\$25.35	\$26.62	\$27.95	\$29.35	\$30.81		
Utilities Maintenance Worker III (Sewer)	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Utilities Maintenance Worker III (Water)	46	GS	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$29.42	\$30.89	\$32.43	\$34.05	\$35.76	\$37.54		
Utilities Maintenance Worker IV (Water)	50	GS	\$29.42	\$30.89	\$32.43	\$34.05	\$35.76	\$37.54		
Wastewater Systems Administrator	141	MM	\$57.05	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Water / Wastewater Instrumental Technician	62	GS	\$39.56	\$41.54	\$43.62	\$45.80	\$48.09	\$50.49		
Water Pollution Control Facility Superintendent	141	MM	\$57.05	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Water Pollution Control O-I-T	40	GS	\$22.98	\$24.13	\$25.34	\$26.60	\$27.93	\$29.33		
Water Pollution Control Operator I	51	GS	\$30.15	\$31.66	\$33.24	\$34.91	\$36.65	\$38.48		
Water Pollution Control Operator II	55	GS	\$33.28	\$34.95	\$36.69	\$38.53	\$40.46	\$42.48		

Water Pollution Control Operator III	59	GS	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65	\$46.89		
Water Pollution Control Operator IV	63	GS	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29	\$51.76		
Water Quality Specialist I	48	GS	\$28.00	\$29.40	\$30.87	\$32.41	\$34.03	\$35.74		
Water Quality Specialist II	52	GS	\$30.91	\$32.45	\$34.07	\$35.78	\$37.57	\$39.44		
Water Systems Administrator	141	MM	\$57.05	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Water Systems Operator I	42	GS	\$24.14	\$25.35	\$26.62	\$27.95	\$29.35	\$30.81		
Water Systems Operator II	50	GS	\$29.42	\$30.89	\$32.43	\$34.05	\$35.76	\$37.54		

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES										
			A STEP	B STEP	C STEP	D STEP	E STEP			
Activity Leader I			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Activity Leader II			\$16.00	\$16.25	\$16.50	\$16.75	\$17.00			
Activity Manager			\$17.00	\$17.25	\$17.50	\$17.75	\$18.00			
Cashier			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Counselor			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Intern			\$16.00	\$17.00	\$18.00	\$19.00	\$20.00			
Library Page			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Lifeguard / Aide			\$17.00	\$17.25	\$17.50	\$17.75	\$18.00			
Lifeguard / Instructor			\$18.00	\$18.25	\$18.50	\$18.75	\$19.00			
Pool Manager			\$20.50	\$20.75	\$21.00	\$21.25	\$21.50			
Recreation Facility Aide			\$18.25	\$18.50	\$18.75	\$19.00	\$19.25			
Special Program Coordinator			\$19.50	\$19.75	\$20.00	\$20.25	\$20.50			
Swim Instructor Aide			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Approved by City Council: December 20, 2022										



City of Woodland

Letter of Understanding – Police Recruits

Police Officer Recruit is a non-represented position in the City of Woodland. This memo serves to summarize the salary and benefits available to this position.

SALARY:

- Police Officer Recruit salary is shown on the City of Woodland approved salary schedule and is calculated to be 10% below the salary of a Police Officer at Step A.

BENEFITS:

- **Leaves and Holidays**
 - Vacation – Vacation Leave is accrued at the same rate as the non-sworn positions, as outlined in the Memorandum of Understanding (MOU) for the Woodland Police Officers' Association (WPOA).
 - Sick Leave – Sick leave is accrued at the rate of eight (8) hours per month.
 - Holidays – In the event the Academy is closed on any day that is a recognized holiday for the City of Woodland, Recruits will be paid regular pay for that day.
- **Health Insurance**
 - The City contributes toward employee medical coverage in the same amounts as shown for non-sworn employees in the WPOA MOU. Medical coverage begins in the month following the employees start date with the City.
 - Dental and vision insurance are provided at no cost to the employee.
- **Retirement**
 - Police Recruits are defined as Miscellaneous employees for CalPERS retirement purposes. Police Recruits will become Safety members with CalPERS on the first day of the payroll period following their swearing in.
 - The CalPERS retirement formulas and related employee contributions are the same as those described for non-sworn (Miscellaneous) employees in the WPOA MOU.
- **Other Benefits**
 - Deferred Compensation – employees have the option to contribute to any deferred compensation plans, including Roth options, offered by the City.
 - Voluntary benefits – Supplemental Life, Cancer, Accident and Critical Illness coverage is available for employee enrollment and purchase.
 - Voluntary Flexible Spending accounts available
- **Expenses**
 - Any expenses associated with the POST academy, such as tuition, uniforms and equipment, will be paid by the City.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.6
SUBJECT: Changes to Police Department Job Descriptions

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, approving and adopting the updated job descriptions for sworn police staff.

Staff Contact:

Derrek Kaff, Chief of Police, 530-661-7865; Derrek.Kaff@cityofwoodland.org

Background:

On September 30, 2021, Governor Newsom signed Senate Bill No. 2 Peace officers: certification: civil rights. (2021-2022) which outlines the peace officer certification requirements in California. The bill disqualifies any person who has been certified as a peace officer by the Commission on Peace Officer Standards and Training and has surrendered that certification or had that certification revoked by the commission, or has been denied certification. The bill requires a law enforcement agency employing certain peace officers to employ only individuals with a current, valid certification or pending certification. This bill incorporates additional changes to Section 832.7 of the Penal Code proposed by SB 16.

Discussion:

Due to the enactment of Senate Bill No. 2, changes were necessary for our sworn job descriptions to include Chief of Police, Deputy Police Chief, Police Lieutenant, Police Sergeant, Police Officer, and Police Officer Recruit. For the Chief of Police, Deputy Police Chief, Police Lieutenant, and Police Sergeant, the following requirement has been added to the job description: "Must maintain a valid CA POST certificate". For Police Officer, the following has been added to the job description: "Possession of a CA POST certificate or CA POST Proof of Eligibility certificate." For Police Officer Recruit, the following has been added to the job description: "Ability to obtain and maintain a CA POST certificate or CA POST Proof of Eligibility certificate." These changes will allow current and future employees to meet the certification qualifications under the State of California to perform as a sworn police officer in light of the changes from Senate Bill No. 2.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, approving and adopting the updated job descriptions for sworn police staff.

Prepared By: Trista Kennedy, Executive Assistant

Reviewed By: Derrek Kaff, Chief of Police



Ken Hiatt
City Manager

Attachments:

1. Police Chief
2. Deputy Police Chief
3. Police Lieutenant
4. Police Sergeant
5. Police Officer
6. Police Officer Recruit



POLICE CHIEF

DEFINITION

Under City Manager, the Police Chief serves as the principal administrative officer for the Police Department; plans, directs, reviews, and manages Department activities and operations encompassing a wide range of law enforcement-related functions including neighborhood policing, patrol services, traffic services, court services, special forces, investigations, crime prevention, emergency preparedness, public information, staff training, and related administrative/technical services; assures Department compliance with and enforcement of applicable Federal, State, and local laws, ordinances, and codes; manages and supervises staff; serves as a member of the City's Executive Team.

DISTINGUISHING CHARACTERISTICS

This is a single-position executive management classification. The Police Chief's duties are administrative/managerial in nature, and the incumbent performs work that is very complex, with broad authority for overseeing the day-to-day operations of the Police Department as well as responsibility for Department strategic planning and goal setting. The incumbent has extensive contact with public officials, State/Federal/local agencies, other public/private organizations and the general public, and is responsible for developing, proposing, and implementing programs designed to provide quality police protection services, crime-solving and prevention services and maintain excellent customer service within the Department's jurisdiction. The classification of Police Chief is distinguished from the classification of Deputy Police Chief by its level and degree of responsibility for broad oversight of all Department functions.

SUPERVISION RECEIVED AND EXERCISED

Executive direction is provided by the City Manager. The incumbent has broad supervisory authority over a large and diverse group of management, supervisory, professional, technical, and support positions whose incumbents perform the full range of police service-related activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

- Plans, organizes, manages, leads, and directs the overall operations of the Police Department including, but not limited to, those services related to neighborhood policing, patrol, traffic, investigations, crime prevention, public information, and staff training, as well as related administrative/technical services.
- Selects, assigns, trains, directs, and evaluates subordinate staff, including subordinate managers, supervisors, sworn professionals and others; assures training and guidance for staff

involved in various aspects of police service; oversees and implements disciplinary actions when necessary.

- Develops, plans, and implements Police Department goals and objectives in accordance with the core purpose, mission, vision, and values of the organization; develops, recommends, and administers policies and procedures; establishes priorities; monitors the efficiency and effectiveness of Department work products through quality control and related activities.
- Administers, directs, and participates in development of the Department budget; analyzes budget data to identify and project resource needs; obtains needed resources; develops strategies to increase Department funding; develops and monitors grant-funded programs; monitors and approves budget expenditures.
- Reviews legislation and assures Police Department compliance with appropriate law enforcement-related laws, regulations, statutes, and codes.
- Participates as a member of the City's Executive Team; provides assistance to the City Manager and the City Council on police service-related matters.
- Coordinates assigned activities with City officials, other City departments, and outside agencies as appropriate; maintains effective working relationships with City staff, Federal/State/local agencies, the general public and others; seeks to achieve positive public relations in all Department activities; participates on committees and boards and in community activities as assigned; attends meetings, conferences, and workshops as assigned; may testify in court and/or before legislative bodies.
- Coordinates with the Office of Emergency Services to ensure collaboration and joint efforts in planning and community preparedness efforts.
- Constantly strives to improve Departmental operation through training and professional development opportunities for employees and promotes inclusiveness and values diversity throughout the organization.
- Constantly strives to strengthen Police Department relationships within the community, and encourage positive relationships with the public and possesses a high degree of awareness of and sensitivity to the cultural diversity of the community.
- Prepares complex statistical and narrative reports, correspondence, and other documents.
- May participate in difficult investigations and/or crime scenes as necessary to help manage and/or oversee operations; may perform special projects.
- Serve as Acting City Manager as assigned.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of modern public administration including planning, organizing, staffing, leading, and controlling.
- Principles and practices of human resources management, supervision, and training.
- Public relations practices and techniques.
- Current principles, practices, methods, and techniques of policing and law enforcement with particular reference to community-based policing including administrative, operational, and investigative services; maintenance and use of modern law enforcement, weapons, and safety equipment.
- Current literature, laws, regulations, and developments, as well as various agencies that impact police-related services.

- Research methods; report writing techniques; statistical concepts and methods; principles and techniques of project management.

Ability to:

- Lead, administer, and oversee a city Police Department; make decisions under pressure.
- Supervise subordinate personnel, including managers, supervisors, and sworn professional staff.
- Develop and implement police service-related strategic plans, policies, and procedures.
- Develop, administer, and control budgets.
- Read and interpret complex laws and regulations regarding police-related services.
- Establish effective working relationships with public officials, public/private agencies, and the general public on a variety of issues.
- Prepare complex narrative and statistical reports, correspondence, and other documents.
- Participate in or direct difficult investigations/crime scene activities if required.

Skill in:

- Use of modern office equipment, including computers, computer applications and software.
- Use of modern communication devices including radios and cell phones.
- Use of law enforcement weapons and other equipment.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Possession of a Bachelor's Degree from an accredited college or university with major work in public/business administration, criminal justice or related field is required. A Master's Degree in business administration, criminal justice or related field is preferred.

Completion of Command College, FBI National Academy, or comparable law enforcement executive training is desired.

Bilingual: Knowledge of a second language is a plus.

Experience:

Ten years of increasingly responsible experience in all major phases of municipal police work; at least three years of responsible administrative/management experience in a municipal police department.

License or Certificate

Must maintain a valid CA POST certificate. Possession of a POST Management Certificate is desirable.

SPECIAL QUALIFICATIONS

Age

Must be at least 21 years of age by the date of appointment.

Citizenship

Must be a citizen of the United States by the date of appointment.

Driver License

Possession of a valid California Class C Driver license at the time of appointment. Loss of the license is cause for discipline.

Certification

Must obtain appropriate POST Certificate within POST designated timeframes.

Respiratory Protective Equipment

Work in this class requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Felony Convictions

Free of felony convictions under California Government Code Section 1029.

Candidates not employed by the Woodland Police Department must pass the following:

Background

Must pass a background investigation, which includes a criminal history check for job-related convictions, fingerprinting, polygraph test, credit check, and drug use history.

Medical/Drug Test/Psychological Test

Must pass a medical examination, drug test, and psychological test.

ADA Compliance

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in patrol car or class room setting

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Physical Agility: Must be agile and have the ability to chase on foot suspects, climb walls/fences/stairs, while carrying standard safety gear.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: 12/15/2020



DEPUTY POLICE CHIEF

DEFINITION

Under executive direction, the Deputy Police Chief assists in performing administrative duties in planning, organizing, and directing the activities of the Police Department, Administrative Services, Operations, or Investigations; develops and implements goals and objectives, and evaluates programs and activities to ensure compliance; designs and implements crime prevention and other key programs.

DISTINGUISHING CHARACTERISTICS

This is a management-level classification populated with multiple incumbents. The Deputy Police Chief assists in the management of the Police Department and is responsible for the effective administration of the Bureaus consisting of professional police and technical staff personnel, both sworn and non-sworn, engaged in law enforcement work. Deputy Police Chief is distinguished from the next lower classification of Police Lieutenant, in that the Deputy Police Chief is responsible for the overall administration of the Police Department whereas the Police Lieutenant is responsible for the administration of a bureau or a division with the department.

SUPERVISION RECEIVED AND EXERCISED

Executive direction is provided by the Police Chief. Responsibilities include direct supervision of sworn and non-sworn personnel including Police Bureau Managers and Administrative Analysts.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to, the following:

- Provides executive leadership to and assumes administrative control of all persons employed within the Police Department; directs the preparation of a variety of records and reports relating to department activities; reviews and evaluates reports submitted by subordinate personnel; acts as a representative for the Police Department at meetings, conferences, and other public functions; identifies and resolves difficult public and human relations problems; in the absence of the Police Chief, assumes an Acting role.
- Assists in developing and implementing departmental goals, objectives, policies, and procedures for the Police Department; assists in developing the departmental budget

and provides administrative guidance for the control of budget expenditures; reviews and directs the department's fiscal, equipment, and human resources.

- Evaluates and modifies, as required, programs, activities, policies, procedures, rules, orders, and regulations to ensure compliance with the City's and department's mission, goals, and objectives and general law; designs, coordinates, and implements community organization and mobilization efforts to achieve the department's mission, goals, and objectives.
- Develops and implements contemporary technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety.
- Assists in the evaluation process of potential candidates for the ranks of officer, sergeant, and lieutenant; interviews candidates and makes recommendations to Police Chief; directs and evaluates the work of sworn and non-sworn subordinates; reviews investigations of officer and/or staff misconduct within the office and divisions assigned and recommends disciplinary action to the Police Chief.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to accomplish the tasks of the position.
- Performs other or related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Contemporary principles, practices, and techniques of Police Administration, organization, and operations, including fiscal and human resources management.
- Federal, State, and local laws, ordinances, and regulations affecting the activities of the department.
- Criminal law, with particular reference to community-based policing, the apprehension, arrest, and prosecution of persons committing misdemeanors and felonies, and of the laws of arrest, search and seizure, and rules of evidence.
- Contemporary technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety.
- Principles of organization, administration, supervision, and personnel development.
- Contemporary technology and its application in law enforcement, including various types of firearms, communication devices/systems, information systems, and vehicles.

Ability to:

- Analyze sensitive and complex law enforcement problems and adopt quick, effective, and reasonable course(s) of action.
- Develop, implement, and monitor budgets for an office and/or divisions assigned.
- Plan, organize, direct, monitor, and evaluate the work of the office and/or division sworn and non-sworn staff.
- Prepare clear, concise, comprehensive reports and speak effectively before department staff, civic organizations, commissions, elected officials, and the general public.

- Develop and implement activities for an office and/or division assigned, including budget implementation and monitoring, and evaluating staff, technological, and material needs.
- Develop and implement contemporary technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety.
- Design and implement community organization and mobilization efforts that facilitate achievement of the department's mission, goals, and objectives.
- Identify and resolve difficult public and human relations problems.
- Establish and maintain cooperative and effective working relationships with the public, governmental officials, city departments, employees, and representatives of the press, television, and radio media.
- Speak effectively before department staff, civic organizations, commissions, elected officials, and the general public

Skill in:

- Use of computers, related computer applications and software.
- Driving a vehicle under hazardous conditions.
- The use of ancillary police weaponry and weaponless defense.
- The use of first-aid, including Cardiopulmonary Resuscitation techniques
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Possession of a Bachelor's Degree from an accredited college or university with major course work in Criminal Justice, Public Administration, Business Administration, Political Science or a closely related field; a Master's Degree is desirable.

Completion of Command College, FBI National Academy, or comparable law enforcement executive training is desired.

Bilingual: Knowledge of a second language is a plus.

Experience:

Three years of experience in a responsible middle management capacity in a municipal police department.

License or Certificate:

Must maintain a valid CA POST certificate. Possession of a POST Management Certificate is desirable.

SPECIAL QUALIFICATIONS

Age

Must be at least 21 years of age by the date of appointment.

Citizenship

Must be a citizen of the United States by the date of appointment.

Driver License

Possession of a valid California Class C Driver license at the time of appointment. Loss of the license is cause for discipline.

Certification

Must obtain appropriate POST Certificate within POST designated timeframes.

Respiratory Protective Equipment

Work in this class requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Felony Convictions

Free of felony convictions under California Government Code Section 1029.

Probationary Period

Employees must complete twelve (12) months of probation at the satisfactory performance level prior to gaining permanent status.

Candidates not employed by the Woodland Police Department must pass the following:

Background

Must pass a background investigation, which includes a criminal history check for job-related convictions, fingerprinting, polygraph test, credit check, and drug use history.

Medical/Drug Test/Psychological Test

Must pass a medical examination, drug test, and psychological test.

ADA Compliance

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in patrol car or class room setting

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Physical Agility: Must be agile and have the ability to chase on foot suspects, climb walls/fences/stairs, while carrying standard safety gear.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: 12/20/2022



POLICE LIEUTENANT

DEFINITION

Under limited direction, the Police Lieutenant performs difficult administrative duties in planning, organizing, and directing the activities of a large division and/or designated area while meeting the goals and objectives of the Police Department; assists in designing and implementing procedures, methods and programs; assumes command in emergency situations.

DISTINGUISHING CHARACTERISTICS

This is a management-level classification populated with multiple incumbents. The Police Lieutenant is responsible for performing administrative work of considerable difficulty in managing a major functional unit or shift with the Police Department. This classification is distinguished from the next lower sworn classification of Police Sergeant in that the Police Lieutenant has responsibility for a large division or area that includes the supervision of Sergeants, while the Sergeant supervises the activities of a departmental unit.

SUPERVISION RECEIVED AND EXERCISED

Limited direction is provided by a Deputy Chief of Police or the Chief of Police. Responsibilities include direct and indirect supervision of sworn and non-sworn personnel including Sergeants, Officers, Community Service Officers, Record Specialists, and other personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Depending on assignment, duties may include, but are not limited to, the following:

- Develops and implements division or area goals, objectives, policies, and procedures in support of the department's mission, vision and values; evaluates division activities, policies, procedures, and departmental rules, orders, and regulations and makes recommendations as needed; assists in designing, coordinating, and implementing community education, organization and mobilization efforts.
- Assists in designing and implementing contemporary technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety.
- Assumes administrative control of all persons employed within a division or area assigned; reviews, directs, and develops the performance of assigned staff and support staff; organizes and coordinates the dissemination of support information to staff within the office, division, or area assigned; establishes and directs training programs for both sworn and non-sworn personnel; reviews investigations of officer and/or staff misconduct within the office, division or area assigned and recommends disciplinary action to the Deputy Chief of Police or the Chief of Police.

- Conducts inspections of the division or area assigned to ensure compliance with laws, department and City policies and procedures.
- Assists in developing, implementing, and monitoring a division's budget and provides administrative guidance for the control of budget expenditures.
- Acts as representative for the Police Department at meetings, conferences, and other public functions; identifies and resolves difficult public and human relations problems; serves as Acting Deputy Chief of Police, as required.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to accomplish the tasks of the position.
- Performs other or related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Contemporary principles, practices, and techniques of Police administration, organization, and operations, including fiscal and human resources management.
- Laws, ordinances, and regulations affecting the activities of a division or area assigned, specifically; and the department, in general.
- Criminal law, with particular reference to community-based policing, the apprehension, arrest, and prosecution of persons committing misdemeanors and felonies, and of the laws of arrest, search and seizure, and rules of evidence.
- Contemporary technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety. .
- Principles of organization, administration, supervision, and personnel development.
- Contemporary technology and its application in law enforcement, including various types of firearms, communication devices/systems, information systems, and vehicles.

Ability to:

- Analyze sensitive and complex law enforcement problems and adopt quick, effective, and reasonable courses of action.
- Plan, organize, direct, monitor, and evaluate the work of division or area, assigned sworn and non-sworn staff.
- Prepare clear, concise, comprehensive reports and speak effectively before department staff, civic organizations, commissions, elected officials, and the general public.
- Develop and implement technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety.
- Develop and implement activities for a division or area assigned, including budget implementation and monitoring; and evaluating staff, technological, and material needs.
- Design and implement community organization and mobilization efforts that facilitate achievement of the department's mission, goals, and objectives.
- Identify and resolve difficult public and human relations problems.
- Establish and maintain cooperative, effective working relationships with the public, governmental officials, city departments, employees, and representatives of newspaper, television, and radio media.

Skill in:

- Use of computers, related computer applications and software.
- Driving a vehicle under hazardous conditions.
- The use of ancillary police weaponry and weaponless defense.
- The use of first-aid, including Cardiopulmonary Resuscitation techniques.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

Education and Experience

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Possession of a Bachelor's Degree from an accredited college or university with major course work in Criminal Justice, Business Administration, Political Science or a closely related field. Must successfully complete the POST Management Course within 12 months of appointment to Lieutenant position.

Bilingual: Knowledge of a second language is a plus.

Experience:

Four years of experience in law enforcement work in the City of Woodland including two years of experience in the rank of Police Sergeant, or five years of law enforcement experience including two years of experience in a position equivalent to Police Sergeant in the City of Woodland.

License or Certificate

Must maintain a valid CA POST certificate. Possession of a POST Supervisory Certificate is desirable.

SPECIAL QUALIFICATIONS

Age

Must be at least 21 years of age by the date of appointment.

Citizenship

Must be a citizen of the United States by the date of appointment.

Driver License

Possession of a valid California Class C Driver license at the time of appointment. Loss of the license is cause for discipline.

Certification

Must obtain appropriate POST Certificate within POST designated timeframes.

Respiratory Protective Equipment

Work in this class requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Felony Convictions

Free of felony convictions under California Government Code Section 1029.

Probationary Period

Employees must complete twelve (12) months of probation at the satisfactory performance level prior to gaining permanent status.

Candidates not employed by the Woodland Police Department must pass the following:

Background

Must pass a background investigation, which includes a criminal history check for job-related convictions, fingerprinting, polygraph test, credit check, and drug use history.

Medical/Drug Test/Psychological Test

Must pass a medical examination, drug test, and psychological test.

ADA Compliance

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in patrol car or class room setting

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Physical Agility: Must be agile and have the ability to chase on foot suspects, climb walls/fences/stairs, while carrying standard safety gear.

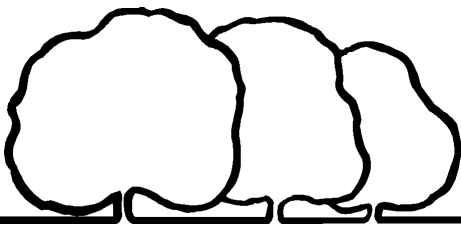
May be assigned a bicycle patrol, and would require the skills to ride a bike.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

_____ Council Action: 12/15/2020



City of Woodland

POLICE SERGEANT

DEFINITION

Under direction, to perform supervisory, specialized and complex duties within the Woodland Police Department.

DISTINGUISHING CHARACTERISTICS

Police Sergeant is distinguished from the Police Officer classification in that it is a supervisor level classification which supervises subordinate employees, including training, motivating, coaching, correcting, evaluating subordinate employees while the latter has no supervisory responsibility. Police Sergeants receive assignments and special instruction from higher ranking officers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Depending upon assignments, duties may include, but are not limited to the following:

- Train, counsel, and evaluate subordinate employees; provide direct supervision in complex situations.
- Take appropriate action to correct substandard performance of subordinate employees.
- Keep records and prepare and review written reports.
- Maintain close and effective relationships with fellow employees, civic groups, and the general community and law enforcement agencies.
- Patrol a designated area of the city to preserve order, prevent crime and discover criminal acts, and make arrests, or write citations.
- Answer radio dispatched or citizens' request for police services.
- Conduct investigations, gather evidence, interview witnesses, take statements, and make arrests, or write citations.
- Apprehend, interrogate and make arrests of suspects.
- Testify in court at criminal hearings and trials.
- Provide traffic control at accident scenes, fires, and congested areas.
- May work in plain clothes to conduct follow-up investigations, and to suppress vice, narcotics or gang activities.
- Conduct lineups for identification of suspects.
- Attend community meetings to discuss crime problems.
- Evaluate and control violent situations and persons.
- Order and direct emergency equipment at accident and disaster scenes.
- Search for missing persons.
- Drive vehicles under hazardous and emergency conditions.
- Provide first aid to injured or sick persons.
- Provides exceptional customer service to those contacted in the course of work.

- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to accomplish the tasks of the position.
- Other related duties may also be performed; not all duties listed are necessarily performed by each individual holding this classification.

QUALIFICATIONS

Knowledge of:

- Methods, principles, and practices of supervision and training.
- Federal, state, and city codes and ordinances relating to law enforcement.
- Modern approved principles and procedures of police work with particular reference to community-based policing.
- Department General Orders and directives.
- City geography, streets and principal locations.
- Court and evidence procedures.
- Court decisions affecting police practices.
- Radio procedures.

Ability to:

- Establish and maintain effective working relationships with co-workers, other City employees, and the community.
- Communicate in English in a clear, distinct, and understandable manner.
- Write clearly, accurately, concisely, and legibly using correct English, grammatical construction, and spelling.
- Read and interpret complex technical documents in English.
- Understand and carry out oral and written instructions.
- Observe, assimilate, remember, record, and recall pertinent facts and details.
- Read maps and mapped information.
- Apply selected knowledge (i.e., laws, statutes, court decisions, department policies, criminal investigation theories, etc.) in collecting, organizing, and analyzing a variety of information in order to decide on an appropriate and reasonable course of action.
- Analyze problems and rationally and calmly take effective action in emergency and stress situations.
- Plan and effectively present material orally to diverse groups.
- Deal courteously but firmly with the general public.
- Use firearms safely and accurately.
- Climb barriers, jump obstacles, and perform strenuous physical activities.
- Control resisting subjects with a minimum of force necessary to affect an arrest.
- Use modern computer equipment including in car mobile data computers, in car video and audio recording devices, electronic mapping and GPS equipment, and specialized tracking equipment.

Skill in:

- Driving a vehicle under hazardous conditions.
- The use of ancillary police weaponry and weaponless defense.

- The use of first-aid, including Cardiopulmonary Resuscitation techniques.

Education and Experience

Education:

Successful completion of a California P.O.ST. Police Academy and High school diploma or G.E.D. equivalent.

Bilingual: Knowledge of a second language is a plus.

Experience:

Four years of experience equivalent to that of a Police Officer.

License or Certificate:

Must maintain a valid CA POST certificate.

SPECIAL QUALIFICATIONS

Age

Must be at least 21 years of age by the date of appointment.

Citizenship

Must be a citizen of the United States by the date of appointment.

Driver License

Possession of a valid California Class C Driver license at the time of appointment. Loss of the license is cause for discipline.

Respiratory Protective Equipment

Work in this class requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Felony Convictions

Free of felony convictions under California Government Code Section 1029.

Probationary Period

Employees must complete twelve (12) months of probation at the satisfactory performance level prior to gaining permanent status.

Candidates not employed by the Woodland Police Department must pass the following:

Background

Must pass a background investigation, which includes a criminal history check for job-related convictions, fingerprinting, polygraph test, credit check, and drug use history.

Medical/Drug Test/Psychological Test

Must pass a medical examination, drug test, and psychological test.

ADA Compliance

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in patrol car or class room setting

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Physical Agility: Must be agile and have the ability to chase on foot suspects, climb walls/fences/stairs, while carrying standard safety gear.

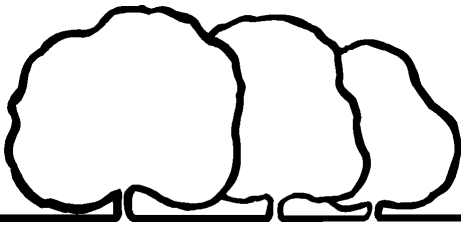
May be assigned a bicycle patrol, and would require the skills to ride a bike.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: 12/20/2022



POLICE OFFICER

DEFINITION

To provide services through the enforcement of laws and ordinances.

DISTINGUISHING CHARACTERISTICS

The classification of Police Officer is a journey level classification assigned full arrest and citation powers under the California Penal Code. Police Officer is distinguished from the Police Recruit classification in that it has full police authority to carry out the enforcement of laws and ordinances while the latter is a recruiting and training-level classification with no police authority. Police Officer is distinguished from the Police Sergeant classification in that it is a journey level classification which has no supervisory responsibilities except for training new employees while the latter has supervisory responsibility and directs work of subordinate personnel on a continual basis. Police Officers receive assignments and special instruction from higher ranking officers who also review the Police Officer's work.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by higher level sworn personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Depending upon assignments, duties may include, but are not limited to the following:

- Patrol a designated area of the city on foot, on a bicycle, on a motorcycle, or in a patrol car, jeep or van to preserve order, prevent crime and discover criminal acts, and make arrests.
- Answer radio dispatched or citizens' request for police services at accident scenes, domestic disputes, law violations, and peace disturbances.
- Conduct investigations, gather evidence, interview witnesses, take statements, make arrests, or write citations and make written reports at crime or accident scenes.
- Testify in court at criminal hearings and trials.
- Provide traffic control at accident scenes, fires, and congested areas.
- May work in plain clothes to conduct follow-up investigations, and to suppress vice or narcotics activities.
- Conduct lineups for identification of suspects.
- Attend community meetings to discuss crime problems.
- Evaluate and control violent situations and subjects.
- Order and direct emergency equipment at accident and disaster scenes.
- Search for missing subjects.
- Drive vehicles under hazardous and emergency conditions.
- Train new employees in proper police procedures.

- Provide first aid to injured or sick subjects.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to accomplish the tasks of the position.
- Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Federal, state, and city codes and ordinances relating to law enforcement.
- Modern approved principles and procedures of police work with particular reference to community-based policing.
- Department rules and regulations.
- General Orders and directives.
- City streets and principal locations.
- Court and evidence procedures.
- Court decisions affecting police practices.
- Radio procedures.

Ability to:

- Express him/herself in English in a clear, distinct, and understandable manner when speaking to individuals, to people of different socio-economic levels, before various public and community groups, and when testifying in court.
- Write clearly, accurately, concisely, and legibly using correct English, grammatical construction, and spelling.
- Read and interpret complex technical documents in English.
- Understand and carry out oral and written instructions.
- Observe, assimilate, remember, record, and recall pertinent facts and details.
- Read maps and mapped information.
- Apply selected knowledge (i.e., laws, statutes, court decisions, department policies, criminal investigation theories, etc.) in collecting, organizing, and analyzing a variety of information in order to decide on an appropriate and reasonable course of action.
- Deal with people of different socio-economic levels without arousing their antagonism.
- Analyze problems and rationally and calmly take effective action in emergency and stress situations.
- Plan and effectively present material orally to diverse groups.
- Deal courteously but firmly with the general public.
- Establish and maintain cooperative working relationships with co-workers and other City employees.
- Use firearms safely and accurately.
- Climb barriers, jump obstacles, and perform strenuous physical activities.
- Control resisting subjects with a minimum of force necessary to effect an arrest.

Skill in:

- Driving a vehicle under hazardous conditions.
- The use of ancillary police weaponry and weaponless defense.
- The use of first-aid, including Cardiopulmonary Resuscitation techniques.

Experience and Education:

Education:

Successful completion of a California P.O.ST. Police Academy and High school diploma or G.E.D. equivalent

Lateral entry applicants must possess or be eligible to possess upon appointment a POST Basic Certificate.

Bilingual: Knowledge of a second language is a plus.

SPECIAL QUALIFICATIONS

Age

Must be at least 21 years of age by the date of appointment.

Citizenship

Must be a citizen of the United States by the date of appointment.

Driver License

Possession of a valid California Class C Driver license at the time of appointment. Loss of the license is cause for discipline.

Respiratory Protective Equipment

Work in this class requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Felony Convictions

Free of felony convictions under California Government Code Section 1029.

Background

Must pass a background investigation, which includes a criminal history check for job-related convictions, fingerprinting, polygraph test, credit check, and drug use history.

Medical/Drug Test/Psychological Test

Must pass a medical examination, drug test, and psychological test.

Probationary Period

Employees must complete twelve (12) months of probation at a satisfactory performance level prior to gaining permanent status.

License or Certificate

Possession of a CA POST certificate or CA POST Proof of Eligibility certificate.

ADA Compliance

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in patrol car or class room setting

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Physical Agility: Must be agile and have the ability to chase on foot suspects, climb walls/fences/stairs, while carrying standard safety gear.

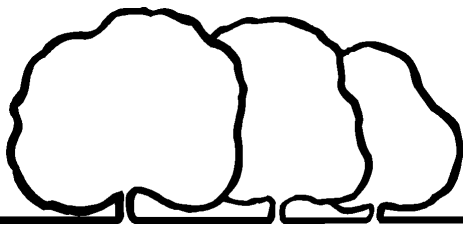
May be assigned a bicycle patrol, and would require the skills to ride a bike.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action:



POLICE OFFICER RECRUIT

DEFINITION

Under close supervision, Police Officer Recruits participate in a basic law enforcement-training program. Police Officer Recruits gain an understanding of police procedures, law enforcement techniques, first aid, and acquire physical and emotional skills needed to successfully complete the police academy and may perform non-sworn, non-hazardous duties in support of a variety of police operations.

DISTINGUISHING CHARACTERISTICS

The Police Officer Recruit is a non-career developmental classification used to recruit and train qualified candidates to learn the duties of a Police Officer. Incumbents of this class undergo a formal, comprehensive training program in a State of California Commission on Peace Officer Standards and Training (P.O.S.T.) Basic Police Academy to prepare for performing duties in support of police operations. Incumbents are expected to demonstrate satisfactory proficiency in the required physical agility-testing component prior to and during the academy. On-going physical training will be a required skill set for any successful incumbent.

Upon satisfactory graduation from a P.O.S.T. Basic Course Police Academy, a Police Officer Recruit meeting the requirements of the Police Officer classification shall be advanced to the career classification of Police Officer.

Employees shall not be classified as Police Officer Recruit for more than one year from the date of hire unless the employee was unsuccessful in an Academy and the employee is invited to participate in an additional academy. Advancement to Police Officer is dependent upon satisfactory job performance. Failure to graduate from the Police Academy and/or failure to meet satisfactory progress within the prescribed training period will be cause for termination.

SUPERVISION RECEIVED AND EXERCISED

As a Police Officer Recruit, the Recruit will attend a Peace Officer Standards and Training (P.O.S.T.), a certified basic academy during regular academy hours and any other scheduled departmental and academy exercise activities. Successful completion of the academy is required to continue employment and be promoted to a Police Officer. General supervision will be provided from a high level Police Department personnel, both sworn and civilian, and P.O.S.T. Academy Staff. No direct supervision of staff is exercised.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the Police Officer Recruit job class, not an all-inclusive or limiting list:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Learn and apply knowledge of the Woodland Police Department's organization, chain of command, and rules and regulations.
- Learn, identify and emulate principles and techniques that promote community service, crime prevention, and appropriate behavior.
- Learn and apply knowledge of enforcement and procedural aspects of criminal law and the legal obligations inherent in enforcement of those laws.
- Learn and apply knowledge of proficient application of the rules of evidence. Receive training in and practice effective and professional communications through written, oral, and mechanical media.
- Learn to recognize vehicle violations, locating the violations in the Vehicle Code, and under supervision, safely and professionally contact the violator.
- Learn and apply basic criminal investigation processes and techniques, including the identification, collection, and preservation of evidence, courtroom testimony, and witness interrogation.
- Learn and practice physical fitness and defense techniques programs.
- Learn and practice first aid, including Cardiopulmonary Resuscitation techniques.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to accomplish the tasks of the position.

QUALIFICATIONS

Ability to:

- Acquire, through training, knowledge of modern approved principles, practices, and procedures of police work, state laws, City ordinances, first aid, the geography of the City, and the location of important buildings.
- Write clearly, accurately, concisely, legibly, and with correct English, grammatical construction and spelling.
- Read and interpret complex technical documents in English. Understand and carry out oral and written instructions.
- Observe, assimilate, remember, record, and recall pertinent facts and details. Read maps and mapped information.
- Apply selected knowledge (i.e., laws, statutes, court decisions, department policies, criminal investigation theories, etc.) in collecting, organizing, and analyzing a variety of information in order to decide on an appropriate and reasonable course of action.
- Analyze problems and have the potential to rationally and calmly take effective action in emergency and stress situations.
- Plan and effectively present material orally to diverse groups. Deal courteously, but firmly, with the general public.
- Establish and maintain cooperative working relationships with co-workers and other City employees.
- Undergo strenuous physical conditioning.

EXPERIENCE AND EDUCATION

Education:

High school diploma or G.E.D. equivalent

Experience:

No experience required.

Bilingual: Knowledge of a second language is a plus.

License or Certification:

Ability to obtain and maintain a CA POST certificate or CA POST Proof of Eligibility certificate.

SPECIAL QUALIFICATIONS

Age:

Must be at least 21 years of age by the time of appointment to Police Officer.

Citizenship:

Must be a citizen of the United States by the date of appointment.

Driver License:

Possession of a valid California Class C Driver License at the time of appointment.

Respiratory Protective Equipment:

Work in this class requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Felony Convictions:

Free of felony convictions under California Government Code Section 1029.

Background:

Must pass a background investigation, which includes a criminal history check for job-related convictions, fingerprinting, polygraph test, credit check, and drug use history.

Medical/Drug Test/Psychological Test:

Must pass a medical examination, drug test, and psychological test.

ADA Compliance

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in patrol car or class room setting

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Physical Agility: Must be agile and have the ability to chase on foot suspects, climb walls/fences/stairs, while carrying standard safety gear.

May be assigned a bicycle patrol, and would require the skills to ride a bike.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: 12/20/2022



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.7
SUBJECT: Police Mid-Management Unit Side Letter of Agreement

Recommendation for Action: Staff recommends that the City Council approve the Side Letter of Agreement with the Woodland Police Mid-Management Unit.

Staff Contact:

Kim McKinney, Administrative Services Director, (530) 661-5849, kim.mckinney@cityofwoodland.org

Fiscal Impact:

The fiscal impact related to the Side Letter of Agreement is relatively minor and can be absorbed within the current fiscal year 2022/23 budget, and no additional budget action is required.

Background:

On June 15, 2021, the City Council approved a Memorandum of Understanding (MOU) between the City and the Woodland Police Mid-Management Unit employees (PMMA). This MOU covered the three-year period from July 1, 2021 to June 30, 2024. A first Side Letter of Agreement was approved by Council on September 6, 2022, to include and/or adjust several provisions in the initial MOU to better align salary and benefits with the other two police bargaining units in the City.

Discussion:

The current MOU allows members of the PMMA to earn incentive pay for having a Master's Degree or for completing POST Command College. Some members of the PMMA have or will have the opportunity to complete the Federal Bureau of Investigation (FBI) National Academy. Completion of this program does not currently result in any additional opportunity to earn incentive pay, since the requirements to successfully complete the FBI Academy are extensive, at least comparable to completing the POST Command College, staff recommends adding the FBI Academy to the MOU as a qualifying program to result in incentive pay for PMMA members.

The Side Letter also includes a modification to the timing of payment of the uniform allowance to PMMA members. Currently, PMMA receives an annual uniform allowance in equal installments twice per year. The side letter modifies the timing to pay uniform allowance each month, consistent with other associations and with requirements from CalPERS.

Conclusion:

Staff recommends that the City Council approve the Side Letter of Agreement with the Woodland Police Mid-Management Unit.

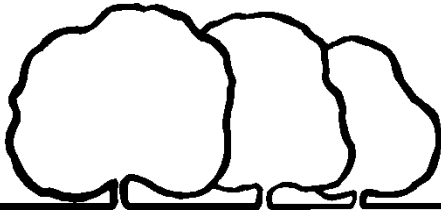
Prepared by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. PMMA Side Letter of Agreement Dec 2022 - FBI Academy and Uniform



City of Woodland

MEMORANDUM

DATE: December 20, 2022

TO: Deputy Chief Anthony Cucchi, Woodland Police Mid-Management Unit

FROM: Ken Hiatt, City Manager

SUBJECT: Memorandum of Understanding (MOU) Side Letter of Agreement

This side letter of agreement serves to memorialize the agreement, post labor negotiations, between the City of Woodland and the Woodland Police Mid-Management Unit.

The following modifications shall be made to the Memorandum of Understanding between the City and Woodland Police Mid-Management Unit (PMMA) covering the period from July 1, 2020 to June 30, 2024.

Section 2.7 Certificate Pay is modified, as of December 1, 2022, to include the Federal Bureau of Investigation (FBI) National Academy. The revised language will be as follows:

2.7.4 Employee shall receive an additional five (5%) percent of base pay for holding a Master's Degree, for having completed POST Command College, or for having completed the Federal Bureau of Investigation (FBI) National Academy. Maximum of five (5%) percent can be earned under this section.

Section 2.2 Uniform Allowance is modified, as of July 1, 2023, to change the timing of payments:

2.2.1 Employees covered by this Resolution required by the Police Chief to wear a uniform shall receive \$900 annually. Beginning July 1, 2023, payments will be made on a bimonthly basis.

Resolution 7729, adopting the MOU between the City and the PMMA is hereby modified as reflected in the sections listed above. All other provisions of the MOU remain unchanged, unless the parties mutually agree to reopen negotiations.

AGREED TO THIS DATE: December 20, 2022

FOR THE CITY OF WOODLAND

FOR THE WOODLAND POLICE MID
MANAGEMENT UNIT

Ken Hiatt
City Manager

Anthony Cucchi
Woodland Police Mid-Management Unit



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.8
SUBJECT: Revision to Council Committee Assignments

Recommendation for Action: Staff recommends that the City Council amend the attached City Council Assignments for 2023.

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

Discussion:

City Council assignments are generally set upon the seating of the Council after an election. The Council will often review and amend its assignments after the annual rotation of its officers.

The attached updated City Council assignments will take effect January 1st and remain, unless amended by Council, until reviewed after the certification of the 2024 November elections.

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over a horizontal line.

Ken Hiatt
City Manager

Attachments:

1. Copy of Copy of Council Assignments 2023 revised 12_20_2022

**CITY OF WOODLAND
CITY COUNCIL APPOINTMENTS - 2023**
ADOPTED 12/20/2022

INTER-JURISDICTIONAL BODIES	LANSBURGH (1)	STALLARD (2)	GARCIA- CADENA (3)	FERNANDEZ (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
LOCAL AGENCY FORMATION COMMISSION (LAFCO) ⁽¹⁾		P				4th Thursday	9:00 a.m.	LAFCO BOARD - Regular Seat 2019
SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG)		P			A	3rd Thursday	9:00 a.m.	Legislative coordination & information provision of areas of interest to Cities in the region.
YOLO COUNTY TRANSPORTATION DISTRICT (YCTD)		P			A	2nd Monday	7:00 p.m.	Established in 1998 by State legislation. Administers countywide transit (YOLOBUS) system & related planning services.
YOLO COUNTY HOUSING AUTHORITY ⁽²⁾	P		A			4th Wednesday	3:00 p.m.	
YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT (YSAQMD)				P	A	2nd Wednesday	9:00 a.m.	Bi-county regional air quality district with County and City representatives.
WATER RESOURCES ASSOCIATION (WRA) / YOLO SUB-BASIN GROUNDWATER AGENCY (JPA)			P	A		5 x per yr as needed on Monday	3:00 p.m.	Discusses countywide water availability, quality & transfer issues; representatives from Cities, County, Water Agencies & other interested organizations. Groundwater Management Agency JPA
WOODLAND/DAVIS CLEAN WATER AGENCY (JPA)	P	P				3rd Thursday Quarterly	3:00 p.m.	
SAC / YOLO VECTOR CONTROL AND MOSQUITO ABATEMENT DISTRICT	S. Denny					3rd Tuesday	10:00 a.m.	Appointed by City Council to serve 4-year term through 2024.
YOLO COUNTY NATURAL COMMUNITIES CONSERVATION PLAN (JPA)				P	A	3rd Monday	5:30 p.m.	Joint Powers Board charged with preparation & implementation of a Natural Communities Conservation Plan to preserve habitat & open space.
YOLO ANIMAL SERVICES PLANNING AGENCY	A				p	Monthly (date varies) until Plan is approved.	varies	JPA established to develop a Strategic Plan for providing animal services countywide.
VALLEY CLEAN ENERGY ALLIANCE (JPA) BOARD		P	A		P	2nd Thursday	5:30 p.m.	Joint Powers Board charged with oversight of VCEA, Community Choice Aggregation program. Yolo County, Davis, Woodland.

LIAISON APPOINTMENTS	LANSBURGH (1)	STALLARD (2)	GARCIA- CADENA (3)	FERNANDEZ (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
YOLO COUNTY 2X2	P			P		4th Thursday	4:00 p.m.	Discusses issues of mutual interest & keep regular dialog.
COLLABORATIVE FOR WOODLAND YOUTH - WJUSD/YCOE/WCC 3X2X2			P	P		2nd Wednesday	8:00 a.m.	Discusses issues of mutual interest with School Board and City Council Representatives.
CHAMBER OF COMMERCE 2X2			P	P		1st Friday Bi-Monthly	8:30 a.m.	Discusses issues of mutual interest & maintains regular dialog.
LIBRARY 2X2			P	P		On-call		
WOODLAND REC FOUNDATION 501(c)3	Davies - Community Member					4th Wednesday	5:30 p.m.	Non-Profit Board
LEAGUE OF CALIFORNIA CITIES - VOTING DELEGATE ⁽³⁾	Appointed annually prior to Annual Conference					League of Cities / Annual Conference		Beginning 1/1995, this is a League of California Cities program for regular communication between Cities & their State legislative. representatives.

STANDING COMMITTEES	LANSBURGH (1)	STALLARD (2)	GARCIA- CADENA (3)	FERNANDEZ (4)	VEGA (5)	MEETING DATES	MEETING TIME	COMMITTEE DEFINITION/PURPOSE
ECONOMIC DEVELOPMENT SUB-COMMITTEE		P			P	On-call		
INFRASTRUCTURE SUB-COMMITTEE		P			P	On-call		Meets to review Capital Plans & facilities & related subdivision infrastructure needs.
PUBLIC SAFETY SUB-COMMITTEE	P			P		On-call		
HOMELESS SUB-COMMITTEE	P		P			On-call		

AD HOC Sub-Committee								
COMMERCIAL CANNABIS SUB- COMMITTEE (PROP 64)			P		P	On-call		Completed Charge / Dissolve
COMMISSION APPOINTMENTS	Rotating					On-Call		Revisit pending Change in Commission Recruitment Process for 2019
PARKS & RECREATION FACILITY NEEDS ASSESSMENT SUB- COMMITTEE						On-Call		Consider Updated Scope / Charge

A ALTERNATE Designee - fill-in when Primary not available

a Alternate - available to assist with Liaison role / Information Sharing



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.9
SUBJECT: Conflict of Interest Code Amendment Pursuant to the Political Reform Act of 1974

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Staff Contact:

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

Background:

Pursuant to the Political Reform Act (the "Act"), the City Council directed staff to conduct a review of the City's Conflict of Interest Code ("Code") to determine if a change in the Code was necessary, to revise the Code as necessary based upon such review and submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act.

During the review process, staff found that updates and amendments to the City's Conflict of Interest Code are necessary. A redlined version of the proposed amended Code is attached.

Discussion:

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a Conflict of Interest Code. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The City Council is the City's code-reviewing body. As the code-reviewing body, the City Council directed that the Code be reviewed and, if a change in the Code was necessary, that a revised Code be prepared and submitted to the City Council for adoption and approval. During this review, staff found that amendments to the Code are necessary.

Attached is a (redlined) version of the proposed amended Code. The proposed revisions are based on the establishment and recognition of new positions that must be designated, the revision of titles of existing positions, the deletion of titles that have been abolished, the revision of disclosure categories, revision of the assignment of disclosure categories based on the duties of various positions, the incorporation of FPPC Reg. 18730 as the provisions of the Code (known as FPPC Standard), and clarifying and declaring of positions to file disclosure statements under Section 87200 of the Act.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Prepared by: Ana B. Gonzalez, City Clerk



Ken Hiatt
City Manager

Attachments:

1. Conflict of Interest Code Resolution_Dec 2022
2. DRAFT COIC - WORKING COPY 2022
3. FINAL COIC - DEC 2022

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE
PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Woodland (“City”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”) in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the City; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on December 20, 2022, at which all present were given an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The City Council does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto.

SECTION 2. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

SECTION 3. The amended Code shall become effective 30 days after the City Council adopts and approves the amended Code as submitted.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



Conflict of Interest Code

D R A F T

(Amended December 20, 2022)

CONFLICT OF INTEREST CODE FOR THE

CITY OF WOODLAND

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730, and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Woodland (the "City")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF WOODLAND
(Amended December 20,2022)

EXHIBIT “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only.

Finance Officer
Financial Consultants

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Accountant I/II	4
Administrative Services Director	4
Assistant City Manager	1, 2
Assistant City Manager/Director of Community and Economic Development	1, 2
Assistant Engineer	2, 3, 5
Assistant/Associate Civil Engineer	2, 3, 5
Assistant/Associate Planner	2, 3, 5
Associate Engineer	2, 3, 5
Building Inspection Services Manager	5
Building Inspector I/II/ Senior	2, 3, 6
Business Relations and Resource Conservation Program Manager	1, 2
Chief Building Official	2, 5, 6
Chief Collection Systems Operator	2, 4, 5
Chief Information Officer	5
Chief Water Systems Operator	1, 2, 4, 5

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

City Clerk	5
City Engineer	2, 3, 5
Code Compliance Officer I/II	2, 6, 3
Communications and Strategic Policy Manager	1,2
Community Development Director	1, 2
Community Services Director	2, 5
Community Services Program Manager	5
Construction Project Manager/Senior Construction Project Manager	2, 3, 5
Data Services Manager	5
Deputy Director of Community Development	1, 2
Deputy Fire Chief	5
Director of Administrative Services	4
Economic Development Manager	1
Electrical/Signs & Marking Supervisor	4, 5, 6
Engineering Assistant/Senior Engineering Assistant	2, 3, 5
Engineering Technician I/II/III	2, 3, 5
Environmental Compliance Specialist	5, 6
Environmental Resource Analyst/Senior	2, 5, 6
Environmental Sustainability Manager	2, 4, 5, 6
Financial Services Manager	2, 3, 4, 5

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Fire Battalion Chief	5
Fire Chief	5
Fire Marshal	2, 5, 6
Fleet and Facilities Manager	2, 3, 4, 5
GIS Coordinator	5
Housing Analyst I/II	1
Human Resources Analyst I/II/Senior	5
Human Resources Manager	5
Information Systems Administrator	5
Information Technology Analyst	5
Information Technology Manager	5
Infrastructure Operations and Maintenance Superintendent	4, 5
Junior Engineer	2, 3, 5
Laboratory & Environmental Compliance Manager	4, 5, 6
Librarian III	5
Library Services Director	5
Management Analyst II/Senior	4, 5
Marketing and Business Relations Specialist	1, 2
Operations and Maintenance Superintendent	4, 5
Park Superintendent	2, 4, 5, 6

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Police Captain	5
Police Chief	5
Police Lieutenant	5
Principal Civil Engineer	1, 2
Principal Planner	2, 3, 5
Principal Utilities Civil Engineer	2, 3, 5
Programmer Analyst/Senior	5
Public Works Director	1, 2
Public Works Operations and Maintenance Infrastructure Administrator	4, 5
Senior Accountant	1, 2
Senior Application Analyst	5
Senior Associate Civil Engineer	2, 3, 5
Senior Systems Analyst	5
Senior Building Inspector	2, 3, 5, 6
Senior Building Plans Examiner	2, 3, 5, 6
Senior Civil Engineer	1, 2
Senior Planner	1, 2
Social Services Manager	5
Technical Services Manager	5
Transportation Engineer	2, 3, 5

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Treatment Plant Superintendent	2, 4, 5, 6
Utilities Administrator	2, 4, 5
Wastewater Systems Administrator	2, 4, 5, 6
Water Pollution Control Facility Superintendent	2, 4, 5, 6
Water Systems Administrator	2, 4, 5, 6

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

MEMBERS OF BOARDS,
COMMITTEES AND COMMISSIONS

Historical Preservation Commission	2
Library Board	5
Manufactured Homes Fair Practices Commission	1, 2
Successor Agency	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

EXHIBIT “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the department, unit or division.

Category 7: All Investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



Conflict of Interest Code

(Amended December 20, 2022)

CONFLICT OF INTEREST CODE FOR THE

CITY OF WOODLAND

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730, and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Woodland (the "City")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF WOODLAND

(Amended December 20,2022)

EXHIBIT “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only.

Finance Officer
Financial Consultants

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Accountant I/II	4
Assistant City Manager	1, 2
Assistant City Manager/Director of Community and Economic Development	1, 2
Assistant Engineer	2, 3, 5
Assistant/Associate Civil Engineer	2, 3, 5
Assistant/Associate Planner	2, 3, 5
Associate Engineer	2, 3, 5
Building Inspection Services Manager	5
Building Inspector I/II	2, 3, 6
Business Relations and Resource Conservation Program Manager	1, 2
Chief Building Official	2, 5, 6
Chief Collection Systems Operator	2, 4, 5
Chief Information Officer	5
Chief Water Systems Operator	1, 2, 4, 5
City Clerk	5

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

City Engineer	2, 3, 5
Code Compliance Officer I/II	2, 6, 3
Communications and Strategic Policy Manager	1,2
Community Development Director	1, 2
Community Services Director	2, 5
Community Services Program Manager	5
Construction Project Manager/Senior Construction Project Manager	2, 3, 5
Data Services Manager	5
Deputy Director of Community Development	1, 2
Deputy Fire Chief	5
Director of Administrative Services	4
Economic Development Manager	1
Electrical/Signs & Marking Supervisor	4, 5, 6
Engineering Assistant/Senior Engineering Assistant	2, 3, 5
Engineering Technician I/II/III	2, 3, 5
Environmental Compliance Specialist	5, 6
Environmental Resource Analyst/Senior	2, 5, 6
Environmental Sustainability Manager	2, 4, 5, 6
Financial Services Manager	2, 3, 4, 5
Fire Battalion Chief	5

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Fire Chief	5
Fire Marshal	2, 5, 6
Fleet and Facilities Manager	2, 3, 4, 5
GIS Coordinator	5
Housing Analyst I/II	1
Human Resources Analyst I/II/Senior	5
Human Resources Manager	5
Infrastructure Operations and Maintenance Superintendent	4, 5
Junior Engineer	2, 3, 5
Laboratory & Environmental Compliance Manager	4, 5, 6
Librarian III	5
Library Services Director	5
Management Analyst II/Senior	4, 5
Operations and Maintenance Superintendent	4, 5
Park Superintendent	2, 4, 5, 6
Police Captain	5
Police Chief	5
Police Lieutenant	5
Principal Civil Engineer	1, 2
Principal Planner	2, 3, 5

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Principal Utilities Civil Engineer	2, 3, 5
Programmer Analyst/Senior	5
Public Works Director	1, 2
Public Works Operations and Maintenance Infrastructure Administrator	4, 5
Senior Accountant	1, 2
Senior Associate Civil Engineer	2, 3, 5
Senior Building Inspector	2, 3, 5, 6
Senior Building Plans Examiner	2, 3, 5, 6
Senior Civil Engineer	1, 2
Senior Planner	1, 2
Social Services Manager	5
Technical Services Manager	5
Transportation Engineer	2, 3, 5
Treatment Plant Superintendent	2, 4, 5, 6
Utilities Administrator	2, 4, 5
Wastewater Systems Administrator	2, 4, 5, 6
Water Pollution Control Facility Superintendent	2, 4, 5, 6
Water Systems Administrator	2, 4, 5, 6

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

MEMBERS OF BOARDS,
COMMITTEES AND COMMISSIONS

Library Board	5
Manufactured Homes Fair Practices Commission	1, 2
Successor Agency	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18701 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

EXHIBIT “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, that do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the department, unit or division.

Category 7: All Investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.10
SUBJECT: Spring Lake Maintenance CFD Annual Accountability Report Fiscal Year 2021/22

Recommendation for Action: Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2022.

Staff Contact:

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

Fiscal Impact:

The table below provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in fiscal year 2021/2022 for the Spring Lake Maintenance Community Facilities District (CFD), commonly referred to as the Sports Park Maintenance CFD.

DESCRIPTION	AMOUNT
Beginning Balance as of July 1, 2021¹	\$367,567.74
<u>Revenues</u>	
Special Tax Collections	\$602,193.92
Interest Accrued	\$0.00
Other Fund Transfer	\$0.00
<i>Subtotal Revenues</i>	<i>\$602,193.92</i>
<u>Expenditures</u>	
Administrative Expenses	(\$14,311.45)
Park Maintenance Costs	(\$478,242.21)
General Fund ²	(\$4,225.00)
<i>Subtotal Expenditures</i>	<i>(\$496,778.66)</i>
Ending Balance as of June 30, 2022	\$472,983.00

¹ The beginning balance as of July 1, 2021 does not match the ending balance as of June 30, 2021 due to adjustments made after the end of the previous fiscal year.

² Fund transfer, contribution to Debt Service.

These numbers are considered preliminary until the completion of the City's annual audit, but are not expected to change substantially. The ending balance in the fund is available for use for operational items that qualify within the CFD, and can be maintained for future replacement of facilities. When the CFD was formed, the documents included a reserve requirement for up to one year, but not less than six months of the cost of annual

operations, as well as reserve capital to cover cost variances, delinquencies in payments of the annual assessments from property owners, and a reasonable buffer to prevent large annual variations in the special tax. Existing reserves are reviewed in connection with the annual budget process and development of special tax rates, and can be used to limit increases in annual assessments.

In preparation of the special tax rates for fiscal year 2022/23, the City did not increase the annual assessment, despite an increase in overall budget, and will be using some of the reserve balance to pay for the annual operating costs of the District.

Background:

The Spring Lake Specific Plan (SLSP) was adopted by the Council in December 2001. A portion of the park requirement for the SLSP was satisfied through the purchase of ~28 acres of the 40 acre Sports Park. In order to help fund the cost of operations of the Sports Park, the landowners within the SLSP voted in favor of forming a Community Facilities District (CFD).

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by the California State Legislature through Senate Bill (SB)165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying the special tax and/or issuing a bond measure and shall contain a description of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded by the special tax measure.

This report (“Accountability Report”) has been prepared for the Spring Lake Maintenance Community Facilities District of the City of Woodland for the fiscal year ended June 30, 2022 pursuant to and in accordance with the requirements outlined in the Accountability Act. This report is attached for the Council’s review.

Discussion:

On March 22, 2005, the City Council established the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Act”). The CFD is authorized to levy a special tax generally to provide for sports park facilities maintenance services and incidental expenses related to the administration of the CFD. Sports Park Maintenance costs that can be funded by the CFD include, but are not limited to, athletic fields, snack bars, restrooms, multi-use paths, parking lots and park roadways. The authorized costs of service include the cost of labor, materials, administration, personnel, equipment and utilities. The CFD covers a proportionate share of the annual costs to maintain the existing 40-acres of Sports Park. The balance is funded through the City’s General Fund.

The City is legally required to maintain a separate fund to account for revenues and expenditures related to the CFD. The source of revenue in this fund is the annual CFD levy paid by residential land owners in Spring Lake. The Prudler subdivision, north of the Community and Senior Center / Sports Park, was conditioned to annex into this CFD. These revenues will begin to be reflected in the next fiscal year report. Properties for which the City has issued a building permit pay the maximum annual levy; and in the event that special taxes on developed property are insufficient to cover costs, undeveloped property is subject to these fees.

Conclusion:

Staff recommends that the City Council accept the Spring Lake Maintenance Community Facilities District Local Agency Special Tax and Bond Accountability Report for the Fiscal Year Ended June 30, 2022.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Administrative Services Director

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

Ken Hiatt
City Manager

Attachments:

1. SB 165 Report Woodland 2022



CITY OF WOODLAND
SPRING LAKE MAINTENANCE
COMMUNITY FACILITIES DISTRICT

**LOCAL AGENCY SPECIAL
TAX ACCOUNTABILITY REPORT
FISCAL YEAR ENDED JUNE 30, 2022**

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
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City of Woodland

Ken Hiatt, City Manager
Kim McKinney, Director of Administrative Services
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BACKGROUND

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure by January 1, commencing January 1, 2002 and each year thereafter and shall contain a description of the following:

- (1) The amount of funds collected and expended.
- (2) The status of any project required or authorized to be funded by the special tax measure.

This report (“Accountability Report”) is being prepared for the Spring Lake Maintenance Community Facilities District (“CFD”) of the City of Woodland (“City”) for fiscal year ended June 30, 2022 pursuant to and in accordance with the requirements outlined in the Accountability Act.

I. SUMMARY

On March 22, 2005, the City Council (“Council”) of the City established the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”). The CFD is authorized to levy a special tax to generally provide for sports park facilities maintenance services and incidental expenses related to the administration of the CFD. Sports Park Maintenance costs that can be funded by the CFD include, but are not limited to athletic fields, snack bars, restrooms, multi-use paths, parking lots and park roadways. The authorized costs of services include the costs of labor, material, administration, personnel, equipment and utilities.

Since the time of formation, three areas have been annexed into the CFD. The annexations are described as follows:

Annexation No. 1 was adopted by City Council June, 2, 2015. Annexation No. 1 includes 44.98 acres is located west of Harry Lorenzo Ave. and North of Farmers Central Rd. Annexation No. 1 was one of the designated Future Annexation Areas and is projected to contain 225 single family homes.

Annexation No. 2 was adopted by City Council September 5, 2017. Annexation No. 2 includes 27.30 acres and is located west of Harry Lorenzo Ave. and North of Patriot Way and Annexation No. 1. Annexation No. 2 was one of the designated Future Annexation Areas and is Tract 5091 with 111 Single Family Residential lots.

Annexation No. 3 was adopted by City Council October 3, 2017. Annexation No. 3 includes 75.57 acres and is located east of County Road 101 and south of Marston Drive. Annexation No. 3 was one of the designated Future Annexation Areas and is expected to have 250 Residential units.

Annexation No. 4 was adopted by City Council January 18, 2022. Made up of one parcel encompassing 38 acres, Annexation No. 4 is located east of East Street and north of Sports Park Drive. Annexation No. 4 is expected to have 183 Single Family Residential units.

II. SPECIAL TAX COLLECTIONS & EXPENDITURES

A separate account is held by the City for the deposit of special taxes levied by the CFD and for the disbursement of authorized expenditures. The table below provides a description of the collection of special taxes and the funds disbursed for authorized expenditures in fiscal year 2021/2022.

DESCRIPTION	AMOUNT
Beginning Balance as of July 1, 2021¹	\$367,567.74
<u>Revenues</u>	
Special Tax Collections	\$602,193.92
Interest Accrued	\$0.00
Other Fund Transfer	\$0.00
<i>Subtotal Revenues</i>	<i>\$602,193.92</i>
<u>Expenditures</u>	
Administrative Expenses	(\$14,311.45)
Park Maintenance Costs	(\$478,242.21)
General Fund ²	(\$4,225.00)
<i>Subtotal Expenditures</i>	<i>(\$496,778.66)</i>
Ending Balance as of June 30, 2022	\$472,983.00

¹ The beginning balance as of July 1, 2021 does not match the ending balance as of June 30, 2021 due to adjustments made after the end of the previous fiscal year.

² Fund transfer, contribution to Debt Service.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.11
SUBJECT: Fiscal Year 2021/22 AB1600 Annual Report

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, accepting the AB1600 Annual Report for the Year Ended June 30, 2022.

Staff Contact:

Kim McKinney, Administrative Services Director, (530) 661-5849, kim.mckinney@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact associated with the acceptance of the AB1600 Annual Report. The attached annual report details the collection of \$8,164,738 in revenues and expenditures of \$5,669,157 for citywide development impact fees. Also included in the report are the details for the Spring Lake Infrastructure Fees (SLIF) showing collection of revenues of \$4,606,531 and expenditures of \$845,652. SLIF revenues are generally "collected" via credits that developers have on-account with the City that were allocated from sales of bonds.

Although activity in FY2021/22 resulted in positive growth in the impact fee program, the impact fee funds continue to reflect an overall negative fund balance at June 30, 2022 of (\$9,028,971).

Report in Brief:

Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public and presented to the public agency (City Council) within 180 days of the close of a fiscal year.

Background:

In 1978, following the passage of Proposition 13, many cities began charging fees on new development to fund public improvements and services such as streets, park facilities, sewers and storm drains. These fees are commonly known as development impact fees. In order to ensure that these fees are spent in a timely manner and on projects for which they were collected, the State Legislature passed a bill known as AB1600 (Mitigation Fee Act). This bill applies to developer fees which were increased or imposed on or after January 1, 1989. AB1600 enacts Government Code Sections 66000-66008 which generally contain four requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of the fees, and establish a "nexus" or connection between a development project or class of projects and the public improvement that will be financed with the fee.
2. The fee revenue must be segregated from the general fund in order to avoid commingling of public improvement fees and the general fund.
3. If a jurisdiction has had possession of a developer fee for five or more years and has not committed the money to a project or spent the money, then it must make findings describing the continuing need for that money. In addition, an annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers for loans from the fee account. This report is to be reviewed by the local agency assessing the fees.
4. If a local jurisdiction cannot make the findings required under paragraph three (3), the City must refund the fees collected.

Discussion:

The City of Woodland development fees covered by AB1600, and documented in the attached report, include the following:

- General City impact fee
- Parks and Recreation impact fee
- Police impact fee
- Fire protection impact fee
- Library impact fee
- Water impact fee
- Storm Drainage impact fee
- Road impact fee
- Water impact fee
- Wastewater impact fee

Spring Lake Infrastructure Fees (SLIF) are also fees subject to AB1600 and include the following categories:

- Parks
- Storm Drainage
- Roads
- Water
- Sewer
- Fire

Staff examined each of the funds for the impact fees listed above to determine if any development fees remain unexpended five years or more after receipt and are subject to refund. Based on our analysis, no refunds are due. Many of the funds reflect negative fund balances, and therefore no unexpended fees exist; other fund balances represent unexpended fees collected for respective Council approved projects which will be financed and implemented when financially feasible or practical.

The Water impact fee, which primarily addresses the impact to the surface water project, does not show direct project expenditures, but will be used to pay down long-term debt associated with the Surface Water Supply Project in the coming years. This impact fee allows the development community to pay their fair share of the capacity designed within the Surface Water Supply project to support future growth in the community. The water rate study adopted by Council in December 2021 includes expected contributions from the Surface Water development fee to assist with payment of debt service and contribute toward meeting required debt service coverage ratios. The citywide impact fee program was updated in April 2019, and included in this update was the elimination of a stand-alone Water Development fee. The previous fee was incorporated in the updated Surface Water development fee; the existing reserve balance in the previous Water Development Fee fund has been consolidated with the Surface Water fee fund to use toward payment of debt.

The nature of AB1600 funds is such that the timing of receipt of revenues and construction of the related capital projects rarely coincide. Ideally, revenues will be collected over time and accumulated until a development related project is needed; in years of construction, accumulated reserves will be used up. For many years it was the City's practice to construct projects in advance of collecting sufficient funds through borrowing from other city funds, or by issuing long-term external debt. This practice has resulted in many of the AB1600 funds operating with very large deficit balances. In response to the financial imbalances, the City

adopted a Budget & Fiscal Policy in 2009 that aimed to improve these balances through the following:

- Discontinue the practice of internal borrowing between enterprise and categorical funds; funding for capital projects must be determined based on the available resources within each fund to meet its cash payment or debt service requirements and strategies to balance each fund and implement fund integrity should be continued.
- Discontinue the practice of issuing bonds or desired capital improvements based on projected development and the collection of impact fees associated with development. This source of revenue is dependent on the level of economic activity within the region and is uncertain and unstable.

While expenditures on major capital projects have been delayed, reduced, limited or altogether cancelled in the Capital Improvement Plan since 2008, the City must continue to pay ongoing annual debt service for debt that was secured by impact fee revenues. In addition, the City's AB1600 impact fee revenues have been very volatile due to the unpredictability in residential and commercial development over the past ten years. Further complicating the revenue/expenditure imbalance is the significant reduction of the development impact fees that occurred in December 2008. The fees have been adjusted since that time, but mostly to account for inflationary adjustments and some new projects, but remain considerably impacted by this previous reduction and the impact of annual fee revenues.

For FY 2021/22, total revenues from the AB1600 funds exceeded expenditures by \$2,495,581. Despite the strong residential development and related revenues, and the very conservative programming of capital improvement projects that utilize development impact fees, the burden of ongoing debt service payments is very high. Two impact fee funds continue to run large deficit balances: the wastewater and park development fee funds. To date, Measures E and F have loaned the park impact fee fund \$9.98 million to cover debt service related to the construction of the Community & Senior Center and Sports Park facilities. These bond payments will continue until 2026 and will likely require assistance from Measure F to meet the obligation through that time. Eventually, as development continues and the bonds are paid off, the park development fee fund will need to reimburse Measure E/F for the long-term loan.

The other fund with a large imbalance is the wastewater development fund, which also has significant ongoing obligations related to debt service payments. Although the debt service owed by the wastewater development fund continues to be tracked within the development fund, the sewer rates approved by Council in beginning in 2013 are sufficient to cover this on-going debt service requirement until such time as the wastewater development fund can pay its share of debt service and begin repayment to the sewer enterprise fund. With the adopted sewer rates in place, the City has refunded the outstanding debt to achieve a lower interest rate, thus reducing the overall cost of debt service. To date, this fund has accumulated a deficit owed to the wastewater enterprise fund of \$13.8 million. It is unlikely that the development fund will be able to repay this loan until after the existing debt is paid off, which will occur in fiscal year 2035.

The other funds with deficit balances are the police and storm drainage development fee funds. These funds did improve slightly in FY2021/22. Unlike the other development fee related funds, the storm drain development fund does not receive revenue when new development occurs in Spring Lake (there is a specific Spring Lake Infrastructure Fee instead), which is the majority of the development occurring within the City. The overall deficit balance will improve when other, mostly non-residential development occurs in the City. With continued new development and contained spending, progress towards bringing these funds into balance will continue.

The SLIF funds provide an accounting of the expenditures of Spring Lake specific projects. The funding of these projects has occurred primarily through advancement of cash either through issuance of bonds or developer payments. The advancement of this cash generates fee credits for developers in Spring Lake, and the

"revenues" detailed in the Annual Report reflect primarily the use of those fee credits. The balances in the SLIF funds may not necessarily coincide with cash available for projects, since the cash flow is generally provided through issuance of bonds, which is tracked separately.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, accepting the AB1600 Annual Report for the Year Ended June 30, 2022.

Prepared by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Resolution - AB1600 Annual Report FY22
2. Attachment A - FY22 AB1600 Annual Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF WOODLAND ACCEPTING THE FISCAL YEAR
2021/22 ANNUAL REPORT OF DEVELOPMENT FEES (AB1600 REPORT)**

WHEREAS, the City of Woodland imposes fees to mitigate the impact of development pursuant to Government Code sections 66000 et seq.; and

WHEREAS, said fees collected are deposited into a special and separate capital fund for each type of improvement funded by development fees; and

WHEREAS, the City maintains separate funds for general city, parks and recreation, police, fire, library, water, storm drainage, roads, and wastewater; and

WHEREAS, the City maintains separate funds for Spring Lake Infrastructure Fees for parks and recreation, storm drainage, roads, water, fire and wastewater; and

WHEREAS, the City is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees under Government Code section 66006; and

WHEREAS, City staff has prepared a report (“AB1600 Report”) that contains the information required by Government Code section 66006, a copy which is attached hereto as Exhibit “A”; and

WHEREAS, no interfund transfers or loans were made from any of the accounts identified in the AB1600 Report; and

WHEREAS, there were no refunds of development impact fees collected pursuant to Government Code §66001(e), nor were there any allocations of unexpended revenues collected pursuant to Government Code §66001(f); and

WHEREAS, no interested persons have requested notice of the AB1600 Report; consequently, no notices of the availability of the AB1600 Report were mailed.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES
RESOLVE AS FOLLOWS:**

Section 1. Findings. The City Council of the City of Woodland hereby finds and adopts as follows:

- A. In accordance with Government Code section 66006, the City has conducted an annual review of its development impact fees and capital improvement program

and the City Council has reviewed the AB1600 Report attached hereto as Exhibit A and incorporated herein by this reference.

- B. The funds have been and shall be used for the purposes stated in said reports and are necessary to mitigate impacts resulting from development in the City and further finds that there is a reasonable relationship between the use of the fees and type of development project upon which the fee is imposed.
- C. The City Council hereby approves, accepts and adopts the AB1600 Report.
- D. The AB1600 Report is available for public review on the City's website, at the City Clerk's office and upon request.

Section 2. Effective Date. The resolution shall take effect immediately upon adoption.

Section 3. Severability. If a section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

The City Council hereby declares that it would have passed this Resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared unconstitutional on their face or as applied.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

Attachment 1
AB1600 Annual Report
Development Impact Fees
City of Woodland
Fiscal Year Ended June 30, 2022

Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public and presented to the public agency (City Council) within 180 days of the close of a fiscal year.

This report summarizes the following information for each of the development fee programs:

1. A brief description of the fee program.
2. Schedule of fees.
3. Beginning and ending balances of the fee program.
4. Disbursement information.
5. Findings regarding the continuing need for unexpended funds, if any.

Citywide Major Project Financing Plan (MPFP) Impact Fees

For the fiscal year ended June 30, 2022, fund revenues (development fees, interest income, bond proceeds, etc.) totaled \$8,164,738, while expenditures totaled \$5,669,157.

The table below summarizes annual fee revenues directly relating to impact fees and related project expenditures, and related fund balances:

Category	Beginning Fund Balance (Deficit)	Development Fee Revenues	Other Revenues	Total Revenues	Expenditures	Net Difference	Ending Fund Balance (Deficit)
General City	\$ 1,956,971	\$ 233,997	\$ 12,881	\$ 246,878	\$ 127,740	\$ 119,138	\$ 2,076,109
Parks & Recreation	\$ (9,830,293)	\$ 1,263,093	\$ -	\$ 1,263,093	\$ 1,414,622	\$ (151,529)	\$ (9,981,822)
Police	\$ (2,294,342)	\$ 191,132	\$ -	\$ 191,132	\$ 65,208	\$ 125,924	\$ (2,168,418)
Fire	\$ 1,500,395	\$ 763,939	\$ 13,304	\$ 777,243	\$ 133,256	\$ 643,987	\$ 2,144,382
Library	\$ 560,526	\$ 113,415	\$ 3,649	\$ 117,065	\$ 88,379	\$ 28,686	\$ 589,212
Surface Water	\$ 9,123,085	\$ 985,531	\$ 54,413	\$ 1,039,944	\$ 257	\$ 1,039,687	\$ 10,162,772
Storm Drainage	\$ (2,671,959)	\$ 475,244	\$ 16,560	\$ 491,804	\$ 130,777	\$ 361,027	\$ (2,310,931)
Roads	\$ 3,901,578	\$ 2,162,172	\$ 26,669	\$ 2,188,841	\$ 1,789,792	\$ 399,050	\$ 4,300,628
Wastewater	\$ (13,770,515)	\$ 1,849,176	\$ (437)	\$ 1,848,739	\$ 1,919,127	\$ (70,388)	\$ (13,840,903)
Total	\$ (11,524,553)	\$ 8,037,699	\$ 127,039	\$ 8,164,738	\$ 5,669,157	\$ 2,495,581	\$ (9,028,971)

Spring Lake Infrastructure Fees (SLIF)

The majority of SLIF revenues are "paid" through use of fee credits allocated to developers either through issuance of Community Facilities District (CFD) Debt, cash advanced by developers, or from construction of infrastructure. "Fund Balances" do not necessarily reflect cash available in each of these funds, but rather an accounting of fees "collected" and projects built. As of June 30, 2021 \$9,192,007 in unused fee credits remained in developer accounts with the City

Category	Beginning Fund Balance (Deficit)	Development Fee Revenues	Other Revenues	Total Revenues	Expenditures	Net Difference	Ending Fund Balance (Deficit)
Parks	\$ 3,466,256	\$ 874,914	\$ 27,088	\$ 902,003	\$ -	\$ 902,003	\$ 4,368,258
Storm Drain	\$ 452,718	\$ 1,098,060	\$ (93,913)	\$ 1,004,148	\$ 225,856	\$ 778,292	\$ 1,231,009
Roads	\$ 5,336,217	\$ 2,134,765	\$ (77,349)	\$ 2,057,416	\$ 619,796	\$ 1,437,620	\$ 6,773,837
Water	\$ 3,289,594	\$ 238,309	\$ (7,755)	\$ 230,554	\$ -	\$ 230,554	\$ 3,520,148
Sewer	\$ 40,379	\$ 328,960	\$ (11,122)	\$ 317,838	\$ -	\$ 317,838	\$ 358,217
Fire	\$ 872,728	\$ 88,570	\$ 6,003	\$ 94,572	\$ -	\$ 94,572	\$ 967,301
Total	\$ 13,457,891	\$ 4,763,578	\$ (157,047)	\$ 4,606,531	\$ 845,652	\$ 3,760,879	\$ 17,218,770

FUND 510 - GENERAL CITY DEVELOPMENT

General City Development Fee Description

General City development fees are used to expand/construct City Hall and other general City facilities (including technology improvements/updates) to meet the needs of the increased residential population and increase in commercial enterprises. Completion of studies including the General Plan and Zoning Updates also belong to this fee category.

General City Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Spring Lake	Unit	\$ 952.00
Single Family Residential- Infill	Unit	\$ 952.00
Single Family Residential - Greenfield	Unit	\$ 952.00
Multi-family Residential- Spring Lake	Unit	\$ 715.00
Multi-family Residential - Greenfield	Unit	\$ 715.00
Multi-family Residential - Infill	Unit	\$ 683.00
Multi-family Residential - Corridor	Unit	\$ 683.00
Multi-family Residential - Downtown	Unit	\$ 683.00
Small Multi-family- Spring Lake	Unit	\$ 477.00
Small Multi-family- Greenfield	Unit	\$ 477.00
Small Multi-family- Infill	Unit	\$ 477.00
Small Multi-family- Corridor	Unit	\$ 477.00
Small Multi-family- Downtown	Unit	\$ 477.00
Retail	1,000Sq Ft	\$ 635.00
Service	1,000Sq Ft	\$ 635.00
Office	1,000Sq Ft	\$ 794.00
Industrial	1,000Sq Ft	\$ 264.00

General City Development Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance	\$1,009,822	\$1,125,279	\$1,389,946	\$1,695,092	\$1,956,971
REVENUES					
Development Fees	135,693	348,358	292,860	262,637	233,997
Interest Earnings	12,770	20,517	32,154	19,949	12,881
Other Revenue	-	-	-	-	-
Total Revenue	148,462	368,874	325,014	282,587	246,878
EXPENDITURES					
<u>MPFP #</u> <u>Program</u> <u>Title</u>					
City-103 0706 General Plan Update	13,940	-	-	-	-
CITY-106 0845 Enterprise GIS Database	(5,867)	-	-	-	-
CITY-6 0857 MPFP Update	11,955	94,355	-	-	-
CITY-102 7849 Debt Service on VOIP	-	-	-	-	-
2109 Enterprise System Replacement	-	-	-	11	123,957
9000 Force Account	12,977	9,852	19,868	20,696	3,783
Total Expenditures	33,005	104,208	19,868	20,708	127,740
Excess(deficiency) revenues	115,457	264,667	305,146	261,879	119,138
Total Available Fund Equity at June 30	\$1,125,279	\$1,389,946	\$1,695,092	\$1,956,971	\$2,076,109

Conclusion: No fees have been held unexpended for more than five years; no refunds required
The fund equity as of June 30, 2022 represents collected fees earmarked for future technology enhancement projects and completion of various studies.

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 540 - PARK & RECREATION DEVELOPMENT

Park Development Fee Description

Park development fees are used to acquire park land, equipment and to construct or expand a variety of recreational facilities such as sports parks, Community Senior Center, tennis courts and swimming pools as related to the impact of growth on the City.

Park Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Spring Lake	Unit	\$ 4,834
Single Family Residential- Infill	Unit	\$ 8,787
Single Family Residential - Greenfield	Unit	\$ 8,787
Multi-family Residential - Spring Lake	Unit	\$ 3,625
Multi-family Residential - Greenfield	Unit	\$ 6,590
Multi-family Residential - Infill	Unit	\$ 6,299
Multi-family Residential - Corridor	Unit	\$ 6,299
Multi-family Residential - Downtown	Unit	\$ 6,299
Small Multi-family- Spring Lake	Unit	\$ 2,417
Small Multi-family- Greenfield	Unit	\$ 4,394
Small Multi-family- Infill	Unit	\$ 4,394
Small Multi-family- Corridor	Unit	\$ 4,394
Small Multi-family- Downtown	Unit	\$ 4,394

Park Development Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance	\$ (8,813,198)	\$ (9,799,564)	\$ (9,806,109)	\$ (9,832,232)	\$ (9,830,293)
REVENUES					
Development Fees	593,519	1,458,770	1,420,753	1,434,975	1,263,093
Interest Earnings	-	-	-	-	-
Other Revenue	-	-	25	-	-
Total Revenue	<u>593,519</u>	<u>1,458,770</u>	<u>1,420,778</u>	<u>1,434,975</u>	<u>1,263,093</u>
EXPENDITURES					
MPFP # Program Title					
1115 Community Center Frontage	-	-	-	-	-
7925 2012 Refunding of 2007 Debt	119,138	-	-	-	-
7931 2014 Refunding Lease Rev	1,405,504	1,410,073	1,410,073	1,414,622	1,414,622
9000 Force Account	55,242	55,242	36,828	18,414	-
Total Expenditures	<u>1,579,884</u>	<u>1,465,315</u>	<u>1,446,901</u>	<u>1,433,036</u>	<u>1,414,622</u>
Excess(deficiency) revenues	<u>(986,365)</u>	<u>(6,545)</u>	<u>(26,123)</u>	<u>1,939</u>	<u>(151,529)</u>
Total Available Fund Equity at June 30	<u>\$ (9,799,564)</u>	<u>\$ (9,806,109)</u>	<u>\$ (9,832,232)</u>	<u>\$ (9,830,293)</u>	<u>\$ (9,981,822)</u>

Conclusion: No fees have been held unexpended for more than five years. Funding requirements continue for existing debt obligations. No refunds required.

Council approved loaning of Measure E (MSE) and, subsequently, Measure F (MSF) revenues to this fund, up to \$2M per year, to pay debt service on the bonds since the fund's revenue has not been sufficient to cover debt service. Only the amount needed to supplement annual fee revenue is loaned. To date, a total of \$9,806,109 has been loaned from MSE to Park Development. MSF has loaned \$175,713 to date

MSE Loan	2012	\$ 4,646,458	MSF Loan
	2013	\$ 1,646,063	
	2014	\$ (477,157)	
	2015	\$ 1,363,398	
	2016	\$ 1,000,834	
	2017	\$ 633,603	
	2018	\$ 986,365	
	2019	\$ 6,545	
	2021	\$ 24,184	
	2022	\$ 151,529	

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 550 - POLICE DEVELOPMENT FUND

Police Development Fee Description

Police development fees are used to expand/construct police service facilities and to acquire equipment related to the impact of growth on the City.

Police Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Spring Lake	Unit	\$ 779
Single Family Residential - Greenfield	Unit	\$ 779
Single Family Residential- Infill	Unit	\$ 779
Multi-family Residential- Spring Lake	Unit	\$ 583
Multi-family Residential - Greenfield	Unit	\$ 583
Multi-family Residential - Infill	Unit	\$ 558
Multi-family Residential - Corridor	Unit	\$ 558
Multi-family Residential - Downtown	Unit	\$ 558
Small Multi-family- Spring Lake	Unit	\$ 389
Small Multi-family- Greenfield	Unit	\$ 389
Small Multi-family- Infill	Unit	\$ 389
Small Multi-family- Corridor	Unit	\$ 389
Small Multi-family- Downtown	Unit	\$ 389
Retail	1,000 Sq Ft	\$ 519
Service	1,000 Sq Ft	\$ 519
Office	1,000 Sq Ft	\$ 648
Industrial	1,000 Sq Ft	\$ 216

Police Development Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance	\$ (3,111,782)	\$ (2,999,536)	\$ (2,621,326)	\$ (2,446,253)	\$ (2,294,342)
REVENUES					
Development Fees	181,387	447,351	239,178	218,408	191,132
Interest Earnings	-	-	3,360	-	-
Total Revenue	\$ 181,387	\$ 447,351	\$ 242,538	\$ 218,408	\$ 191,132
EXPENDITURES					
<u>MPFP #</u> <u>Program</u> <u>Title</u>					
0624 Vehicle Purchase					
0841 Computer Aided Dispatch	64,953	64,953	64,487	64,729	64,649
9000 Force Account	4,188	4,188	2,978	1,769	559
Total Expenditures	\$ 69,141	\$ 69,141	\$ 67,465	\$ 66,498	\$ 65,208
Excess(deficiency) revenues	\$ 112,246	\$ 378,210	\$ 175,073	\$ 151,910	\$ 125,924
Total Available Fund Equity at June 30	\$ (2,999,536)	\$ (2,621,326)	\$ (2,446,253)	\$ (2,294,342)	\$ (2,168,418)

Conclusion: No fees have been held unexpended for more than five years; no refunds required

Note: Beginning in FY2012, the Total Fund Equity will not match the City's published annual financial statements due to a large transfer in from another fund (\$1,925,837). This transfer was done for financial accounting puposes and is considered a long term loan to the Police Development Fund that is repaid over time from available cash balances.

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 560 - FIRE DEVELOPMENT FUND

Fire Development Fee Description

Fire development fees are used to expand/construct fire service facilities and to acquire equipment related to the impact of growth on the City.

Fire Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Spring Lake	Unit	\$ 3,225
Single Family Residential - Greenfield	Unit	\$ 3,225
Single Family Residential- Infill	Unit	\$ 3,225
Multi-family Residential- Spring Lake	Unit	\$ 1,934
Multi-family Residential - Greenfield	Unit	\$ 1,934
Multi-family Residential - Infill	Unit	\$ 1,881
Multi-family Residential - Corridor	Unit	\$ 1,881
Multi-family Residential - Downtown	Unit	\$ 1,881
Small Multi-family- Spring Lake	Unit	\$ 1,290
Small Multi-family- Greenfield	Unit	\$ 1,290
Small Multi-family- Infill	Unit	\$ 1,290
Small Multi-family- Corridor	Unit	\$ 1,290
Small Multi-family- Downtown	Unit	\$ 1,290
Retail	1,000 Sq Ft	\$ 1,881
Service	1,000 Sq Ft	\$ 1,881
Office	1,000 Sq Ft	\$ 2,150
Industrial	1,000 Sq Ft	\$ 1,253

Fire Development Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance	\$ (440,543)	\$ (447,055)	\$ (59,468)	\$ 747,667	\$ 1,500,395
REVENUES					
Development Fees	175,022	578,975	964,523	887,070	763,939
Interest Earnings			14,176	15,293	13,304
Total Revenue	175,022	578,975	978,699	902,363	777,243
EXPENDITURES					
MPFP # Program Title					
9000 Force Account	49,161	50,518	33,849		
7931 2014 Refunding of Lease Revenue Bonds	132,373	132,803	132,803	133,232	133,232
1610 Fire Station #3 Relocation	-	8,067	4,912	16,403	24
Total Expenditures	181,534	191,388	171,564	149,635	133,256
Excess(deficiency) revenues over expenditures	(6,512)	387,587	807,135	752,728	643,987
Total Available Fund Equity at June 30	\$ (447,055)	\$ (59,468)	\$ 747,667	\$ 1,500,395	\$ 2,144,382

Conclusion: No fees have been held unexpended for more than five years. Ongoing collection of fees is necessary to pay for existing debt obligations and for future development of new fire facilities included in the fee study. No refunds required

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 570 - LIBRARY DEVELOPMENT FUND

Library Development Fee Description

Library development fees are used to expand/construct library facilities and to acquire equipment related to the impact of growth on the City.

Library Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Spring Lake	Unit	\$ 595
Single Family Residential - Greenfield	Unit	\$ 595
Single Family Residential- Infill	Unit	\$ 595
Multi-family Residential- Spring Lake	Unit	\$ 446
Multi-family Residential - Greenfield	Unit	\$ 446
Multi-family Residential - Infill	Unit	\$ 426
Multi-family Residential - Corridor	Unit	\$ 426
Multi-family Residential - Downtown	Unit	\$ 426
Small Multi-family- Spring Lake	Unit	\$ 297
Small Multi-family- Greenfield	Unit	\$ 297
Small Multi-family- Infill	Unit	\$ 297
Small Multi-family- Corridor	Unit	\$ 297
Small Multi-family- Downtown	Unit	\$ 297
Retail	Sq Ft	\$ -
Service	Sq Ft	\$ -
Office	Sq Ft	\$ -
Industrial	Sq Ft	\$ -

Library Development Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance	\$538,618	\$456,919	\$409,504	\$498,104	\$560,526
REVENUES					
Development Fees	6,516	34,071	165,126	160,999	113,415
Interest Earnings	5,185	6,045	9,552	5,704	3,649
Total Revenue	11,700	40,116	174,678	166,702	117,065
EXPENDITURES					
MPFP # Program Title					
9000 Force Account	8,516	2,587	2,282	19,279	3,379
LIB-3 9445 Library Collection Material	84,884	84,943	83,797	85,000	85,000
Total Expenditures	93,400	87,530	86,079	104,279	88,379
Excess(deficiency) revenues over expenditures	(81,699)	(47,414)	88,599	62,423	28,686
Total Available Fund Equity at June 30	\$456,919	\$409,504	\$498,104	\$560,526	\$589,212

Conclusion: No fees have been held unexpended for more than five years; no refunds required.

The fund equity as of June 30, 2022 represents collected fees that are earmarked for future library projects

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 580 - WATER DEVELOPMENT FUND

Water Development Fee Description

Water Development fees are used to finance part of the capital improvements including surface water rights and treatment facilities needed to provide treated water to the new customer growth in the City.

Water Development Fee Schedule

All Users (by meter size)

Meter Size	Weight Factor	Calculated Fee	Admin Fee	Total Water Capacity Fee
1"	1.0	\$ 5,727	\$ 43	\$ 5,770
1 1/2"	2.0	\$ 11,454	\$ 86	\$ 11,540
2"	3.2	\$ 18,236	\$ 137	\$ 18,373
3"	6.0	\$ 34,362	\$ 258	\$ 34,620
4"	10.0	\$ 57,270	\$ 430	\$ 57,700
6"	20.0	\$ 114,540	\$ 859	\$ 115,399
8"	32.0	\$ 183,264	\$ 1,374	\$ 184,638

Note: Residential Water Fees for Single Family and individually metered Multi-family units are based on a 1" meter fee, the fee for Multi-family is 75% of the Single Family rate, and 50% of the rate for Small Multi-Family. Water fees for Commercial and Multi-family with a single meter are based on meter size per chart above.

Surface Water Development Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance**	\$2,445,126	\$2,927,286	\$5,880,808	\$7,472,189	\$9,123,085
REVENUES					
Development Fees	448,941	1,067,916	1,522,703	1,596,530	985,531
Interest Earnings	33,219	59,863	115,298	77,803	54,413
Total Revenue	482,160	1,127,779	1,638,001	1,674,333	1,039,944
EXPENDITURES					
MPFP # Program Title					
9000 Force Account			46,619	23,437	257
Total Expenditures	-	-	46,619	23,437	257
Excess(deficiency) revenues over expenditures	482,160	1,127,779	1,591,382	1,650,896	1,039,687
Total Available Fund Equity at June 30	\$2,927,286	\$4,055,065	\$7,472,189	\$9,123,085	\$10,162,772

Conclusion: The funds being held in this account are used to assist with debt service payments on the water treatment facility. Although the debt was secured in 2013, debt payments do not begin until the project has been fully constructed. Debt payments began in FY2017/18 and transfers from this fund have been factored into the user rates for water and will begin following full incursion of debt payments. No refunds required.

Note: The Water Development Fee was eliminated as a separate fee in April 2019. The accumulated funds and future water related development costs are reflected in the Surface Water connection fee. Fund balance was moved at the beginning of FY2019/20.

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 581 - STORM DRAIN DEVELOPMENT FUND

Storm Drain Development Fee Description

Storm Drain development fees are used to expand/construct drainage facilities to maintain adequate drainage throughout the City by reducing the impacts of new development. The impact fee for Storm Drain is calculated by "fee area" so that each part of the City will be responsible for the fees specifically required to meet the expansion needs in that area.

Storm Drain Development Fee Schedule

	Residential fee per acre		Non-Residential	
	Single-Family	Multifamily	Commercial	Schools
Area E1	\$11,122	\$16,685	\$17,796	\$13,959
Area E2	\$9,531	\$14,295	\$15,248	\$11,960
Area E3	\$7,018	\$10,527	\$11,229	\$8,808
Area E4	\$7,317	\$10,975	\$11,708	\$9,184
Area E5	\$2,738	\$4,108	\$4,381	\$3,437
Area E6	\$1,982	\$2,972	\$3,170	\$2,487
Area N1	\$53,942	\$80,913	\$86,307	\$67,696
Area N2	\$46,456	\$69,684	\$74,328	\$58,302
Area S6a	\$14,322	\$21,482	\$22,916	\$17,973
Area S6b	\$14,155	\$21,234	\$22,650	\$17,765

Storm Drain Development Fund Collections & Expenditures

		2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance**		\$ (1,995,816)	\$ (2,101,638)	\$ (2,307,010)	\$ (2,469,491)	\$ (2,671,959)
REVENUES						
Development Fees		81,048	2,957	246,757	240,177	475,244
Interest Earnings		-	-	-	-	-
Other Revenue		4,321	-	-	-	-
Developer In Lieu		20,119	2,155	-	-	16,560
Total Revenue		105,488	5,112	246,757	240,177	491,804
EXPENDITURES						
<u>MPFP #</u>	<u>Program</u> <u>Title</u>					
0915	Floodsafe Yolo	-	-	154,776	155,354	118,870
0931	Storz Pond	5,250	7,014	7,821	13,527	8,873
1603	Stormwater Quality Design Manual Update	6,429	6,786	-	-	-
2006	Storm Drain Outfall Channel Outlet Structure	-	-	111,388	188,612	-
9000	Force Account	199,632	196,684	135,253	85,151	3,034
Total Expenditures		211,310	210,484	409,238	442,645	130,777
Excess(deficiency) revenues over expenditures		(105,822)	(205,372)	(162,481)	(202,468)	361,027
Total Available Fund Equity at June 30		<u>\$(2,101,638)</u>	<u>\$(2,307,010)</u>	<u>\$(2,469,491)</u>	<u>\$(2,671,959)</u>	<u>\$(2,310,931)</u>

** Beginning balance does not include long-term advance of pre-1991 fungible monies to the Storm Drain Enterprise Fund (\$2,101,099). These monies are not subject to the requirements of AB1600 and are not available for spending.

Conclusion: No fees have been held unexpended for more than five years. Ongoing fee collections are necessary for large projects included in the fee study. No refunds required

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 582 - ROAD DEVELOPMENT FUND

Road Development Fee Description

Road Development fees are used to expand/construct streets, roads, interchanges, studies, signals and other projects related to the impact of expansion on the City.

Road Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Spring Lake	Unit	\$ 9,389
Single Family Residential - Greenfield	Unit	\$ 9,389
Single Family Residential- Infill	Unit	\$ 6,259
Multi-family Residential- Spring Lake	Unit	\$ 3,848
Multi-family Residential - Greenfield	Unit	\$ 3,848
Multi-family Residential - Infill	Unit	\$ 2,565
Multi-family Residential - Corridor	Unit	\$ 2,308
Multi-family Residential - Downtown	Unit	\$ 2,051
Small Multi-family- Spring Lake	Unit	\$ 3,848
Small Multi-family- Greenfield	Unit	\$ 3,848
Small Multi-family- Infill	Unit	\$ 2,565
Small Multi-family- Corridor	Unit	\$ 2,308
Small Multi-family- Downtown	Unit	\$ 2,051
Retail	1,000 Sq Ft	\$ 11,659
Service	1,000 Sq Ft	\$ 8,293
Office	1,000 Sq Ft	\$ 6,225
Industrial	1,000 Sq Ft	\$ 4,796

Road Development Fund Collections & Expenditures

		Fiscal Year				
		2018	2019	2020	2021	2022
Beginning Balance		\$ (927,574)	\$ (259,655)	\$ 1,612,181	\$ 3,921,221	\$ 3,901,578
REVENUES						
Development Fees		1,086,644	2,397,554	2,783,155	2,593,681	2,162,172
Interest Earnings				74340.28	38,573	26,669
Other Revenue						
Total Revenue		<u>1,086,644</u>	<u>2,397,554</u>	<u>2,857,495</u>	<u>2,632,255</u>	<u>2,188,841</u>
EXPENDITURES						
MPFP #	Program	Title				
IGS-100	0006	1-5/113 Phase 2	3,641	15,967	-	935
TES-100	0228	Traffic Engineering Serv	-	1,018	-	8,496
SW-1A/B	0407	Widening & Recon Kentucky	-	-	209,518	1,715,738
TSM-202	1127	Main St/Cleveland Signal Intersection	-	-	-	-
	1124	I5/Rd 102 Interchange Landscape	-	78,302	56,339	-
	1702	New Traffic Signal - Kentucky/Cottonwood	-	-	273	-
	1722	Sports Park Pedestrian Overcrossing	-	-	-	57,030
	1913	Gibson Road Interchange Modification	-	-	5,327	-
	2114	SR113/I-5 Ultimate Interchange Modifications	-	-	-	2,274
	2217	Active Transportation Plan	-	-	-	712
	9000	Force Account	415,083	418,102	276,998	4,606
TP-3	9524	Planning/Analysis Studies	-	12,329	-	-
Total Expenditures			<u>418,725</u>	<u>525,718</u>	<u>548,455</u>	<u>1,789,792</u>
Excess(deficiency) revenues over expenditures			<u>667,919</u>	<u>1,871,836</u>	<u>2,309,040</u>	<u>(19,643)</u>
Total Available Fund Equity at June 30			<u>\$ (259,655)</u>	<u>\$ 1,612,181</u>	<u>\$ 3,921,221</u>	<u>\$ 3,901,578</u>
						<u>\$ 4,300,628</u>

Conclusion: No fees have been held unexpended for more than five years, ongoing fee collection required for projects required in the fee study but not yet funded due to lack of available funding. No refunds required.

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 585 - WASTEWATER DEVELOPMENT FUND

Wastewater Development Fee Description

Wastewater Development fees are used to expand/construct wastewater facilities and to acquire equipment related to the impact of growth on the City.

Wastewater Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Spring Lake	Unit	\$ 7,125
Single Family Residential - Greenfield	Unit	\$ 7,125
Single Family Residential- Infill	Unit	\$ 7,125
Multi-family Residential- Spring Lake	Unit	\$ 5,343
Multi-family Residential - Greenfield	Unit	\$ 5,343
Multi-family Residential - Infill	Unit	\$ 5,107
Multi-family Residential - Corridor	Unit	\$ 5,107
Multi-family Residential - Downtown	Unit	\$ 5,107
Small Multi-family- Spring Lake	Unit	\$ 3,562
Small Multi-family- Greenfield	Unit	\$ 3,562
Small Multi-family- Infill	Unit	\$ 3,562
Small Multi-family- Corridor	Unit	\$ 3,562
Small Multi-family- Downtown	Unit	\$ 3,562
Retail	1,000 Sq Ft	\$ 2,908
Service	1,000 Sq Ft	\$ 2,908
Office	1,000 Sq Ft	\$ 1,744
Industrial	1,000 Sq Ft	\$ 3,272

Wastewater Development Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance**	\$(13,459,945)	\$(14,608,608)	\$(13,957,076)	\$(13,837,804)	\$(13,770,515)
REVENUES					
Development Fees	834,166	2,625,781	2,078,027	2,008,840	1,849,176
Interest Earnings	-	9,574	2,896	-	(437)
Total Revenue	834,166	2,635,355	2,080,923	2,008,840	1,848,739
EXPENDITURES					
MPFP # Program Title					
9000 2014 Refunding Wastewater Bond	1,915,387	1,916,382	1,916,635	1,918,957	1,918,957
Force Account	67,441	67,441	45,017	22,594	170
Total Expenditures	1,982,828	1,983,823	1,961,652	1,941,551	1,919,127
Excess(deficiency) revenues over expenditures	(1,148,663)	651,532	119,271	67,289	(70,388)
Total Available Fund Equity at June 30	<u>\$(14,608,608)</u>	<u>\$(13,957,076)</u>	<u>\$(13,837,804)</u>	<u>\$(13,770,515)</u>	<u>\$(13,840,903)</u>

** Beginning balance does not include long-term advance of pre-1991 fungible monies to the Storm Drain Enterprise Fund(\$2,427,320). These monies are not subject to the requirements of AB1600 and are not available for spending.

Conclusion: No fees have been held unexpended for more than five years, ongoing fee collection is necessary to pay existing debt obligations. No refunds required.

Note: Beginning in FY2012, the Total Fund Equity will not match the City's published annual financial statements due to a large transfers from another fund. These transfers are done for financial reporting requirements, but are considered a long-term loan to assist with payment of debt service not covered by development impact fees.

Prior year numbers have been adjusted to tie to audited financials. Often timing of the reporting and receipt of final audit will differ.

FUND 640 - PARK SLIF FUND

Park SLIF Fee Description

Park SLIF development fees are used to acquire land and construct the parks required by the Spring Lake Specific Plan. These parks include the neighborhood parks, central park and the Spring Lake share of the Community Sports Park.

Park SLIF Development Fee Schedule

Category	Basis	Fee
Single Family Residential	Unit	\$ 9,549
Multi-family Residential	Unit	\$ 6,303
Non-Residential	Sq Ft	\$ 7.36

Park SLIF Fund Collections & Expenditures

		2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance		\$2,905,811	\$ 479,086	\$1,249,802	\$1,579,485	\$3,466,256
REVENUES						
SLIF Fees		1,025,108	2,912,670	2,476,083	2,403,488	874,914
Interest Earnings		5,437	18,450	29,910	35,311	27,088
Other Revenues		2,078	-	-	-	-
Total Revenue		1,032,623	2,931,120	2,505,993	2,438,799	902,003
EXPENDITURES						
<u>Program</u>	<u>Title</u>					
7925	2012 Lease Rev Bond Debt Service	86,980	-	-	-	-
1505	SLSP Neighborhood Park N3	2,955,019	1,623,720	13,771	26,902	-
1710	SLSP Neighborhood Park N1	417,349	536,684	2,162,539	20,408	-
1911	Spring Lake Central Park	-	-	-	504,718	-
Total Expenditures		3,459,348	2,160,404	2,176,310	552,028	-
Excess(deficiency) revenues over expenditures		(2,426,725)	770,715	329,683	1,886,771	902,003
Total Available Fund Equity at June 30		\$ 479,086	\$1,249,802	\$1,579,485	\$3,466,256	\$4,368,258

Conclusion: Unexpended fund balance is accumulated for large projects included in the fee study that continue to be required. No refunds required.

FUND 681 - STORM DRAINAGE SLIF FUND

Storm Drain SLIF Fee Description

Storm Drain SLIF development fees are used to purchase land and construct/improve drainage facilities required by and to accommodate growth in the Spring Lake Specific Plan.

Storm Drain SLIF Development Fee Schedule

Category	Basis	Fee
Single Family Residential	Unit \$	12,028
Multi-family Residential	Unit \$	7,938
Non-Residential	Sq Ft \$	9

Storm Drain SLIF Fund Collections & Expenditures

		2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance		\$ (1,145,629)	\$ (67,952)	\$ 3,124,690	\$ (226,970)	\$ 452,718
REVENUES						
SLIF Fees		1,609,356	3,941,616	3,140,159	2,571,586	1,098,060
Interest Earnings		(96,160)	(125,570)	(275,973)	(162,228)	(93,913)
Other Revenues						
Total Revenue		1,513,196	3,816,045	2,864,186	2,409,358	1,004,148
EXPENDITURES						
<u>Program</u>	<u>Title</u>					
0612	Spring Lake East Regional Pond Phase I	35,262	24,576	-	45,761	20,115
1113	North Gibson Ponds Detention	-	1,624	31,069	-	-
1721	North Regional Ponds and Pump Station	375,883	575,381	6,118,502	1,680,519	185,628
1914	South Area Flowage Easement	-	-	-	-	15,318
9000	Force Account	24,375	21,821	66,275	3,391	4,795
			-	-	-	-
Total Expenditures		435,519	623,403	6,215,846	1,729,671	225,856
Excess(deficiency) revenues over expenditures		1,077,677	3,192,642	(3,351,660)	679,687	778,292
Total Available Fund Equity at June 30		\$ (67,952)	\$ 3,124,690	\$ (226,970)	\$ 452,718	\$ 1,231,009
Revenues paid through Fee Credit use		\$ 1,268,937	\$ 3,224,911	\$ 2,688,092	\$ 2,046,135	\$ 945,930

Conclusion: Unexpended fund balance is accumulated for large projects included in the fee study that continue to be required. No refunds required.

Note: Advance funding of infrastructure through issuance of bonds and developer advances have paid for construction of most facilities funded in this category. Collection of "revenues" in this fund represent the use of fee credits earned from the previous advancement of cash.

*Prior year numbers have been adjusted to correct for beginning balances of fund equity and for investment earning not allocated before report was complete

FUND 682 - ROADS SLIF FUND

Road SLIF Fee Description

Road SLIF development fees are used to construct/improve roadways required by and to accommodate growth in the Spring Lake Specific Plan.

Road SLIF Development Fee Schedule

Category	Basis	Fee
Single Family Residential	Unit	\$ 23,204
Multi-family Residential	Unit	\$ 15,315
Non-Residential	Sq Ft	\$ 17.86

Road SLIF Fund Collections & Expenditures

		2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance		\$ (441,837)	\$ 1,960,977	\$ 9,252,850	\$ 13,102,099	\$ 5,336,217
REVENUES						
SLIF Fees		2,604,069	7,602,499	6,057,907	4,961,019	2,134,765
Interest Earnings		(201,255)	(224,926)	(259,162)	(142,401)	(77,349)
Other Revenues						
Total Revenue		2,402,814	7,377,572	5,798,745	4,818,618	2,057,416
EXPENDITURES						
Program	Title					
9000	Force Account	-	5,508	3,906	22,857	3,235
1909	CR25A (Meikle to Promenade)	-	5,620	115,064	1,716,359	-
1910	Heritage Parkway Pedestrian Crossing	-	16,488	-	161,811	-
1913	Gibson Road Interchange Modification	-	275	-	76,789	3,896
2005	SR113/CR25A Interchange Modifications	-	57,808	73,185	104,622	147,665
	Developer Reimbursable Projects			1,757,341	10,502,062	465,000
Total Expenditures		-	85,699	1,949,496	12,584,501	619,796
Excess(deficiency) revenues over expenditures		2,402,814	7,291,873	3,849,249	(7,765,882)	1,437,620
Total Available Fund Equity at June 30		\$1,960,977	\$9,252,850	\$13,102,099	\$ 5,336,217	\$ 6,773,837
Revenues paid through Fee Credit use		\$ 1,949,241	\$ 4,953,853	\$ 4,129,234	\$ 3,143,112	\$ 1,453,062

Conclusion: Unexpended fund balance is accumulated for large projects included in the fee study that continue to be required. No refunds required.

Note: Advance funding of infrastructure through issuance of bonds and developer advances have paid for construction of most facilities funded in this category. Collection of "revenues" in this fund represent the use of fee credits earned from the previous advancement of cash.

*Prior year numbers have been adjusted to correct for beginning balances of fund equity and for investment earning not allocated before report was complete

FUND 684 - WATER SLIF FUND

Water SLIF Fee Description

Water SLIF development fees are used to construct/improve water related facilities required by and to accommodate growth in the Spring Lake Specific Plan.

Water SLIF Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Infill	Unit \$	2,575
Multi-family Residential	Unit \$	1,699
Non-Residential	Sq Ft \$	1.99

Water SLIF Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance	\$ 816,526	\$ 1,149,262	\$ 2,111,655	\$ 2,754,011	\$ 3,289,594
REVENUES					
SLIF Fees	354,644	986,795	672,358	550,674	238,309
Interest Earnings	(21,908)	(24,401)	(30,002)	(15,092)	(7,755)
Other Revenues					
Total Revenue	332,736	962,394	642,356	535,582	230,554
EXPENDITURES					
Program Title					
Total Expenditures	-	-	-	-	-
Excess(deficiency) revenues over expenditures	332,736	962,394	642,356	535,582	230,554
Total Available Fund Equity at June 30	\$1,149,262	\$ 2,111,655	\$ 2,754,011	\$ 3,289,594	\$ 3,520,148
Revenues paid through Fee Credit use	\$ 269,438	\$ 684,756	\$ 570,771	\$ 434,463	\$ 200,852

Conclusion: Unexpended fund balance is accumulated for large projects included in the fee study that continue to be required.
No refunds required.

Note: Advance funding of infrastructure through issuance of bonds and developer advances have paid for construction of most facilities funded in this category. Collection of "revenues" in this fund represent the use of fee credits earned from the previous advancement of cash.

*Prior year numbers have been adusted to correct for beginning balances of fund equity and for investment earning not allocated before report was complete

FUND 685 - SEWER SLIF FUND

Sewer SLIF Fee Description

Wastewater SLIF development fees are used to construct/improve sewer related facilities required by and to accommodate growth in the Spring Lake Specific Plan.

Sewer SLIF Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Infill	Unit	\$ 3,320
Multi-family Residential	Unit	\$ 2,594
Non-Residential	Sq Ft	\$ 2.56

Sewer SLIF Fund Collections & Expenditures

			Fiscal Year		
			2020		
			2018	2019	2021
Beginning Balance			\$(2,895,825)	\$(2,483,778)	\$ (598,758)
REVENUES					
SLIF Fees			434,761	1,087,542	709,714
Interest Earnings			(22,714)	(29,679)	(21,515)
Other Revenues					
Total Revenue			412,047	1,057,863	688,200
EXPENDITURES					
	Program	Title			
	9000	Force Account	-	-	21,222
	2110	Spring Lake Sewer Pump Station	-	-	27,840
Total Expenditures			-	-	49,063
Excess(deficiency) revenues over expenditures			412,047	1,057,863	639,137
Total Available Fund Equity at June 30			\$(2,483,778)	\$(1,425,915)	\$ 40,379
Revenues paid through Fee Credit use			\$ 419,745	\$ 1,066,750	\$ 676,829

Conclusion: Unexpended fund balance is accumulated for large projects included in the fee study that continue to be required.
No refunds required.

Note: Advance funding of infrastructure through issuance of bonds and developer advances have paid for construction of most facilities funded in this category. Collection of "revenues" in this fund represent the use of fee credits earned from the previous advancement of cash.

*Prior year numbers have been adjusted to correct for beginning balances of fund equity and for investment earning not allocated before report was complete

FUND 660 - FIRE SLIF FUND

Fire SLIF Fee Description

Fire SLIF development fees are used to construct additional fire station facilities needed to provide service to the new growth area.

Fire SLIF Development Fee Schedule

Category	Basis	Fee
Single Family Residential- Infill	Unit	\$ 967
Multi-family Residential	Unit	\$ 638
Non-Residential	Sq Ft	\$ 0.74

Fire SLIF Fund Collections & Expenditures

	2018	2019	Fiscal Year 2020	2021	2022
Beginning Balance	\$ -	\$ 61,063	\$ 358,446	\$ 620,640	\$ 872,728
REVENUES					
SLIF Fees	60,370	292,091	250,419	243,190	88,570
Interest Earnings	693	5,292	11,775	8,898	6,003
Other Revenues					
Total Revenue	61,063	297,383	262,194	252,088	94,572
EXPENDITURES					
Program Title					
Total Expenditures	-	-	-	-	-
Excess(deficiency) revenues over expenditures	61,063	297,383	262,194	252,088	94,572
Total Available Fund Equity at June 30	\$ 61,063	\$ 358,446	\$ 620,640	\$ 872,728	\$ 967,301

Conclusion: Unexpended fund balance is accumulated for large projects included in the fee study that continue to be required. No refunds required.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.12
SUBJECT: Measure F Annual Report for Fiscal Year Ending June 30, 2022

Recommendation for Action: Staff recommends that the City Council approve the Measure F Report for Fiscal Year ending June 30, 2022 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

Staff Contact:

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

Fiscal Impact:

This is an informational report, and therefore does not result in any fiscal impact. However, the report provides an accounting of Measure F (1/2 cent sales tax) receipts and expenses for the fiscal year ending June 30, 2022. The Measure F spending plan, which allocates resources to the various categories and projects within Measure F, is reviewed by the City Council annually, in connection with the development of the City's annual budget.

Background:

In November 2016, the Woodland voters approved Measure F (MSF), which extended the 1/2 cent supplemental sales tax collected within the boundaries of and for the benefit of the City of Woodland. The 12-year approval of MSF, a general tax, includes funding for general city services such as street maintenance, parks and facility projects, public safety and economic development.

MSF revenue is anticipated to be spent on various categories based on overall community needs. The City Council has identified Parks, Roads, Public Safety, and Economic Development as the primary general categories for funding.

The initial spending plan was approved by the City Council within the FY2018/19 annual budget on June 19, 2018, which provided an allocation of anticipated MSF revenues in a manner consistent with Council policy direction. The City Council will approve a revised spending plan which is then incorporated into the next fiscal year's annual budget. The City Council adopted a revised MSF spending plan at the May 10, 2022 meeting for incorporation into the FY2021/22 annual budget.

Similar to the process that was followed for Measure E, staff will prepare an annual financial report in December each year, illustrating the actual revenues received and use of the funds, and an updated annual spending plan during the spring to be incorporated into the annual budget.

Discussion:

The following table includes (1) a summary of approved uses of MSF, as adopted with the FY2021/22 annual budget, and consistent with the annual spending plan, (2) prior years' expenditures, (3) FY2021/22 expenditures, and (4) the life to date expenditures for each identified category. Final revenues from MSF sales tax for FY2021/22 were \$7.8 million, which is 103% of the amended budget.

Project/Program Description	Approved		Prior Year Expenditures	FY2021/22 Expenditures	Life to Date Expenditures
	Spending Plan Total Budget				
Parks/Pool	\$ 14,591,524	\$ 219,150	\$ 823,141	\$ 1,042,291	
Roads	\$ 32,224,895	\$ 3,964,099	\$ 2,368,207	\$ 6,332,306	
Public Safety	\$ 23,813,160	\$ 3,208,974	\$ 1,416,688	\$ 4,625,662	
Economic Development	\$ 4,215,371	\$ 644,513	\$ 177,064	\$ 821,577	
Overhead	\$ 1,481,818	\$ 156,885	\$ 310,904	\$ 467,789	
TOTAL	\$ 76,326,768	\$ 8,193,621	\$ 5,096,005	\$ 13,289,626	

Attachment A to this report provides a historical account of annual revenues received and detailed project expenditures. These revenues and expenditures are forecasted during the development of the annual spending plan, which is revisited and updated each year during the budget development process.

The fund balance for Measure F at the end of FY2021/22 includes amounts previously reserved by the Council for future work at the Sports Park, Parking Lot Rehabilitation Set-Aside, and a Park Projects Reserve . The spending plan for Measure F sets aside money each year to assist the Park Development Fund with payment of annual debt service. In the event that development activity for any fiscal year generates more revenue than expected, reliance on Measure F funds for assistance is decreased and the amounts that had been set aside for debt service assistance will be used for other park related projects within the City. In FY2021/22, development activity generated sufficient revenues to cover most of the annual debt service and the Park Development Fund borrowed \$151,529 from Measure F; this leaves \$1,031,410 available for allocation to other park maintenance projects. Staff will return to Council at a later date to request appropriations for specific projects.

Note: FY2021/22 revenue and expenses reflect unaudited figures. The numbers are subject to change pending final audit results.

Conclusion:

Staff recommends that the City Council approve the Measure F Report for Fiscal Year ending June 30, 2022 and direct staff to publish the required excerpts of the report in the Daily Democrat and on the City's website.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. MSF Summary - Attachment A

MEASURE F SPENDING PLAN

	FY2018/19	FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	FY2030/31	Total	
	Actual	Actual	Actual	Actual	Amended	Planned									Over 12 Years
Revenues															
MSF Annual Revenue Projection	4,053,546	5,957,637	6,935,312	7,656,557	7,625,570	7,649,200	7,976,200	8,283,000	8,570,100	8,835,773	9,109,682	9,392,082	2,420,809	94,465,469	
Expenditures															
Parks/Pool															
Park Debt Service	-	-	24,184	151,529	1,182,939	1,174,096	1,169,541	1,164,895	-	-	-	-	-	4,867,184	
Clark Field Maintenance	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	195,000	
Sports Park Turf Replacement (19-19)	-	-	149,966	11,516	-	-	-	-	-	-	-	-	-	161,481	
Southeast Area Pool Project (19-18)					2,500,000									2,500,000	
Other Park Projects	-	-	-	645,097	788,794	60,904	65,459	70,105	1,235,000	1,235,000	1,235,000	1,235,000	297,500	6,867,859	
Parks Subtotal	15,000	15,000	189,150	823,141	4,486,733	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	312,500	14,591,524	
Roads															
Measure F - Planning Management	19,142	22,351	20,990	50,204	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	12,500	525,188	
Curb Gutter Sidewalk				-	50,000	-	-	-	-	-	-	-	-	50,000	
Annual In-House Road Program Support	583,695	536,359	657,872	626,250	1,014,081	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	250,000	10,668,257	
West Woodland Safe Routes to School (17-09)	-	-	-	107,000	-	-	-	-	-	-	-	-	-	107,000	
West Main St Bicycle/Ped Mobility & Safety Improvements (17-16)	-	1,300,459	709,964	2,140	137,437	-	-	-	-	-	-	-	-	2,150,000	
Gibson Road (West to East Streets; 20-01)	-	-	112,617	38,835	1,608,548	-	-	-	-	-	-	-	-	1,760,000	
Gibson Road - West to CR98 (20-08)				5,965	754,035									760,000	
Local Roadway Safety Plan Project (21-13)			365	9,597	38									10,000	
Matmor Rd & E. Gum Rehab				-	-	500,000	1,100,000							1,600,000	
Main Street Feasibility Project (22-13)				3,284	21,716									25,000	
East and Main Street Signal Project (22-14)					30,000	148,450								178,450	
2020 Road Rehabilitation (19-05)				-	1,415,715		-	-	-	-	-	-	-	1,415,715	
2022 ADA Improvements (22-01)					10,000	-	-	-	-	-	-	-	-	10,000	
Annual Pavement Maintenance - Summer 2021 (20-02)	-	-	-	1,464,153	75,847	-	-	-	-	-	-	-	-	1,540,000	
Annual Pavement Maintenance - Summer 2022 (22-06)				60,778	1,039,222									1,100,000	
Annual Pavement Maintenance (Summer 2023)						1,000,000								1,000,000	
Annual Pavement Maintenance (Summer 2024)							400,000	600,000						1,000,000	
Annual Pavement Maintenance (Summer 2025)								1,100,000						1,100,000	
Annual Pavement Maintenance (Summer 2026)									1,500,000					1,500,000	
Annual Pavement Maintenance (Summer 2027)									200,000	1,600,000				1,800,000	
Other Road Projects	285	-	-							100,000	1,700,000	1,700,000	425,000	3,925,285	
Roads Subtotal	603,122	1,859,169	1,501,809	2,368,207	6,206,639	2,698,450	2,550,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	687,500	32,224,895	
Public Safety															
Fire Staffing	437,748	515,788	611,338	594,533	739,537	790,565	816,654	855,853	887,520	931,896	978,490	1,027,415	1,078,786	10,266,123	
Police Staffing	224,048	577,395	842,656	822,155	1,010,847	1,080,595	1,116,255	1,169,835	1,213,119	1,273,775	1,337,464	1,404,337	1,474,554	13,547,037	
Public Safety Subtotal	661,796	1,093,184	1,453,994	1,416,688	1,750,384	1,871,160	1,932,909	2,025,688	2,100,639	2,205,671	2,315,954	2,431,752	2,553,340	23,813,160	
Economic Development															
Economic Development Staffing	235,687	223,060	185,766	177,064	343,925	367,656	379,788	398,018	412,745	433,382	455,051	477,804	125,424	4,215,371	
Overhead	20,947	51,465	84,473	310,904	92,505	98,888	102,151	107,054	111,015	116,566	122,394	128,514	134,940	1,481,818	
Total Expenditures	1,536,552	3,241,877	3,415,192	5,096,005	12,880,186	6,286,154	6,214,848	6,530,761	6,624,399	6,755,619	6,893,400	7,038,070	3,813,703	76,326,768	
Net Revenues/Expenditures	2,516,994	2,715,760	3,520,120	2,560,552	(5,254,616)	1,363,046	1,761,352	1,752,239	1,945,701	2,080,154	2,216,282	2,354,012	(1,392,894)	18,138,701	
Reserve Set Aside	125,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,325,000	
Parks Projects Reserve		1,191,439	1,013,082	374,798	(375,000)									-	
Parking Lot Rehabilitation Set-Aside (Hotel Woodland)				575,000										575,000	
Sports Park Reserve		500,000												-	
Fund Balance	2,391,994	3,316,315	5,723,353	7,234,108	2,254,492	3,517,538	5,178,889	6,831,128	8,676,829	10,656,983	12,773,265	15,027,277	13,534,383	14,109,383	



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.13
SUBJECT: Annual Measure J Report for Fiscal Year Ending June 30, 2022

Recommendation for Action: Staff recommends that the City Council approve the Annual Measure J Report for Fiscal Year ending June 30, 2022 and direct staff to publish the required excerpt of the report in the Daily Democrat and the City's website.

Staff Contact:

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

Fiscal Impact:

This is an informational report, and therefore has no direct fiscal impact. However, the report provides an accounting of the use of \$3.8 million in Measure J (1/4 cent sales tax) revenue collected during fiscal year 2021/22.

Background:

In January 2014, the City Council authorized placing the reauthorization of a 1/4 cent sales tax before the voters for the June 2014 election. Measure J (MSJ) was approved with 68% of the Woodland vote. Companion advisory measures K,L,M and N were also approved and were intended to guide the City Council in the allocation of these resources generated by MSJ for general city services, programs, and facilities for a period of eight (8) years as follows:

Measure K, approved by 65.5% of voters, provides that 60% of the additional sales tax received to expand and enhance youth and teen programs and facilities;

Measure L, approved by 66.4% of voters, provides that 20% of the additional sales tax received to enhance education and youth literacy and expand library hours of operation;

Measure M, approved by 70.1% of voters, provides that 15% of the additional sales tax received to enhance public safety through expanded crime prevention programs such as Neighborhood Watch and services supporting at-risk youth including gang intervention strategies;

Measure N, approved by 53.6% of voters, provides that 5% of the additional sales tax received to support a city water and sewer utility rate-payer assistance program for low-income residents.

Measure J expires September 30, 2022 and is replaced by Measure R after that date.

Discussion:

The goals and objectives of MSJ are to expand activities for youth and teens; increase literacy and academic achievement; enhance public safety; provide dedicated funding for the Utility Assistance Program; and to encourage youth engagement through a variety of new programs. Throughout FY2021/22, programs and services were developed and offered to the community in the following areas:

Youth Programming

- Afterschool programs at both Lee and Douglass middle schools
- Club/leagues for middle school youth during the summer
- Waive per-player fees for youth sports

Library Programming

- Continues increased hours of operations at the Woodland Public Library from 44 hours per week to 51 hours per week
- Funds children and teen collection, including current print and electronic materials

Crime Prevention

- Restored the crime prevention program, including the Neighborhood Watch program
- Expanded Volunteers in Policing (VIP) program
- Restored the youth diversion program

Actual MSJ revenue received in FY2021/22 totaled \$3.8 million, which is 102% of the amended revenue budget for the year.

The tables below show the planned and actual allocation of MSJ for FY2021/22:

MEASURE J - FY2021/22 Year-End Report by Category

	Advisory Measures	Approved Spending Plan	Percent of Spending Plan	Prior Year Expenditures	Actual MSJ Expenditures FY21/22	Life to Date Expenditures
Youth Programming	60%	\$ 13,900,338	60%	\$ 6,361,890	\$ 1,130,830	\$ 7,492,720
Library Programming	20%	\$ 4,469,044	19%	\$ 3,413,251	\$ 636,691	\$ 4,049,942
Crime Prevention/Youth-At-Risk	15%	\$ 3,143,990	14%	\$ 2,270,400	\$ 514,639	\$ 2,785,039
Utility Assistance Program	5%	\$ 1,549,919	7%	\$ 1,299,919	\$ 249,032	\$ 1,548,951
Unallocated MSJ		\$ -		\$ -	\$ -	\$ -
Total		\$ 23,063,291		\$ 13,345,460	\$ 2,531,192	\$ 15,876,652

MEASURE J - FY2021/22 Year-End Report by Activity

	Amended Budget	Year-to Date Actuals	Difference Favorable/ (Unfavorable)	%
Utility Assistance	\$ 250,000	\$ 249,032	\$ 968	100%
Youth Programming				
Southeast Area Pool Project	\$ 1,500,000	\$ -	\$ 1,500,000	0%
Youth Sports	\$ 97,485	\$ 92,628	\$ 4,857	95%
Boxing	\$ 40,325	\$ 29,500	\$ 10,825	73%
Camperships/Scholarships	\$ 30,148	\$ 25,745	\$ 4,403	85%
Events & Activities	\$ 26,273	\$ 22,421	\$ 3,852	85%
Outdoor Adventures	\$ 25,643	\$ -	\$ 25,643	0%
Marketing & Outreach to Youth in the Community	\$ 43,720	\$ 23,239	\$ 20,481	53%
Woodland Community College Promise Program	\$ 100,000	\$ 3,500	\$ 96,500	4%
UC Davis EOP Leadership Academy	\$ 10,000	\$ 10,000	\$ -	100%
Yolo County Youth Empowerment Summit	\$ 7,000	\$ 7,000	\$ -	100%
Youth Master Plan	\$ 24,000	\$ 24,000	\$ -	100%
Cesar Chavez Youth Leadership Conference	\$ 2,500	\$ 2,500	\$ -	100%
United Way Kinder Kamp	\$ 7,000	\$ 7,000	\$ -	100%
Seed Money for Groups	\$ 79,000	\$ 100	\$ 78,900	0%
Aquatic Feasibility Study	\$ 6,357	\$ 3,900	\$ 2,457	61%
Pool and Other Maintenance Needs	\$ 100,000	\$ 100,000	\$ -	100%
Other General Programs	\$ 19,596	\$ 18,623	\$ 973	95%
Great Program	\$ 95,312	\$ 26,422	\$ 68,890	28%
Middle School Programs	\$ 190,419	\$ 164,670	\$ 25,749	86%
Aquatics	\$ 468,018	\$ 352,688	\$ 115,330	75%
Recreation Van	\$ 122,865	\$ 98,713	\$ 24,152	80%
Summer Camp	\$ 141,277	\$ 113,734	\$ 27,543	81%
Youth Advisory Committee	\$ 5,000	\$ 4,448	\$ 552	89%
Crime Prevention/Youth-At-Risk	\$ 1,073,589	\$ 514,639	\$ 558,950	48%
Library	\$ 711,057	\$ 636,691	\$ 74,367	90%
Total All Measure J Programs	\$ 5,176,585	\$ 2,531,192	\$ 2,645,392	49%

Of the \$2.6 million unspent from FY2021/22, \$2.5 million was carried over for expenditure in FY2022/23. All Measure J funds not programmed or expended are accumulated in a special Measure J fund balance within the General Fund. At the end of FY2021/22, the accumulated fund balance was \$3.7 million. Of this fund balance, \$1,000,000 is assigned to the Phase 2 Sports Park Build-Out.

Below are accomplishments and highlights from FY2021/22 that were made possible because of MSJ funding:

YOUTH PROGRAMMING

Youth Sports

Youth sports organizations (soccer, baseball, and softball) use city-owned fields for practices and games. Measure J provides funding to waive the player fees for Woodland residents (essentially fees for practices). In addition, Measure J provides assistance for youth organizations as well as other financial needs such as portable restroom rentals, field improvements, and increased utility costs during the winter. Player fees and financial assistance provided this fiscal year include:

- \$60,600 in youth sports player fees waived for 2,424 youth players (1,015 baseball players and 1,409 soccer players)
- \$10,000 fee waived for Woodland Swim Team for the winter surcharge
- \$12,500 provided to Woodland Girls Fast Pitch

Camperships

Measure J provides funding for “camperships” or scholarships for youth participants of income-qualified families. Camperships resulted in a fee reduction for several programs. A total of \$17,655 was provided for camperships, and the remaining expenditures were attributed to program administration. Camperships were utilized in the following areas:

- Summertime Fun Club – \$9,865 to 40 participants
- Summer Teen Pack – \$1,580 for five (5) participants
- Swimming Lessons – \$5,885 for 65 participants
- Woodland Wreckers – \$325 for four (4) participants

Events

Measure J provides several free activities and events for youth, teens, and families. Events included the Floating Pumpkin Patch, Polar Bear Plunge, Martin Luther King Jr. Celebration, REXPO, Woodland Writes, Shamrock Hunt, Egg Hunt delivery, and César Chávez Celebration. These events had a combined attendance of over 1,000 people. In addition, support was provided for the Neighborhood Santa Parade and the City’s 150th Celebration.

Supported Education, Workshops and Trainings

Measure J provides funding for collaborative ventures in education, workshops, and training for Woodland youth, teens, and college-aged individuals. Financial support was provided for: the Woodland Community College Promise Program, UC Davis Educational Opportunity Program, Yolo County Youth Empowerment Summit, City of Woodland & Woodland Joint Unified District Youth Master Plan, César Chávez Leadership Conference, and United Way Kinder Kamp.

After School Teen Pack

Measure J provides funding for the After School Teen Pack program held at Douglass and Lee Middle Schools. The program is held on campus Monday-Thursday immediately after school until 5pm.

- 3,240 students participated during the 2021/22 school year

Aquatics

Measure J provides funding for summer public swimming and to help offset expenses for low-cost swimming lessons.

- Public Swim – 7,196 (July and August 2021)
- Swim Lessons – 801 (July and August 2021)

Rec2Go

Measure J provides funding for the mobile recreation van (Rec2Go) to go to park sites, schools, and local events throughout the year. Participants can play and have fun for free anywhere Rec2Go is in attendance.

- Attended 75 park and community events
- Reached over 2,925 community members

Summer at City Hall

Measure J provides funding for the Summer at City Hall program. This free program is to help high school students learn more about local government. It provides opportunities for students to become more civically engaged within their community and provides students with a small stipend for participation in the program.

- 19 participants during the three (3) week program

Summer Teen Pack

Measure J provides funding for the Summer Teen Pack program. Summer Teen Pack is a program for middle school students held Monday – Fridays from 8am – 5pm during the summer months.

- 36 participants during the nine (9) weeks of summer

Other General Programs

Measure J provides funding for general programs, including Baby & Me classes and Youth Boxing. The total participants/sign-ins for the general programs were as follows:

- Baby & Me (virtual offering) – 167 participants
- Boxing Club – 522 participants

CRIME PREVENTION

The Crime Prevention Team is responsible for the development, implementation and maintenance of programs that focus on reducing the instances and impact of criminal activity within the community. The primary goal of the Crime Prevention program is to increase community awareness and motivate citizens to become actively involved in helping to reduce crime.

The Neighborhood Watch program is always growing. This program enlists the active participation of citizens in cooperation with law enforcement to reduce crime in their communities. During FY22, the Crime Prevention team welcomed five (5) new groups. These new groups are given a variety of information to assist them with maintaining a successful watch group in their neighborhood. They are taught how to be trained observers so they are comfortable reporting a crime or suspicious activity. In an effort to keep existing groups involved and informed, the Crime Prevention team created a quarterly Neighborhood Watch newsletter that goes out to all members of the program. This allows the team to share crime prevention information, department news, and neighborhood watch specific information with a large group of community members on a regular basis in order to build stronger relationships in the community.

The Crime Prevention team continued to supervise the Volunteers in Policing (ViP) program. The ViP program has 39 active volunteers who average about 200 hours per month and participate in 51 special events throughout the City during the year. In November and December 2021, two (2) new Chaplains joined the Volunteer program. Both Chaplains joined after full careers as officers with the California Highway Patrol. We are happy to have them on board.

Social media remains an important part of our community outreach efforts. With the potential to reach close to 30,000 people all at once, social media can be an amazing tool. Some of the topics covered were holiday shopping safety, human trafficking prevention, gun safety, and more. Facebook, Nextdoor, Instagram and Twitter were all used to reach members of the community with crime prevention tips and community outreach opportunities.

For most of July, Crime Prevention was focused on National Night Out (NNO) promotion and registration. To promote the event, the department's Crime Prevention Specialist built a custom social media and website campaign. The event on the Woodland Police Department Facebook page reached 4,469 people alone. The Crime Prevention Specialist also conducted a phone interview with the Daily Democrat who published an article that assisted with registrations. In 2019, NNO registrations were at a record 37 neighborhoods. We are

so proud to say that in 2021, NNO was another record-breaking year with 41 neighborhoods coming together to make Woodland a stronger community. Hopefully, staff will break the record once again for NNO in 2022. Also this month, the Crime Prevention Specialist, the Chief of Police, Deputy Chief, a City Council Member, and the City Manager attended a community meeting at Schneider Park. During the meeting, gun violence, traffic issues, and crime prevention were discussed. The Chief of Police was able to provide detailed information and answer questions. At the end of the meeting, at least one (1) resident showed interest in participating in neighborhood watch. They ended up registering for National Night Out and have their first Neighborhood Watch meeting scheduled for September.

In August, the Crime Prevention Specialist worked with the neighbors near Harris Park to schedule a community meeting with the neighbors and members of the Police Department. The goal of this meeting was to listen to the concerns of the neighbors regarding the issues revolving around Harris Park and share with them what the Police Department and the City are doing to support them. Roughly 15 neighbors attended the meeting and we had a great conversation. They shared a lot of good information and we were able to answer many of their questions. As part of preparing for this meeting, the Crime Prevention Specialist went out with one of our HOST Officers and conducted a Crime Prevention Through Environmental Design or "CPTED" survey of Harris Park. She was able to identify some areas of improvement and send a report to the City. The volunteer team was able to assist by providing extra patrols and by helping the Crime Prevention Specialist hand deliver more than 130 invitations to the meeting.

Every day across America, parents and caregivers drive young children around town, to and from school, daycare, and the store in car and booster seats, yet nearly half of all car seats are installed incorrectly. To help keep children safe, we participated in Child Passenger Safety Week from September 19 – 25, 2021. The goal is to make sure children are in the correct car seat, it's properly installed and used, and that it's registered with its manufacturer to ensure the receipt of important safety updates. We achieved this by partnering with the Yolo County Child Passenger Safety Program and hosting a free Car Seat Check Event here at the Woodland Police Department.

In October, the department participated in the National Drug Take Back Day which happens annually. This is a national campaign put on by the DEA with a focus on getting prescription medications off the streets. Staff collected 144 lbs of prescription and over-the-counter medications during this year's event.

In November, after Nugget Market moved their corporate office to Davis, the location at 163 Court Street remained vacant. A HOST officer recommended to the property owners to have the Crime Prevention Specialist come and perform a CPTED inspection to assist with reducing the amount of vandalism and trespassing that is happening at the property. She was able to go out and conduct a survey and provide them with some recommendations they could implement to reduce the likelihood of negative activities. Recommendations included having graffiti removed immediately, adding and improving lighting on the property, and installing fencing to reduce foot traffic from the alley behind the business to Court Street. The landscaping was also something that needed attention to create better natural surveillance and reduce hiding spots on the property.

In December, the department hosted Neighborhood Santa, which was live on Facebook all three (3) nights. The Crime Prevention Specialist hosted and monitored the live feed and comments section throughout the events, responding to the community and asking Santa for live shots. They also assisted UNIDOS by recording two (2) videos for them. The first one wished the community a Merry Christmas and the second was geared to teach the Spanish-speaking community what to expect when calling 911. We partnered with dispatch and had them run through a call where a translator needed to be added to the line. This video is a great educational tool for the public. On December 4th, the Crime Prevention Specialist held a community event at Ralph Harris Park. There was a good turn out and it was great to see neighbors utilizing the park the way it was intended. The Rec2Go van came out and officers were able to join the kids in some fun and games.

From the beginning of the New Year through the middle of February, the department was without a Crime Prevention Specialist. Upon hire, the new candidate quickly introduced herself to the Neighborhood Watch groups as well as on the Nextdoor community app and will be connecting with these groups for future meetings and community events.

In May, a new Neighborhood Watch was established on North Walnut Street. There were six (6) neighbors at the meeting. During the first half of the meeting, there were conversations about the importance of online reporting, reporting graffiti, and vacation home checks. The other half was spent talking about You Are Not Alone (Y.A.N.A), the difference between calling 911 vs. Non-Emergency, and Operation ID. They were given a sheet where they can write down information about their belongings, such as vehicles, bikes, electronics, jewelry, and other items. In the event these items get lost or stolen, these members have a record of their property. The neighbors were concerned about not having enough lights on their street as they feel it gets too dark at night. The Crime Prevention Specialist sent out an email to the City of Woodland Engineer to address the issue.

GANG RESISTANCE AND EDUCATION TRAINING (G.R.E.A.T.)

The Gang Resistance Education And Training (G.R.E.A.T.) program is an evidence-based, national and international gang and violence prevention program that has been building trust between law enforcement and communities for nearly 30 years. This program is intended as an immunization against delinquency, youth violence, and gang membership. It is designed for children in the years immediately before the prime ages for introduction into gangs and delinquent behavior and was built around school-based, law enforcement officer-instructed classroom curriculum. It provides a continuum of components for children and their families. These components include a 13 lesson middle school curriculum and a six (6) lesson elementary school curriculum.

The Woodland Police Department instructors worked closely with the Woodland Joint Unified School District and completed the G.R.E.A.T. program with all 4th grade and 7th grade students for the 2021-2022 school year. In November 2021, a School Resource Officer worked with three (3) 7th grade G.R.E.A.T. classes and their lessons on community and participation in a community service project. The students came up with many ideas and chose a project to highlight the importance of mental health. The students made 50 posters and social media posts highlighting mental health services available to teens in Yolo County. The teens recognized the problem on campus, wanted to be the change, and made beautiful posters encouraging their peers not to give up. It was a great activity, and the teens were eager to help.

SCHOOL RESOURCE OFFICERS

This year, the City's School Resource Officers or SROs, taught four (4) Active Shooter classes, participated in Fill the Trunk, Christmas and Back to School Shop with a Cop, Coffee with a Cop, National Night Out, National Shake Out (earthquake drills at the schools), National Walk to School Day, Read Across America and Red Ribbon Week. They spent much of their time acting as mentors to counsel and help educate numerous students on a day-to-day basis in preparation for adulthood. The SROs also participated in teaching G.R.E.A.T. Classes, the School District Safety committee, SARB (Student Attendance Review Board), and YTAC (Yolo Truancy Abatement Committee) as a form of youth diversion. They have referred several students to the Yolo Conflict Resolution Center, which is a non-profit organization that offers free services to anyone in need of assistance with a conflict, disagreement or other situations where harm has been created.

In July, the SROs ran the six (6) week Summer Police Activities League or P.A.L. program. The program had nearly 30 participants and included activities like swimming, sports, and art. The program took extensive collaboration with multiple entities and businesses to be successful. The SROs remained in contact with district staff to prepare for the new school year.

The month of October saw an increase in activity for the SROs. There were many sporting activities and requests for support at school board meetings. There was an uptick in fighting activity on campus and school

shooting threats that required their attention. Seven (7) students were identified to participate in the Public Safety Conference, and the SROs had been recruiting students for the department's Explorer program. While off-duty, one (1) SRO was notified of a student off-campus and in possession of a firearm. The SRO collaborated with school staff, students, and the Woodland Gang Taskforce, which resulted in seizing two (2) firearms from students who were validated gang members. Both firearm seizures took place off-campus.

During November, two (2) students were referred to the Yolo Conflict Resolution Center. These referrals involve participation in the restorative justice process as an alternative to traditional citation/arrest responses. The Christmas Fill the Trunk Drive started with the first event held on November 28th. In conjunction with P.A.L. and many local entities, the SROs organized gift-giving for community children in need. Also this month, one of the SROs conducted a welfare check on a foster student who was new to the district. The student has a troubled past and needs positive influences. The SRO put the guardian and juvenile in contact with the Jr. Wolves organization, and a scholarship is being sought. Another SRO worked with a recent graduate on her career and educational path as the student wanted to pursue a career in Law Enforcement. The SRO provided guidance on various options including obtaining a degree, attending the police academy, various work experience, volunteer options, and direction for the introductory police exam. After several conversations, the student signed up to take the introductory exam, and the SRO arranged many ride-alongs with police officers.

December marked the end of the Christmas Fill the Trunk Drive, which was the largest Fill the Trunk Drive so far, resulting in 360 WJUSD students receiving gifts for the holidays. The community and local businesses donated over 1,500 gifts and \$6,000 in monetary donations. Velocity Island Waterpark donated their space and decorated the event to make this year's event the most successful yet.

In January, an SRO started working with Woodland High School staff and the Time of Change organization to create a program that engages students in the legislative process and focuses on laws associated with the criminal justice system. The program will include trips to the State Capitol and meeting with elected and appointed officials.

In March, SROs responded to a call involving a sixth grade student that wrote about a shooting while taking a test. The district staff and the SRO met with the student and family to discuss the writing. The SRO looked into a football program and the summer P.A.L. program for the student. It was confirmed by family that the student did not have access to firearms and the district staff worked to offer the student behavioral health services.

In April, a mother contacted an SRO because she was concerned about the behavior of her son, who attended Woodland High School. Over the previous six (6) months, the unlicensed student began taking the parent's vehicle without permission. He also started vaping, drinking alcohol, and she was worried her son was drifting towards gang involvement. The SRO met with the family and spent over an hour discussing behaviors and short-term/long-term goals. The SRO has also set up future checking with the family. Also in April, another SRO assisted Pioneer High School administration with a student struggling with mental health issues. The student struggled with suicidal thoughts and had taken steps towards committing the act. The SRO worked with staff to ensure the student was safely transported to a facility to receive assistance.

WOODLAND PUBLIC LIBRARY

Measure J supports all Library programming, 50% of the book budget, and online resources for our youth and families, in addition to the following:

- All Children's Programming
- All Teen Programming
- Teen Services Librarian Position
- Children's Library Tech Position

- Adult and Family Literacy Coordinator Position
- Square One Staff, program, and supplies
- Additional Library Hours
- Children and teen print and online resources

The Library focuses on programming in four (4) areas; Early Childhood Literacy, Education and Lifelong Learning, Civic and Community Engagement, and Summer Reading.

Early Childhood Literacy

The Public Library is a fun, creative, safe space where parents and caregivers can bring their children to learn and interact with one another and in groups. Early childhood literacy services and programs range across a variety of activities, from reading to singing to playing. Engaging in early childhood literacy activities put children ages 0-5 on a strong path to developing the critical thinking, vocabulary and language, problem solving, social, physical, and creative skills necessary to succeed later in life. In the past year, 3,059 preschool children and caregivers attended 175 early childhood literacy programs (ages 0-5), which include story times in English and Spanish, STEM and arts programs, and other special events.

Education and Lifelong Learning

Learning is a lifelong process. The Library provides an inclusive learning environment where community members can develop skills and knowledge in any area or stage of life. At the Library, users can find homework help, join book clubs, pursue their high school diploma, take classes, and receive one on one help. Measure J supports education and lifelong learning opportunities for children and teens. In the past year, the following was accomplished:

- 6,213 school-age children and their caregivers attended 181 programs, which included coding classes, class visits and tours, Minecraft club, Lego club, STEM activities, crafts, tutoring, and special events
- All first grade children in Woodland Joint Unified Schools received a “My First Library Card” and a new book through class visits
- 2,237 teens attended 145 programs, which included Teen Advisory Board meetings and workshops, creativity and art programs, and community engagement programs
- 10,000 Woodland Joint Unified School District students have a library card through the Student Success partnership with WJUSD

Measure J also supports online live homework help for students, online live employment search and resume help, a language learning database and other online research and learning tools.

Education and Lifelong Learning- Square One

In its 5th year, Square One has expanded its offerings to bring more community members to the Library and explore hands-on learning. It is open 30 hours a week, has about 300 visitors a month, and is now run by a degreed librarian. FY22 focused mainly on reopening, re-staffing, and retraining after the closures due to COVID, but was still able to accomplish the following:

- 366 new Square One users
- 92 patrons successfully completed Basic Use and Safety classes
- Square One received a grant from the State Library for \$20,000 to purchase and install a MemoryLab – a digitization station that can transfer analog data from VHS tapes, audio cassettes, and camcorder tapes to digital formats, with the option to add additional analog types in the future

- WPL partnered with YCOE to offer an 8-week, 54-hour entrepreneurship class with a certificated teacher and approved curriculum to 12 Woodland residents
- School visits were severely limited by COVID protocols at schools, but two (2) classes were able to visit the last week of the school year
- In conjunction with Make Magazine, creators of Maker Faires worldwide, Square One offered six (6) weeks of Maker Camp in Summer 2022 for children 8-12, focusing on themes such as chemistry, engineering, and robotics; also served as an internship for a prospective teacher curious about entering the STEM teaching field

The Square One Librarian has partnered with both the Davis and Woodland school districts to advise on future makerspace builds, as well as with more than a dozen libraries across California.

Civic and Community Engagement

Library staff are embedded in the community through outreach programming and engaging outside the walls of the library at schools, parks, and community events. Library staff attended 21 outreach events and engaged with 2,105 community members.

Summer Reading

Summer reading programs are an essential public library service that benefits a range of patrons from children, teens, and adults. Summer reading programs are particularly important for children transitioning from “learning to read” to “reading to learn” education levels. According to a three (3) year study by the Dominican University’s Graduate School of Library and Information Studies, students who participate in their local library’s summer reading program significantly improve their reading skills. Summer @ the Library is supported by Measure J as well as Friends of the Library and have the following accomplishments in Fiscal Year 2022:

- 1,149 registered participants
- 861 participants completed the program (read 5 books over the summer)
- 58,321 minutes read
- 14,428 books read
- 2,601 summer lunches served
- 4,710 people attended 137 Summer @ the Library events and programs
- 22 teens volunteered for 331 hours

WOODLAND FIRE DEPARTMENT

Public Education

Fiscal Year 2021/22 was the first year in which the Woodland Fire Department was provided funding to support youth education and outreach through Measure J. During the fiscal year, the department purchased several supplies and educational material, as well as covered personnel costs for events that cannot be covered with on-duty personnel. Those events included:

- Hands Only CPR – Firefighters taught 175 Woodland High School students hands-only CPR. Hands-only CPR is the preferred method of cardio pulmonary resuscitation for the lay person, as it does not require mouth-to-mouth resuscitation, and it has been proven extremely effective.
- Job Fairs – Both Lee and Douglas Middle Schools host annual job fairs that we participate in. These job fairs give our firefighters an opportunity to connect with our middle-school students, and provide them with opportunities to learn more about a rewarding career in the fire service.
- Fire Service 101 – For the first time ever, Woodland hosted a youth Fire Service education day. The day included an overview of the fire service, educational pathways, real conversations about the

impact behaviors, social media, and physical health have on a successful career. Fire Service 101 was attended by over a dozen local youths that are representative of our community, and many have now joined the ranks of our Fire Explorer Post.

- First Grade Program – In October of last year, Fire had to pivot and provide its First Grade Program virtually. Department personnel created and edited videos in both English and Spanish to ensure we continued our tradition of educating our over 300 first grade students, city-wide.

UTILITY ASSISTANCE PROGRAM

The City offers a Utility Assistance Program (UAP) that provides a subsidy on the monthly utility bill for income-qualified customers. The program provides for \$40 per month for up to twelve months each fiscal year (July through June). To qualify for the program, customers must own their property and participate in either the CARE or FERA program with PG&E. In Fiscal Year 2021/22, UAP provided assistance to 520 customers, whose households included 1,474 residents.

Conclusion:

Staff recommends that the City Council approve the Annual Measure J Report for Fiscal Year ending June 30, 2022 and direct staff to publish the required excerpt of the report in the Daily Democrat and on the City's website.

Prepared by: Evis Morales, Finance Officer

Reviewed by: Kim McKinney, Director of Administrative Services

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a stylized, flowing script.

Ken Hiatt
City Manager

Attachments:

1. Measure J Summary-Attachment A

MEASURE J SPENDING PLAN

	FY2014/15	FY2015/16	FY2016/17	FY2017/18	FY2018/19	FY2019/20	FY2020/21	Budgeted FY2021/22	FY2022/23*	Total
Revenues										
MSJ Annual Revenue Projection	\$ 1,724,611	\$ 2,467,809	\$ 2,483,241	\$ 2,528,885	\$ 2,772,407	\$ 2,939,064	\$ 3,398,450	\$ 3,293,300	\$ 866,350	\$ 22,474,116
Expenditures										
Utility Assistance	\$ 25,380	\$ 192,866	\$ 132,204	\$ 202,816	\$ 225,728	\$ 266,084	\$ 254,840	\$ 250,000	\$ 62,500	\$ 1,612,419
General Recreation	140,947	469,829	329,274	409,562	395,596	338,311	321,659	719,124	127,579	\$ 3,251,882
Middle School Programs	118,534	270,447	316,551	175,456	191,675	167,295	123,299	234,419	58,605	\$ 1,656,281
Aquatics	5,703	116,340	161,344	180,225	211,828	145,411	207,148	295,941	68,351	\$ 1,392,293
Recreation Van	50,323	57,469	49,242	74,104	85,307	85,193	60,808	126,865	31,716	\$ 621,027
Summer Camp	48,196	96,298	123,114	100,982	119,928	113,203	121,395	165,277	41,319	\$ 929,713
Youth Advisory Committee & Academy	0	308	1,058	3,633	1,248	182	4,944	5,000	1,250	\$ 17,624
At-Potential Youth	1,716	165,808	312,161	205,137	185,784	250,707	395,348	707,107	143,439	\$ 2,367,208
Crime Prevention	48,115	103,952	110,552	125,268	128,583	108,633	128,635	166,482	30,437	\$ 950,657
GREAT Program (4th/7th Grades)	0	0	23,660	33,426	30,132	24,510	6,790	95,312	23,828	\$ 237,658
Library	252,671	439,387	453,203	530,075	562,303	544,582	631,030	711,057	153,721	\$ 4,278,029
Southeast Pool Area Project	0	0	0	0	250,000	0	0	0	0	\$ 250,000
Programming Subtotal	\$ 691,587	\$ 1,912,704	\$ 2,012,364	\$ 2,040,685	\$ 2,388,113	\$ 2,044,111	\$ 2,255,896	\$ 3,476,585	\$ 742,745	\$ 17,564,790
Unallocated	0	0	0	0	0	0	0	0		0
Total Expenditures	\$ 691,587	\$ 1,912,704	\$ 2,012,364	\$ 2,040,685	\$ 2,388,113	\$ 2,044,111	\$ 2,255,896	\$ 3,476,585	\$ 742,745	\$ 17,564,790
Net Revenue/Expenditures	\$ 1,033,024	\$ 555,105	\$ 470,877	\$ 488,200	\$ 384,294	\$ 894,953	\$ 1,142,553	\$ (183,285)	\$ 123,605	\$ 4,909,326
Southeast Pool Reserve	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 1,750,000
Phase 2 Sports Park Build-Out Reserve	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Fund Balance	\$ 1,033,024	\$ 1,588,129	\$ 2,059,006	\$ 2,547,206	\$ 1,181,500	\$ 1,576,453	\$ 2,719,007	\$ 2,035,722	\$ 2,159,326	\$ 2,159,326

*Final Measure J Revenue/Program Year: Only one-quarter of revenue is received in FY2022/23



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.14
SUBJECT: Approval of SLIF and MPFP Reimbursement Agreements with Lennar Homes for eligible infrastructure improvements associated with the Pioneer Village Project (SM 5162 & 5206).

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to 1) approve the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map Nos. 5162 & 5206 Pioneer Village Phase 1 & 2, and authorize the City Manager to sign on behalf of the City; and 2) approve the Supplemental Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5162 Pioneer Village Phase 1, and authorize the City Manager to sign on behalf of the City; and 3) authorize the City Manager to sign amendments up to 15% of each Reimbursement Agreement.

Staff Contact:

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

Fiscal Impact:

The SLIF reimbursement agreement does not obligate the City to pay out any additional funds that are generated by means other than the Spring Lake Infrastructure Fee (SLIF) program. The total cost of Spring Lake backbone improvements eligible for reimbursement through the SLIF is currently estimated at \$5,745,042. Final SLIF reimbursement will be at actual cost after project acceptance and review of the developer's actual cost documentation.

The improvements to the intersection of Gibson Road & Harry Lorenzo Avenue/Bourn Drive are identified in the 2019 Major Projects Financing Plan (MPFP) Fee Program Nexus Study Update, and reimbursement is covered by fees paid into the road development fund (Fund 582). The improvements are also included in the FY2023 Capital Budget, CIP #20-04 with a budget of \$800,000 in Fund 582. Project cost is currently estimated at \$1,353,056, which includes a 10% contingency and 12% soft costs. Final reimbursement will be at actual cost after project acceptance and review of the developer's actual cost documentation. The CIP project budget will be adjusted based on final costs.

There is no impact on the General Fund.

Background:

On May 10, 2022, the City Council approved final subdivision maps 5162 and 5206 (Pioneer Village Phase 1 & 2), consisting of 111 and 120 single-family lots respectively (231 lots total), and a Subdivision Improvement Agreement.

As a condition of the development agreement, Lennar Homes of California is required to build certain off-site infrastructure that is reimbursable through the City's Major Projects Financing Plan (MPFP) fee program and the Spring Lake Infrastructure Fee (SLIF) program.

Discussion:

The MPFP program was established to fund backbone infrastructure projects to serve development in the City. MPFP fees are collected for building permit issuance from developers of residential, commercial, and industrial properties. As development progresses, certain improvements are necessary to support the added impact of

development projects within the city. Lennar was conditioned to construct improvements at the intersection of Gibson Road and Harry Lorenzo Road/Bourn Drive to improve traffic circulation through the intersection as well as upgrade the curb returns to meet ADA standards. These improvements are required to be completed with phase 1 of their project. The intersection improvements are identified in the 2019 MPFP Fee Program Nexus Study update.

The project conditions of approval also require the widening of both Pioneer Avenue and Farmers Central Road to their ultimate configuration within the limits of the project frontage. This work was included in the Spring Lake Capital Infrastructure Plan and is subject to reimbursement through the SLIF.

The Developer is requesting execution of the Supplemental Reimbursement Agreement (MPFP) and the SLIF Reimbursement Agreement to reimburse for the work required to satisfy the project conditions of approval related to backbone infrastructure improvements.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to 1) approve the SLIF Reimbursement Agreement for infrastructure related to Final Subdivision Map Nos. 5162 & 5206 Pioneer Village Phase 1 & 2, and authorize the City Manager to sign on behalf of the City; and 2) approve the Supplemental Reimbursement Agreement for infrastructure related to Final Subdivision Map No. 5162 Pioneer Village Phase 1, and authorize the City Manager to sign on behalf of the City; and 3) authorize the City Manager to sign amendments up to 15% of each Reimbursement Agreement.

Prepared by: Ed Wisniewski, Senior Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. SLIF Reimbursement Agreement
3. Supplemental (MPFP) Reimbursement Agreement
4. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING SLIF AND SUPPLEMENTAL (MPFP) REIMBURSEMENT
AGREEMENTS WITH LENNAR HOMES OF CALIFORNIA, LLC FOR
IMPROVEMENTS ASSOCIATED WITH FINAL SUBDIVISION MAPS 5162 & 5206,
PIONEER VILLAGE, PHASE 1 & 2**

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

WHEREAS, On May 10, 2022, the City Council approved final subdivision maps 5162 and 5206 (Pioneer Village, Phase 1 & 2), consisting of 111 and 120 single-family lots respectively (231 lots total); and

WHEREAS, the Developer, Lennar Homes of California, LLC, completed and entered into to a Subdivision Improvement Agreement and posted the required security for all public improvements required for the subdivision; and

WHEREAS, the Developer, Lennar Homes of California, LLC, was conditioned to construct backbone infrastructure improvements including the signalized intersection of Gibson Rd. & Harry Lorenzo Ave/Bourn Dr., Pioneer Avenue widening, and Farmers Central Road widening; and

WHEREAS, the Spring Lake Capital Infrastructure Plan identified the widening of both Pioneer Avenue and Farmers Central Road as reimbursable through the Spring Lake Infrastructure Fee (SLIF) program; and

WHEREAS, the City's MPFP program was established to fund backbone infrastructure projects to serve development in the City, and the Gibson Rd. at Harry Lorenzo Ave./Bourn Dr. intersection improvements are identified in the 2019 MPFP Fee Program Nexus Study update as reimbursable through the Road Development Fund; and

WHEREAS, the Developer is requesting execution of the SLIF and Supplemental (MPFP) Reimbursement Agreements to reimburse for the work required to satisfy the conditions of approval for the project.

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

Section 1. The City Council hereby approves the SLIF Reimbursement Agreement with Lennar Homes of California, a Limited Liability Company, and authorizes the City Manager to sign on behalf of the City, and

Section 2. The City Council hereby authorizes the City Manager to approve modifications to the SLIF Reimbursement Agreement not to exceed \$862,000 (approximately 15%).

Section 3. The City Council hereby approves the Supplemental (MPFP) Reimbursement Agreement with Lennar Homes of California, a Limited Liability Company, and authorizes the City Manager to sign on behalf of the City, and

Section 4. The City Council hereby authorizes the City Manager to approve modifications to the Supplemental (MPFP) Reimbursement Agreement not to exceed \$203,000 (approximately 15%), and

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victoria Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**AGREEMENT REGARDING
REIMBURSEMENT OF SPRING LAKE SPECIFIC PLAN IMPROVEMENTS
FOR PIONEER VILLAGE PHASES 1 & 2**

1. Parties and Date

This Agreement is entered into as of the ____ day of _____, 2022 (“Effective Date”) by and between Lennar Homes of California, LLC., a California Limited Liability Company with its principal office located at 1025 Creekside Ridge, Suite #240, Roseville, CA 95678, (“Developer”), and the City of Woodland, a California municipal corporation (“City”).

2. Recitals

2.1 In conjunction with the development of the Spring Lake Specific Plan area, Developer has constructed certain infrastructure improvements, including curbs, gutters, sidewalks, bikeways, soundwalls and/or landscaping, and/or agreed to grant real property interests to the City (“Improvements”), as required by City.

2.2 City and Developer are parties to a Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area (“Reimbursement Agreement”), which provides for City reimbursement to Developer of Excess Costs (as defined therein) of such Improvements, by way of fee credits, bond proceeds or cash received from other benefiting property owners.

2.3 City desires to take ownership of, and responsibility for, the Improvements constructed by Developer and more particularly described in Exhibit “A,” attached hereto and incorporated by this reference, and desires therefore to purchase the Improvements from Developer.

NOW, THEREFORE, in consideration of the preceding recitals and the covenants hereinafter contained, the parties agree as follows:

3. Terms

3.1 Purchase Price. The total purchase price for the improvements is Five Million Seven Hundred Forty-Five Thousand Forty-Two and 00/100ths Dollars (\$5,745,042.00) (“Purchase Price”), which represents those costs reasonably incurred by Developer in constructing the Improvements, as set forth in Exhibit “A,” Based on Engineer’s Estimates as set forth in Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding any other provision of this Agreement, Purchase Price shall be paid solely by Spring Lake Infrastructure Fee (“SLIF”) credits or cash from Spring Lake Infrastructure Fees (“SLIF”) collected, cash advanced by Spring Lake developers, or from the proceeds of bonds issued by a Community Facilities District. For Improvements consisting of items included in the Spring Lake Capital Improvement Program as backbone facilities and land dedicated for public improvements, reimbursement shall be made through fee credits, unless and until such time as the City has collected sufficient SLIF funding and/or cash advanced from developers, provided that if reimbursement is made through fee credits and the City subsequently collects SLIF funding or cash advances, Developer shall not be entitled to exchange the fee credits for cash.

3.2 Prevailing Wages. Developer 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. Since the Improvements (other than the Improvements consisting solely of dedication of land) are an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since such Improvements will cost more than \$1,000, Developer warrants that it has fully complied with such Prevailing Wage Laws, and caused its contractors and subcontractors to so comply, by paying the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction and installation of the Improvements. Developer 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 applicable Prevailing Wage Laws.

3.3 **Documentation of Costs.** Within forty-five (45) days of the completion of the Reimbursable Improvements and their formal acceptance by City, Developer shall provide City an itemized accounting of the reasonable and actual costs of the Reimbursable Improvements incurred by Developer, and bills and copies of canceled checks (showing the front and back) evidencing the costs incurred for the Reimbursable Improvements. Developer shall also provide City with any additional information as to any items shown on the itemized accounting as requested by City to substantiate the costs. Should Developer fail to provide all required documents to City within such 45-day period, City shall be relieved from its reimbursement obligations as described herein.

3.4 **Grant of Easements.** Developer hereby grants to City all necessary easements, rights of way and rights of access and egress in and to all real property now or hereafter acquired and owned by Developer, as may be necessary or convenient to enable City to maintain, repair and exercise all other necessary control over the Improvements. Developer covenants that it will execute, deliver and record any and all additional documents as may be required to be executed, delivered and recorded to establish such easements, rights of way and rights of access and egress.

3.5 **Title.** Upon the transfer of the Improvements to City in accordance with this Agreement, title to the Improvements shall be deemed conveyed to and vested in City. City and Developer shall execute, deliver and cause to be recorded any and all documents necessary to convey such title to City. Said documentation may include, without limitation, a bill of sale or grant deed.

3.6 **Documents.** Developer shall cause all plans, specifications, records, reports, as-built drawings, construction documents and any other written material regarding the location, construction, maintenance and operation of the Improvements to the City within fifteen (15) days of the Effective Date.

3.7 **State of Title to Improvements.** Developer shall transfer the Improvements to the City free of all liens or encumbrances of any kind of record or known to Developer. Developer agrees to hold City harmless in regard to any liens or encumbrances of any kind which are alleged to have existed or arisen prior to the conveyance of the Improvements to City. Developer shall reimburse City for any and all costs and expenses, including attorneys' fees, which City expends in payment of, or defense against, any such liens or encumbrances which may have existed prior to the conveyance of the Improvements to City.

3.8 **Notices.** Any notices or correspondence relating to this Agreement shall be sent to

the following addresses:

City: City of Woodland
Attn: Chief Financial Officer
With a Copy to: City Engineer
300 First Street
Woodland, CA 95695

Developer: Lennar Homes of California, LLC.
1025 Creekside Ridge, Suite 240
Roseville, CA 95678
Attn: Larry Gualco

3.9 Indemnification. Developer shall defend, indemnify, and hold harmless City, its officials, officers, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, including attorneys' fees, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the design, grading, construction or maintenance of the Infrastructure.

3.10 Authority to Execute. The signatories to this Agreement warrant that they are lawfully authorized to execute this Agreement.

3.11 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of both parties.

3.12 Attorneys' Fees. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement, the party prevailing in such action or proceeding shall be entitled to receive from the losing party attorneys' fees, expert witness' fees, court costs and other costs incurred in prosecuting or defending such action or proceeding.

3.13 Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of Yolo County, California.

3.14 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provisions contained in this Agreement.

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

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

CITY OF WOODLAND

By: _____
Ken Hiatt, City Manager

ATTEST:

Ana Gonzalez, City Clerk

Lennar Homes of California, LLC.

By: _____
Signature

Print Name

Title

By: _____
Signature

Print Name

Title

EXHIBIT A

IMPROVEMENTS TO BE ACQUIRED

SLIF REIMBURSEMENT SCHEDULE				
Item No.	ITEM DESCRIPTION	TOTAL ESTIMATED COST	FUND SOURCE	NOTES
1A-II	PHASE I – STREET WORK & CONCRETE	\$60,500.00	SLIF	SIDEWALK OVERSIZING
1B-I	PIONEER AVE - GRADING & EROSION CONTROL	\$252,637.00	SLIF	
1B-II	PIONEER AVE - STREET WORK & CONCRETE	\$1,909,090.00	SLIF	
1B-III	PIONEER AVE - STORM DRAINAGE	\$197,730.00	SLIF	
1B-IV	PIONEER AVE - WATER SYSTEM	\$263,225.00	SLIF	
1B-V	PIONEER AVE - SANITARY SEWER SYSTEM	\$15,000.00	SLIF	
1B-VI	PIONEER AVE - DRY UTILITIES	\$654,200.00	SLIF	
1B-VII	PIONEER AVE - LANDSCAPING	\$309,060.00	SLIF	
1B-VIII	PIONEER AVE - STREETLIGHTS	\$47,940.00	SLIF	BY CCO
1C-I	GIBSON/HLA/BOUNR - GRADING & EROSION CONTROL	\$300.00	SLIF	
1C-II	GIBSON/HLA/BOUNR - STREET WORK & CONCRETE	\$33,100.00	SLIF	SIDEWALK OVERSIZING
2A-II	PHASE II – STREET WORK & CONCRETE	\$31,300.00	SLIF	
2B-I	FCR - GRADING & EROSION CONTROL	\$10,273.00	SLIF	
2B-II	FCR - STREET WORK & CONCRETE	\$223,710.00	SLIF	
2B-V	FCR - DRY UTILITIES	\$104,000.00	SLIF	
2B-VI	FCR - LANDSCAPING	\$175,610.00	SLIF	
Sub-Total		\$4,287,675.00	SLIF	
3	10% CONTINGENCY	\$428,767.50	SLIF	
Construction Sub-Total		\$4,716,000.00	SLIF	
4	Soft Costs (estimated at 24%)	\$1,029,042.00	SLIF	Soft Costs include Engineering Design, Survey, Plan Check & Inspection, Construction Management, and Bidding expenses. All costs to be reimbursed at actual cost.
TOTAL		\$5,745,042.00		

EXHIBIT B

ENGINEER'S OPINION OF PROBABLE SLIF CONSTRUCTION COSTS

(Refer to the following pages)



CONSTRUCTION COSTS	TOTAL COST	SLIF COST	MPFP COST
PIONEER VILLAGE - PHASE 1			
1A. PHASE 1 INTRACTS (111 LOTS, OVERSIZED SIDEWALK ALONG HLA)	\$ 158,700	\$ 60,500	\$ -
1B. PIONEER AVE (N. PROJECT BDRY TO FCR)	\$ 3,648,882	\$ 3,648,882	\$ -
1C. GIBSON RD/HARRY LORENZO AVE INTERSECTION	\$ 1,142,200	\$ 33,400	\$ 1,108,800
10% CONSTRUCTION CONTINGENCY	\$ 494,978	\$ 374,278	\$ 110,880
PIONEER VILLAGE - PHASE 1 - SUBTOTALS	\$ 5,444,760	\$ 4,117,060	\$ 1,219,680
PIONEER VILLAGE - PHASE 2			
2A. PHASE 2 INTRACTS (120 LOTS, OVERSIZED SIDEWALK ALONG HLA)	\$ 85,300	\$ 31,300	\$ -
2B. FARMERS CENTRAL RD (PARTIAL IMPROVEMENTS)	\$ 1,095,899	\$ 513,593	\$ -
10% CONSTRUCTION CONTINGENCY	\$ 118,120	\$ 54,489	\$ -
PIONEER VILLAGE - PHASE 2 - SUBTOTALS	\$ 1,299,319	\$ 599,382	\$ -
PIONEER VILLAGE - CONSTRUCTION GRAND TOTAL	\$ 6,744,000	\$ 4,716,000	\$ 1,220,000
FEE CREDITS FOR BACKBONE CONSTRUCTION		SLIF	MPFP
PIONEER VILLAGE - PHASE 1			
24% SLSP SLIF SOFT COST FEE CREDITS		\$ 898,268	\$ -
12% MPFP SOFT COST FEE CREDITS		\$ -	\$ 133,056
PIONEER VILLAGE - PH 1 - SOFT COST FEE CREDITS SUBTOTALS		\$ 898,268	\$ 133,056
PIONEER VILLAGE - PHASE 2			
24% SLSP SLIF SOFT COST FEE CREDITS		\$ 130,774	\$ -
PIONEER VILLAGE - PH 2 - SOFT COST FEE CREDIT SUBTOTALS		\$ 130,774	\$ -
PIONEER VILLAGE - SOFT COST FEE CREDIT TOTAL		\$ 1,029,042	\$ 133,056
PIONEER VILLAGE - FEE CREDIT FOR BACKBONE CONSTRUCTION GRAND TOTAL		\$ 5,745,042	\$ 1,353,056

NOTES:

- 1** In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 2** This opinion of costs assumes that civil improvements are to be constructed in two (2) phases as grouped in the cost opinion. Cost savings could be realized if the project is built out in one single phase. Costs also assume competitive bidding.
- 3** This opinion of probable cost was based on 1A. Approved Pioneer Village Phase 1 Intract Plans dated 06/23/2021; 1B. Approved Pioneer Avenue Improvement Plans dated 06/23/2021 including Delta Revisions 1 and 2; 1C. Approved Gibson Road/Harry Lorenzo/Bourn Drive Intersection & Signal Improvement Plans dated 06/23/2021; 2A. Approved Pioneer Village Phase 2 Intract Plans dated 08/19/2021; and 2B. Approved Farmers Central Road Improvement Plans dated 08/19/2021.
- 4** A portion of the 10ft concrete path along the Harry Lorenzo Avenue frontage for Pioneer Village Intract Improvements Phase 1 & 2 is included in the SLIF cost portion of the path. That portion is sidewalk wider than the standard 5.5ft sidewalk for a collector street in the Spring Lake Specific Plan. Developer costs for the remaining items in the Pioneer Village Intract Improvements Phase 1 & 2 are not included.
- 5** Unit costs are based on Bid Prices from Marques General Engineering dated 08/06/21, 10/28/2021; Pacific Excavation dated 02/03/2022 and Black Rock Masonry dated 05/31/2022. Items with no Bid information are 2021 basis, except where otherwise noted.
- 6** This opinion of costs DOES NOT include costs for the following items:
 - a. Engineering, construction management and soils testing, except as noted.
 - b. Undergrounding or relocation of existing overhead utility lines (except as noted).
 - c. Permits or other City fees.
 - d. Any costs related to environmental assessment or the mitigation of any contamination, endangered species or archeological resources.
 - e. Costs for land, financing, bonds and easements.
 - f. On-site improvements including fencing, etc.
 - g. Utility runs from back of curb to buildings (incl. sewer, water, PG&E, etc.)
 - h. Costs associated with coordination with other contractors working within the Spring Lake area.
 - i. Front and side yard landscaping.
 - j. Construction/demo of temporary turnaround between intract Phase 1 and 2.
- 7** This opinion assumes payment of prevailing wage for off-site improvements (outside of intracts).
- 8** This opinion excludes construction staking.
- 9** Earthwork estimates are based on civil improvement plans and Civil 3D estimates.
- 10** Costs shown as "MPFP" refer to Major Projects Financing Plan improvements. This cost is reimbursable to Client and/or and will be creditable against Roadway Impact Fees.
- 11** 24% soft cost reimbursement for SLIF is estimated. Reimbursement for SLIF soft costs will be based on actual costs. Soft costs include Plan Check and Inspection, Engineering and Surveying, General Requirements, and Construction Management.
- 12** 12% soft cost reimbursement for MPFP is estimated. Reimbursement for MPFP soft costs will be based on actual costs. Soft costs include Plan Check and Inspection, Engineering and Surveying, General Requirements, and Construction Management.



PIONEER VILLAGE REIMBURSEMENT AGREEMENT COST SUMMARY

PROJECT: PIONEER VILLAGE - PHASES 1 AND 2

PREPARED BY: CUNNINGHAM ENGINEERING

DATE: 12/02/2022

(111 lots; includes Lot A and B pedestrian/bike path; Lot C greenbelt; Harry Lorenzo Avenue path and parkway strip improvements north of phase line; neighborhood entry at Harry Lorenzo Avenue and Pioneer Avenue; grading and erosion control for interim development of Phase 3)

1A. PHASE 1 INTRACT IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	NON-SLIF DEVELOPER COST
I.	<u>GRADING & EROSION CONTROL</u>						
	1. CLEAR & GRUB (incl. Phase 3)	32	AC		\$0	\$0	\$0
	2. ROUGH GRADING (import-incl. Phase 3)	31,675	CY		\$0	\$0	\$0
	3. ROUGH GRADING (moving around site-incl. Phase 3)	35,500	CY		\$0	\$0	\$0
	4. PAD FINISHED GRADING	111	EA		\$0	\$0	\$0
	5. ROAD-FINISH GRADING, CMPT. SUB-GRADE	243,325	SF		\$0	\$0	\$0
	6. SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	56,066	SF		\$0	\$0	\$0
	7. EROSION CONTROL (incl. Phase 3)	32	AC		\$0	\$0	\$0
	GRADING & EROSION CONTROL SUB-TOTAL				\$0	\$0	\$0
II.	<u>STREET WORK & CONCRETE</u>						
	8. 4" AC PAVEMENT	169,492	SF		\$0	\$0	\$0
	9. 12" AGGREGATE BASE (Road/Curb/Gutter)	193,365	SF		\$0	\$0	\$0
	10. 5" AC PAVEMENT	43,867	SF		\$0	\$0	\$0
	11. 18" AGGREGATE BASE (Road/Curb/Gutter)	49,960	SF		\$0	\$0	\$0
	12. 4" PCC SIDEWALK (incl. 4" AB)	56,066	SF		\$0	\$0	\$0
	13. 2" GRIND AND OVERLAY	264	SF		\$0	\$0	\$0
	14. BOLLARDS (fixed)	8	EA		\$0	\$0	\$0
	15. BOLLARDS (removable)	4	EA		\$0	\$0	\$0
	16. 4" MODIFIED CURB	75	LF		\$0	\$0	\$0
	17. 6" MODIFIED CURB	331	LF		\$0	\$0	\$0
	18. MEDIAN CURB	369	LF		\$0	\$0	\$0
	19. EXPOSED AGGREGATE CONCRETE	2,655	SF		\$0	\$0	\$0
	20. STAMPED CONCRETE/ENHANCED CROSSWALK	5,870	SF		\$0	\$0	\$0
	21. CMU RETAINING WALL	1,382	LF		\$0	\$0	\$0
	22. SURVEY MONUMENTS	14	EA		\$0	\$0	\$0
	23. SIGNAGE AND STRIPING	1	LS		\$0	\$0	\$0
	24. CURB & GUTTER	12,000	LF		\$0	\$0	\$0
	25. DRIVEWAYS	111	EA		\$0	\$0	\$0
	26. ROAD AND SIDEWALK BARRICADES	376	LF		\$0	\$0	\$0
	27. 10' CONCRETE PATH (Lot C & HLA)	14,424	SF	\$11.00	\$158,664	\$60,500	\$98,164
	28. BIKE/PED PATH ENTRANCE	4	EA		\$0	\$0	\$0
	29. ENHANCED WOOD FENCE (HLA)	804	LF		\$0	\$0	\$0
	30. MAIL BOX PAD	8	EA		\$0	\$0	\$0
	31. PEDESTRIAN RAMPS (incl. detectable warnings)	51	EA		\$0	\$0	\$0
	STREET WORK & CONCRETE SUB-TOTAL				\$158,664	\$60,500	\$98,164
III.	<u>STORM DRAINAGE</u>						
	32. 18" RCP STORM DRAIN	2,424	LF		\$0	\$0	\$0
	33. 24" RCP STORM DRAIN	941	LF		\$0	\$0	\$0
	34. 30" RCP STORM DRAIN	1,178	LF		\$0	\$0	\$0
	35. 36" RCP STORM DRAIN	172	LF		\$0	\$0	\$0
	36. CAP END	4	EA		\$0	\$0	\$0
	37. TYPE I SD MANHOLE (36" pipe max.)	10	EA		\$0	\$0	\$0
	38. CURB INLET	20	EA		\$0	\$0	\$0
	39. CURB INLET MANHOLE (TYPE I MH BASE)	20	EA		\$0	\$0	\$0
	40. SEDIMENTATION BASIN	1	EA		\$0	\$0	\$0
	41. CONNECT TO EXISTING	2	EA		\$0	\$0	\$0
	STORM DRAINAGE SUB-TOTAL				\$0	\$0	\$0
IV.	<u>SEWER SYSTEM</u>						
	41. 8" SDR-35 PVC	5,550	LF		\$0	\$0	\$0
	42. 48" SEWER MANHOLE	24	EA		\$0	\$0	\$0
	43. 4" SEWER SERVICE	111	EA		\$0	\$0	\$0
	44. CONNECT TO EXISTING	1	EA		\$0	\$0	\$0
	SEWER SYSTEM SUB-TOTAL				\$0	\$0	\$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	NON-SLIF DEVELOPER COST
V.	<u>WATER SYSTEM</u>						
	45. 8" WATER MAIN (incl. fittings)	5,837	LF		\$0	\$0	\$0
	46. 12" WATER MAIN (incl. fittings)	1,216	LF		\$0	\$0	\$0
	47. 12" VALVE	4	EA		\$0	\$0	\$0
	48. 8" VALVE	34	EA		\$0	\$0	\$0
	49. 1.5" WATER SERVICE	111	EA		\$0	\$0	\$0
	50. FIRE HYDRANT AND ASSEMBLY	25	EA		\$0	\$0	\$0
	51. CONNECT TO EXISTING	4	EA		\$0	\$0	\$0
	52. 4" SCHEDULE 40 IRRIGATION SLEEVES	1,780	LF		\$0	\$0	\$0
	53. 8" BLOW OFF VALVE	6	EA		\$0	\$0	\$0
	WATER SYSTEM SUB-TOTAL				\$0	\$0	\$0
VI.	<u>STREETLIGHTS</u>						
	54. BOLLARD LIGHTS	4	EA		\$0	\$0	\$0
	55. STREET LIGHTS (15' SINGLE-Including wire, poles, pedestals)	49	EA		\$0	\$0	\$0
	STREETLIGHTS SUB-TOTAL				\$0	\$0	\$0
VII.	<u>JOINT TRENCH</u>						
	56. JOINT TRENCH (incl. services stubbed to each lot)	111	EA		\$0	\$0	\$0
	JOINT TRENCH SUB-TOTAL				\$0	\$0	\$0
	<u>SUMMARY</u>						
I.	GRADING & EROSION CONTROL				\$0	\$0	\$0
II.	STREET WORK & CONCRETE				\$158,664	\$60,500	\$98,164
III.	STORM DRAINAGE				\$0	\$0	\$0
IV.	SEWER SYSTEM				\$0	\$0	\$0
V.	WATER SYSTEM				\$0	\$0	\$0
VI.	STREETLIGHTS				\$0	\$0	\$0
VII.	JOINT TRENCH				\$0	\$0	\$0
	SUB-TOTAL:				\$158,700	\$60,500	\$98,200
	10% CONSTRUCTION CONTINGENCY:				\$15,870	\$6,050	\$9,820
	TOTAL PHASE 1 INTRACTS COST :				\$174,600	\$66,600	\$108,000



PIONEER VILLAGE REIMBURSEMENT AGREEMENT COST SUMMARY
PROJECT: PIONEER VILLAGE - PHASES 1 AND 2
PREPARED BY: CUNNINGHAM ENGINEERING
DATE: 12/02/2022

1B. PIONEER AVENUE IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	NON-SLIF DEVELOPER COST
I.	<u>GRADING & EROSION CONTROL</u>						
1.	CLEAR & GRUB	2.3	AC	\$500.00	\$1,150.00	\$1,150.00	\$0.00
2.	EXCAVATION TO SUBGRADE	4,500	CY	\$15.00	\$67,500.00	\$67,500.00	\$0.00
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	54,426	SF	\$1.25	\$68,032.50	\$68,032.50	\$0.00
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	18,739	SF	\$0.75	\$14,054.25	\$14,054.25	\$0.00
5.	EROSION CONTROL	2.3	AC	\$3,000.00	\$6,900.00	\$6,900.00	\$0.00
6.	TRAFFIC CONTROL	1.00	LS	\$95,000.00	\$95,000.00	\$95,000.00	\$0.00
	GRADING & EROSION CONTROL SUB-TOTAL				\$252,636.75	\$252,636.75	\$0.00
II.	<u>STREET WORK & CONCRETE</u>						
7.	7" AC PAVEMENT	49,420	SF	\$5.75	\$284,165.00	\$284,165.00	\$0.00
8.	26" AGGREGATE BASE (Road/Curb/Curb&Gutter)	54,426	SF	\$6.75	\$367,375.50	\$367,375.50	\$0.00
9.	2" GRIND AND OVERLAY	100,090	SF	\$2.50	\$250,225.00	\$250,225.00	\$0.00
10.	REINFORCED CONCRETE PATH (10ft)	18,739	SF	\$11.00	\$206,129.00	\$206,129.00	\$0.00
11.	4" AGGREGATE BASE (10ft path)	18,739	SF	\$1.75	\$32,793.25	\$32,793.25	\$0.00
12.	SIGNAGE AND STRIPING	1	LS	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00
13.	CURB & GUTTER	1,410	LF	\$30.00	\$42,300.00	\$42,300.00	\$0.00
14.	MEDIAN CURB	2,210	LF	\$35.00	\$77,350.00	\$77,350.00	\$0.00
15.	REINFORCED CURB (Bus Turnout)	0	LF	\$40.00	\$0.00	\$0.00	\$0.00
16.	8" REINFORCED CONCRETE (Bus Turnout)	0	SF	\$20.00	\$0.00	\$0.00	\$0.00
17.	STAMPED CONCRETE/ENHANCED CROSSWALK	2,415	SF	\$30.00	\$72,450.00	\$72,450.00	\$0.00
18.	STAMPED CONCRETE (Median)	3,535	SF	\$25.00	\$88,375.00	\$88,375.00	\$0.00
19.	SURVEY MONUMENTS	1	EA	\$995.00	\$995.00	\$995.00	\$0.00
20.	PEDESTRIAN RAMPS (incl. detectable warnings)	2	EA	\$1,950.00	\$3,900.00	\$3,900.00	\$0.00
21.	DETECTABLE WARNING REPLACEMENT	1	EA	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00
22.	PROTO II WALL-Phase 1 (Including CMU Retain & Pilasters)	569	LF	\$247.06	\$140,577.14	\$140,577.14	\$0.00
23.	PROTO II WALL-Phase 1 (Including CMU Retain & Pilasters)	785	LF	\$278.51	\$218,630.35	\$218,630.35	\$0.00
24.	BARRICADES	100	LF	\$50.00	\$5,000.00	\$5,000.00	\$0.00
25.	REMOVE EXISTING PAVEMENT (AC, Median)	18,685	SF	\$3.00	\$56,055.00	\$56,055.00	\$0.00
26.	REMOVE EXISTING DELINEATORS	820	LF	\$0.25	\$205.00	\$205.00	\$0.00
27.	SAWCUT EXISTING (AC, Curb, Sidewalk)	2,105	LF	\$3.00	\$6,315.00	\$6,315.00	\$0.00
	STREET WORK & CONCRETE SUB-TOTAL				\$1,909,090.24	\$1,909,090.24	\$0.00
III.	<u>STORM DRAINAGE</u>						
28.	24" RCP STORM DRAIN	71	LF	\$395.00	\$28,045.00	\$28,045.00	\$0.00
29.	36" RCP STORM DRAIN	133	LF	\$495.00	\$65,835.00	\$65,835.00	\$0.00
30.	42" RCP STORM DRAIN	0	LF	\$595.00	\$0.00	\$0.00	\$0.00
31.	STORM DRAIN MANHOLE TYPE II	2	LF	\$19,500.00	\$39,000.00	\$39,000.00	\$0.00
32.	CURB INLET MANHOLE (Type I MH base)	3	EA	\$13,500.00	\$40,500.00	\$40,500.00	\$0.00
33.	CURB INLET - INSTALL F&G ON EX STRUCTURE	2	EA	\$5,000.00	\$10,000.00	\$10,000.00	\$0.00
34.	CAP END	1	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
35.	ABANDON EX SD STUB & FILL W/ SLURRY	1	EA	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
36.	REMOVE EXISTING STORM DRAIN PIPE - 36"	90	LF	\$50.00	\$4,500.00	\$4,500.00	\$0.00
37.	CONNECT TO EXISTING SD	3	EA	\$1,950.00	\$5,850.00	\$5,850.00	\$0.00
	STORM DRAINAGE SUB-TOTAL				\$197,730.00	\$197,730.00	\$0.00

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	NON-SLIF DEVELOPER COST
IV.	<u>WATER SYSTEM</u>						
38.	4" RECLAIMED WATER MAIN	495	LF	\$245.00	\$121,275.00	\$121,275.00	\$0.00
39.	4" VALVE	2	EA	\$2,950.00	\$5,900.00	\$5,900.00	\$0.00
40.	CAP END	4	EA	\$250.00	\$1,000.00	\$1,000.00	\$0.00
41.	2" WATER BLOW OFF	1	EA	\$8,500.00	\$8,500.00	\$8,500.00	\$0.00
42.	IRRIGATION POC	1	EA	\$5,500.00	\$5,500.00	\$5,500.00	\$0.00
43.	4" IRRIGATION SLEEVES	360	LF	\$30.00	\$10,800.00	\$10,800.00	\$0.00
44.	6" IRRIGATION SLEEVES	175	LF	\$30.00	\$5,250.00	\$5,250.00	\$0.00
45.	CONNECT TO EXISTING	2	EA	\$7,500.00	\$15,000.00	\$15,000.00	\$0.00
46.	FIRE HYDRANT AND ASSEMBLY	2	EA	\$25,000.00	\$50,000.00	\$50,000.00	\$0.00
47.	REMOVE AND ABANDON EXISTING WATER SERVICE - 8"	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$0.00
	WATER SYSTEM SUB-TOTAL				\$263,225.00	\$263,225.00	\$0.00
V.	<u>SANITARY SEWER SYSTEM</u>						
48.	REMOVE AND ABANDON EXISTING SEWER SERVICE - 8"	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
	SANITARY SEWER SUB-TOTAL				\$15,000.00	\$15,000.00	\$0.00
VI.	<u>DRY UTILITIES</u>						
49.	BROADBAND CONDUIT & PULLBOXES - (2) 4" CONDUITS	1,865	LF	\$80.00	\$149,200.00	\$149,200.00	\$0.00
50.	SIGNAL INTERCONNECT	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
51.	COMPLETE PIONEER/PATRIOT SIGNALS	1	LS	\$195,000.00	\$195,000.00	\$195,000.00	\$0.00
52.	COMPLETE PIONEER/FCR SIGNALS	1	LS	\$295,000.00	\$295,000.00	\$295,000.00	\$0.00
	DRY UTILITIES SUB-TOTAL				\$654,200.00	\$654,200.00	\$0.00
VII.	<u>LANDSCAPING</u>						
53.	PLANTING, IRRIGATION & AMENITIES	36,360	SF	\$8.50	\$309,060.00	\$309,060.00	\$0.00
	LANDSCAPING SUB-TOTAL				\$309,060.00	\$309,060.00	\$0.00
VIII.	<u>CHANGE ORDERS</u>						
54.	NEW SINGLE STREETLIGHT	4	EACH	\$11,985.00	\$47,940.00	\$47,940.00	\$0.00
	CHANGE ORDERS SUB-TOTAL				\$47,940.00	\$47,940.00	\$0.00
	SUMMARY						
	I. GRADING & EROSION CONTROL				\$252,636.75	\$252,636.75	\$0.00
	II. STREET WORK & CONCRETE				\$1,909,090.24	\$1,909,090.24	\$0.00
	III. STORM DRAINAGE				\$197,730.00	\$197,730.00	\$0.00
	IV. WATER SYSTEM				\$263,225.00	\$263,225.00	\$0.00
	V. SANITARY SEWER SYSTEM				\$15,000.00	\$15,000.00	\$0.00
	VI. DRY UTILITIES				\$654,200.00	\$654,200.00	\$0.00
	VII. LANDSCAPING				\$309,060.00	\$309,060.00	\$0.00
	VIII. CHANGE ORDERS				\$47,940.00	\$47,940.00	\$0.00
	SUB-TOTAL:				\$3,648,881.99	\$3,648,881.99	\$0.00
	10% CONTINGENCY:				\$364,888.20	\$364,888.20	\$0.00
	TOTAL PIONEER AVENUE COST:				\$4,013,770.19	\$4,013,770.19	\$0.00



PIONEER VILLAGE REIMBURSEMENT AGREEMENT COST SUMMARY
PROJECT: PIONEER VILLAGE - PHASES 1 AND 2
PREPARED BY: CUNNINGHAM ENGINEERING
DATE: 12/02/2022

1C. GIBSON ROAD/HARRY LORENZO AVENUE/BOURN DRIVE INTERSECTION & SIGNAL IMPROVEMENTS

ITEM	DESCRIPTION	TOTAL QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	MPFP COST
I. GRADING & EROSION CONTROL							
1.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	1,875	SF	\$10.00	\$18,750.00	\$0.00	\$18,750.00
2.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	1,581	SF	\$1.00	\$1,581.00	\$331.00	\$1,250.00
3.	EROSION CONTROL	1.8	AC	\$3,000.00	\$5,400.00	\$0.00	\$5,400.00
4.	TRAFFIC CONTROL	1	LS	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
GRADING & EROSION CONTROL SUB-TOTAL:					\$75,731.00	\$331.00	\$75,400.00
II. STREET WORK & CONCRETE							
5.	9" AC PAVEMENT	1,200	SF	\$12.00	\$14,400.00	\$0.00	\$14,400.00
6.	11.5" AGGREGATE BASE (Road/Curb/Curb&Gutter)	1,200	SF	\$12.00	\$14,400.00	\$0.00	\$14,400.00
7.	5" AC PAVEMENT	675	SF	\$5.15	\$3,476.25	\$0.00	\$3,476.25
8.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	675	SF	\$6.00	\$4,050.00	\$0.00	\$4,050.00
9.	2" AC GRIND AND OVERLAY	8,140	SF	\$2.50	\$20,350.00	\$0.00	\$20,350.00
10.	MICROSURFACING	68,669	SF	\$1.00	\$68,669.00	\$0.00	\$68,669.00
11.	REINFORCED CONCRETE PATH	1,581	SF	\$11.00	\$17,391.00	\$3,641.00	\$13,750.00
12.	4" AGGREGATE BASE (Path)	1,581	SF	\$1.75	\$2,766.75	\$579.25	\$2,187.50
13.	CURB & GUTTER	194	LF	\$30.00	\$5,820.00	\$1,290.00	\$4,530.00
14.	MEDIAN CURB	827	LF	\$35.00	\$28,945.00	\$0.00	\$28,945.00
15.	MEDIAN CONCRETE	3,007	SF	\$25.00	\$75,175.00	\$0.00	\$75,175.00
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	6	EA	\$1,950.00	\$11,700.00	\$3,900.00	\$7,800.00
17.	SIGNAGE AND STRIPING	1	LS	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
18.	LANDSCAPING (Restoration)	896	SF	\$50.00	\$44,800.00	\$21,300.00	\$23,500.00
19.	TREE REMOVAL	2	EA	\$7,500.00	\$15,000.00	\$0.00	\$15,000.00
20.	RELOCATE BLOCK WALL	30	LF	\$100.00	\$3,000.00	\$0.00	\$3,000.00
21.	SAWCUT	844	LF	\$5.00	\$4,220.00	\$455.00	\$3,765.00
22.	REMOVE EX PAVEMENT	1,688	SF	\$3.00	\$5,064.00	\$546.00	\$4,518.00
23.	REMOVE EX MEDIAN CONCRETE	1,800	SF	\$3.00	\$5,400.00	\$0.00	\$5,400.00
24.	REMOVE EX MEDIAN FILL	8,113	SF	\$6.00	\$48,678.00	\$0.00	\$48,678.00
25.	REMOVE EX MEDIAN CURB (STANDARD)	346	LF	\$10.00	\$3,460.00	\$0.00	\$3,460.00
26.	REMOVE EX MEDIAN CURB (OTHER)	676	LF	\$10.00	\$6,760.00	\$0.00	\$6,760.00
27.	REMOVE EX PAVEMENT/ SIDEWALK	2,646	SF	\$3.00	\$7,938.00	\$1,371.00	\$6,567.00
28.	REMOVE EX PEDESTRIAN BARRICADES	2	EA	\$250.00	\$500.00	\$0.00	\$500.00
29.	ADJUST EXISTING STRUCTURES TO GRADE	9	EA	\$3,500.00	\$31,500.00	\$0.00	\$31,500.00
STREET WORK & CONCRETE SUB-TOTAL:					\$468,463.00	\$33,082.25	\$435,380.75
III. DRY UTILITIES							
30.	TRAFFIC SIGNAL	1	LS	\$565,000.00	\$565,000.00	\$0.00	\$565,000.00
31.	NEW DUAL STREETLIGHT	2	EA	\$15,000.00	\$30,000.00	\$0.00	\$30,000.00
32.	REMOVE STREETLIGHT	2	EA	\$1,500.00	\$3,000.00	\$0.00	\$3,000.00
DRY UTILITIES SUB-TOTAL:					\$598,000.00	\$0.00	\$598,000.00
SUMMARY							
I. GRADING & EROSION CONTROL					\$75,731.00	\$331.00	\$75,400.00
II. STREET WORK & CONCRETE					\$468,463.00	\$33,082.25	\$435,380.75
III. DRY UTILITIES					\$598,000.00	\$0.00	\$598,000.00
SUB-TOTAL:					\$1,142,200.00	\$33,400.00	\$1,108,800.00
10% CONTINGENCY:					\$114,200.00	\$3,300.00	\$110,900.00
TOTAL GIBSON RD/HARRY LORENZO AVE/BOURN DR INTERSECTION & SIGNAL IMPROVEMENTS COST:					\$1,256,400.00	\$36,700.00	\$1,219,700.00



PIONEER VILLAGE REIMBURSEMENT AGREEMENT COST SUMMARY

PROJECT: PIONEER VILLAGE - PHASES 1 AND 2

PREPARED BY: CUNNINGHAM ENGINEERING

DATE: 12/02/2022

(120 lots; includes Lot D and E pedestrian/bike path; Lot F greenbelt; Harry Lorenzo Avenue path and parkway strip improvements south of phase line)

2A. PHASE 2 INTRACT IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	NON-SLIF DEVELOPER COST
I.	<u>GRADING & EROSION CONTROL</u>						
	1. CLEAR & GRUB	19	AC		\$0	\$0	\$0
	2. ROUGH GRADING (import)	17,800	CY		\$0	\$0	\$0
	3. ROUGH GRADING (moving around site)	23,300	CY		\$0	\$0	\$0
	4. PAD FINISHED GRADING	120	EA		\$0	\$0	\$0
	5. ROAD-FINISH GRADING, CMPT. SUB-GRADE	131,465	SF		\$0	\$0	\$0
	6. SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	35,261	SF		\$0	\$0	\$0
	7. EROSION CONTROL	19	AC		\$0	\$0	\$0
	GRADING & EROSION CONTROL SUB-TOTAL				\$0	\$0	\$0
II.	<u>STREET WORK & CONCRETE</u>						
	8. 4" AC PAVEMENT	113,604	SF		\$0	\$0	\$0
	9. 12" AGGREGATE BASE (Road/Curb/Gutter)	131,465	SF		\$0	\$0	\$0
	10. 4" PCC SIDEWALK (incl. 4" AB)	30,351	SF		\$0	\$0	\$0
	11. 2" GRIND AND OVERLAY	726	SF		\$0	\$0	\$0
	12. BOLLARDS (fixed)	6	EA		\$0	\$0	\$0
	13. BOLLARDS (removable)	3	EA		\$0	\$0	\$0
	14. SPEED CUSHION	3	EA		\$0	\$0	\$0
	15. 4" MODIFIED CURB	75	LF		\$0	\$0	\$0
	16. MEDIAN CURB	44	LF		\$0	\$0	\$0
	17. EXPOSED AGGREGATE CONCRETE	576	SF		\$0	\$0	\$0
	18. STAMPED CONCRETE/ENHANCED CROSSWALK	1,243	SF		\$0	\$0	\$0
	19. RETAINING WALL	189	LF		\$0	\$0	\$0
	20. SURVEY MONUMENTS	8	EA		\$0	\$0	\$0
	21. SIGNAGE AND STRIPING	1	LS		\$0	\$0	\$0
	22. CURB & GUTTER	7,029	LF		\$0	\$0	\$0
	23. DRIVEWAYS	120	EA		\$0	\$0	\$0
	24. ROAD AND SIDEWALK BARRICADES	92	LF		\$0	\$0	\$0
	25. 10' CONCRETE PATH (Lot F & HLA)	7,756	SF	\$11.00	\$85,316	\$31,306	\$54,010
	26. BIKE/PED PATH ENTRANCE	3	EA		\$0	\$0	\$0
	27. CMU BLOCK WALL	84	LF		\$0	\$0	\$0
	28. ENHANCED WOOD FENCE (HLA)	402	LF		\$0	\$0	\$0
	29. MAIL BOX PAD	7	EA		\$0	\$0	\$0
	30. PEDESTRIAN RAMPS (incl. detectable warnings)	17	EA		\$0	\$0	\$0
	STREET WORK & CONCRETE SUB-TOTAL				\$85,316	\$31,306	\$54,010
III.	<u>STORM DRAINAGE</u>						
	31. 18" RCP STORM DRAIN	1,331	LF		\$0	\$0	\$0
	32. 24" RCP STORM DRAIN	580	LF		\$0	\$0	\$0
	33. 30" RCP STORM DRAIN	537	LF		\$0	\$0	\$0
	34. TYPE I SD MANHOLE (36" pipe max.)	3	EA		\$0	\$0	\$0
	35. CURB INLET	11	EA		\$0	\$0	\$0
	36. CURB INLET MANHOLE (TYPE 1 MH BASE)	10	EA		\$0	\$0	\$0
	37. CONNECT TO EXISTING	4	EA		\$0	\$0	\$0
	STORM DRAINAGE SUB-TOTAL				\$0	\$0	\$0
IV.	<u>SEWER SYSTEM</u>						
	38. 8" SDR-35 PVC	3,232	LF		\$0	\$0	\$0
	39. 48" SEWER MANHOLE	11	EA		\$0	\$0	\$0
	40. 4" SEWER SERVICE	120	EA		\$0	\$0	\$0
	41. CONNECT TO EXISTING	1	EA		\$0	\$0	\$0
	SEWER SYSTEM SUB-TOTAL				\$0	\$0	\$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	NON-SLIF DEVELOPER COST
V.	<u>WATER SYSTEM</u>						
	42. 8" WATER MAIN (incl. fittings)	3,790	LF		\$0	\$0	\$0
	43. 8" VALVE	15	EA		\$0	\$0	\$0
	44. 1.5" WATER SERVICE (excl. meter)	120	EA		\$0	\$0	\$0
	45. FIRE HYDRANT AND ASSEMBLY	14	EA		\$0	\$0	\$0
	46. CONNECT TO EXISTING	7	EA		\$0	\$0	\$0
	47. 4" SCHEDULE 40 IRRIGATION SLEEVES	1,627	LF		\$0	\$0	\$0
	WATER SYSTEM SUB-TOTAL				\$0	\$0	\$0
VI.	<u>STREETLIGHTS</u>						
	48. BOLLARD LIGHTS	3	EA		\$0	\$0	\$0
	49. STREET LIGHTS (15' SINGLE-Including wire, poles, pedestals)	27	EA		\$0	\$0	\$0
	STREETLIGHTS SUB-TOTAL				\$0	\$0	\$0
VII.	<u>JOINT TRENCH</u>						
	50. JOINT TRENCH (incl. services stubbed to each lot)	120	EA		\$0	\$0	\$0
	JOINT TRENCH SUB-TOTAL				\$0	\$0	\$0
	<u>SUMMARY</u>						
I.	GRADING & EROSION CONTROL				\$0	\$0	\$0
II.	STREET WORK & CONCRETE				\$85,316	\$31,306	\$54,010
III.	STORM DRAINAGE				\$0	\$0	\$0
IV.	SEWER SYSTEM				\$0	\$0	\$0
V.	WATER SYSTEM				\$0	\$0	\$0
VI.	STREETLIGHTS				\$0	\$0	\$0
VII.	JOINT TRENCH				\$0	\$0	\$0
	SUB-TOTAL:				\$85,300	\$31,300	\$54,000
	10% CONSTRUCTION CONTINGENCY:				\$8,530	\$3,130	\$5,400
	TOTAL PHASE 2 INTRACTS COST :				\$93,800	\$34,400	\$59,400



PIONEER VILLAGE REIMBURSEMENT AGREEMENT COST SUMMARY
PROJECT: PIONEER VILLAGE - PHASES 1 AND 2
PREPARED BY: CUNNINGHAM ENGINEERING
DATE: 12/02/2022

2B. FARMERS CENTRAL ROAD IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	NON-SLIF DEVELOPER COST
I.	<u>GRADING & EROSION CONTROL</u>						
1.	CLEAR & GRUB	1.30	AC	\$500.00	\$650.00	\$520.00	\$130.00
2.	EXCAVATION TO SUBGRADE	705	CY	\$20.00	\$14,100.00	\$1,300.00	\$12,800.00
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	10,089	SF	\$2.25	\$22,700.25	\$0.00	\$22,700.25
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	11,852	SF	\$1.00	\$11,852.00	\$5,333.40	\$6,518.60
5.	EROSION CONTROL	1.30	AC	\$3,000.00	\$3,900.00	\$3,120.00	\$780.00
6.	TRAFFIC CONTROL	1.00	LS	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
	GRADING & EROSION CONTROL SUB-TOTAL				\$103,202.25	\$10,273.40	\$92,928.85
II.	<u>STREET WORK & CONCRETE</u>						
7.	5" AC PAVEMENT	9,258	SF	\$5.15	\$47,678.70	\$0.00	\$47,678.70
8.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	10,089	SF	\$6.00	\$60,534.00	\$0.00	\$60,534.00
9.	2" GRIND AND OVERLAY	12,771	SF	\$2.50	\$31,927.50	\$0.00	\$31,927.50
10.	MICROSURFACING	21,750	SF	\$1.00	\$21,750.00	\$0.00	\$21,750.00
11.	REINFORCED CONCRETE PATH (10ft)	11,852	SF	\$11.00	\$130,372.00	\$58,667.40	\$71,704.60
12.	4" AGGREGATE BASE (10ft path)	11,852	SF	\$1.75	\$20,741.00	\$9,333.45	\$11,407.55
13.	SIGNAGE AND STRIPING	1	LS	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00
14.	CURB & GUTTER	1,170	LF	\$30.00	\$35,100.00	\$0.00	\$35,100.00
15.	MEDIAN CURB	183	LF	\$35.00	\$6,405.00	\$6,405.00	\$0.00
16.	STAMPED CONCRETE/ENHANCED CROSSWALK	945	SF	\$30.00	\$28,350.00	\$0.00	\$28,350.00
17.	STAMPED CONCRETE (Median)	242	SF	\$25.00	\$6,050.00	\$6,050.00	\$0.00
18.	PEDESTRIAN RAMPS (incl. detectable warnings)	5	EA	\$1,950.00	\$9,750.00	\$0.00	\$9,750.00
19.	DETECTABLE WARNING STRIP (mid-block crossing)	3	EA	\$1,950.00	\$5,850.00	\$5,850.00	\$0.00
20.	ENHANCED WOOD FENCE	1,136	LF	\$95.00	\$107,920.00	\$107,920.00	\$0.00
21.	CMU RETAINING WALL	159	LF	\$185.43	\$29,483.37	\$29,483.37	\$0.00
22.	REMOVE EXISTING AC	3,410	SF	\$3.00	\$10,230.00	\$0.00	\$10,230.00
23.	SAWCUT EXISTING (AC and Curb)	1,260	LF	\$5.25	\$6,615.00	\$0.00	\$6,615.00
	STREET WORK & CONCRETE SUB-TOTAL				\$598,756.57	\$223,709.22	\$375,047.35
III.	<u>STORM DRAINAGE</u>						
24.	CURB INLET - INSTALL F&G ON EX STRUCTURE	3	EA	\$5,000.00	\$15,000.00	\$0.00	\$15,000.00
	STORM DRAINAGE SUB-TOTAL				\$15,000.00	\$0.00	\$15,000.00
IV.	<u>WATER SYSTEM</u>						
25.	EXISTING 30" WATERMAIN PROTECTION (TBD)	1,300	LF	\$10.00	\$13,000.00	\$0.00	\$13,000.00
26.	4" IRRIGATION SLEEVES	288	LF	\$30.00	\$8,640.00	\$0.00	\$8,640.00
27.	6" IRRIGATION SLEEVES	68	LF	\$30.00	\$2,040.00	\$0.00	\$2,040.00
	WATER SYSTEM SUB-TOTAL				\$23,680.00	\$0.00	\$23,680.00
V.	<u>DRY UTILITIES</u>						
28.	BROADBAND CONDUIT & PULL (2) 4" CONDUITS	1,300	LF	\$80.00	\$104,000.00	\$104,000.00	\$0.00
	DRY UTILITIES SUB-TOTAL				\$104,000.00	\$104,000.00	\$0.00
VI.	<u>LANDSCAPING</u>						
29.	PLANTING, IRRIGATION & AMENITIES	29,560	SF	\$8.50	\$251,260.00	\$175,610.00	\$75,650.00
	LANDSCAPING SUB-TOTAL				\$251,260.00	\$175,610.00	\$75,650.00
	SUMMARY				TOTAL COST	SLIF COST	NON-SLIF DEVELOPER COST
	I. GRADING & EROSION CONTROL				\$103,202.25	\$10,273.40	\$92,928.85
	II. STREET WORK & CONCRETE				\$598,756.57	\$223,709.22	\$375,047.35
	III. STORM DRAINAGE				\$15,000.00	\$0.00	\$15,000.00
	IV. WATER SYSTEM				\$23,680.00	\$0.00	\$23,680.00
	V. DRY UTILITIES				\$104,000.00	\$104,000.00	\$0.00
	VI. LANDSCAPING				\$251,260.00	\$175,610.00	\$75,650.00
	SUB-TOTAL:				\$1,095,898.82	\$513,592.62	\$582,306.20
	10% CONTINGENCY:				\$109,589.88	\$51,359.26	\$58,230.62
	TOTAL FARMERS CENTRAL ROAD COST:				\$1,205,488.70	\$564,951.88	\$640,536.82

**SUPPLEMENTAL IMPROVEMENTS
REIMBURSEMENT AGREEMENT**
(PIONEER VILLAGE – GIBSON RD./HARRY LORENZO AVE. INTERSECTION)

This Supplemental Improvements Reimbursement Agreement ("Agreement") is made this _____ day of _____, 2022, by and between the City of Woodland, California ("City"), and Lennar Homes of California, LLC ("Developer" or "Contractor"). City and Developer are collectively referred to as "Parties."

RECITALS

A. Developer has entered into a development agreement and related agreements with the City allowing Developer to construct a project known as Subdivision No. 5162, Pioneer Village, (the "Project"); and

B. As a condition of developing the Project, City required that Developer install certain public improvements which benefit both the Project and others; and

C. City and Developer wish to enter into this Agreement to provide for the reimbursement by City of Developer's costs of completing the improvements described herein, to the extent such costs exceed Developer's proportionate share of the costs of the improvements as determined by the benefit to Developer of the improvements.

NOW, THEREFORE, the Parties mutually agree as follows:

1. The public improvements subject to this Agreement are shown on Exhibit "A" and are identified as "the Reimbursable Improvements" and "Work". Developer certifies that the Reimbursable Improvements will be fully constructed, installed and paid for to the satisfaction of the City Engineer. Copies of all contracts associated with the Reimbursable Improvements shall be provided to City prior to, and as a condition of, reimbursement.
2. City shall reimburse Developer for the actual cost of the Reimbursable Improvements installed by Developer pursuant to this Agreement as follows:

The sum equal to the estimated construction and design costs, as specified in the schedule below (see also Exhibit C for complete breakdown of Engineer's estimate of probable costs).

SCHEDULE				
Item No.	ITEM DESCRIPTION	TOTAL ESTIMATED COST	FUND SOURCE	NOTES
I.	GRADING/TRAFFIC CONTROL/EROSION CONTROL	\$ 75,400.00	MPFP	
II.	STREET WORK & CONCRETE	\$ 435,380.75	MPFP	
III.	TRAFFIC SIGNAL/ DRY UTILITIES	\$ 598,000.00	MPFP	
Sub-Total		\$ 1,108,800.00	MPFP	
IV.	10% CONTINGENCY	\$ 110,880.00	MPFP	
Construction Sub-Total		\$ 1,220,000.00	MPFP	
V.	Soft Costs (estimated at 12%)	\$133,056	MPFP	Soft Costs include Engineering Design, Survey, Plan Check & Inspection, Construction Management, and Bidding expenses. All costs to be reimbursed at actual cost.
TOTAL		\$1,353,056.00		

The City shall reimburse Developer its actual costs of the Reimbursable Improvements after acceptance by the Community Development Department and execution of this agreement. Reimbursement shall require the submission of supporting documentation to the satisfaction of the City Engineer. The total cost of the Reimbursable Improvements is expected not to exceed \$1,353,056. The Developer agrees that amount is the reasonable value of the Reimbursable Improvements installed by Developer.

3. This Agreement shall not be construed to limit the right of City to enlarge, relocate, alter or extend the public improvements that constitute the Reimbursable Improvements, nor shall it be construed as a grant to Developer of any right to any exclusive use or specific capacity in or to the improvements.
4. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties hereto.
5. It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate Developer at the time that any reimbursements are due, City shall hold such fees for the benefit of Developer or its successor or assignee until the expiration of this Agreement. Upon the expiration of this Agreement, any fees not reimbursed to Developer shall escheat to City and City shall be free and clear of any forwarding obligation to Developer.
6. All Exhibits hereto are incorporated herein.

7. Developer shall defend, indemnify, and hold harmless City, its officials, officers, consultants, agents, and employees from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind, in law or equity, to property or persons, in any manner arising out of or incident to the performance of this Agreement by Developer, or its officials, officers, employees, contractors, subcontractors, suppliers, consultants, or agents (whether or not resulting from the negligence of Developer or its agents), including, without limitation, the payment of all consequential damages and reasonable attorneys' fees, expert witness fees, and other related costs and expenses.
8. This is an integrated agreement containing all of the considerations, understandings, promises and covenants exchanged between the Parties. This Agreement supersedes any and all prior oral or written understandings, negotiations, or agreements. No modification of, or addition to, this Agreement shall be effective unless set forth in writing and signed by both Parties.
9. Labor Compliance:

A. 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. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. 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 Contractor's principal place of business and at the project site. 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 any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

B. Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

C. Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one

calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

D. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. 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.

E. Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. 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.

F. Labor Compliance; Stop Orders. This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, 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 subject to any applicable liquidated damages 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 or any subcontractor.

10. Each of the Parties shall execute and deliver all additional papers, documents, and other assurances and shall do all acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement, to the extent necessary to carry out the intent of this Agreement.
11. Developer and City agree that the relationship between them is, is intended to be, and at all times shall remain that of a private developer as to Developer and a public agency as to City and that neither Party is, is intended to be, or shall be construed as a partner, joint venturer, alter ego, manager, controlling person, or other business associate or participant of any kind of any other Party or any of its affiliates.
12. This Agreement shall not be deemed or construed to confer any rights upon any individual or entity which is not expressly a Party hereto, and the Parties expressly disclaim any such third-party benefit.
13. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees.

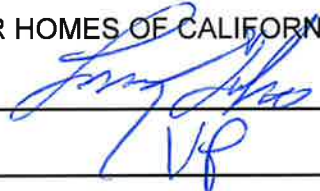
IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the Parties, as follows:

CITY OF WOODLAND

DEVELOPER

By: _____
Ken Hiatt, City Manager

LENNAR HOMES OF CALIFORNIA, LLC

By: _____


Its: _____
VP

ATTEST:

By: _____

City Clerk

Exhibit “A”

Reimbursable Improvements

**PARCEL MAP NO. 5162/PIONEER VILLAGE PHASE 1 OFFSITE IMPROVEMENT
PLANS**

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

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

Design and construct civil and traffic signal improvements at the intersection of Gibson Avenue and Harry Lorenzo Avenue/Bourn Drive in accordance with the Development Agreement and Conditions of Approval for Pioneer Village Subdivision recorded on February 13, 2021 and further represented in the improvement plans entitled: “Civil Improvement Plans for Gibson Road/Harry Lorenzo/Bourn Drive Intersection and Signal Improvements”.

EXHIBIT "B"

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

Parcel 2 of Parcel Map No. 4625, filed in Book 2003 of Maps, at Page 84, Yolo County Records.

Excepting therefrom that portion thereof conveyed to the City of Woodland in grant deed recorded March 28, 2012, Instrument No. 2012-0009674, Official Records.

Further excepting therefrom that portion thereof conveyed to the City of Woodland in grant deed recorded October 6, 2015, Instrument No. 2015-0028047, Official Records.

APN: 042-580-068-000

EXHIBIT "C"

ENGINEER'S ESTIMATE OF PROBABLE COSTS



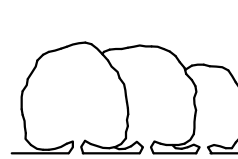
PIONEER VILLAGE REIMBURSEMENT AGREEMENT COST SUMMARY
PROJECT: PIONEER VILLAGE - PHASES 1 AND 2
PREPARED BY: CUNNINGHAM ENGINEERING
DATE: 12/02/2022

1C. GIBSON ROAD/HARRY LORENZO AVENUE/BOURN DRIVE INTERSECTION & SIGNAL IMPROVEMENTS

ITEM	DESCRIPTION	TOTAL QTY	UNIT	UNIT COST	TOTAL COST	SLIF COST	MPFP COST
I. GRADING & EROSION CONTROL							
1.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	1,875	SF	\$10.00	\$18,750.00	\$0.00	\$18,750.00
2.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	1,581	SF	\$1.00	\$1,581.00	\$331.00	\$1,250.00
3.	EROSION CONTROL	1.8	AC	\$3,000.00	\$5,400.00	\$0.00	\$5,400.00
4.	TRAFFIC CONTROL	1	LS	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
GRADING & EROSION CONTROL SUB-TOTAL:					\$75,731.00	\$331.00	\$75,400.00
II. STREET WORK & CONCRETE							
5.	9" AC PAVEMENT	1,200	SF	\$12.00	\$14,400.00	\$0.00	\$14,400.00
6.	11.5" AGGREGATE BASE (Road/Curb/Curb&Gutter)	1,200	SF	\$12.00	\$14,400.00	\$0.00	\$14,400.00
7.	5" AC PAVEMENT	675	SF	\$5.15	\$3,476.25	\$0.00	\$3,476.25
8.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	675	SF	\$6.00	\$4,050.00	\$0.00	\$4,050.00
9.	2" AC GRIND AND OVERLAY	8,140	SF	\$2.50	\$20,350.00	\$0.00	\$20,350.00
10.	MICROSURFACING	68,669	SF	\$1.00	\$68,669.00	\$0.00	\$68,669.00
11.	REINFORCED CONCRETE PATH	1,581	SF	\$11.00	\$17,391.00	\$3,641.00	\$13,750.00
12.	4" AGGREGATE BASE (Path)	1,581	SF	\$1.75	\$2,766.75	\$579.25	\$2,187.50
13.	CURB & GUTTER	194	LF	\$30.00	\$5,820.00	\$1,290.00	\$4,530.00
14.	MEDIAN CURB	827	LF	\$35.00	\$28,945.00	\$0.00	\$28,945.00
15.	MEDIAN CONCRETE	3,007	SF	\$25.00	\$75,175.00	\$0.00	\$75,175.00
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	6	EA	\$1,950.00	\$11,700.00	\$3,900.00	\$7,800.00
17.	SIGNAGE AND STRIPING	1	LS	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
18.	LANDSCAPING (Restoration)	896	SF	\$50.00	\$44,800.00	\$21,300.00	\$23,500.00
19.	TREE REMOVAL	2	EA	\$7,500.00	\$15,000.00	\$0.00	\$15,000.00
20.	RELOCATE BLOCK WALL	30	LF	\$100.00	\$3,000.00	\$0.00	\$3,000.00
21.	SAWCUT	844	LF	\$5.00	\$4,220.00	\$455.00	\$3,765.00
22.	REMOVE EX PAVEMENT	1,688	SF	\$3.00	\$5,064.00	\$546.00	\$4,518.00
23.	REMOVE EX MEDIAN CONCRETE	1,800	SF	\$3.00	\$5,400.00	\$0.00	\$5,400.00
24.	REMOVE EX MEDIAN FILL	8,113	SF	\$6.00	\$48,678.00	\$0.00	\$48,678.00
25.	REMOVE EX MEDIAN CURB (STANDARD)	346	LF	\$10.00	\$3,460.00	\$0.00	\$3,460.00
26.	REMOVE EX MEDIAN CURB (OTHER)	676	LF	\$10.00	\$6,760.00	\$0.00	\$6,760.00
27.	REMOVE EX PAVEMENT/ SIDEWALK	2,646	SF	\$3.00	\$7,938.00	\$1,371.00	\$6,567.00
28.	REMOVE EX PEDESTRIAN BARRICADES	2	EA	\$250.00	\$500.00	\$0.00	\$500.00
29.	ADJUST EXISTING STRUCTURES TO GRADE	9	EA	\$3,500.00	\$31,500.00	\$0.00	\$31,500.00
STREET WORK & CONCRETE SUB-TOTAL:					\$468,463.00	\$33,082.25	\$435,380.75
III. DRY UTILITIES							
30.	TRAFFIC SIGNAL	1	LS	\$565,000.00	\$565,000.00	\$0.00	\$565,000.00
31.	NEW DUAL STREETLIGHT	2	EA	\$15,000.00	\$30,000.00	\$0.00	\$30,000.00
32.	REMOVE STREETLIGHT	2	EA	\$1,500.00	\$3,000.00	\$0.00	\$3,000.00
DRY UTILITIES SUB-TOTAL:					\$598,000.00	\$0.00	\$598,000.00
SUMMARY							
I. GRADING & EROSION CONTROL					\$75,731.00	\$331.00	\$75,400.00
II. STREET WORK & CONCRETE					\$468,463.00	\$33,082.25	\$435,380.75
III. DRY UTILITIES					\$598,000.00	\$0.00	\$598,000.00
SUB-TOTAL:					\$1,142,200.00	\$33,400.00	\$1,108,800.00
10% CONTINGENCY:					\$114,200.00	\$3,300.00	\$110,900.00
TOTAL GIBSON RD/HARRY LORENZO AVE/BOURN DR INTERSECTION & SIGNAL IMPROVEMENTS COST:					\$1,256,400.00	\$36,700.00	\$1,219,700.00

ESTIMATED 12% MPFP SOFT COST REIMBURSEMENT \$133,056

ESTIMATE OF TOTAL MPFP REIMBURSEMENTS \$1,353,056



City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

To Sacramento →

I-5



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



Main Street

East Main Street

College Street

East Street

Bourne Drive

Gibson Road

East Gibson Road

Matmor Rd.

Sports Park Dr.

Harry Lorenzo Ave

Pioneer Avenue

Farmers Central Road

Hunt Street

Parkland Avenue

Heritage Parkway

HWY 113

→ To Davis



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.15
SUBJECT: Fee Deferral Agreement - La Quinta Hotel

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into a Non-Residential Fee Deferral Agreement with 3S Hospitality, LLC.

Staff Contact:

Megan Meier, Associate Planner, megan.meier@cityofwoodland.org, (530) 661-5814

Fiscal Impact:

There is a short-term fiscal impact on the City as a result of the recommended action to defer \$648,871.12 in Development Impact and Water Capacity Fees. The deferred fees will be amortized over a five (5) year period at four (4) percent interest. The first of five payments will be due twelve (12) months from the execution date of the agreement. The applicant will then make four (4) subsequent annual payments, including principal and interest. The applicant will pay a total of \$79,899.11 in interest on the deferred fees for a total of \$728,770.23. The project will result in positive fiscal impacts to the city in the form of increased property, sales, and transient occupancy tax. Additionally, the project will create new jobs and employment opportunities for local residents.

Background:

In April 2021, the City of Woodland approved a Conditional Use Permit (PC 21-01) for the Woodland Depot development project. The project includes an 86-room, 4-story, 46,275 square-foot La Quinta hotel. The hotel, anticipated to break ground in the first quarter of 2023, will be located on the south side of East Main Street between the existing Walmart Shopping Center and Interstate I-5 northbound off-ramp in the Regional Commercial zoning district. Additional improvements are required as part of the entitlement conditions of approval, including the construction of a new ADA curb, sidewalk and gutters, medians, site landscaping, parking, and EV chargers along with other hotel amenities including a bar and grill and adjacent pool area.

Discussion:

The current cost of construction due to inflationary constraints has resulted in added burdens to development and upfront holding costs. Payment of the City's development impact fees and water capacity fees at the time of building permit issuance adds an additional financial burden, challenging the project's financial feasibility. The applicant has worked closely with the City and their financial lender to develop the fee deferral agreement terms necessary for the project to move forward in Spring 2023. The owner/developer, 3S Hospitality, owns and manages a number of successful hotel locations in California and nationally. 3S Hospitality wishes to move forward with the La Quinta hotel in Woodland, bringing vitality to a longstanding vacant site on E. Main Street. The hotel project will also improve the viability of future uses at the larger Woodland Depot project site, including the adjacent 7-Eleven market and gas station currently under construction, and the future restaurant/commercial pad which the owner is actively marketing. The Fee Deferral Agreement includes a Deed of Trust and Promissory Note that provides the City with payment security in the event of any issues with future loan repayment.

Conclusion:

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

a Non-Residential Fee Deferral Agreement with 3S Hospitality, LLC.

Prepared by: Megan Meier, Associate Planner

Reviewed by: Erika Bumgardner, Principal Planner/ Business Development Liaison
Brent Meyer, Community Development Director/City Engineer

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

Ken Hiatt
City Manager

Attachments:

1. Resolution Fee Deferral
2. LaQuinta Hotel Fee Deferral Agreement

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A NON-RESIDENTIAL FEE DEFERRAL AGREEMENT WITH 3S HOSPITALITY, LLC

WHEREAS, Section 15.20.060(a) of the City of Woodland Municipal Code allows deferral of certain development impact fees under certain conditions; and

WHEREAS, 3S Hospitality, LLC has received all needed entitlements and approvals (PC 21-01); and

WHEREAS, 3S Hospitality owns an undeveloped 2.38 acre parcel (APN: 027-310-052) that it wishes to develop as a new 86-room La Quinta hotel site; and

WHEREAS, the new hotel will bring vitality to an underutilized development site within the City of Woodland, providing additional visitor amenities as well as local jobs; and

WHEREAS, the new hotel will result in positive fiscal impacts to the city in the form of increased property, sales and transient occupancy tax; and

WHEREAS, the City has estimated the proposed development impact fees and water capacity fees to be \$648,871.12; and

WHEREAS, the applicant has submitted all of the required documents in order to qualify for fee deferral; and

WHEREAS, under the terms of the Agreement, deferred fees will be amortized over a five (5) year period at 4 percent interest. Payments shall be based on date of execution of the agreement, which shall be no later than 30 days from City Council approval. The Parties have also agreed that first payment shall be due twelve months from the date of execution of the agreement; and

WHEREAS, 3S Hospitality, LLC, will then make five (5) successive annual payments that include principal and interest. The applicant will pay a total of \$79,899.11 in interest on the deferred fees for a total of \$728,770.23; and

WHEREAS, the fee deferral will therefore be secured by execution of a promissory note by both 3S Hospitality, LLC and a deed of trust secured by the La Quinta Hotel property; and

WHEREAS, the action of fee deferral does not constitute a project as defined by California Environmental Quality Act Guidelines Section 15378; therefore, no further environmental review is required.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Woodland approves the attached Fee Deferral Agreement between the City and 3S Hospitality, LLC, subject to minor clarifying changes as approved by the City Manager in consultation with the

City Attorney and further subject to the City Manager determining to his satisfaction that the La Quinta Hotel will provide adequate security for the fee deferral.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT the City Council authorizes the City Manager to execute a Fee Deferral Agreement subject to the conditions set forth above and to take any other actions necessary or appropriate to effectuate the fee deferral agreement.

PASSED AND ADOPTED by the City Council this 20th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 6103

DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT

between

THE CITY OF WOODLAND
a California municipal corporation

and

3S Hospitality, LLC
a Limited Liability Company

Dated as of _____, 20__

DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT

This Development Impact Fee Deferral Agreement (“**Agreement**”) is entered into on this _____ day of _____, 20____, by and between the City of Woodland, a California municipal corporation (“**City**”), and 3S Hospitality, a Limited Liability Company (“**Owner**”). City and Owner are sometimes individually referred to herein as “Party” and together as “Parties.” This Agreement shall become effective (“**Effective Date**”) on the date following both approval by the City of Woodland City Council and execution of the Agreement by the appropriate authorities or officers of the City and Owner.

RECITALS

A. City imposes certain fees on development projects to offset the cost of providing services, which are commonly referred to as development impact fees, and are due at the time of building permit issuance.

B. The City has identified and designated certain projects throughout the City that are paid for with development impact fees and are referenced in the City’s Major Projects Financing Plan, which is updated from time to time, and is explained in more detail in the Major Projects Financing Plan Nexus Study.

C. Owner owns certain real property in the City of Woodland, California, with an address of _____, and further identified as Yolo County Assessor’s Parcel Number 027-860-052 (“**Property**”). The Property is legally described in **Exhibit “A & B”** attached hereto and incorporated herein by reference. The Property is currently planned to be developed to be an approximate 46,275 sq. ft, 86 room hotel (“**Project**”). At least 51% of the occupiable square footage of the Project will be used for non-residential purposes.

D. Owner has received all approvals for the Project, including site plan and design review, but has not yet received a building permit. Owner is obligated to pay to City certain development impact fees (“**DIF**”) prior to obtaining a building permit for the Project.

E. Owner is also obligated to pay a water capacity fee (“**WCF**”) upon application based on the size of water meter(s) needed for the Project.

F. Owner has requested that the total DIF and WCF amount of **SIX HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND TWELVE CENTS (\$648,871.12)** (“**Loan Amount**”) due for Project be deferred for a total of five (5) years from the Agreement Effective Date.

F. The Loan Amount will be paid in annual installments of **ONE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND FIVE CENTS (\$145,754.05)** over a five (5) year period with balance of Loan Amount due in the fifth installment, at four percent (4%) interest, which City has determined based on its own independent investigation and review to constitute a market rate interest rate. Specific payment amounts are shown in **Exhibit “C”** attached. To secure payment of the outstanding DIF and WCF owed to City, as further described in this Agreement, Owner agrees to provide the security as required herein.

G. On December 16, 2008, the City Council adopted Ordinance No. 1501 (“Fee Deferral Ordinance”) to allow for the deferral of certain development impact fees for market-rate residential and non-residential projects. Since 2008, the City Council has adopted ordinances extending the Fee Deferral Ordinance, including on June 20, 2017, when the City Council adopted Ordinance No. 1617 amending Section 6B-110 (recodified as Section 15.20.110) of the City of Woodland Municipal Code to extend the Fee Deferral Program through June 30, 2022, and on November 20, 2018, when the City Council adopted Ordinance No. 1640 amending the Woodland Municipal Code to expand the types of impact fees that may be eligible for deferral and to allow both in-fill residential and non-residential development to benefit from a fee deferral program.

H. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Owner to defer payment of the DIF and WCF.

I. The Parties understand and agree that the obligations created under this Agreement will run with the land and be binding upon all successors and assigns to the Property, or any part thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.

2. Eligibility for Fee Deferral. Owner agrees that it has satisfied all of the conditions for eligibility for entering into this Agreement, as set forth in Section 15.20.060(a) of the City of Woodland Municipal Code, and Owner understands and agrees that City is relying on Owner’s representations in entering into this Agreement. Should Owner and/or the Property or Project be deemed at any time subsequent to the execution of this Agreement to be ineligible for a deferral of development impact fees pursuant to the Fee Deferral Ordinance, regardless of whether Owner intentionally or unintentionally misrepresented to the City that Owner was eligible for a deferral of fees, City may terminate this Agreement and require all subject fees to be immediately paid in full.

3. Total Fee Obligation Total Fee Obligation. As a condition of building permit issuance for the Project, Owner is required to pay the estimated totality of DIF and WCF (as shown in detail in **Exhibit “B,”** attached hereto and incorporated herein), in a single lump sum payment, in the amount of **SIX HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND TWELVE CENTS (\$648,871.12)** (“**Loan Amount**”). The Parties have agreed to enter into agreement for the payment of fees over a five-year period. Payments shall be based on date of execution of the agreement, which shall be no later than 30 days from City Council approval. The Parties have also agreed that first payment shall be due twelve months from the date of execution of the agreement. The Loan Amount will then be paid in annual installments, over a period of five years provided that an interest rate of four percent (4%) shall be charged on the entire balance of the Original Loan Amount. The total obligation shall be SEVEN HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND TWENTY-THREE CENTS (\$728,770.23).

4. Termination if Building Permit Not Secured Within Twelve Months. City's agreement to defer the fees as set forth herein is conditioned upon Owner securing a building permit for the Project within twelve (12) months of the Effective Date of this Agreement. If Owner fails to secure a building permit for the Project within such twelve (12) month period, this Agreement shall automatically terminate, and the City shall have no further obligation to defer the DIF or WCF. Upon such termination, the City shall return the Promissory Note to Owner with confirmation that it has been cancelled, and shall take such steps as are necessary to release and reconvey the Deed of Trust to Owner.

5. Yearly Payments. Owner agrees to pay the total Loan Amount over five (5) years with the first installment of **ONE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND FIVE CENTS (\$145,754.05)** due twelve (12) months from Agreement Effective Date. The amortization schedule is attached hereto and incorporated herein as Exhibit C, ("Yearly Installments"). Subsequent Yearly Installments shall be remitted to City on the anniversary date of payment of the first installment. A late fee of up to ten percent (10%) may be charged on any Yearly Installment not received by the due date.

6. No Pre-Payment Penalty. Owner may make an early payment to City without a pre-payment penalty as an alternative to making annual payments. The payment must be in a lump sum amount equal to the then remaining balance, including any accrued interest up to the date of payment, under this Agreement.

7. Personal Obligation; Obligation Runs with the Land. The Parties acknowledge and agree that payment of the DIF and WCF benefits the Property, and the obligation to pay the DIF and WCF in full shall run with the land and be binding on the Property and all successors and assigns thereto. Owner hereby further acknowledges and agrees that the obligation to pay the DIF and WCF shall continue and remain an obligation of Owner as well as (jointly and severally) any successors in interest of Owner, including, without limitation, any successor in interest to the Property or any portion of the Property.

8. Security. From and after the Effective Date, this Agreement shall contractually bind Owner to pay the DIF and WCF and shall constitute a lien against the Property in the amount of the DIF and WCF. City and Owner shall additionally execute that certain Promissory Note Secured by Deed of Trust ("Promissory Note"), and Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust"), which together are set forth in **Exhibit D**, attached hereto and incorporated herein by this reference. The amounts due under this Agreement and the Promissory Note shall be secured by the Deed of Trust, which shall be recorded in the Official Records of the County of Yolo, California concurrently with the recordation of this Agreement. Upon payment of the DIF and WCF to City in full, City shall execute and record in the Official Records of the County of Yolo, California a release of the Deed of Trust and any lien(s) from the Property in a form approved by the City Attorney. At Owner's request, City will deliver a copy of the executed release form to Owner. The invalidity or unenforceability of any lien or security instrument provided for under this Agreement shall not affect the contractual

obligation of Owner to pay any and all fees for the Property, nor shall the sale, lease, or any encumbrance of the Property release Owner of this contractual obligation.

9. City's Remedies For Owner's Default. Failure of Owner to pay the DIF and WCF pursuant to this Agreement shall be deemed an event of default hereunder, and City shall have the right, in addition to any other right or remedy in this Agreement, and in its sole discretion, to: (a) demand immediate payment in full by Owner or successors in interest of Owner of all outstanding amounts owed; (b) charge a late fee on all late and outstanding payments; (c) treat and collect all outstanding amounts as a lien against the Property; or (d) enforce any combination of the foregoing rights, in addition to any other right City may have in law or in equity.

10. Rights Not Granted Under Agreement. This Agreement is not, and shall not be construed to be, an approval or a granting of any right or entitlement (vested or otherwise) by City concerning any development on the Property, or any other project, development, or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner from paying any fees for any entitlements, permits, licenses, or other approvals that may be required by the City or other public entity with jurisdiction over the Property at the time required by the City or other public entity with jurisdiction over the Property, or any other project development or other construction by Owner. This Agreement does not, and shall not be construed to, exempt Owner from any requirement to obtain permits or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance, or operation of the development on the Property or any other project, development, or other construction by Owner within the City. This Agreement does not, and shall not be construed to, exempt Owner or the Property from the application or exercise of the City's or any of its related agencies' power of eminent domain or is police powers, including, but not limited to, the regulation of land uses, and the taking of any actions necessary to protect the health, safety, and welfare.

11. Indemnification. Owner shall defend (with counsel of City's choice), indemnify and hold City, its officials, officers, employees, and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages, or injuries to property or persons, including wrongful death, in any manner caused by any acts, omissions, or willful misconduct of Owner, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with this Agreement or the Fee Deferral Ordinance ("Claims"), including without limitation, the payment of all consequential damages, attorneys' fees, and other related costs and expenses. The indemnity provided herein shall include coverage of City under any warranty or guarantee implied by law or fact, or otherwise given to Owner. This indemnification provision shall not apply to any Claims arising out of or incident to the sole negligence or willful misconduct of City, its officials, officers, employees, or agents. In addition, this indemnity provision and any warranties or guarantees shall not limit any liability under law of any consultants or contractors of Owner. Without limiting the foregoing, this indemnity shall extend to any claims arising because Owner has failed to properly secure any necessary easements, land rights, contracts or approvals, or to comply with the Prevailing Wage Laws.

12. Notice to Subsequent Owners. The original of this Agreement will be recorded in the Official Records of the County of Yolo, California, and will provide notice to subsequent owners/occupants of the Property that the Property is subject to this Agreement and the conditions

and obligations herein. Recordation of this Agreement shall provide constructive notice to all buyers and lessees of the existence of this Agreement and the obligations hereunder to pay the DIF obligation when and as due.

13. Cumulative Remedies. The rights or remedies of City, as provided in this Agreement, or pursuant to any applicable laws, rules, or regulations, may be pursued singly successively, together, or otherwise against the Property, Owner, or its transferees, successor(s), or assign(s) at the City's sole discretion. City's failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or of the right to exercise them at a later time.

14. No Waiver. City or Owner's failure to insist on performance of any of the terms or conditions of this Agreement or to excuse any right, remedy, or privilege of City's or Owner's waiver of any breach hereunder shall not thereafter be deemed a subsequent waiver of any of the terms, conditions, or rights, remedies, or privileges, whether of the same or similar type. No party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving party or that party's duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.

15. Cooperation. The Parties agree to cooperate with each other in good faith and in furtherance of the purposes of this Agreement. The Parties hereby agree to take such other reasonable actions and execute such other documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require City to take any legislative act or exercise its discretion in any particular manner.

16. Entire Agreement. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreements are inconsistent with this Agreement.

17. Assignment. This Agreement is not assignable by Owner without the prior written consent of City, and any attempt to make such assignment shall be void and shall constitute an incurable material default under this Agreement. Upon such unpermitted assignment, City shall be entitled, in addition to any other remedy provided in this Agreement, to immediately make demand upon the Note. Should a permitted assignment occur, the terms, conditions, and obligations created under this Agreement shall run with the Property in perpetuity from the Effective Date and shall be binding upon all successors and assigns to the Property.

18. Attorneys' Fees. If any action or proceeding is commenced between City and Owner to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's cost of suit and reasonable attorneys' fees. The attorneys' fees and costs shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

19. Prevailing Wages. Owner 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, and if the total compensation is \$1,000 or more, Owner agrees to fully comply with such Prevailing Wage Laws. Upon request, City shall provide Owner with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Owner 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 Owner’s principal place of business and at the project site. Owner 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 Owner and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1), and debarment of contractors and subcontractors (Labor Code Section 1777.1). It shall be the sole responsibility of Owner to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Owner agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

20. Notices. All notices shall be in writing and shall be considered given: (i) when delivered in person to the receipt named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below. All notices shall be addressed as follows:

If to City:

City Manager
City of Woodland
300 First Street
Woodland, California 95695
Telephone: (530) 661-5800

With Copies to:

Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Ethan Walsh

Telephone: (916) 325-4000

If to Owner:

3S Hospitality, LLC
Shane Ibrahim, CFO
[Address]

Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

21. Governing Law. This Agreement and its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to conflict of laws principles.

22. Consent to Jurisdiction, Venue. Any action or proceeding brought with regard to this Agreement shall be instituted and maintained in the Superior Court for the County of Yolo, California. Owner hereby forgoes and waives any provision of law providing for a change of venue from such court on the grounds that City is or may be a party to any such action of proceeding.

23. Modification. This Agreement may be modified only by another written instrument duly authorized and executed by both City and Owner.

24. Severability. The provisions of this Agreement are specifically made severable. If any clause, provision, rights, and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right, and/or remedy were not contained herein.

25. Headings. Section headings contained in this Agreement are for convenience only and shall not impact the construction or interpretation of any provision.

26. Rules of Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either City or Owner. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.

27. No Third Party Beneficiaries. This Agreement and the performance of the City's and Owner's obligations hereunder are for the sole and exclusive benefit of the City and Owner. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either the City or Owner hereunder as a result of the

City's or Owner's performance or nonperformance of their respective obligations under this Agreement.

28. Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original and together shall constitute the entire agreement of the parties.

29. Authorization. Each person executing this Agreement represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY

**CITY OF WOODLAND,
a California Municipal Corporation**

By: _____

Ken Hiatt
City Manager

Dated: _____

OWNER

**3S Hospitality LLC,
A Limited Liability Company**

By: _____

Shane Ibrahim, CFO

Dated: _____

ATTEST:

By: _____

Ana B. Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXCEPTING THEREFROM, ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE ABOVE A DEPTH OF 500 FEET, WITHIN THAT PORTION OF SAID LAND LYING WITHIN THE BOUNDARIES OF PARCEL A, OF PARCEL MAP 2181, FILED APRIL 6, 1973, IN BOOK 1 OF PARCEL MAPS, PAGE 104, YOLO COUNTY RECORDS, AS RESERVED IN THE DEED FROM ROHWER BROS., 4 WD, A PARTNERSHIP, RECORDED JUNE 22, 1981 IN BOOK 1479, PAGE 78, OF OFFICIAL RECORDS.

CONTAINING AN AREA OF 2.383 ACRES (Gross)

AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF PARCEL MAP NO. 3308, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, CALIFORNIA ON APRIL 27, 1984, IN BOOK 7 OF PARCEL MAPS, AT PAGE 39, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 NORTH 83°13'15" EAST 256.60 FEET;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCELS 1 AND 2 SOUTH 89° 50' 32" EAST 89.70 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTH LINE OF PARCEL 2 SOUTH 00° 22' 32" WEST 282.38 FEET;

THENCE SOUTH 45° 11' 09" WEST 109.90 FEET TO A POINT ON CURVE AND THE SOUTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE WITH A RADIAL LINE THAT BEARS SOUTH 48° 07' 59" WEST, CONCAVE EASTERLY AND HAVING A RADIUS OF 1950.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SOUTHWESTERLY LINE OF SAID PARCEL 1 AND 2 THROUGH A CENTRAL ANGLE OF 9°47'59" 333.23 FEET TO THE END OF A NON-TANGENT CURVE WITH A RADIAL LINE THAT BEARS NORTH 38° 20' 31" EAST;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 2 NORTH 89° 51' 50" WEST 19.66 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 2 NORTH 00° 22' 32" EAST 587.37 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG NORTHERLY LINE OF SAID PARCEL 2 NORTH 89° 50' 12" WEST 186.17 FEET TO THE **TRUE POINT OF BEGINNING**.

**EXHIBIT “B” TO
DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT**

Subject Fees for Building Permit No. BLDG-21-01306

The following development impact fees, in the total amount of **SIX HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND TWELVE CENTS (\$648,871.12)** imposed on the Property by the City of Woodland upon issuance of City of Woodland Building Permit No. BLDG-21-01306 shall be deferred pursuant to the terms and conditions of this Agreement:

- (1) General City Development Impact Fees in the amount of \$26,287.91.
- (2) Police Development Impact Fees in the amount of \$21,483.05.
- (3) Water Capacity Fees in the amount of \$62,997.00.
- (4) Road Development Impact Fees in the amount of \$327,501.50.
- (5) Administration Development Impact Fees in the amount of \$3,688.39.
- (6) Storm Drain Water Development Impact Fee in the amount of \$0.
- (7) Fire Development Impact Fees in the amount of \$72,345.59.
- (8) Wastewater Development Impact Fees in the amount of \$134,567.70.

Total: \$648,871.12.

EXHIBIT “C”

Amortization Schedule

La Quinta Hotel					
Loan Amount	\$	648,871.12			
Annual interest rate (Compounding)		4.00%			
Loan period in years		5			
Number of payments per year		1			
Start of loan date	Agreement Effective Date				
Payment No.	Beginning Balance	Principal	Interest	Payment	Ending Balance
1 (due 12 months from Agreement Effective Date)	\$ 648,871.12	\$ 119,799.21	\$ 25,954.84	\$ 145,754.05	\$ 529,071.91
2	\$ 529,071.91	\$ 124,591.17	\$ 21,162.88	\$ 145,754.05	\$ 404,480.74
3	\$ 404,480.74	\$ 129,574.82	\$ 16,179.23	\$ 145,754.05	\$ 274,905.92
4	\$ 274,905.92	\$ 134,757.81	\$ 10,996.24	\$ 145,754.05	\$ 140,148.11
5	\$ 140,148.11	\$ 140,148.11	\$ 5,605.92	\$ 145,754.03	\$ -
Total		\$ 648,871.12	\$ 79,899.11	\$ 728,770.23	

EXHIBIT D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above line for Recorder's use only
Exempt from Recording Fees pursuant to Govt. Code § 27383

CITY OF WOODLAND

**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING
(La Quinta Hotel, 3S Hospitality LLC)**

This Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing (“Deed of Trust”) is dated _____, 20__, and recorded in the Official Records of Yolo County, executed by 3S Hospitality, a LLC, in favor of the City of Woodland.

This Deed of Trust is made as of _____, 20__, among 3S Hospitality, a Limited Liability Company (“**TRUSTOR**”), whose address is _____; First American Title Company (“**TRUSTEE**”); and the CITY OF WOODLAND (“**BENEFICIARY**”), whose address is 300 First Street, Woodland, CA 95695.

Trustor irrevocably grants, conveys, transfers, and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's estate, right, title, and interest in, to and under the following property (collectively, the “**Property**”): (a) the real property in Woodland, California, described on **Exhibit 1** attached hereto and incorporated herein by this reference, together with all existing and future easements and rights affording access to it (the “**Land**”); (b) together with all buildings, structures, and improvements now existing or hereafter constructed thereon (the “**Improvements**”); (c) together with all articles of personal property now or hereafter attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or they are otherwise adjudged to be a “fixture” under applicable law (each a “**Fixture**,” collectively “**Fixtures**”); (d) together with all other property and interests of any kind or character that may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements.

1. Secured Obligations. Trustor makes the grant, conveyance, transfer, and assignment herein for the purpose of securing the following obligation (the “**Secured Obligation**”): (a) payment of the sum of **SIX HUNDRED FORTY-EIGHT THOUSAND**

EIGHT HUNDRED SEVENTY-ONE DOLLARS AND TWELVE CENTS (\$648,871.12)

according to the terms of a promissory note (the “**Note**”) of even date herewith, executed by Trustor in favor of Beneficiary, or order and any extension or renewals thereof, and (b) due, prompt and complete observance, performance and discharge of each and every monetary and non-monetary condition, obligation, covenant and agreement contained herein or contained in the Development Impact Fee Deferral Agreement entered into by and between Trustor and Beneficiary (the “**Fee Deferral Agreement**”) of even date herewith. The Agreement and the Note (collectively, “**Secured Obligations**”) and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof, however evidenced.

2. Maintenance and Repair. Trustor shall (a) keep the Property in good condition and repair; (b) complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary.

3. Insurance. Trustor shall maintain hazard insurance against loss by fire, hazards included with the term “**extended coverage**,” and any other hazards for which Beneficiary requires insurance, and liability insurance. The insurance carrier and the insurance policies and amounts of coverage shall be acceptable to Beneficiary, the policies shall name Beneficiary as a loss payee or an additional insured, as applicable, and the policies shall include Beneficiary as an additional insured, as applicable.

4. Defense of Security. Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys’ fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. Payment of Taxes and Liens. Trustor shall pay (a) at least 10 days before delinquency, all non-abated taxes and assessments affecting the Property; (b) when due, all encumbrances, charges, and liens, with interest, on the Property, that are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all reasonable and documented costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust after written notice of such failure by Beneficiary and a reasonable opportunity to cure, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or settle any encumbrance, charge, or lien, which in the judgment of either appears to be senior to this Deed of Trust; and (d) in exercising any such powers, pay allowable expenses, including attorneys’ fees.

6. **Reimbursement of Costs.** Trustor shall pay upon demand all reasonable and documented sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, and as provided in the Agreement and Note.

7. **No Waiver.** By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. **Reconveyance.** That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as “**the person or persons legally entitled thereto.**”

9. **Assignment of Rents.** Subject to the rights of senior lenders, Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income, and other benefits (collectively, the “**Rents**”) derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power, and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor’s right, title, and interest in the Rents. So long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use, and enjoy the same. Upon the occurrence of such a default beyond any applicable notice and cure periods, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary’s interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default, beyond any applicable notice and cure periods, and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend, and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

10. Default and Foreclosure. Upon default by Trustor in payment or performance of any Secured Obligation, subject to any applicable notice and cure period, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of default and demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note or notes, and all documents evidencing expenditures secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3455.

11. Substitution of Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee.

12. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term “**Beneficiary**” shall mean the owner and holder, including pledgees, of the secured note or notes, whether or not named as Beneficiary herein.

13. Trustee Acceptance. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

14. Further Assurances. Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time reasonably require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance,

to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

15. Condemnation and Insurance Proceeds. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in, and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require. Notwithstanding the above, the Beneficiary shall release all insurance and condemnation proceeds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that such restoration, repair or rebuilding is economically feasible. If such insurance proceeds shall be insufficient for such purposes, Trustor shall make up the deficiency. If the Project is subject to a partial condemnation or taking, then the proceeds received therefrom shall be applied to restore the Project taken, provided the Beneficiary determines that such restoration is economically feasible and no default exists under the Secured Obligations following the expiration of all applicable cure periods. If the Project is subject to a total condemnation, or if Beneficiary determines that restoration of the Project is not feasible following a partial condemnation, or if a default exists then the proceeds from any condemnation award or claim for damages shall be used first to repay all sums under the Secured Obligations, with the excess, if any, paid to Trustor, subject to the rights of the senior lender.

16. Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

17. Estoppel Certificate. Trustor shall, within thirty (30) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

18. California Uniform Commercial Code Security Agreement; Fixture Filing. Trustor hereby grants Beneficiary a security interest in all personal property of Trustor located on the Property and wherever located and used in any way in connection with or in any way relating to the Property, and whether now owned or hereafter in existence, acquired or created (including equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts, and contract rights), and all fixtures of Trustor now owned or hereafter in existence, acquired or created on, of or relating to the Property, and all substitutions, replacements, additions, accessions, and proceeds (including insurance proceeds) of all of the foregoing (collectively, the “**Personal Property**”). Beneficiary may file this Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for the Personal Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor shall execute and deliver to Beneficiary, upon Beneficiary’s request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to the Personal Property. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Upon Trustor’s breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the California Uniform Commercial Code and, at Beneficiary’s option, may also invoke any remedies provided in this Deed of Trust as to the Personal Property. In exercising any of such remedies, Beneficiary may proceed against the Property and any of the Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary’s remedies under the California Uniform Commercial Code or the remedies provided in the Deed of Trust. This Deed of Trust also covers goods which are or which are to become fixtures on the Property and constitutes and is filed as a fixture filing under the California Uniform Commercial Code.

19. Due-On-Sale or Encumbrance. If all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily, or by operational law, Beneficiary may, at Beneficiary’s option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth at its address set forth in the Fee Deferral Agreement.

TRUSTOR:

3S Hospitality,
a Limited Liability Company

By: _____
Name: Shane Ibrahim
Title: CFO

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF PARCEL MAP NO. 3308, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, CALIFORNIA ON APRIL 27, 1984, IN BOOK 7 OF PARCEL MAPS, AT PAGE 39, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL 1 NORTH 83°13'15" EAST 256.60 FEET;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCELS 1 AND 2 SOUTH 89° 50' 32" EAST 89.70 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTH LINE OF PARCEL 2 SOUTH 00° 22' 32" WEST 282.38 FEET;

THENCE SOUTH 45° 11' 09" WEST 109.90 FEET TO A POINT ON CURVE AND THE SOUTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE WITH A RADIAL LINE THAT BEARS SOUTH 48° 07' 59" WEST, CONCAVE EASTERLY AND HAVING A RADIUS OF 1950.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND SOUTHWESTERLY LINE OF SAID PARCEL 1 AND 2 THROUGH A CENTRAL ANGLE OF 9°47'59" 333.23 FEET TO THE END OF A NON-TANGENT CURVE WITH A RADIAL LINE THAT BEARS NORTH 38° 20' 31" EAST;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 2 NORTH 89° 51' 50" WEST 19.66 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL 2 NORTH 00° 22' 32" EAST 587.37 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE ALONG NORTHERLY LINE OF SAID PARCEL 2 NORTH 89° 50' 12" WEST 186.17 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM, ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE ABOVE A DEPTH OF 500 FEET, WITHIN THAT PORTION OF SAID LAND LYING WITHIN THE BOUNDARIES OF PARCEL A, OF PARCEL MAP 2181, FILED APRIL 6, 1973, IN BOOK 1 OF PARCEL MAPS, PAGE 104, YOLO COUNTY RECORDS, AS RESERVED IN THE DEED FROM ROHWER BROS., 4 WD, A PARTNERSHIP, RECORDED JUNE 22, 1981 IN BOOK 1479, PAGE 78, OF OFFICIAL RECORDS.

CONTAINING AN AREA OF 2.383 ACRES (Gross)

AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PROMISSORY NOTE
SECURED BY DEED OF TRUST

Woodland, California

_____, 202__

For value received, the undersigned (herein “Owner”, whether one or more), promises to pay to the CITY OF WOODLAND, a California municipal corporation (“City”), at 300 First Street, Woodland, California 95695, or at any other place that may be designated in writing by City, the principal sum of **SIX HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND TWELVE CENTS (\$648,871.12)**. All sums due are payable in lawful money of the United States of America.

1. This Promissory Note Secured by Deed of Trust (“Promissory Note”) is made and delivered pursuant to and in implementation of that certain Development Impact Fee Deferral Agreement entered into by and between City and Owner of even date herewith (the “Fee Deferral Agreement”). The terms and conditions of the Fee Deferral Agreement are incorporated herein by this reference.

2. The Promissory Note (“Promissory Note”) is secured by a Deed of Trust Assignment of Rents, Security Agreement, and Fixture Filing of the same date as this Note, executed by Owner, as Trustor, in favor of City, as Beneficiary (“Deed of Trust”), and encumbering the real property described in the Deed of Trust (“Property”). The holder of this note will be entitled to the benefits of the security provided by the Deed of Trust and will have the right to enforce the covenants and agreements of Owner contained in the Deed of Trust.

3. Principal and interest under this Note are due and payable as set forth in Sections 3 and 4 of the Fee Deferral Agreement.

4. If Owner fails to make any required payment on or before ten (10) days following the date upon which it becomes due, Owner shall pay a late charge equal to ten percent (10%) of the amount of the unpaid payment. All payments on this Promissory Note will be applied first to the payment of any costs, fees, late charges, or other charges incurred in connection with the indebtedness evidenced by this Promissory Note; next, to the payment of accrued interest, then to the reduction of the principal balance.

5. If:

- (a) Owner fails to pay when due any sum payable under this Promissory Note; or,
- (b) Owner fails to pay any indebtedness secured by, or fails to perform any covenant or agreement under, the Deed of Trust; or,
- (c) Owner agrees to or actually sells, conveys, transfers, disposes of, or further encumbers the Property, or any part thereof, of any interest therein, without first obtaining the written consent of the holder of this Promissory Note,

Then Owner shall pay to City all sums owing under this Promissory Note without deduction, offset, or counterclaim of any kind. The relationship of Owner and City under this Promissory Note is solely that of borrower and lender, and the loan evidenced by this Promissory Note and secured by the Deed of Trust will in no manner make City the partner or joint venturer of Borrower.

6. In the event of a dispute arising under this Promissory Note, the prevailing party shall be entitled to reasonable attorneys' fees and costs in accordance with California Civil Code Section 1717. For purposes of this Promissory Note, a dispute shall be construed as arising under the Promissory Note if its subject matter pertains to one or more terms of the Promissory Note, the Deed of Trust, or any other document(s) pertaining to the indebtedness that is evidenced by this Promissory Note. Should either party be entitled to attorneys' fees as the result of a dispute arising under this Promissory Note, the Fee Deferral Agreement or the Deed of Trust, that party shall also be entitled to interest at a rate of ten percent (10%) per annum, which shall begin to accrue as of the date of the demand and shall continue until paid.

7. No previous waiver, failure, or delay by City in acting with respect to the terms of this Promissory Note, the Fee Deferral Agreement or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Promissory Note, the Fee Deferral Agreement or the Deed of Trust. A waiver of any term of this Promissory Note, the Fee Deferral Agreement or the Deed of Trust must be made in writing and will be limited to the express written terms of the waiver. All notices required or permitted in connection with this Promissory Note will be in writing and will be given at the place provided in the Deed of Trust for the giving of notices.

8. Borrower may make principal prepayments on any installment due date in addition to the regularly scheduled payment mentioned above with no penalty for such prepayment.

9. If any term or provision of this Promissory Note is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part thereof shall be stricken from this Promissory Note and such provision shall not affect the legality, enforceability, or validity of the remainder of this Promissory Note. If any provision or part of this Promissory Note is stricken in accordance with the provisions of this paragraph, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Time is of the essence with respect to every provision of this Promissory Note. This Promissory Note will be construed and enforced in accordance with California law, except to the extent that Federal laws preempt State law, and all persons and entities in any manner obligated under this Note consent to the jurisdiction of any Federal or State Court within California having proper venue and also consent to service of process by any means authorized by California or Federal law.

The contents and effect of the instruments are acknowledged, understood, and accepted in full by Borrower.

Date: _____, 202__

By: Shane Ibrahim
Its: CFO



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.16
SUBJECT: CityWorks License Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to enter into an agreement for the purchase of CityWorks software licenses in the amount of \$71,000.

Staff Contact

Kayla Rodriguez, Public Works Management Analyst, 530-661-5902, Kayla.Rodriguez@cityofwoodland.org

Fiscal Impact

In FY2021/2022, the annual cost for CityWorks licenses increased from \$34,500 to \$56,000. In FY2022/23 the fees for the licenses required by the City will again increase to \$71,000. The increase in cost will be absorbed in the current budget and no other appropriations will be required for the remainder of the fiscal year.

Background

The City has been utilizing CityWorks to track work orders and manage workload since 2002. The program is not only used for work order tracking; it is really an asset management platform that includes management of service requests, work orders, and assets. The City of Woodland and its staff are nationally recognized for their implementation of the Cityworks platform, which includes utilizing CityWorks Application Programming Interfaces (APIs) to create customized workflows and tools.

IT has developed, using the CityWorks APIs, several applications and interfaces to facilitate cross-departmental communication. For example, the Finance department and Public Works staff can manage, in real time, the monthly utility shutoffs. Since 2020, IT has also been maintaining an interface between ESRI's Citizen Reporter application and Cityworks, so staff from Public Works, Community Development, and the Police Department can manage citizen requests in a centralized location.

After meeting with CityWorks in 2020, it was determined that the City was not in compliance with the use requirements of the APIs, per our license agreement. Due to the investment in programming time, training staff, and the efficiencies these applications provide, staff determined what steps were necessary to become compliant. At that time, the City had the choice of either purchasing individual API licenses for the custom applications or to purchase the Premium Enterprise License Agreement (ELA), which gives the City access to everything that CityWorks has to offer. The cost difference was negligible, and the Premium ELA provided the City with additional advantages. As a further incentive, CityWorks agreed to ramp up the price over 3 years.

Discussion

The City has a long history of using the CityWorks program and is a premier user of CityWorks. City staff is well trained in using the program and all of the customization created internally. The program is not just utilized by Public Works, it is also utilized by Code Enforcement and PD.

Essentially, CityWorks serves as a platform underlying the City's GIS system. It tracks locations and type work done; cleaning up homeless activity and blight, Sanitary Sewer Overflows, and leaking and broken water pipes. This data is then used to prioritize repairs and larger CIP projects. CityWorks is being used to manage facility improvements and preventative maintenance. Public Works is even migrating the fleet division onto this platform, which will result in a savings when the existing fleet management program, Faster, is no longer

needed.

Conclusion

Staff recommends that Council approve entering into a license agreement with CityWorks for \$71,000.

Prepared by: Kayla Rodriguez, Public Works Management Analyst

Reviewed by: Craig Locke, Public Works Director

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

Ken Hiatt
City Manager

Attachments:

1. Woodland, CA_Cityworks License Agreement 10-24-2020_Executed
2. 22.12.14 - CityWorks Resolution

CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the **City of Woodland, California**, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

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1.1 Definitions. The terms used are defined as follows:

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- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1

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 - s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

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ARTICLE 3—GRANT OF LICENSE

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- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.1.1 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
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5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

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5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

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- Consultation and negotiation in good faith and a spirit of mutual cooperation;
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
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AZTECA SYSTEMS, LLC

By: 

Name: Brian L. Haslam

Title: President - CEO

Date: 10/27/2020

CITY OF WOODLAND, CA – (LICENSEE)

By: 

Name: Scott Casso

Title: Application Analyst

Date: 10 24 2020

ADDENDUM #1

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Server AMS Custom Cityworks Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office

--Includes the following Add-ons:

Cityworks Analytics for AMS

CCTV Interface for PACP

Pavement Management

Service Request API

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partner.

Annual fee for Server AMS herein is based on a 50,001 - 100,000 population range.

Workgroup Server PLL Essentials 5 Named Logins for:

Office

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. **Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Woodland 300 1 st Street Woodland, CA 95695
	Attn: Scott Grasso
	E-mail: scott.grasso@cityofwoodland.org
	Phone: 530.661.7971

3. **Delivery Date/Effective Date of Software**

MM/DD/YYYY

11/14/2020

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	11/14/2020 – 11/13/2021	\$34,500.00

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3. The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4. Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year one (1) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3

THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee (**City of Woodland**) engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____

Authorized Signature

Date: _____

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE ENTERING INTO THE CITYWORKS LICENSE AGREEMENT**

WHEREAS, the City of Woodland (“City”) requires software to manage the maintenance replacement and repair of numerous physical assets within its jurisdiction; and

WHEREAS, the City has a long and successful track record with using the CityWorks software; and

WHEREAS, due to staff’s familiarity with the CityWorks software they can efficiently use resources and manpower to address maintenance and operations; and

WHEREAS, the maintenance and operation of City systems increases in complexity every year; and

WHEREAS, the software tracking the City systems must also increase in complexity to keep track of new variables and provide more information; and

WHEREAS, the cost for this service increases as a result of increased development time and capabilities for the software; and

WHEREAS, the City Council wishes to approve the above mentioned license agreement and authorize its execution through the adoption of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: The City Council hereby approves City Manager to enter into a license agreement with CityWorks for \$71,000 for this year’s usage of the CityWorks system

PASSED AND ADOPTED this 20th day of December, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victoria Fernandez, Mayor

ATTEST: _____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM: _____
Ethan Walsh, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: G.17
SUBJECT: Supporting the Pursuit of Federal Funding

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, supporting efforts to secure federal funding for the Woodland Flood Risk Management Project, the SR 113 / I-5 connector, and other key infrastructure priorities.

Staff Contact:

Spencer Bowen | spencer.bowen@cityofwoodland.org

Background:

Two of the City's top priorities, the Woodland Flood Risk Management Project and the SR 113 / I-5 Connector, will require significant capital investment. Staff continues to pursue diverse funding options for these critical projects, including federal dollars.

Discussion:

Project partners and the City's federal lobbyists recommended to staff that the City Council adopt the attached resolution in order to best position Woodland for federal funding, including early 2023 Congressional earmark requests.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, supporting efforts to secure federal funding for the Woodland Flood Risk Management Project, the SR 113/I-5 Connector, and other key infrastructure priorities.

Prepared by: Spencer Bowen

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

Ken Hiatt
City Manager

Attachments:

1. Resolution Federal Funding 2022-2023

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND IN
SUPPORT OF PURSUING FEDERAL FUNDING**

WHEREAS, the City of Woodland pursues projects that will elevate the quality of life for our residents; and

WHEREAS, federal funding can make a significant local impact, particularly in large-scale infrastructure projects; and

WHEREAS, the Woodland City Council recognizes that municipalities must work creatively and collaboratively with our partners at all levels of government to deliver the best results for the public; and

WHEREAS, projects like the Woodland Flood Risk Management Project and the State Route 113 / Interstate 5 connector will enhance safety, affordability, sustainability, and equity for all Woodlanders.

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council fully supports staff's efforts to pursue federal funding for the Woodland Flood Risk Management Project, the SR113 / I-5 Connector, and any other projects that the City submits to the United States Congress for consideration.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: H.18
SUBJECT: Introduction and First Reading of an Ordinance adopting Changes to the California Building, Plumbing, Mechanical, Electrical and Existing Building Codes

Recommendation for Action: Staff recommends that the City Council waive the first reading and read by title only an ordinance adopting by reference the 2022 Edition of the California Building Standards (California Code of Regulations, Title 24), Consisting of the 2022 California Building Code Part 1 & 2; the 2022 California Residential Code Part 2.5; the 2022 California Electrical Code Part 3; the 2022 California Mechanical Code Part 4; the 2022 California Plumbing Code Part 5; the 2022 California Energy Code Part 6; the 2022 California Historical Building Code Part 8; the 2022 California Existing Building Code Part 10; the 2022 California Green Building Standards Code Part 11; the 2022 California Reference Standards Code Part 12, along with the 2021 International Property Maintenance Code; the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings; the 1997 Edition of the Uniform Housing Code; and the 1997 Edition of the Uniform Security Code, together with certain additions, insertions, deletions and changes thereto.

Staff Contact:

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

Fiscal Impact

There is no net new fiscal impact to the City associated with this amendment.

Background

Every three years, the various State and National Building Codes are revised to reflect the latest in building and fire safety standards. In 2022, the State's Building Standards Commission approved for adoption the following codes: 2022 California Building Code, 2022 California Residential Code, 2022 California Electrical Code, 2022 California Mechanical Code, the 2022 California Plumbing Code, 2022 Energy Code, 2022 Historical Building Code, 2022 California Existing Building Code, 2022 California Reference Standards and 2022 California Green Building. Other codes being adopted by the City are the 1997 Uniform Housing Code, the 1997 Uniform Security Code, 1997 Uniform Code for the Abatement of Dangerous Buildings and the 2021 International Property Maintenance Code with amendments.

According to California law, the 2022 California Building Standards Code applies to a building permit application submitted on or after the effective date to all occupancies throughout the state. The revised code will go into effect on January 1, 2023; the full text of all code material is available for public inspection in the Building Officials office.

Discussion

While the City of Woodland and other communities are required by state law to utilize the newest State adopted version of the codes, adoption of the codes (by reference) by local jurisdictions provides greater consistency among jurisdictions. This adoption process also allows for minor modifications (amendments) to the codes to reflect local conditions.

State Building Standards Law does not limit the authority of a City to establish more restrictive building standards than those contained in the code that are reasonably necessary because of local climatic, geological,

or topographical conditions. The Council could add amendments, as it sees fit, if the findings for the amendments comply with modifications based on the local climatic, geological, or topographical conditions.

Each separate amendment is composed of two parts: the findings and the text of the amendment. The findings are local justification for needing the amendment. These findings are sent to the Building Standards Commission and kept on file. The findings must be based upon local topography, climate, or geology. Administrative amendments do not require findings. See Exhibit “A” to the Ordinance for findings to support amendments to the Standards.

All current City amendments have been reviewed for applicability with the new codes. With this adoption all former amendments have been rewritten, deleted, or revised to reflect the most current needs of the City of Woodland. Some of the most substantive amendments are:

Concrete Slabs: Minimum thickness is 4 inches, with a 5 sack mix, and reinforced with re-bar 18 inches on center each way. Soils having a Plasticity Index (PI) of 15 or greater shall be considered expansive requiring floor slabs to be designed for expansive soils.

Concrete Driveways: Minimum thickness is 4 inches, with a 5 sack mix, reinforced with #3 bar 18 inches on center each way, with a 3-inch gravel base.

Asphalt Paving: 3 inches of asphalt over 8 inches Class II aggregate base.

Water piping in or under Concrete Slabs: Not permitted unless specific conditions are met.

Residential roof mount solar: Pigeon proofing shall be required on all new residential development.

Every effort is being made to keep the amendments to a minimum; this makes for consistency among jurisdictions and helps streamline the building plan checking process.

The government mandated triennial code adoption can put a tremendous strain on local governments for staff training. Staff will be attending the annual training classes. All Building Division staff will be trained in the critical changes in the new code.

Public Contact

The formal adoption action takes place at a following Council meeting after a public hearing is held. Prior to that meeting there will be two public notices: December 20, 2022 and January 17, 2023. One copy of the 2022 California Building Standards Code, uniform codes, and proposed ordinance will be available for public inspection in the Office of the Building Official. Information on the new codes will be posted on the City’s website. Many classes and seminars are being taught around the state on the new codes and are available to architects, contractors, and the general public. Links to classes and seminars on the new codes will be posted on the city website.

Conclusion

Staff recommends that the City Council waive reading and read by title only, and introduction the Ordinance to adopt by reference the 2022 Edition of the California Building Standards (California Code of Regulations, Title 24), Consisting of the 2022 California Building Code Part 1 & 2, the 2022 California Residential Code Part 2.5, the 2022 California Electrical Code Part 3, the 2022 California Mechanical Code Part 4, the 2022 California Plumbing Code Part 5, the 2022 California Energy Code Part 6, the 2022 California Historical Building Code Part 8, the 2022 California Existing Building Code Part 10, the 2022 California Green Building Standards Code Part 11, and the 2022 California Reference Standards Code Part 12; the 2021 International Property Maintenance Code; the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings; the 1997

Edition of the Uniform Housing Code; and the 1997 Edition of the Uniform Security Code, together with certain additions, insertions, deletions and changes thereto.

Prepared by: Joel Luevano, Chief Building Official

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

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

Ken Hiatt
City Manager

Attachments:

1. Building Code Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AMENDING SECTIONS 15.04.010, 15.04.020, 15.04.030, 15.04.040, 15.04.050, 15.04.060, 15.04.070,
15.04.080, 15.04.090, 15.04.100, 15.04.110 AND 15.04.120
TO ARTICLE I OF CHAPTER 15.04 OF THE WOODLAND MUNICIPAL CODE,
ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING
STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24),
CONSISTING IN PART OF THE 2022 CALIFORNIA BUILDING CODE, THE 2022
CALIFORNIA RESIDENTIAL CODE, THE 2022 CALIFORNIA ELECTRICAL CODE,
THE 2022 CALIFORNIA MECHANICAL CODE, THE 2022 CALIFORNIA PLUMBING
CODE, THE 2022 CALIFORNIA ENERGY CODE, THE 2022 CALIFORNIA HISTORICAL CODE,
THE 2022 CALIFORNIA EXISTING CODE, THE 2022 CALIFORNIA GREEN BUILDING
STANDARDS CODE AND THE 2022 CALIFORNIA REFERENCE STANDARDS CODE ; THE 2021
INTERNATIONAL PROPERTY MAINTENANCE CODE, THE
1997 EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS
BUILDINGS; THE 1997 EDITION OF THE UNIFORM HOUSING CODE; AND THE
1997 EDITION OF THE UNIFORM SECURITY CODE, TOGETHER WITH CERTAIN
ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO**

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Woodland (“City”) may adopt by reference the California Building Standards Code, 2022 Edition as provided in Title 24 and 25 of the California Code of Regulations and other codes, including, without limitation, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Housing Code, and the Uniform Security Code; and

WHEREAS, the California Building Standards Commission (“Commission”) recently adopted the 2022 Edition of the California Building Standards Code; and

WHEREAS, California Health and Safety Code Section 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City desires to adopt the California Building Standards Code with the necessary amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and

WHEREAS, the City held a public hearing on December 20, 2022 at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on December 6, 2022.

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

1. **Purpose.** The purpose of this Ordinance is to amend Sections 15.04.010, 15.04.020, 15.04.030, 15.04.040, 15.04.060, 15.04.070, 15.04.080, 15.04.090, 15.04.100, 15.04.110, 15.04.120, 15.04.130 and 15.04.140 to the City of Woodland Municipal Code,

adopting by reference the 2022 Edition of the California Building Standards Code as provided in Title 24 of the California Code of Regulations (“California Building Standards Code”), including the California Building Code, 2022 Edition (California Code of Regulations, Title 24, Part 2), which incorporates and amends the International Building Code, 2021 Edition; the California Residential Code, 2022 Edition (California Code of Regulations, Title 24, Part 2.5), which incorporates and amends the International Residential Code, 2021 Edition; the California Electrical Code, 2022 Edition (California Code of Regulations, Title 24, Part 3), which incorporates and amends the National Electrical Code, 2017 Edition; the California Mechanical Code, 2022 Edition (California Code of Regulations, Title 24, Part 4), which incorporates and amends the Uniform Mechanical Code, 2021 Edition; the California Plumbing Code, 2022 Edition (California Code of Regulations, Title 24, Part 5), which incorporates and amends the Uniform Plumbing Code, 2021 Edition; the California Existing Building Code, 2022 Edition (California Code of Regulations, Title 24, Part 8,10 and 12), which incorporates and amends the International Existing Building Code, 2018; the California Green Building Standards Code, 2022 Edition (California Code of Regulations, Title 24, Part 11); the California Building Energy Efficiency Standards, 2022 Edition; adopting by reference the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, the Uniform Housing Code, 1997 Edition, and the Uniform Security Code, 1997 Edition, together with certain additions, insertions, deletions and changes thereto, to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, electrical, plumbing, mechanical, and maintenance of all buildings or structures in the City of Woodland; provide for the issuance of permits and collection of fees set forth in the City of Woodland Comprehensive Fee Schedule; and provide for penalties for the violation of the codes adopted herein.

2. **Authority.** The City Council enacts this Ordinance under the authority granted to the City as follows:

(a) California Government Code Section 50022 et seq. authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference;

(b) California Health & Safety Code Section 17958.7 and 18941.5 authorize the City to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions

3. **Findings.** The City Council hereby finds that the proposed amendments to the 2022 California Building Standards Code are more restrictive than the standards adopted by the California Building Standards Commission, and are reasonably necessary because of local climatic, geologic or topographic conditions, based on the express findings and determinations, marked in relation to the respective amendments provided in this ordinance, described in “Exhibit A” attached hereto, and hereby adopted by the City Council as the findings to support the modifications to the California Building Standards Code.

4. **Amendment.** Article I to Chapter 15.04 of the City of Woodland Municipal Code is hereby amended in its entirety by amending Sections 15.04.010, 15.04.020, 15.04.030, 15.04.040,

15.04.050, 15.04.060, 15.04.070, 15.04.080, 15.04.090, 15.04.100, 15.04.110, 15.04.120, 15.04.130 and 15.04.140 to read as follows:

CHAPTER 15.04

BUILDING CODES

Sections:

Article I. General Provisions

15.04.010 Adoptions of the Codes and Related Appendices

15.04.020 Violation of Codes – Penalties

15.04.030 Amendments to the California Building Code

15.04.040 Amendments to the California Electrical Code

15.04.050 Amendments to the California Mechanical Code

15.04.060 Amendments to the California Plumbing Code

15.04.070 Amendments to the Uniform Code Abatement of Dangerous Buildings

15.04.080 Amendments to the Uniform Housing Code

15.04.090 Amendments to the Uniform Security Code

15.04.100 Amendments to the California Residential Code

15.04.110 Amendments to the California Green Building Standards Code

15.04.120 Amendments to the California Existing Building Code

15.04.130 Amendments to the International Property Maintenance Code

15.04.140 Amendments to the California Energy Code

Sec. 15.04.010 Adoption of Codes

- (a) The 2022 Edition of the California Building Code contained in Part 1 & 2 of Title 24 of the California Code of Regulations, which incorporates and amends the 2021 Edition of the International Building Code published by the International Code Council, together with Chapter 1, is hereby adopted by reference as the Building Code of the City of Woodland;
- (b) The 2022 Edition of the California Residential Code contained in Part 2.5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2021 Edition of the International Residential Code published by the International Code Council, is hereby adopted by reference as the Residential Code of the City of Woodland;
- (c) The 2022 Edition of the California Electrical Code contained in Part 3 of Title 24 of the California Code of Regulations, which incorporates and amends the 2020 Edition of the National Electrical Code published by the National Fire Protection Association, is hereby adopted by reference as the Electrical Code of the City of Woodland;
- (d) The 2022 Edition of the California Mechanical Code contained in Part 4 of Title 24 of the

California Code of Regulations, which incorporates and amends the 2021 Edition of the Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference as the Mechanical Code of the City of Woodland;

- (e) The 2022 Edition of the California Plumbing Code contained in Part 5 of Title 24 of the California Code of Regulations, which incorporates and amends the 2021 Edition of the Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials, together with and Appendix I, not included in the 2021 California Plumbing Code is hereby adopted as the Plumbing Code of the City of Woodland;
- (f) The 2022 Edition of the California Energy Code contained in Part 6 of Title 24 of the California Code of Regulations is hereby adopted as the Energy Code of the City of Woodland;
- (g) The 2022 Edition of the California Green Building Standards contained in Part 11 of Title 24 of the California Code of Regulations is hereby adopted as the Green Building Standards Code of the City of Woodland;
- (h) The 2022 Edition of the California Existing Building code contained in the Parts 8,10, and 12 of Title 24 of the California Code of Regulations is hereby adopted as the Existing Building code of the City of Woodland;
- (i) All appendices of the aforementioned Codes that have also been adopted by any state agency will be enforced by the City of Woodland as applicable.
- (j) The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials, is hereby adopted by reference as the Dangerous Buildings Code of the City of Woodland;
- (k) The Uniform Housing Code, 1997 Edition published by the International Conference of Building Officials, as referenced and adopted by the California Department of Housing and Community Development in Title 25 of the California Code of Regulations pursuant to Sections 17958, 17958.5, 17958.7, 17958.9 and 17959 of the California Health and Safety Code is hereby adopted by reference as the Housing Code of the City of Woodland;
- (l) The Uniform Security Code, 1997 Edition published by the International Conference of Building Officials, is hereby adopted by reference as the Security Building Code of the City of Woodland;
- (m) The International Property Maintenance Code, 2021 Edition published by the International Conference of Building Officials, is hereby adopted by reference as the Property Maintenance Code of the City of Woodland;
- (n) The above-identified codes in this Section 15.04.010 (hereinafter collectively referred to as the "Codes") are adopted for the purpose of prescribing regulations for the erection, construction, modification, repair, maintenance, demolition, use and occupancy of buildings and structures. One copy of each of the Codes shall be maintained for use and examination of the public in the Office of the Building Official.

Sec. 15.04.020 Violation of Codes - Penalties

Violation of any provision of the Codes shall subject the violator to any or all of the following: suit for civil remedy or criminal penalty, or the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

The criminal penalty for the first or second offense shall be punishable as an infraction as defined by the California Penal Code, as amended from time to time. The criminal penalty for a third offense or more, shall be punishable as a misdemeanor as defined by the California Penal Code, as amended from time to time. Nothing in this paragraph shall be construed as precluding the application of the administrative penalties provided in Chapter 9.20 of the Woodland Municipal Code.

Sec. 15.04.030 Amendments to California Building Code

The provisions of this Section 15.04.030 shall constitute local amendments to the cross-referenced provisions of the 2022 Edition of the California Building Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.030.

- (a) Section 105.3 is amended by adding Item 8 at the end of the text of that section to read as follows:

“8. The permittee or his authorized agent shall provide a list of the subcontractors whose services are required and will be part of the prime contract. The permittee, who shall be the owner of the improvements for which the permit is to be issued or the general contractor who has assumed the prime contract shall be responsible for the fees for all permits required for the completion of improvements for which the building permit applied for is to be issued. None of the forgoing shall be construed to prevent subcontractors from applying for and receiving permits upon payment of fees in accordance with other applicable ordinances.”

- (b) Section 109.2 is amended by adding at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.

In addition, Capital Improvement Facilities Fees shall be as set forth below.

(1) Facilities Fees.

- (i) Capital improvement facilities fees are hereby established as a condition of the issuance of building permits in the city. In addition to the citywide capital improvement facilities fee (the major projects financing plan fee or “MPFP”), the Spring Lake infrastructure fee (“SLIF”) is hereby established as a condition of the issuance of building permits in the Spring Lake specific plan area. The City Council shall, by separate resolutions, set forth the specific amounts of the MPFP and the

SLIF, identify the specific public improvements to be financed thereby, describe the estimated costs of these facilities, describe the reasonable relationship between such facilities and the various types of new developments, and describe the relationship between the need for the public facility and the various types of new developments.

- (ii) Facilities fees shall be paid by each applicant concurrent with the issuance of a building permit.
- (2) Limited Use of Facilities Fees. The revenues raised by payment of these facilities fees shall be placed in separate and special accounts, and such revenues, along with any interest earnings on each account, shall be used solely to:
 - (i) Pay for the City's future construction of each category of facilities described in the resolution enacted pursuant to Section 108.2(1)(i) above, or to reimburse the city for those facilities identified in the resolution which have been constructed by the city with funds advanced from other sources;
 - (ii) Reimburse developers who have installed such identified facilities which are oversized with supplemental size, length, or capacity; or
 - (iii) Allow temporary borrowing between categories of facilities fee accounts, consistent with Government Code Section 66006(a).
- (3) Supplemental Fees. An applicant may propose a project, the impact upon public facilities of which, in the judgment of the director of public works, is significantly greater than that used to calculate the standard fees. The director of public works may make such a determination on a case-by-case basis and may impose a supplemental fee on such project.

The determination shall be made based upon the application for a development permit, or upon the application for a building permit if no development permit is required, and any additional information requested by the director of public works. The director of public works may require the developer to submit engineering data, calculations, or other project information which is necessary to make a determination pursuant to this paragraph.

- (4) Administrative Guidelines. The City Council shall, by resolution, adopt Administrative Guidelines to provide procedures for the calculation, adjustment, reimbursement, credit, deferral, or waiver of the Capital Improvement Facilities Fees. However, in no event shall facilities fees be waived unless an alternative source of funding to replace the fees has been secured.”
- (d) Section 114 is amended to read as follows:

“Section 114 Violations

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure

or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Section 15.04.020 of the Woodland Municipal Code.”

- (e) Section 406.3.1 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“All concrete driveways designed to access Group U occupancies associated with private garages or carports shall be constructed with the following requirements:

- (i) The minimum thickness of concrete driveway slabs supported directly on the ground shall not be less than 4 inches.
- (ii) The minimum concrete mix shall be 5 sacks per cubic yard of concrete.
- (iii) The concrete driveway shall be reinforced with not less than No.3 bar at 18 inches on center in both directions placed at mid height of the slab or an approved alternate.
- (iv) The concrete driveway shall be underlain by a minimum of 3 inches of gravel base material.”

- (f) Section 1907.1 is amended by deleting and replacing the first paragraph with a new paragraph to read as follows:

“1907.1 General. The thickness of concrete floor slabs supported directly on the ground shall not be less than 4 inches (101.6 mm). A 10-mil (0.010 inch; 0.25 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab. The

minimum concrete mix shall be 5 sacks per cubic yard of concrete. The floor slab shall be reinforced with a minimum No. 4 bar 18 inches on center in both directions. All soils having a Plasticity Index (PI) of 15 or greater, determined in accordance with ASTM D 4318, shall be considered expansive requiring floor slabs designed complying with CBC 1808.6.2.”

- (g) The following local regulation related to asphalt paving (not involving regulations contained in the California Building Standards Code) is hereby adopted to include the following requirements for asphalt paving:

- “(i) The minimum structural section of on-site asphalt paving shall be 3 inches of asphalt concrete over 8 inches of Class II aggregate base.
- (ii) The Class II aggregate base shall be compacted to a minimum 95% over subgrade compacted to 92 %.
- (iii) The shipping areas, or other areas paved in anticipation of regular truck traffic, the minimum structural section shall be based upon the recommendations of the certified soils engineering report according to an appropriate traffic index for the anticipated use.”

Sec. 15.04.040 Amendments to California Electrical Code

The provisions of this Section 15.04.040 shall constitute local amendments to the cross-referenced provisions of the 2022 Edition of the California Electrical Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.040.

- (a) Section 89.108.4.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

Sec. 15.04.050 Amendments to California Mechanical Code

The provisions of this Section 15.04.050 shall constitute local amendments to the cross-referenced provisions of the 2022 Edition of the California Mechanical Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.050.

- (a) Section 1.8.4.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal

government agency, or any public agency or district.”

Sec. 15.04.060 Amendments to California Plumbing Code

The provisions of this Section 15.04.060 shall constitute local amendments to the cross-referenced provisions of the 2022 Edition of the California Plumbing Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.060.

- (a) Section 104.3.2 is amended by adding, at the end of the text of that section, a new paragraph to read as follows:

“Permit fees for each application shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

- (b) Section 609.3 is amended by adding, at the beginning of the text of that section, a new paragraph to read as follows:

“Water piping within a building shall not be installed in or under a concrete slab resting on the ground without prior approval of the Building Official.”

Sec. 15.04.070 Amendments to the Uniform Code for the Abatement of Dangerous Buildings

The provisions of this Section 15.04.070 shall constitute local amendments to the cross-referenced provisions of the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.070.

- (a) Section 201 is amended, by adding at the end of the text of that section, the following new subsections:

“201.4 Authority to Disconnect Utilities. The Building Official or the Building

Official's authorized representative shall have the authority to disconnect a utility service or energy supplied to the building, structure or building equipment therein regulated by this Code, or the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code, in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner and occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify such serving utility, owner and occupant of the building, structure or building service equipment, in writing, of such disconnection immediately thereafter.

201.5 Authority to Condemn Building Service Equipment. When the Building Official ascertains that building service equipment regulated in the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code has become hazardous to life, health, or property, or has become unsanitary, the Building

Official shall order in writing that such equipment either be removed or restored to a safe or sanitary condition, as appropriate. The written notice itself shall fix a time limit of compliance with such order. Defective building service equipment shall not be maintained after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the City of Woodland's Building Code, Residential Code, Mechanical Code, Plumbing Code, or Electrical Code, and in violation of a notice issued pursuant to the provisions of this section, the Building Official shall institute appropriate action to prevent, restrain, correct, or abate the violation.

201.6 Connection after Order to Disconnect. Persons shall not make connections from an energy, fuel or power supply nor supply energy or fuel to building service equipment which has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment."

(b) Section 302 is hereby deleted and replaced to read as follows:

"Section 302 Dangerous Buildings.

For the purpose of this code, the words set out in this section shall have the following meaning:

- A. "Abandoned building or structure" means any building or structure which has not been actively utilized for a lawful purpose, which has not been maintained, and which has not been rendered inaccessible to members of the public by boarding or similar means, for a continuous period of not less than six months.
- B. A "dangerous building or structure" means that the condition or defect hereinafter described exists to the extent that life, health, property or safety of the public or its occupants are endangered:
 - (1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size, or is not so arranged as to provide safe and adequate means of exit in case of fire or panic;
 - (2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of a fire or panic;
 - (3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the city building code for new buildings of similar structure, purpose or location;
 - (4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the city building code for new buildings of similar structure, purpose or

location;

- (5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;
- (6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the city building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the city building code for such buildings;
- (7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction;
- (8) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, or decay; faulty construction; the removal, movement or instability of any portion to the ground necessary for the purpose of supporting such building; the deterioration, decay or inadequacy of its foundation; or any other cause, is likely to partially or completely collapse;
- (9) Whenever for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used;
- (10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb-line passing through the center of gravity does not fall inside the middle of one-third of the base;
- (11) Whenever the building or structure, exclusive of the foundation, shows thirty-three percent or more damage or deterioration of its supporting member or members, fifty percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings;
- (12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated through lack of maintenance, as to become an attractive nuisance to children; a harbor for vagrants, criminals or immoral persons; or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts;
- (13) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion, less than fifty percent, or in any supporting part, member or portion less than sixty-six percent of the strength, fire-resisting qualities or characteristics, or weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location;
- (14) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise is determined by

the code enforcement officer, to be unsanitary, unfit for human habitation or in such condition that is likely to cause sickness or disease;

- (15) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, faulty gas connections or heating apparatus, faulty construction, or other cause, is determined by the code enforcement officer to be a fire, health, or safety hazard;
- (16) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure;
- (17) Wherever any building or structure is abandoned.”

Sec. 15.04.080 Amendments to Uniform Housing Code

The provisions of this Section shall constitute local amendments to the cross-referenced provisions of the 1997 Edition of the Uniform Housing Code and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this chapter.

Chapter 10 is hereby deleted and replaced to read as follows:

“Section 1001 Definitions

1001.1 General. Any building or portion thereof that is determined to be an unsafe building in accordance with Section 1.1.2 of the California Building Code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section and the definition of “substandard building” as set forth in the state of California, Health and Safety Code 17920.3, as amended, to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard a building.

1001.2 Inadequate Sanitation shall, include but not limited to, the following:

1. Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.
2. Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
3. Lack of, or improper kitchen sink.
4. Lack of hot and cold running water to plumbing fixtures in a hotel.
5. Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
6. Lack of adequate heating.
7. Lack of, or improper operation of required ventilating equipment.
8. Lack of minimum amounts of natural light and ventilation required by this code.

9. Room and space dimensions less than required by this code.
10. Lack of required electrical lighting.
11. Dampness of habitable rooms.
12. Infestation of insects, vermin or rodents as determined by the code enforcement officer.
13. Visible mold growth, as determined by a code enforcement officer, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.
14. General dilapidation or improper maintenance.
15. Lack of connection to a functional sewage disposal system.
16. Lack of adequate garbage and rubbish storage and removal facilities as determined by the code enforcement officer.
17. Lack of an adequate and safe water supply.

1001.3 Structural Hazards shall include, but not limited to, the following:

1. Deteriorated or inadequate foundations.
2. Defective or deteriorated flooring or floor supports.
3. Flooring or floor supports of insufficient size to carry imposed loads with safety.
4. Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
5. Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
6. Members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
7. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
8. Fireplaces or chimneys which list, bulge or have settled, due to defective materials or deterioration.
9. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
10. Cesspools and septic tanks which are structurally unsound.

1001.4 Any nuisance. Any condition constituting a nuisance in Chapter 9.04.

1001.5 Hazardous Electrical wiring. Electrical wiring that was installed in violation of code

requirements in effect at the time of installation or electrical wiring not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not being used in a safe manner.

1001.6 Hazardous Plumbing. Plumbing that was installed in violation of code requirements in effect at the time of installation or plumbing not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good condition or that is not free of cross-connections or siphonage between fixtures or that is not being used in a safe manner.

1001.7 Hazardous Mechanical Equipment. Mechanical equipment, including vents, that was installed in violation of code requirements in effect at the time of installation or mechanical equipment not installed in accordance with generally accepted construction practices in areas where no codes were in effect or that has not been maintained in good and safe condition.

1001.8 Faulty Weather Protection shall include, but not limited to, the following:

1. Deteriorated, crumbling, or loose plaster.
2. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken window or doors.
3. Defective or lack of weather protection for exterior wall coverings, including lack of paint or weathering due to lack of paint or other approved protective covering.
4. Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

1001.9 Fire Hazard. Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

1001.10 Faulty Materials of Construction. All materials of construction, except those which are specifically allowed or approved by this code and the Building Code, and which have been adequately maintained in good and safe condition.

1001.11 Hazardous or unsanitary premises. Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

1001.12 Inadequate Maintenance. Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance in accordance with the attest edition of the Building Code.

1001.13 Inadequate Exits. All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy. When an unsafe condition exists through lack of, or improper location of,

exits, additional exits may be required to be installed.

1001.14 Inadequate Fire-protection or Firefighting Equipment. All buildings or portions thereof not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fireextinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

1001.15 Improper Occupancy. All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

1001.16 Inadequate Structural Resistance. Any building or portion thereof that is determined to be an unsafe building due to inadequate structural resistance to horizontal forces in accordance with the Building Code.”

“Substandard building: includes a building not in compliance with Health and Safety Code Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered or converted in violation of those requirements in effect at the time of construction, alterations, or conversion.”

Sec. 15.04.090 Amendments to Uniform Security Code

The provisions of this Section shall constitute local amendments to the 1997 Edition of the Uniform Security Code.

(a) Section 1020 is hereby added to read as follows:

“Section 1020 Residential Buildings.

C. Street numbers and other identifying data shall be displayed as follows:

- (1) All residential dwellings shall display a lighted street number in a prominent location on the street side of the residence entrance in such a position that the number is easily visible to approaching emergency vehicles. The numerals shall be no less than four inches in height. If the house number is located on the garage wall it shall be on the wall closest to the front entrance.
- (2) There shall be positioned at each entrance of a multiple-family dwelling complex an illuminated diagrammatic representation of the complex which shows the location of the viewer and the unit designations within the complex. In addition, each individual unit within the complex shall display a prominent identification number, not less than four inches in height and illuminated which is easily visible to approaching vehicular and/or pedestrian traffic.
- (3) The above two sections may be modified by the Fire Marshal.

D. Lighting in multiple-family dwellings shall be as follows:

- (1) Aisles, passageways, and recesses related to and within the building complex shall be illuminated with an intensity of at least twenty-five one hundredth foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.
- (2) Open parking lots and carports shall be provided with a maintained minimum of one foot-candle of light on the parking surface during the hours of darkness. Lighting devices shall be protected by weather and vandalism resistant covers.”

(b) Section 1021 is hereby added to read as follows:

“Section 1021 Commercial Buildings.

- (a) Windows shall be deemed accessible if less than twelve feet above ground. Accessible windows having a pane exceeding ninety-six square inches in an area with the smallest dimension exceeding six inches and not visible from a public or private thoroughfare shall be protected in the following manner:
 - (1) Fully tempered glass or burglary resistant glazing (Fire Department approval required); or
 - (2) The following window barriers may be used but shall be secured with non-removable bolts:
- (b) Inside or outside iron bars of at least one-half-inch round or one by one-quarter-inch flat steel material spaced not more than five inches apart and securely fastened; or
- (c) Inside or outside iron or steel grills of at least one-eighth inch material with not more than a two-inch mesh and securely fastened.
 - (1) If a side or rear window is of the type that can be opened, it shall, where applicable, be secured on the inside with either a slide bar, bolt, crossbar, auxiliary locking device, and/or padlock with hardened steel shackle, a minimum four pin tumbler operation.
 - (2) The protective bars or grills shall not interfere with the operation of opening windows if such windows are required to be openable by the Building Code or by the Fire Code for required access openings for firefighting purposes. (Fire Department approval required).
- (d) All exterior transoms exceeding ninety-six square inches on the side and rear of any building or premises used for business purposes shall be protected by one of the following:
 - (1) Fully tempered glass or rated burglary resistant glazing (Fire Department approval may be required); or

(2) The following barriers may be used but shall be secured with non-removable bolts:

- i. Outside iron bars of at least one-half inch round or one by one-quarter-inch flat steel material, spaced no more than five inches apart and securely fastened, or
- ii. Outside iron or steel grills of at least one-eighth inch with not more than a two-inch mesh and securely fastened;
- iii. The protective bars or grills shall not interfere with the operation of opening the transoms if such transoms are required to be openable by the Building Code.

(e) Roof openings shall be equipped as follows:

(1) All skylights on the roof of any building or premises used for business purposes shall be provided with:

- i. Rated burglary resistant glazing; or
- ii. Iron bars of at least one-half-inch round or one by one-fourth-inch flat steel material under the skylight and securely fastened.
- iii. Steel grill of at least one-eighth-inch material with a maximum two-inch mesh under the skylight and securely fastened.

(2) All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows:

- i. If the hatchway is of wooden material, it shall be covered on the inside with at least sixteen U.S. gauge sheet metal, or its equivalent, attached with screws.
- ii. The hatchway shall be secured from the inside with a slide bar or slide bolts. (Fire Department approval required.)
- iii. Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.

(3) All air duct or air vent openings exceeding ninety-six square inches on the roof or exterior walls of any building or premises used for business purposes shall be secured by covering the same with either of the following:

- i. Iron bars on at least one-half inch round or one by one-fourth inch flat steel material spaced no more than five inches apart and securely fastened; or
- ii. Iron or steel grills of at least one-eighth-inch material with a maximum two-inch mesh and securely fastened.

(4) If the barrier is on the outside, it shall be secured with bolts which are non-

removable from the exterior.

- (5) The above (3) and (4) must not interfere with venting requirements creating a potentially hazardous condition to health and safety or conflict with the provisions of the Building Code or Mechanical Code.
- (f) Permanently affixed ladders leading to roofs shall be fully enclosed with sheet metal to a height of eight feet. This covering shall be locked against the ladder with a case hardened hasp, secured with non-removable screws or bolts. Hinges on the cover shall be provided with non-removable pins when using pin-type hinges. If a padlock is used, it shall have a hardened steel shackle, locking at both heel and toe, and a minimum five pin tumbler operation with non-removable key when in an unlocked position.
- (g) A building located within eight feet of utility poles or similar structures which can be used to gain access to the building's roof, windows, or other openings shall have such access area barricaded or fenced with materials to deter human climbing.
- (h) The following standards shall apply to lighting, address identification and parking areas:
 - (1) The address number of every commercial building shall be internally illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than six inches in height. This standard may be modified by the Fire Marshal.
 - (2) All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one foot-candle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s).
 - (3) Open parking lots, and access thereto, providing more than ten parking spaces and for use by the general public, shall be provided with a maintained minimum of one foot-candle of light on the parking surface from dusk until the termination of business every operating day.”

Sec. 15.04.100 Amendments to the California Residential Code

The provisions of this Section 15.04.100 shall constitute local amendments to the cross-referenced provisions of the 2022 Edition of the California Residential Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.100.

- (a) Section R105.3 is amended by adding Item 8 at the end of the text of that section to read as follows:

“8. The permittee or his authorized agent shall provide a list of the subcontractors whose services are required and will be part of the prime contract. The permittee, who shall be the owner of the improvements for which the permit is to be issued or the general contractor who has assumed the prime contract shall be responsible for the fees for all permits required for the completion of improvements for which the building permit applied for is to be

issued. None of the forgoing shall be construed to prevent subcontractors from applying for and receiving permits upon payment of fees in accordance with other applicable ordinances.”

- (b) Section R108.2 is amended to read as follows:

“R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, the fee for each permit shall be as set forth in the “The City of Woodland Comprehensive Fee Schedule,” except for permits issued covering work performed on buildings or structures owned, leased, or operated by any City, County, State, Federal government agency, or any public agency or district.”

- (c) Section R113 is amended to read as follows:

“Section R113 Violations.

R113.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

R113.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a detail statement or a plan approved thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

R113.3 Prosecution of violation. If the notice of violation is not complied with in the time prescribed by such notice, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

R113.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or, repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Section 15.04.020 of the Woodland Municipal Code.”

- (d) Section R403.1.8 is amended by deleting the “Exception” and replacing with:

“Note: Refer to Section R506 for alterations, additions, and accessory buildings.”

- (e) Section R506 is amended by adding after the section heading:

“Note: This section is limited to alterations, additions, and accessory buildings.”

- (f) Section R506.1 is amended to read as follows:

R506.1 General. Concrete slab-on-ground floors shall be a minimum 4 inches (101.6mm) thick (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2.

- (g) Section R506.2.4 of the California Residential Code is **deleted and replaced with the following**:

“R506.2.4 Reinforcement support. Where provided in slabs on ground, reinforcement shall be supported to remain in place from the center to upper one third of the slab for the duration of the concrete placement. Reinforcement shall be a minimum of #4-bar at 18 inches on center in both directions.”

Sec. 15.04.110 Amendments to California Green Building Standards Code

The provisions of this Section 15.04.110 shall constitute local amendments to the cross-referenced provisions of the 2022 Edition of the California Green Building Standards Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.110.

Sec. 15.04.120 Amendments to California Existing Building Code

The provisions of this Section 15.04.120 shall constitute local amendments to the cross-referenced provisions of the 2022 Edition of the California Green Building Standards Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.120.

Sec. 15.04.130 Amendments to International Property Maintenance Code

The provisions of this Section 15.04.130 shall constitute local amendments to the cross-referenced provisions of the 2021 Edition of the International Property Maintenance Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.130.

Sec. 15.04.140 Amendments to California Energy Code

The provisions of this Section 15.04.140 shall constitute local amendments to the cross-referenced provisions of the 2022 Edition of the California Energy Code, and shall be deemed to replace the cross-referenced section in said Code with the respective provisions set forth in this Section 15.04.140.

Section 150.0 (c) 14 is amended by adding the following:

Pigeon proofing shall be required on roof mount solar in new residential development.

1. **Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.
2. **Publication.** The City Clerk shall certify to the adoption of this ordinance and shall cause a summary thereof to be published at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and with fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code Section 36933.
3. **Effective Date.** This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect on February 15, 2023 which is to be no less than thirty (30) days from and after the date of its final passage and adoption.
4. **CEQA.** The City Council finds that the changes made to the Codes are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire. Therefore, it can be seen with certainty that adoption of this Ordinance will not have a significant adverse effect on the environment and is therefore exempt from California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a notice of exemption within five (5) days of the adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 20th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney

Exhibit A

Findings to Support Amendments to the 2022 Edition of the California Building Standards Code

This Exhibit A provides the express findings and determinations (where necessary pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5) justifying the City of Woodland's amendments to the 2022 Edition of the California Building Code, the 2022 Edition of the California Electrical Code, the 2022 Edition of the California Mechanical Code, the 2022 Edition of the California Plumbing Code, the 2022 Edition of the California Residential Code and the 2022 California Energy Code (codified in Title 24 of the California Building Standards Code) as reasonably necessary because of local climatic, geologic or topographic conditions.

Sec 15.04.030 Amendments to California Building Code

Amendment Section, pursuant to Ord. No.	Building Code Section Impacted	Amendment	Justification (see below key to justifications)
Sec. 15.04.030	Section 105.3	Adds text regarding subcontractors and permits	A
Sec. 15.04.030	Section 109.2	Adds text authorizing permit fees, as established by separate City Council resolutions	A
Sec. 15.04.030	Section 114	Amends text regarding violations and penalties	A
Sec. 15.04.030	Section 406.3.1	Adds text regarding concrete driveways	B
Sec. 15.04.030	Section 1907.1	Deletes and replaces the first paragraph regarding concrete floor slabs	B
Sec. 15.04.030	N/A	Adds local language related to asphalt paving	B

Sec 15.04.040 Amendments to California Electrical Code

Amendment Section, pursuant to Ord. No.	Electrical Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 15.04.040	Section 89.108.4.2	Adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A

Sec 15.04.050 Amendments to California Mechanical Code

Amendment Section, pursuant to Ord. No.	Mechanical Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 15.04.050	Section 1.8.4.2	Adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A

Sec 15.04.060 Amendments to California Plumbing Code

Amendment Section, pursuant to Ord. No.	Plumbing Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 15.04.060	Section 1.8.4.2	Deletes text and adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A
Sec. 15.04.060	Section 609.3	Adds text regarding installation of water piping	C

Sec 15.04.100 Amendments to California Residential Code

Amendment Section, pursuant to Ord. No.	Plumbing Code Section Impacted	Amendment	Justification (see below for justifications)

Sec. 15.04.100	Section R105.3	Adds text regarding subcontractors and permits	A
Sec. 15.04.100	Section R108.2	Deletes text and adds text regarding how permits fees are set forth in “The City of Woodland Comprehensive Fee Schedule”	A
Sec. 15.04.100	Section R113	Amends text regarding violations and penalties	A
Sec. 15.04.100	Section R403.1.8	Deletes text and adds text regarding foundations and floor slabs	B
Sec. 15.04.100	Section R506	Adds text regarding a note that this section refers to alterations, additions and accessory buildings	B
Sec. 15.04.100	Section R506.1	Deletes and replaces text regarding concrete floor slabs	B
Sec. 15.04.100	Section R506.2.4	Deletes and replaces text regarding reinforcement for ground slabs	B

Sec 15.04.140 Amendments to California Energy Code

Amendment Section, pursuant to Ord. No.	Electrical Code Section Impacted	Amendment	Justification (see below for justifications)
Sec. 15.04.140	Section 150.1 (c) 14	Adds text requiring pigeon proofing on roof mount solar in new residential development.	A

Justifications KEY: Findings to Support Amendments to California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code and California Residential Code

A - This amendment is necessary for administrative clarification, and does not modify a building standard pursuant to California Health & Safety Code Sections 17958, 17958.7 and/or 18941.5. This amendment establishes administrative standards for the effective enforcement of the building standards in the City of Woodland.

B - This amendment is reasonably necessary because of the following local climatic, geological, or topographical conditions:

- (i) Local soil conditions (clay soils) tend to be highly expansive, thereby subject to shrinking and swelling during seasonal drying and wetting conditions, and can cause damage to the foundation and other parts of a structure;
- (ii) The minimum requirements set forth in the amendment is a more restrictive standard, which will better avoid damage due to the pumping action caused by local expansive soils;
- (iii) The type and thickness of the materials set forth in the amendment are more restrictive and will better prevent damage, which can occur from the local condition of highly expansive soils in the City of Woodland.

C - This amendment is reasonably necessary because of the following local climatic, geological, or topographical conditions:

- (i) City of Woodland is within an active seismic area;
- (ii) Local soil conditions (clay soils) tend to be highly expansive (i.e. shrink—swell behavior);
- (iii) The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of the soil;
- (iv) City of Woodland has hard water, which is corrosive to ferrous and non-ferrous metals;
- (v) The ground water table is unusually high in many places;
- (vi) Therefore, restrictions on the installation of water piping in or under a concrete slab floor as set forth in the amendment is a more restrictive standard which will better prevent damage which can result from these local conditions described here in items (i) through (v).



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: H.19
SUBJECT: Extension of Urgency Ordinance Moratorium on Truck and Trailer Parking, Storage, and Overhaul

Recommendation for Action: Staff recommends that the City Council: 1) Hold a public hearing to receive a staff report regarding the Urgency Ordinance adopted by City Council on November 15, 2022; 2) Issue a Report on Measures Taken to Study Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities in the Industrial (I) Zone in the City of Woodland; and 3) Introduce and waive the first reading of Ordinance No. _____ by a Four-Fifths Vote Extending Urgency Ordinance No. 1697 which imposed a 45-day Moratorium on the Establishment of Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal Facilities in the Industrial Zone within the City of Woodland.

Staff Contact:

Cindy Norris, Principal Planner, (530) 661-5911, cindy.norris@cityofwoodland.org

Fiscal Impact:

Fiscal impact will involve staff and City Attorney time to research and prepare ordinance documents and analysis related to truck and trailer parking, storage and overhaul for the Comprehensive Zoning Code update.

Background:

On November 15, 2022, the City Council adopted an Urgency Ordinance establishing a moratorium in the Industrial zone on the establishment of new or the expansion of existing Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities. Pursuant to Government Code Section 65858, the Ordinance is effective for forty-five days, or until December 30, 2022, unless the City Council further extends it. The City Council is permitted to extend Ordinance No. 1697 for an additional ten months and fifteen days (One year) to November 15, 2023. The maximum time allowed for a moratorium is two years with extensions.

Existing City Zoning Code Provisions

The City's existing Zoning Code regulates the location of truck and trailer parking, storage, and repair in the Industrial (I) zone, which are allowed as a permitted use where not adjacent to residential areas.

Existing Conditions

The City has been experiencing a significant increase in uses that provide for the parking, long term storage, repair and overhaul, of large trucks and trailers in multiple zones. In the Industrial/Light Industrial Flex (I/LIF) zone, the storage and parking of large trucks and trailers, and major repair is subject to either a zoning administrator permit or a conditional use permit. Outdoor storage (including trucks or trailers) in the I/LIF zone is only allowed as an accessory use on a site with a permitted primary business and structure, and all outdoor storage must be screened. The city has several on-going code enforcement cases regarding illegal truck storage facilities in the I/LIF zone that have occupied sites in a manner that is not consistent with current Zoning Code requirements.

In the I zone, the parking, storage, repair and overhaul are allowed as permitted uses where they are not

adjacent to residential areas. Such uses generally require larger amounts of land, and do not generally provide for site improvements, employ local workers, or provide point of sale revenue. In addition, businesses with large numbers of trucks degrade the city's roadway network but have not been required to invest in funding future improvements. Further, these sites tend to be minimally improved due to the low cost to operate and they remove valuable land from the development stream. These facilities are often located in areas that have higher base tax rates, but provide no return. Further, such uses can present a negative image of existing and prospective desirable businesses, and damage the vitality and synergistic opportunities in the I zone, thereby harming the overall development potential in the community. The General Plan includes policy 2.A.2, which states that the City should maintain high expectations for development as land is a finite resource, given the City's Urban Limit Line. Other related General Plan policies include policy 3.K.2, which provides that the city considers user fees or maintenance districts to address transportation infrastructure maintenance needs, policy 4.A.1, which states that the city shall focus on projects that will maximize long-term net revenues and diversify the city's economic base, and policy 4.B.3 which requires new development to pay its fair share of needed public facilities and infrastructure improvements and maintenance.

Recently, the city received interest in a larger truck parking facility (over 500 trucks) on a property located along the city's eastern boundary. The extent of the number of trucks proposed would create a significant impact on the city in addition to existing trucking businesses. This type of facility often takes up large amounts of land area that is often located in areas that have higher base tax rates. These uses generally have very low employment and generate no sales tax. Therefore, it is staff's opinion that such uses do not promote the City's goals of achieving aesthetic, fiscal health, or fostering economic growth in the community.

The proliferation of truck parking, storage, and repair and overhaul uses in Woodland, particularly in the industrial zones, poses a threat to public health, safety and welfare in that expansion of such uses depreciates the potential tax base, presents a negative image to existing and prospective desirable business, and damages the vitality and synergistic opportunities in the industrial district thereby harming the overall development potential in the community. The City did not anticipate the number and intensity of proposed inquiries in the industrial zones for truck parking, storage, repair and overhaul facilities, and through approval of the initial urgency ordinance, the City Council found that there are resulting impacts previously unanticipated by the City that should be further considered.

At this time, staff is recommending that the City Council consider extending the moratorium an additional ten (10) months and 15 days, to November 15, 2023 to prohibit truck parking facilities, including Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities from locating in the Industrial District of the City of Woodland until the Comprehensive Zoning Code update is adopted. At that time, the moratorium would be null and void.

Discussion:

Urgency Ordinance

Ordinance 1697 imposed an immediate moratorium on the establishment of new Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities in the Industrial Zone in the City of Woodland. It set forth the reasons for the urgent need for the ordinance. It specifically stated that no application for a building permit, business permit, conditional use permit, or any entitlement for the establishment or expansion of a Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities facility shall be approved during the term of the moratorium established by the Ordinance.

The government Code allows the City Council to adopt an urgency ordinance (Ordinance 1697) which became effective immediately and remains in effect for 45 days unless extended within those 45 days. An urgency ordinance requires a 4/5 vote for adoption and requires the City Council to make findings that the ordinance is being adopted for the immediate protection of public health, safety, and welfare. The intent of such an urgency ordinance would be for it to remain in effect only until the City Council adopts the Comprehensive Zoning

Code update to regulate Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities within the City of Woodland to prevent further over-saturation and to avoid impacts associated with such uses. The proposed ordinance extension would go into effect immediately and would remain in effect until November 15, 2023, unless further extended.

Conclusion:

Staff recommends that the City Council: 1) Hold a public hearing to receive a staff report regarding the Urgency Ordinance adopted by City Council on November 15, 2022; 2) Issue a Report on Measures Taken to Study Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities in the Industrial (I) Zone in the City of Woodland; and 3) Introduce and waive the first reading of Ordinance No. _____ by a Four-Fifths Vote Extending Urgency Ordinance No. 1697 which imposed a 45-day Moratorium on the Establishment of Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal Facilities in the Industrial Zone within the City of Woodland.

Prepared by: Cindy Norris, Principal Planner

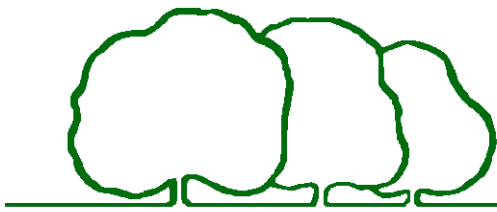
Reviewed by: Brent Meyer, Community Development Director / City Engineer

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a stylized, flowing script.

Ken Hiatt
City Manager

Attachments:

1. Report on measures taken during 45 Day Expiration of Urgency Moratorium Ordinance
2. Urgency Ordinance Extension Truck Parking Storage and Repair in the Industrial Zone



DATE: December 20, 2022

TO: Woodland City Council

SUBJECT: Report on Measures Taken to Alleviate the Conditions that led to the Adoption of Ordinance No. 1697, an Urgency Interim Zoning Ordinance Establishing a Moratorium on Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal Facilities in the Industrial Zone in the City of Woodland.

On November 15, 2022, the Woodland City Council adopted Ordinance No. 1697, an interim urgency zoning ordinance that imposed a moratorium on the establishment of Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities in the Industrial zone in the City of Woodland. Ordinance No. 1697 was adopted pursuant to Government Code Section 65858, which provides that an interim moratorium expires 45 days from the date of its adoption, unless the ordinance is extended by the Woodland City Council after additional notice and public hearing. The moratorium is set to expire on December 30, 2022.

Government Code Section 65858(d) requires that at least ten (10) days prior to the expiration of the moratorium, the Woodland City Council must issue a written report describing the measures taken to alleviate the condition that led to adoption of the Ordinance. The conditions that led to adoption of the interim moratorium were listed in Ordinance No. 1697, and are still in existence as of the date of this report. The following is a report of the measures and actions that have been taken by the City and other governmental agencies since November 15, 2022, to alleviate the conditions set forth in Ordinance No. 1697:

- During the course of the moratorium, City staff has continued to study the issue of regulation of Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer Parking, Park and Ride Lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities. These efforts have included studying how other cities have opted to regulate similar uses and evaluating goals and policies in the 2035 General Plan.
- The City continues to work on a Comprehensive Zoning Ordinance, through which consideration of appropriate permitted, conditionally permitted and prohibited uses in Industrial zone is being analyzed with completion this effort anticipated on or before September 2023.

URGENCY ORDINANCE NO. _____

**AN URGENCY INTERIM ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF WOODLAND PURSUANT TO GOVERNMENT CODE
65858 EXTENDING URGENCY ORDINANCE 1697 FOR AN
ADDITIONAL TEN MONTHS AND FIFTEEN DAYS TO CONTINUE
THE TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF
NEW, OR EXPANSION OF, EXISTING TRUCK AND TRAILER
PARKING, STORAGE, AND REPAIR AND OVERHAUL FACILITIES IN
THE INDUSTRIAL DISTRICT**

WHEREAS, on November 15, 2022, pursuant to section 65858 of the California Government Code, the City Council of the City of Woodland adopted Ordinance 1697 an Urgency Ordinance establishing a moratorium in the Industrial zone on Truck and Trailer Service Repair and Overhaul; Parking Facilities, Including Truck and Trailer Parking, Park and Ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities; and

WHEREAS, Government Code 65858 also provides that prior to the expiration of Ordinance 1697, the City Council may extend Ordinance 1697, for up to an additional ten (10) months and fifteen (15) days after giving notice pursuant to Government Code 65090 and conducting a public hearing; and

WHEREAS, on November 15, 2022, the City Council authorized the issuance of a written report describing the measures and actions taken by the City to alleviate the circumstances and conditions that lead to the adoption of Ordinance 1697, since its adoption on November 15, 2022, as required by Government Code Section 65858(d) (Council Report); and

WHEREAS, based on the Council Report, the City Council has determined that the circumstances and conditions that led to the adoption of Ordinance 1697, which are set forth in the recitals of Ordinance 1697, and are fully incorporated herein by reference, have not been alleviated as of the date of this Ordinance and continue to create the concerns described in Ordinance 1697; and

WHEREAS, the City Council now seeks to extend the temporary moratorium on the establishment of new, or expansion of existing, Truck and Trailer Service Repair and Overhaul; Parking Facilities, including truck and trailer parking, park and ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities, as currently authorized by Ordinance 1697, to continue studying zoning regulations through the preparation of the Comprehensive Zoning code update to help ensure that such uses are located in a manner consistent with the goals and policies of the General Plan; and

WHEREAS, the purpose of extending Ordinance 1697, is to avoid the potentially significant adverse impacts to the public's health, safety, and welfare described in Ordinance 1697, until November 15, 2023; and

WHEREAS, the notice and public hearing required by Government Code section 65858 for the extension of Ordinance 1697, has been provided in accordance with applicable law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES

HEREBY ORDAIN AS FOLLOWS:

Section 1. Adoption of this Urgency Ordinance (Ordinance) shall constitute an extension of Ordinance 1697, pursuant to Government Code Section 65858.

Section 2. During the time the Ordinance is in effect, the City shall not approve or issue land use approvals or permits, including but not limited to, use permits, building permits, variances, zoning code amendments, tentative subdivision or parcel maps, site plan approvals, design review approvals, or other permits or entitlements, whether administrative or discretionary, for Truck and Trailer Service Repair and Overhaul; Parking Facilities, including truck and trailer parking, park and ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities.

Section 3. The City Council hereby enacts this Interim Urgency Ordinance by not less than a four-fifths vote, and in light of the findings set forth in Ordinance No.1697, under the authority granted to it by Article XI, Section 7 of the California Constitution and Government Code Section 65858, which allows the City to adopt an urgency ordinance, in order to protect the public safety, health, and welfare, prohibiting any uses that may be in conflict with a zoning proposal that the City Council, Planning Commission, or Community Development Department is considering or studying or intends to study within a reasonable time.

Section 4. The City Council hereby finds and determines that the recitals set forth above are hereby adopted and incorporated herein as a portion of the City Council's findings in support of the adoption of this Ordinance and that the adoption of this Ordinance and the extension of Ordinance No. 1697 is necessary for the current and immediate protection of the public health, safety, and welfare of the City and its residents for all the reasons set forth in the recitals above, the recitals of Ordinance 1697, the Council Report, and the agenda report prepared in connection with this Ordinance, which are hereby expressly incorporated as though fully set forth herein, and for the following additional reasons:

- The City continues to study the issue of regulation of Truck and Trailer Service Repair and Overhaul; Parking Facilities, including truck and trailer parking, park and ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities, which includes studying how other cities have opted to regulate similar uses, evaluating goals and policies in the 2035 General Plan.
- The City continues to work on development of the Comprehensive Zoning Code update, through which consideration of appropriate permitted, conditionally permitted, and prohibited uses is being analyzed with completion of this effort anticipated on or before September 2023.

Section 5. The City Council hereby directs the Community Development Department to continue considering and studying possible means of regulating or prohibiting Truck and Trailer Service Repair and Overhaul; Parking Facilities, including truck and trailer parking, park and ride lots; RV, Boat, Auto, Truck and Trailer Storage; and Truck Terminal facilities.

Section 6. Ten days prior to the expiration of this Ordinance, the City Council shall issue a written report describing the measures that the City has taken to alleviate the conditions that led

to the adoption of this Ordinance.

Section 6. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance and establishment of a moratorium on truck and trailer parking, storage, and repair and overhaul facilities will have a significant effect on the environment because the Ordinance will maintain current levels of development and will not permit any truck and trailer parking, storage, and repair and overhaul facility that may have a significant impact on aesthetics or traffic levels. It is therefore exempt from any California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

Section 7. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this 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

Section 8. The City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation, printed and published in Woodland, California

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Woodland City Council this 20th Day of December, 2022 by the following vote.:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ana B. Gonzalez, City Clerk

Vicky Fernandez, Mayor

Approved as to Form

Ethan Walsh
City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: H.20
SUBJECT: Amendments to the Accessory Dwelling Unit Ordinance Section 17.104.010 to Ensure Compliance with State Requirements

Recommendation for Action: Staff recommends that the City Council: 1.) Receive the Staff Report; 2.) Conduct a public hearing; and 3.) Waive first reading and adopt an ordinance of the City of Woodland, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units, and determining the ordinance to be exempt from CEQA.

Staff Contact:

Cindy Norris, Principal Planner (530) 661-5911, cindy.norris@cityofwoodland.org

Fiscal Impact:

Required staff and City Attorney time to review state legislation and prepare the ordinance and accompanying documents.

Report in Brief:

The proposed ordinance amends Chapter 17 of the Woodland Municipal Code to impose new limits on local authorities to regulate Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) in compliance with the provisions of Government Code sections 65852.2 and 65852.22 as amended by recently approved legislation, Senate Bill 897 (SB 897) and Assembly Bill 2221 (AB 2221).

The new legislation provides additional fine tuning to the existing ADU ordinance. State law limits local review authority in a number of respects and requires that objective standards be provided. Local codes may not prohibit ADUs that are 800-square feet or less in size, under 16-feet in height, and have side and rear setbacks of four-feet. The new legislation provides allowance for additional building height for qualified ADUs, requires that an application for a new ADU be concurrent with an application for a demolition permit for a detached garage, and provides greater protection for permitting non-conforming structures. Since 2018, 38 ADUs have been approved with approximately 1/3 of the permits for Junior ADUs, 1/3 for accessory structure conversions, and 1/3 for new construction.

Background:

The City adopted amended ADU ordinance provisions in 2018 to comply with the then recently adopted state requirements. Legislation was passed to further reduce and streamline regulatory requirements and create greater certainty for ADUs.

In 2019, the California Legislature approved, and the Governor signed into law five bills that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authorities to regulate ADUs and JADUs. The new laws further streamlined the process for building new ADUs, to convert existing structures, and to allow multiple ADU units on both single family and multiple family properties. A key change was to exempt ADUs that are 750 square feet or less in size from impact fees.

On September 28, 2022, the Governor signed two bills, SB 897 and AB 2221, which further reduces the ability of a local agency to regulate ADUs and JADUs. The attached ordinance has incorporated the necessary amendments from the two recent bills as well as clean up of other minor changes. The new regulations become

effective as of January 1, 2023.

Discussion:

There are a number of amendments necessary to bring the local ordinance into full compliance with the state, which are discussed below:

Legislative Amendments

Key legislative amendments include the following:

- Requires local agencies to approve or deny an ADU project within 60 days. If denied, the city must provide comments as to how the application may be remedied by the applicant. Section 17.104.010(E)(4)(b).
- Clarifies that an ADU constructed in the front of a property must meet front yard setbacks. In the past, the state has required development of attached and detached ADUs to be in the rear and side yards. This change potentially allows ADUs within front yards to be subject to a 20-foot setback. Section 17.104.010(G)(3).
- Allows unpermitted ADUs constructed prior to 2018 which are non-conforming to standards shall not be required to correct non-conformities prior to permit issuance, unless improvements are required to protect the public health and safety of the public or occupants. In addition, a permit cannot be denied on the basis of unpermitted structures elsewhere on the property that do not present a threat to the public health or safety and are not affected by the construction of the ADU. Section 17.104.010(E)(7).
- Clarifies that if a JADU shares a restroom with the existing single family home, the renter of the JADU will have access to the restroom through the home as well as have private access to the JADU. Section 17.104.010(C)(5)(d).
- Extends the provision that an owner is not required to live on the property (unless a JADU is present). The extension runs until January 1, 2025. Section 17.104.010(F)(5).
- Allows an increase in peak height for detached ADUs on single family lots that meet the criteria of being within 1/2 a mile of a "major transit stop". A major transit stop is defined in Public Resources Code 21064.3, "*as an existing rail or bus rapid transit station, a ferry terminal, an intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning or afternoon peak.*" There are no areas in Woodland that meet this definition and reference to this exception is not included in the ordinance. Therefore, the 16-foot height limit holds. A major transit stop is not the same thing as "public transit", defined as "*a location including, but not limited to, a bus stop or train station where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.*" Any ADU within 1/2 a mile of public transit is not required to meet the minimum parking standards. Section 17.104.010(F)(2).

Additional Amendments

In addition, staff has updated and amended sections consistent with allowances provided in state law or to provide clarification.

- The state allows the City to require a deed restriction on ADUs and JADUs to ensure that specific code provisions are followed in perpetuity. The applicant shall be responsible for recording a deed on a form provided by the City, prior to issuance of building permits. Section 17.104.010(F)(8).
- The City has included a section on Utility Fees and Connection, consistent with state requirements. Impact fees are not required for ADUs less than 750 square feet. In some instances, however, separate connection or capacity fees may be charged. When a new detached ADU is built at the same time as a new single-family home, a separate utility connection and payment of any connection fees are required. Converted ADUs that are subject to building permit only review are not

subject to connection fees. Any connection or capacity charge shall be proportionate to the burden created by the ADU. Section 17.104.010.(H).

- The City has included a provision to inform property owners that rental income information will be collected from time to time to satisfy a requirement from the state as imposed upon the City in the Housing Element to report on the status of ADUs going forward. Section 17.104.010(F)(9).
- The City has clarified application submittal requirements for ADUs. Section 17.104.010(E)(5).

Review Process and Requirements:

The review process as provided for in the ADU ordinance Section 17.104.010(E) is as follows:

Ministerial, Non-discretionary Review:

The ordinance, consistent with state provisions, provides that the review of proposed JADU and ADUs that are under 800 square feet and 16-feet in height, and meet 4-foot side or rear setbacks require only building permit review. Section 17.104.010(E)(2).

Ministerial ADU Permit Review:

ADU's greater than 800 square feet up to 1,000 square feet requires a staff level ADU Permit. There are additional requirements applying to these larger units, including architectural design and screening considerations. Section 17.104.010(E)(3)(a).

Discretionary Review

Accessory dwelling units that do not conform to the objective standards or that are over 1,000 square feet, up to a maximum of 1,200 square feet in size, or three bedrooms require a zoning administrator permit review. Section 17.104.010(E)(6).

Objective Standards - Parking and Architectural Requirements.

Within the boundaries allowed by the state, the ordinance includes regulatory requirements to minimize impacts on adjacent properties from the larger ADUs subject to an ADU permit or discretionary review. Objective standards include considerations such as exterior lighting, location of second story windows, and general compatibility. Section 17.104.010(G).

The legislation provides exceptions to parking requirements for properties within ½ mile of a public bus stop, bus station, transit station, or car share vehicle. The majority of the city qualifies under this definition. Section 17.104.010(G)(2). (See Attachment 3 for a current map of transit stops in Woodland).

ADU Development Progress:

Since 2018 when the first ADU Ordinance updates were enacted, the city has seen a significant increase in the number of ADU permits issued. Even before then, ADUs were transitioning from being viewed with potential concern to being viewed as an economical and viable option to providing additional housing opportunities.

Since 2018, a total of 38 ADU permits have been issued with 5 permits pending.

- 2018 5 ADU permits approved
- 2019 4 ADU permits approved
- 2020 8 permits approved
- 2021 13 permits approved
- 2022 8 permits approved, 5 pending

Approximately 1/3 of the permits issued are for JADUs (interior addition to existing home), 1/3 are for accessory structure conversions (existing detached garage or shed), and 1/3 for new construction. In addition, since 2014, a total of 170 multi-generational units have been constructed in Spring Lake subdivisions (attached ADU units). There is the likelihood that ADUs will be incorporated into future single-family and multi-family

developments.

Staff will continue to monitor ADU performance, as required by the State Department of Housing and Community Development (HCD), and will begin collecting data regarding use, tenancy, and rental information for all permitted ADUs. If ADU production begins to lag, staff will consider options and techniques to help facilitate ADU production. The three most critical elements to account for the increase in ADUs since 2018 include the relaxation of standards, reduction in impact fees for units 750 square feet or less, and by-right permitting requirements with reduced review timelines.

One area of discussion that has come up is in regard to the possible development of standard ADU building plans. However, staff are not confident that the development of such plans will result in a greater number of ADUs. Complexities involved with ADU permitting are varied and based on the conditions on each individual property. As example, the ADU type, lot configuration, available utilities, and existing structure condition are considered on a case by case basis. It is the opinion of staff that preparing standardized ADU plans may not assist most homeowners due to the variability of each situation. Staff will continue to work with homeowners on a case by case basis to ensure that each situation is adequately addressed and resolved for each customer in a timely manner.

The state has a provision that states that if the local agency has not adopted a revised ordinance and submitted to HCD by January 1, 2023, HCD has the ability to deem the local agency's ordinance null and void. However, with only one hearing in December, the city is unable to have a second reading until January 2023. There are no permits in review that are inconsistent with city and state requirements.

The city will be updating its ADU handout consistent with new state requirements. A preliminary informational handout has been included as Attachment 4.

Planning Commission Review

At their regularly scheduled meeting of November 17, 2022, the Planning Commission conducted a public hearing concerning the proposed Ordinance amendment and voted unanimously (7 Ayes, 0 Noes) to recommend approval to the City Council. Minor text changes were proposed and approved by the Planning Commission to clarify the definitions for Efficiency Kitchen and Floor Area to be consistent with state requirements.

Environmental Review

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the "exceptions" to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here.

Public Noticing

In accordance with the requirements of Government Code section 65090, this item has been noticed in a newspaper of general circulation as a display ad.

Conclusion:

Staff recommends that the City Council:

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

Prepared by: Cindy Norris, Principal Planner

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



Ken Hiatt
City Manager

Attachments:

1. City Council ADU ORDINANCE
2. Attachment A to Ordinance Chapter 17.104.010 ADU Text AmendmentsCC
3. Yolo County Transit Stops - Parking Exception
4. Woodland ADU and JADU FAQs

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF WOODLAND AMENDING SECTION 17.104.010 OF
CHAPTER 17 OF THE CITY OF WOODLAND
MUNICIPAL CODE RELATING TO ACCESSORY
DWELLING UNITS AND JUNIOR ACCESSORY
DWELLING UNITS AND DETERMINING THE
ORDINANCE TO BE EXEMPT FROM CEQA**

WHEREAS, the City of Woodland, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, on September 28, 2022, the California Legislature approved, and the Governor signed into law Senate Bill 897 that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, the New ADU Laws take effect January 1, 2023, and if the City’s ADU ordinance does not comply with the New ADU Laws, the City’s ordinance becomes null and void on that date as a matter of law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22; and

WHEREAS, failure to comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2023 renders the City’s ordinance regulating ADUs and JADUs null and void, thereby limiting the City to the application of the few default standards provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

WHEREAS, the City Council has reviewed and considered the public testimony and agenda reports prepared in connection with this ordinance, including the policy considerations discussed therein, and the consideration and recommendation by the City’s Planning Commission; and

WHEREAS, in accordance with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §

15000 et seq.), the City has determined that the revisions to the Woodland Municipal Code are exempt from environmental review.

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

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State’s ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the “exceptions” to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

- (1) Not result in the construction of ADUs or JADUs within a particularly sensitive environment because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (2) Not result in a potentially significant cumulative impact because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (3) Not result in a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances because the construction of small structures or conversion of existing structures are accessory to a primary dwelling on sites that are already be developed;
- (4) Not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway because no residential property is located adjacent to a state scenic highway and new structures will be required to comply with the City’s Tree Preservation Ordinance as appropriate;

- (5) Not be located on a hazardous waste site included on any list compiled pursuant to § 65962.5 of the Government Code because no property zoned residential is located on a hazardous waste site; or
- (6) Not result in a substantial adverse change in the significance of a historical resource because any demolition of a potential historic structure will be required to comply with the City's Historical Preservation Ordinance.

Section 3. Section 17.104.010 of Chapter 17 of the Woodland Municipal Code is hereby amended and restated as provided in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. This ordinance shall take effect 30 days following its adoption.

Section 5. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

Section 6. The City Clerk shall submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

Section 7. The City Council hereby directs staff to prepare, execute and file with the Yolo County Clerk a Notice of Exemption within five working days of first reading of this ordinance.

Section 8. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

Section 9. The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located in the Community Development Department at 300 First Street, Woodland, CA 95695

(Continues on next page)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of December, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

BEST BEST & KRIEGER LLP

Attachment A

Amendments to Municipal Code

(Separate attachment to the report)

17.104.010 Accessory dwelling units.

- A. Purpose. The purpose of this section is to provide reasonable regulations for the development of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in certain areas and on lots developed or proposed to be developed with single-family residential dwellings, duplexes and multiple family units. Such accessory dwelling units contribute needed housing to the community's housing stock and promote housing opportunities for the persons wishing to reside in the City of Woodland. In addition, the regulations in this section are intended to promote the goals and policies of the City's General Plan and comply with requirements codified in the State Planning and Zoning Law related to accessory dwelling units in residential areas, including California [Government Code](#) Sections 65852.2. and 65852.22.
- B. Effect of Conforming Accessory Dwelling Unit. An accessory dwelling unit that conforms to this section shall:
1. Be deemed an accessory use and **shall** not be considered to exceed the allowable density for the lot upon which it is located;
 2. Be deemed a residential use that is consistent with the General Plan and the zoning designations for the lot **on which the ADU or JADU is located;**
 3. Not be considered in the application of any **local** ordinance, policy, or program to limit residential growth; and
 4. Not be considered a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.
 5. **Not be required to correct a nonconforming zoning condition, as defined in subsection (C)(5) below. This does not prevent the city from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.**
- C. Definitions.
1. "Accessory dwelling unit (ADU)" means a residential dwelling unit that is **either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages** ~~detached from, attached to, or located within the living area of an existing primary dwelling unit,~~ and that provides independent living facilities for one or more persons. An accessory dwelling unit also includes:
 - a. An efficiency unit, as defined in California [Health and Safety Code](#) Section 17958.1; and
 - b. A manufactured home, as defined in Section 18007 **of the California Health and Safety Code.**
 2. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 3. "Efficiency kitchen" means a kitchen that includes each of the following:
 - a. A cooking facility with appliances.
 - b. A food preparation counter or counters that **are of reasonable size in relation to the size of the junior accessory dwelling unit.** ~~total at least 15-square feet in area.~~
 - c. Food storage cabinets that **are of reasonable size in relation to the size of the junior accessory dwelling unit.** ~~total at least 30-square feet of shelf space.~~

4. "Floor area" means the gross floor area of an attached or detached accessory dwelling unit as measured to the outside surface of exterior walls, including its living area, basement whether conditioned or unconditioned, and any garage or other enclosed accessory structure attached to the detached accessory dwelling unit.
 5. "Junior accessory dwelling unit" or "JADU" means a residential unit that **satisfies all of the following:**
 - a. Is no more than 500 square feet in size;
 - b. Is contained entirely within an existing or proposed single-family structure. **An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.**
 - c. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure;
 - d. **If the unit does not include its own separate bathroom, then it shall contain an interior entrance to the main living area of the existing or proposed single-family structure to allow bathroom access from the main house, in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.**
 - e. Includes an efficiency kitchen, as defined in subsection (C)(3) above.
 6. "Living area" **means** is defined as the interior habitable area of a dwelling unit, including basements and attics, but **does** not include **ing** a garage or any accessory structure.
 7. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
 8. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
 9. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
 10. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 11. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.
- D. Locations Permitted. Accessory dwelling units and junior accessory dwelling units are permitted in all zoning districts that allow for any single-family or multifamily residential use, including the corridor mixed use districts if they allow for any residential use.
- E. Approvals. **Before constructing an ADU or converting an existing structure or portion of an existing structure or residence to an ADU or JADU, the applicant shall obtain permits in accordance with the requirements of** s-under this section.
1. **All ADUs and JADUs shall satisfy the requirements of the California Building Standards Code, as amended by the City, and any other applicable laws.**
 2. Building-Permit Only **Approval. An applicant shall not be required to submit an application for an ADU Permit under subsection (E)(3) of this section, and may instead seek building**

permit only approval for an ADU or JADU, or both, where the proposal satisfies the requirements of Government Code Section 65852.2, as the same may be amended from time to time, the California Building Standards Code, as amended by the City, and any other applicable laws. The following are categories of ADUs and JADUs that shall be approved under this paragraph (E)(2): If an ADU or JADU complies with each of the general requirements in Subsection F below, it is allowed with only a building permit in the following scenarios:

- a. Converted Space or Structure on Single-Family Lot. Only one ADU **as described in this subsection E(2)(a) and one** or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or **(in the case of an ADU only)** within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; **and**
 - ii. Has exterior access that is independent of that for the single-family dwelling; **and**
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; **and**
 - iv. **The JADU complies with the requirements of Government Code Section 65852.22.**
- b. Limited Detached on Single-Family Lot. One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (E)(~~2~~)(a) **above**), if the detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four feet.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height above grade **does not exceed the applicable height limit provided in subsection (F)(2) below**. ~~is 16 feet or less.~~
- c. Converted on Multifamily Lot. **One or more** Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages: ~~that satisfied the following:~~
 - i. If each converted, ADU complies with state building standards for dwellings.
 - ii. At least one converted ADU is allowed within an existing multifamily dwelling structure, but the number of ADUs created under this paragraph (E)(~~1~~**2**)(c) may not exceed 25% of the existing multifamily dwelling units.
- d. Limited Detached on Multifamily Lot. No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:

- i. The side- and rear-yard setbacks are at least four feet. **If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU.**
- ii. The total floor area is 800 square feet or smaller.
- iii. **The peak height above grade does not exceed the applicable height limit provided in subsection (F)(2) below.**

3. ADU Permit **Review** s.

a. **The Director or designee shall administratively (ministerially) review and approve an ADU Permit application filed pursuant to subsection (E)(5) and shall not require a public hearing, provided that the submitted application is complete and that the ADU complies with the requirements contained in that section and any other applicable law.**

b. Except as allowed under subsection (E)(2) (Building Permit only), above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections F and G below.

c. **Discretionary review for an ADU permit application is required as a result of non-compliance with standards set forth in subsections F and G below, shall be subject to the review requirements in section (E)(7) below (Nonconforming Zoning Code Conditions).**

d. ~~Impact Fees.~~

i. ~~No impact fee is required for an ADU or JADU that is less than 750 square feet in size.~~

ii. ~~Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.~~

iii. ~~Except as otherwise provided in this chapter, the construction of an accessory dwelling and junior accessory dwelling unit shall be subject to any applicable fees adopted pursuant to the requirements of California [Government Code](#), Title 7, Division 1, Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).~~

4. **ADU Permit** Application Process and Timing.

a. An ADU permit is considered and approved magisterially without discretionary review or hearing.

- a. The City must ~~a~~ **approve or deny** on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. **If the City has not acted upon the completed application within 60 days, the application shall be deemed approved** unless **the following**: either:
 - i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay; or

In the case of a JADU, and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single family dwelling on the lot, the city may delay acting on the permit application for the JADU until the City acts on the permit application to create the JADU will still be considered ministerially without discretionary review or a hearing.

- ii. **If the permit application to create an ADU or JADU is submitted with an application to create a new single family or multi-family dwelling on the lot, the city may delay acting on the permit application for the ADU or JADU until the city acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.**
 - b. **If the City denies an application to create an ADU or JADU, the city must provide the applicant with comments that include, among other things, a list of all defective or deficient items and a description of how the application may be remedied by the applicant. Notice of denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection (E)(5)(a).**
 - c. **A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.**
5. Application Requirements.
- a. Applications for an accessory dwelling unit permit shall be made in writing by the property owner or his or her authorized agent, on forms provided by the Community Development Department, and accompanied by such data and information as may be necessary to fully describe the request including:
 - i. ~~A to-scale and fully dimensioned site plan showing the proposed accessory dwelling unit or junior accessory dwelling unit and all existing structures on the property including patio covers, other accessory structures, fences and driveways;~~
 - ii. ~~Elevations of the proposed accessory dwelling unit including building dimensions, material call outs and a color and materials sample board as requested by the Community Development Director~~

- i. **Name and address of the applicant.**

- ii. **Owner—Builder Acknowledgment and Information Verification Form.**
- iii. **Assessor's parcel number(s) of the property.**
- iv. **Plot Plan (Drawn to Scale) in sufficient detail to clearly describe:**
 - 1. **Physical dimensions of the property.**
 - 2. **Location and dimensions of all existing and proposed structures, walls, and fences.**
 - 3. **Location and dimensions of all existing and proposed easements, drainage structures, and utilities.**
 - 4. **Location, dimensions, and names of all adjacent roads, whether public or private.**
 - 5. **Setbacks.**
 - 6. **Existing and proposed methods of circulation, including ingress and egress, driveways, parking areas, and parking structures.**
 - 7. **A narrative description of architectural treatments proposed for the ADU.**
- v. **Floor plans. Complete floor plans of both existing and proposed conditions shall be provided. Each room shall be dimensioned and resulting floor area calculation included. The use of each room shall be labeled. The size and location of all doors, closets, walls, and cooking facilities shall be clearly depicted. For an attached ADU, the plans must include the Primary Dwelling as well.**
- vi. **Elevations of all sides of the exterior structure of the elevations that show all exterior structures, all architectural projections, and all openings for both the primary residence and the proposed ADU accessory dwelling unit including building dimensions, material call outs.**
- vii. **A a color and materials sample board as requested by the Community Development Director;**
- viii. **Color** photographs of the exterior of the primary residence as requested by the Community Development Director; and

- ix. Construction Management Plan. Construction hours and staging to minimize impacts on surrounding residential properties, **as requested by the Director.**
 - b. The filing and review fee shall be as prescribed by City Council resolution or ordinance. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance.
6. ~~Nonconforming~~ADUs and Discretionary Approval.
- a. Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections F and G, **below,** may be allowed by the City with a Zoning Administrator permit in accordance with Chapters 17.132 and 17.148 of this title. **If required, a** A noticed public hearing shall be held in accordance with Sections 17.132.030 and 17.148.030.
 - i. **Applies to ADUs over 1,000 square feet and/or three bedrooms.**
 - ii. The maximum size of an ADU subject to this subsection (E)(~~64~~) is 1,200 square feet, or three bedrooms.
 - b. Findings. Before approval of the Zoning Administrator permit granting the exception, the Zoning Administrator shall find that:
 - i. The exterior design of the accessory dwelling unit is in harmony with, and maintains the scale of, the neighborhood;
 - ii. If an exception to parking requirements is requested, the exception will not result in excessive parking congestion;
 - iii. The site plan provides adequate open space usable and useful for both the accessory dwelling unit and the primary residence;
 - iv. Where applicable, open space and landscaping provides for privacy and screening of adjacent properties;
 - v. The location and design of the accessory unit maintains a compatible relationship to adjacent properties and does not significantly impact the privacy, noise, light air, solar access or parking of adjacent properties; and
 - vi. Windows that impact the privacy of the neighboring side or rear yard have been minimized. Major windows, access stairs, entry doors and decks are generally limited to the walls facing the primary residence or the alley, if applicable.

7. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures**

- a. **Generally. The City will not deny an ADU or JADU application due to a**

nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

b. **Unpermitted ADUs constructed before 2018.**

i. **Permit to Legalize. As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:**

1. **The ADU violates applicable building standards, or**

2. **The ADU does not comply with the state ADU law (Government Code section 65852.2) or this ADU ordinance (Section 17.104.101).**

ii. **Exceptions.**

1. **Notwithstanding subsection (7)(b)(i) above, the city may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the city makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.**

2. **Subsection (7)(b)(i) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.**

F. General ADU and JADU Requirements. The following requirements apply to all ADUs and JADUs that are approved under subsection (E)(~~1~~**2**) or (E)(~~2~~**3**):

1. Zoning.

a. An ADU or JADU subject only to a building permit under subsection (E)(~~1~~**2**) may be created on a lot in a residential or mixed-use zone.

b. An ADU or JADU subject to an ADU permit under subsection (E)(~~2~~**3**) may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

2. **Height.**

a. **Except as otherwise provided by subsection (F)(2)(b) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.**

- b. **A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.**
 - c. **An ADU that is attached to the primary dwelling may occupy any level of the primary dwelling unit if it is designed as an integral part of the primary dwelling and a separate ingress and egress is provided. A height of 25 feet or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower shall apply to an ADU attached to a primary dwelling. Notwithstanding the foregoing, ADUs subject to this subsection (F)(2)(c) may not exceed two stories.**
 - d. **An ADU above a detached structure located contiguous to an alley may be up to 25 feet in height.**
 - e. **For purposes of this subsection (F)(2), height is measured above existing legal grade to the peak of the structure.**
3. Fire Sprinklers.
- a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
 - b. **The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.**
4. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days. **This prohibition applies regardless of when the ADU or JADU was created.**
5. No Separate Conveyance. An ADU or JADU may be rented, but, **except as otherwise provided in Government Code Section 65852.26,** no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
6. Owner Occupancy.
- a. ~~All ADUs created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the ADU was created.~~
 - a. An ADU that is created after **January 1, 2020** that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - b. **Unless applicable law requires otherwise,** ~~All~~ ADUs that are created on or after January 1, 2025 are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

- c. **As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner- occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.**
- 7. Building and Construction.
 - a. **All ADUs and JADUs**~~n accessory unit shall meet the requirements of the building code, as adopted and amended by Chapter 15.04 of the municipal code, that apply to detached dwellings, as appropriate.~~ **must comply with all local building code requirements.**
 - b. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
 - c. **No change of occupancy. Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection prevents the city from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.**
- 8. **Deed Restriction. Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:**
 - a. **Except as otherwise provided in Government Code Section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.**
 - b. **The ADU or JADU is restricted to the approved size and to other attributes and applicable ADU and JADU requirements and standards.**
 - c. **The deed restriction runs with the land and may be enforced against future property owners.**
 - d. **The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing**

evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

e. The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

9. Income Reporting. In order to facilitate the city's obligation to identify adequate sites for housing in accordance with Government Code sections 65583.1 and 65852.2, the following requirements must be satisfied:

a. With the building-permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.

b. By January 30 of each year after initial building permit issuance, the owner shall report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the city shall send a request for information to the owner.

G. Specific ADU and JADU Requirements. The following requirements apply only to ADUs that require an ADU permit under subsection (E)(23) above.

1. Maximum Size.

a. The maximum size of a detached or attached ADU subject to this subsection (G)(1) is 850 for a studio or one-bedroom unit and 1,000 square feet. for a unit with two bedrooms. No more than two bedrooms are allowed.

i. An ADU over 1000 square feet or three bedrooms shall be subject to Zoning Administrator review as provided in subsection (E)(6).

ii. No ADU shall exceed 1,200 square feet per subsection (E)(6)(a)(ii).

b. An attached ADU that is created on a lot with an existing primary dwelling shall not exceed 50% of the existing floor area of the primary dwelling.

c. The accessory dwelling unit shall contain no less than the 150-square feet area minimum

~~required for an efficiency dwelling unit as defined in Section 17958.1 of the Health and Safety Code.~~

~~Application of other development standards in this subsection G, such as FAR or lot coverage, might further limit the size of the ADU.~~

- c. *Exception.* **Application of other development standards such as size based on a percentage of the proposed or existing primary dwelling, FAR, lot coverage, front setbacks, minimum lot size, or open-space requirements for an attached or detached ADU** may not require the ADU to be less than 800 square feet.

2. **Parking—General Requirement.** Accessory dwelling units must meet the following parking standards:

- a. One off-street parking space is required for an ADU that is approved under subsection (E)(2) **3** above.
- b. Parking configuration, if required:
 - i. The required parking spaces may be located in setback areas or tandem parking on an existing driveway, unless specific findings are made under subparagraph (G)(2)(b)(ii).
 - ii. Parking arrangements in subparagraph (G)(2)(b)(i) are not permitted if the Community Development Director (or designee) makes specific findings that such parking arrangements are not feasible based upon specific site or regional topographical or fire or life safety conditions.
- c. Exceptions. Parking standards shall not be imposed on an **ADU** accessory dwelling unit in any of the following circumstances:
 - i. The **ADU** accessory dwelling unit is located within one-half mile **walking distance** of public transit, including a public bus stop, bus station or transit station **that charge set fares, run on fixed routes, and are available to the public.**
 - ii. The **ADU** accessory dwelling unit is located within **as architecturally and historically significant historic** district.
 - iii. The **ADU** accessory dwelling unit is part of the existing primary residence or an existing accessory structure **under subsection (E)(1)(a).**
 - iv. When on-street parking permits are required but not offered to the occupant of the **ADU** accessory dwelling unit.
 - v. When there is an established car share vehicle stop located within one block of the **ADU** accessory dwelling unit.
 - vi. **When the permit application to create an ADU is submitted with an application to create a new single-family or new multi-family dwelling on the**

same lot, provided the ADU or the lot satisfies any other criteria listed in parking exception subsections (G)(2)(c)(i) through (v) above.

d. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

3. Height.

b. ~~The height of a second-story or two-story attached ADU shall not exceed the height of the primary structure or 30 feet in height above grade, whichever is greater, measured to the peak of the structure. A detached ADU may not exceed 16 feet in height, above grade, measured to the peak of the structure.~~

c. ~~A unit above a detached garage located contiguous to an alley may not exceed 25 feet in height above grade, measured to the peak of the structure.~~

3. Setbacks.

a. **An ADU that is subject to this section must conform to a 20-foot front yard setback, or the front setback imposed by the underlying zone, whichever is greater.**

b. **An ADU that is subject to this subsection (G) must conform to 4-foot side- and rear-yard setbacks.** ~~Attached and Detached Accessory Dwelling Unit. Except as provided in subsection (E)(1), an attached or detached ADU is subject to side and rear setbacks of four feet.~~

c. Alley Adjacent **ADUs** Accessory Dwelling Units and **ADUs** Accessory Dwelling Units Adjacent to Non- Residentially Zoned Property. Side or rear yard setbacks adjacent to an alley or non- residentially zoned property shall **may** be zero feet. Parking provided off the alley shall maintain a 24-foot back-out, which includes the alley.

d. Garage and Accessory Building Conversion. No setback shall be required for a legally established, existing garage or accessory building that is converted to an **ADU** accessory dwelling unit, provided the structure is not expanded under subsection (E)(~~12~~)(a)(i). Any expansion of the structure under subsection (E)(~~12~~)(a)(i) is subject to side and rear setbacks of four feet.

e. Addition Over a Garage. A minimum **The 4-foot minimum** side and rear setback **requirement of subsection 3.b.** shall apply to the newly constructed portion for an **ADU** ~~accessory dwelling unit~~ constructed above a legally established existing garage.

4. Lot Coverage

a. ~~Lot Coverage.~~ No ADU subject to this subsection (G) may cause the total lot coverage of the single-family lot to exceed 50%, **except that an ADU that is 800 square feet or less, not more than 16 feet in height, and compliant with a minimum 4-foot side and rear setback, shall be considered consistent with all city development standards, irrespective of any other Municipal Code limitations governing lot coverage, floor**

area ratio, and open space.

b. Rear Yard Coverage. An accessory dwelling unit **ADU** shall not result in more than 30% rear yard coverage as measured from the rear wall of the primary residence to the rear property line (or as measured from the average distance of the rear wall from the rear property boundary if the rear wall does not follow a straight line). **except that an ADU that is 800 square feet or less, not more than 16 feet in height, and compliant with a minimum 4-foot side and rear setback, shall be considered consistent with all city development standards, irrespective of any other Municipal Code limitations governing lot coverage, floor area ratio, and open space.**

5. Architectural **al**e Requirements.

a. The materials and colors of the exterior walls, roof, and windows and doors must be the same ~~the~~ **match or be harmonious with the** appearance **and architectural design** of the primary dwelling.

b. The roof slope must be the same that of the dominant roof slope of the primary dwelling. ~~The dominant roof slope is the slope shared by the largest portion of the roof.~~

c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.

e. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.

f. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

g. All second-story windows and doors in a second unit that are less than 30 feet from a property line that is not a right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

h. Access stairs, entry doors and decks must face the primary residence or the alley, if applicable.

i. A garage converted to an accessory dwelling unit shall include removal of garage door(s) which shall be replaced with architectural features, including walls, doors, windows, trim and accent details.

j. The architectural treatment of an ADU to be constructed on a lot that has an identified

historical resource listed on the federal, state, or local register of historic places must comply with all applicable ministerial requirements imposed by the Secretary of Interior.

6. Landscape **and Screening** Requirements.

a. Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels **when there is direct adjacency of the ADU to an existing primary dwelling on an adjacent parcel in which there is no screening** as follows:

i. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. ~~Alternatively, at least one 24-inch box size plant shall be provided for every 10 linear feet of exterior wall.~~

ii. For a ground-level ADU, plant specimens must be at least six feet tall when installed. ~~As an alternative, for a ground-level ADU, a solid fence of at least six feet in height may be installed~~ **along a side or rear yard in compliance with fencing standards.**

b. For a second-story ADU, plant specimens must be at least 12 feet tall when installed.

b. All landscaping must be drought-tolerant.

7. Other.

a. The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the fire authority.

b. Each unclosed parking space shall be at least eight and one-half feet wide and 18 feet long.

c. Each parking space that is provided in an enclosed garage shall be at least 10 feet wide and 20 feet long and have at least seven and one-half feet vertical clearance.

8. Notice of Construction.

a. ~~At least 10 business days before starting any construction of a second unit, the property owner shall give written notice to all the owners of record of each of the adjacent residential parcels, which notice shall include the following information:~~

i. ~~Notice that construction has been authorized;~~

ii. ~~The anticipated start and end dates for construction;~~

iii. ~~The hours of construction;~~

iv. ~~Contact information for the project manager (for construction-related complaints); and~~

v. ~~Contact information for the City Building Division.~~

This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City of Woodland has no discretion in approving or denying a particular ADU project under this section. This notice requirement is purely to promote neighborhood awareness and expectation. (Ord. 1657 § 3, 2020; prior code § 25-21-05)

H. Fees. The following requirements apply to all ADUs that are approved under subsections (E)(2) and (E)(3) above.

1. Impact Fees.

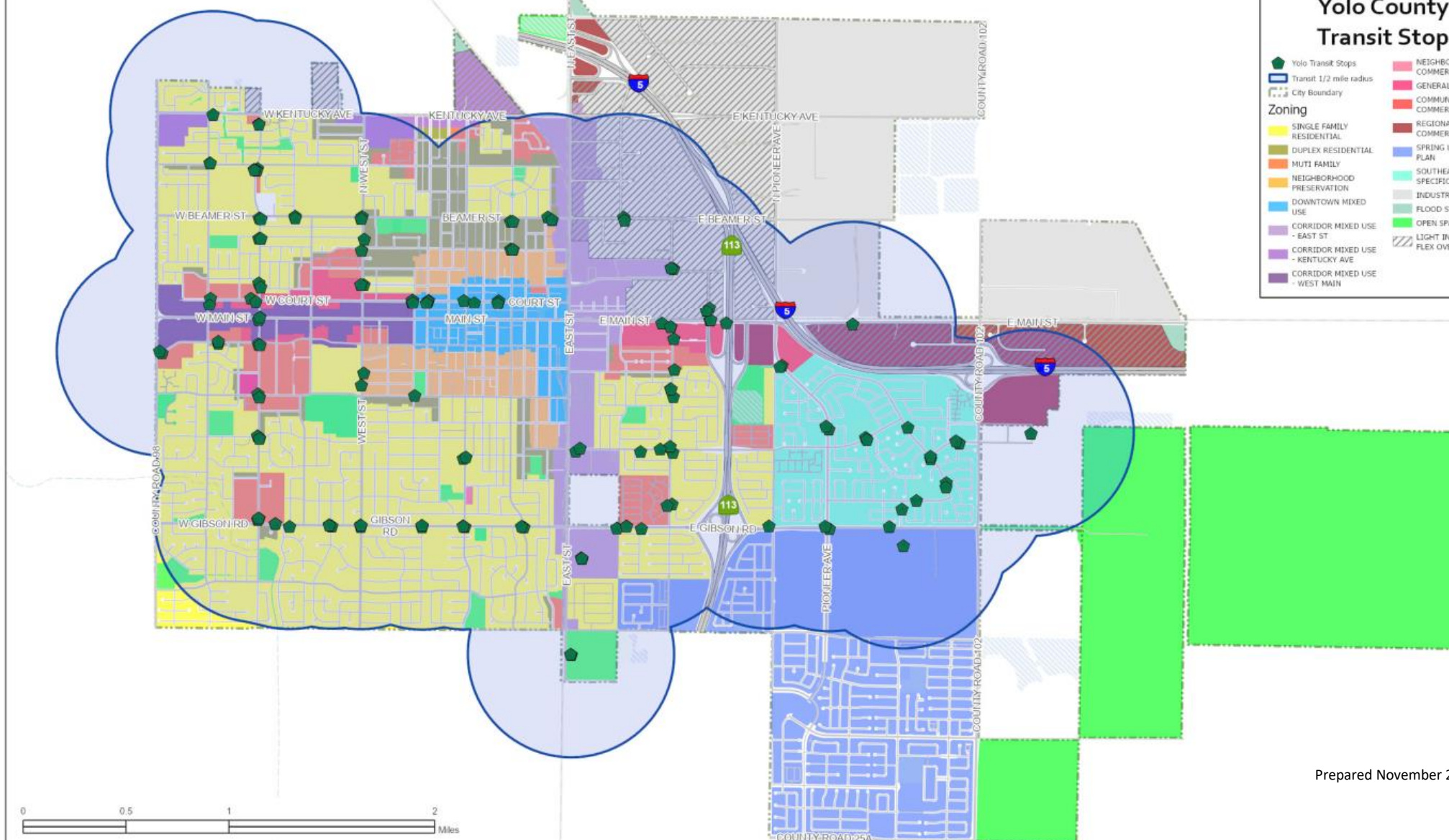
- a. **For purposes of this subsection (H), "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.**
- b. No impact fee is required for an ADU or JADU that is less than 750 square feet in size.
- c. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling).

2. Utility Fees and Connection.

- a. **If an ADU is constructed with a new single family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required pursuant to Government Code Section 65852.2(f)(4) and (f)(5).**
- b. **Except as described in subsection (H)(2)(a) above, converted ADUs on a single family lot that are created under subsection (E)(2)(a) above are not required to have a new or separate utility connection directly between the ADU and the utility, nor is a connection fee or capacity charge required.**
- c. **Except as described in subsection (H)(2)(a) above, all ADUs that are not covered by subsection (H)(2)(b) require a new, separate utility connection directly between the ADU and the utility.**
 - i. **The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.**
 - ii. **The portion of the fee or charge that is charged by the city may not exceed the reasonable cost of providing this service.**



Yolo County Transit Stops



Prepared November 2022

City of Woodland
Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) FAQs
December 2022

What is an ADU?

An ADU, also known as a Second Dwelling or Granny Flat, is a completely self-contained housing unit located on the same lot as another home, called the primary dwelling. ADUs are considered accessory because they are typically smaller than the primary dwelling and are not the main use on the lot. An ADU can be detached, attached, or a conversion of an existing space (like a garage). *Section 17.104.010(C)(1)*

What is a JADU?

A JADU is a housing unit which is completely contained within the space of an existing or proposed residence, which is no more than 500 square feet and which meets certain bathroom, kitchen and entrance requirements. *Section 17.104.010(C)(5)*

Where can I build an ADU?

ADUs and JADUs are permitted in all zoning districts that allow for any single-family or multifamily residential use, including the corridor mixed use districts if they allow for any residential use. ADUs may be constructed on any lot developed with an existing primary dwelling, or on a lot where a primary dwelling will be constructed at the same time as the ADU. ADUs can be attached to the primary dwelling or detached in a freestanding building. *Section 17.104.010(D) and (F)(1)*

What are the review requirements for an ADU?

An ADU that is less than 800 square feet in size, under 16-feet in height, with side or rear setbacks of at least 4-feet may be allowed with building permit review only.

An ADU that is between 800 and 1,000 square feet in size is subject to an ADU Permit in addition to building permit review.

An ADU between 1,000 and 1,200 square feet in size, or three bedrooms, or that does not meet the objective design standards require discretionary review through a zoning administrator permit. *Section 17.104.010(E)(3)*

What is the maximum size of an ADU?

Detached ADUs may be up to 1,200 square feet of livable space. Attached ADUs may be up to either 1,200 square feet or 50% of the size of the primary dwelling, whichever is less. For example, a 2,000-square-foot house may have an attached ADU of up to 1,000 square feet, or a detached ADU of up to 1,200 square feet. *Section 17.104.010(G)(1)*

What are the setback requirements for an ADU?

ADUs are allowed in the side and rear yards but are not allowed in a front yard setback. In the side and rear yards, ADUs must be set back at least four feet from all property lines. An ADU must conform to a 20' front yard setback, or the front setback imposed by the underlying zone, whichever is greater. *Section 17.104.010(G)(3)*

Do I need a permit to build an ADU?

Yes, depending on the type and size of your ADU, you may need a building permit only, or a building permit and ADU permit. Larger ADUs or those that require exceptions from standards require a discretionary zoning administrator permit. *Section 17.104.010(E)*

Can I convert an existing structure to an ADU?

Yes, existing structures such as garages, workshops, guest quarters, or portions of a primary dwelling may be converted to an ADU. Some upgrades may be required for structures that were not originally meant to be inhabited to meet Building Code requirements. *Sections 17.104.010(E)(2) (a & c) and (F)(7)*

How much parking does an ADU require?

One off-street parking space is required for non-ministerial ADUs, unless the ADU is located near public transit, a historic district, or where the ADU is part of the existing primary residence or an existing accessory structure. *Section 17.104.010(G)(2)*.

See Municipal Code Section 17.104.010 Accessory Dwelling Units for comprehensive information regarding ADUs and JADUs.

City of Woodland
Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) FAQs
December 2022

How tall can my ADU be?

Detached ADUs may be up to 16' tall to the peak. An attached ADU may not exceed 25', or the same height set by the Zoning Code for the primary dwelling. A unit above a detached structure that is contiguous to an alley may not exceed 25'. A detached ADU on a lot with an existing or proposed multistory multifamily dwelling may not exceed 18'. *Section 17.104.010(F)(2).*

Note: For purposes of evaluating exceptions to height, the city does not currently have a qualified major transit stop as defined by Public Resources Code 21155.

Can I rent or sell my ADU?

An ADU can be rented separately from the primary dwelling, for periods of 30 days or longer. The property owner does not have to occupy one of the homes on the property to rent either home to other occupants. An ADU cannot be sold or conveyed separately from the primary dwelling except in limited circumstances by nonprofit affordable housing organizations. A JADU is subject to an owner occupancy requirement. An owner must reside in either the primary or JADU. *Section 17.104.010(F)(5 & 6)*

What are the fees to build an ADU?

In addition to Plan Check and Permit Issuance fees, ADUs are subject to some – but not all – of the development impact fees and utility connection/capacity fees that primary dwellings are. Total fees will depend on the specific circumstances of your property and the scope of your project. *Note that no city or county impact fees are charged for ADUs or JADUs of 750 square feet or less. Section 17.104.010(H)*

Who do I call if I have questions?

Contact the Community Development Department at (530) 661-5820 for any questions regarding ADUs and JADUs.

See Municipal Code Section 17.104.010 Accessory Dwelling Units for comprehensive information regarding ADUs and JADUs.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: H.21
SUBJECT: Cross Court Commons

Recommendation for Action: Staff recommends that the City Council:

1. Receive the staff report;
2. Conduct a public hearing;
 - a) adopt Resolution No. _____ approving Tentative Subdivision Map # 5233;
 - b) adopt Resolution No. _____ approving Site Plan and Design Review; and
 - c) introduce and waive the first reading of Ordinance No. _____ approving a Planned Development overlay and Conditional Use Permit for the development of 32 multifamily units and three accessory dwelling units, on five contiguous parcels located at the northwest corner of California and Elizabeth Way in the Multi-Family Residential (R-M) Zone subject to conditions of approval.

Staff Contact:

Megan Meier, Associate Planner, (530) 661-5814, Megan.Meier@cityofwoodland.org

Fiscal Impact:

The applicant has paid for all application processing costs. The Tentative Subdivision Map provides 35 units over a five-lot multi-family R-M site. This project will pay Citywide Development Impact Fees (DIF) for 32 of the units (3 ADUs under 750 sq/ft incur no impact fees) and are estimated to total approximately \$737,910.

Background:

On November 10, 2022, the project applicant, Cronin Properties LLC, submitted a planning application PLNG 22-00066 for a proposed 5-lot Residential Subdivision Map located on a 1.71-acre site (APN 065-221-005, 006, 007, 008, 009, 010, 011, 012, 013) at the northwest corner of California Street and Elizabeth Way. The site is zoned Multi Family Residential (R-M) which allows 8.1-19.9 dwelling units an acre. The site is currently undeveloped. Along with the Tentative Subdivision Map, the proposal includes the lot configuration, site layout, landscape, and architectural plans for a 35-unit residential development project, including 3 Accessory Dwelling Units.

The development site was originally part of the larger Cross Court Athletic Club Development Subdivision Map #2774, which included a previously approved Planned Development Overlay (PUD 78-A) on March 10, 1978. The current proposed development project and Planned Development Overlay will supersede the previous PUD 78-A to provide updated guidelines that fit the current development proposal.

On December 1, 2022, the Planning Commission held a public hearing to consider the proposal. The Commission voted 5 Ayes, 0 Noes, with two members absent, to recommend approval of the Cross Court Commons development project as proposed. One member of the public voiced concerns at the Planning Commission meeting about potential construction-related noise impacts associated with the proposed development on existing homes located on California and Elizabeth Way. Staff worked with the applicant to address this concern as outlined in the following “Public Comment” section of this staff report.

Discussion:

Project Site Description

The proposed development is situated on an undeveloped, 1.71-acre, infill site bordered on the north by the

future Boys and Girls Club facility (formerly Cross Courts Athletic Club). To the west, there are existing multi-family apartments and to the east and south of the site are existing multifamily duplex housing fronting California Street and Elizabeth Way.



Contextual Map

Project Proposal

The applicant, Cronin Properties LLC, proposes a Tentative Subdivision Map # 5233 and associated Planned Development (PD), Conditional Use Permit (CUP), and Site Plan and, Design Review (DR) entitlements, to allow the development of 32 dwelling units and 3 additional Accessory Dwelling Units (ADU) on five contiguous parcels of land at the northwest corner of Elizabeth Way and California Street. The applicant is requesting a PD Overlay to allow for modified setbacks to the R-M multifamily zoning to accommodate shared driveway courts and private backyards. These units are slated to remain rentals and continue to be owned and managed by Cronin Properties.

Tentative Subdivision Map Request

The layout of the proposed Tentative Subdivision Map #5233 will merge 9 existing parcels into a 5-parcel configuration. Three parcels fronting Elizabeth Way will accommodate three housing courts with 20 dwelling units. Shared drive aisles off Elizabeth Way provide access to each housing court. The remaining two parcels fronting California Street accommodate three fourplexes for a total of 12 dwelling units facing onto California Street, and an additional three ADU units tucked behind the fourplexes, providing for a combined total of 35 dwelling units. All of the homes have single-car garages, with eight guest parking spaces provided at the end of the shared court drives on Elizabeth. Twelve additional parking spaces are provided in single-car driveways along California, for a total of 52 on-site parking spaces. An additional 10 on-street parking spaces are available immediately adjacent to the project along both Elizabeth and California roadways. All garages have dedicated bike parking and waste bin locations and are wired to be electric vehicle (EV) charger ready.



Cross Court Commons Plot Plan

Planned Development/Conditional Use Permit Request

The purpose of the Planned Development (PD) Overlay is to encourage creative and more efficient use of land by providing some flexibility in design not possible through the strict application of zoning standards. The proposed modifications allow for a non-traditional housing configuration to achieve higher densities as encouraged by the Woodland General Plan, and add to the mix of housing types in this area.

The applicant is requesting flexibility under the proposed Planned Development Overlay from the standard R-M zoning requirements pertaining to rear and side yard setbacks as well as the required distance between two-story structures. The applicant has proposed a reduction to the side-yard setback from 7.5 feet to just under 4 feet (3 ft-9 inches). Similar to other small-lot development occurring in Spring Lake's Parkside development and in the downtown area, smaller side and rear setbacks allow more efficient utilization of land for private residential courts and different configurations for open space on infill lots, particularly where higher residential densities are encouraged. A 7'6" side setback is provided at the westernmost property line, adjacent to the existing apartment development to the west. The nearest existing apartment building will be approximately 27 feet from the nearest Cross Courts Commons building. The rear setback is being requested to change from the required 20-foot setback to 7-feet 10-inches, and the separation between two-story structures is asked to change from the required 15-foot setback to 7-feet 9-inches as outlined in the table below. Currently, the Boys and Girls Club occupies a parcel along the rear of the proposed development and the reduced rear setback will be adjacent to the parking area and not impact any housing. Each of the interior court drives is 20 feet in width. Homes fronting the drive-aisle are setback 4 feet from the aisle. All of the units will have usable outdoor space, with private backyards, which for most units are at least 14 feet deep.

THE PROPOSED PROJECT DEVIATES FROM THE PRESCRIBED STANDARDS AS FOLLOWS:

	PRESCRIBED	PROPOSED
FRONT YARD SETBACK	20'-0"	NO DEVIATION
SIDE YARD SETBACK (OVER 1 STORY)	7'-6"	3'-9"
REAR YARD SETBACK	20'-0"	7'-6"
STREET SIDE CORNER LOT	10'-0"	NO DEVIATION
DENSITY	19.9 DU / ACRE	NO DEVIATION
LOT COVERAGE	50%	NO DEVIATION
MAXIMUM BUILDING HEIGHT	40'-0"	NO DEVIATION
LOT AREA	6,000 SF MIN	NO DEVIATION
DISTANCE BETWEEN BUILDINGS (TWO-STORY)	15'-0"	7'-9"

Site Plan and Design Review

The project request includes site development plans including floor plans, landscaping, and architectural renderings. The project design review was performed using the Citywide Design Guidelines along with the design standards for multifamily housing outlined in the Interim Zoning Code.

The architectural plans feature garage orientations off the private courtyard drives with homes on Elizabeth generally oriented toward these interior courtyards. The units' immediately adjacent Elizabeth Way feature a wraparound porch and patio cover with front entrances facing Elizabeth Way to better interface with the existing neighborhood to the south. Care was taken to also match the existing development pattern along California with street-facing entryways and the use of fourplex development.

Architecture/Elevations

The proposed development will consist of attached townhouse-style housing courts and duplexes with additional small ADU stand-alone bungalows all built with a contemporary farmhouse architectural aesthetic. The two-story attached townhouse-style units feature white plank siding and are accented by black metal balcony fencing and dark linear contemporary brick. Each of the homes will have a private backyard at around 24 feet by 7 to 14 feet in size. The units range in size from 1,382 square feet to 1,498 square feet with the ADU units proposed at 647 square feet.

The modern farmhouse-style homes utilize a more casual cottage look with gable roof lines with a combination of materials. Specific style details include stamped concrete driveways, window mullion patterns with awnings, garage doors with windows, and enhanced gable end accents.

Review Agency Comments

The application was circulated for review by agencies of jurisdiction. The comments from Development Engineering, Public Works, Building, and Fire, have been incorporated as Conditions of Approval.

Public Comment

A member of the public provided comments at the December 1, 2022, Planning Commission public hearing with concerns about possible construction noise associated with the proposed development. The person indicated that they work from home part-time and that loud construction noise may be an issue and conflict with their work time.

Staff and Commissioners did let the member of the public know that the municipal code outlines specific hours in which construction can occur and the City noise ordinance has parameters for decibel levels allowed within the City. Additionally, at the time of pre-construction kickoff the applicant will post a large-scale development sign on site with the project details and contact information, should concerns arise.

Staff Analysis

Staff supports this project, subject to the conditions of approval, and provides the following analysis:

General Plan Consistency

Land Use

The project, with the proposed conditions of approval, and Tentative Subdivision Map, has been determined by staff to be consistent with the goals and policies of the General Plan. The project is consistent with the medium-density General Plan land use designation, which allows a density of 8.1 to 19.9 dwelling units per acre, and a range of product types including apartments, townhomes, and small-lot development. The project is a multi-family development at a proposed overall density of 19.9 dwelling units per acre.

The proposed development will include public improvements such as sidewalks and street lights, with bike parking and EV charger-ready locations in garages. The compact form development allows for slightly higher densities encouraged by the City's housing goals, while maintaining private open space, parking, and a unit type that will suit the development of a long-standing vacant lot. Staff finds that the project is consistent with key policies in the General Plan as follows:

Policy 2.A.6 Infill Development. Encourage infill, redevelopment of and development on underutilized sites, adaptive reuse, and the restoration of historic buildings in existing urbanized areas to enhance community character, promote pedestrian- and bicycle-friendly neighborhoods, increase housing diversity, ensure integrity of historic districts, optimize city investment in infrastructure, support increased transit use, and enhance economic vitality.

Policy 2.C.I Compact Form. Promote compact development patterns, mixed land use, and higher-development intensities that conserve land resources, reduce vehicle trips, improve air quality, and facilitate walking, bicycling, and transit use. Achieving the benefits of compact development as supported in the General Plan may result in potential tradeoffs related to traffic, noise, open space, and privacy. Sensitive design and appropriate performance standards may assist in mitigating these concerns. Where growth and increased density is allowed pursuant to this General Plan, these issues are acknowledged and accepted.

Policy 2.D.I Jobs/Housing Relationship. Promote and support the development of a balance of residential, commercial, and industrial development within the city. Encourage a variety of job and housing types to provide a range of employment and housing opportunities for all city residents.

Maintain a jobs to housing ratio citywide of at least 1:1 to optimize the supply and demand for both, reduce commute trips and overall vehicle miles traveled (VMT), and make communities less dependent on single occupancy vehicle trips.

Policy 2.E.4 Bike and Pedestrian-Oriented. Create walkable, pedestrian-scaled blocks that feature sidewalks and bikeways that are safe, comfortable, and inviting.

Policy 2.E.7 Public Safety and Community Design. Promote design that enhances public safety and discourages crime by providing buildings that engage the street, as well as adequate lighting and sight lines.

Policy 9.A.9 Infill Housing Development. The City shall continue to promote infill housing development in appropriate locations.

Policy 9.D.2 Infill, Adaptive Reuse, and Mixed Use. The City shall promote infill development, adaptive reuse and mixed-uses in new development, and densification where possible

Climate Action Plan

The project applicant completed the Climate Action Plan (CAP) Checklist and the project is determined to be consistent with the City's 2035 CAP. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Cal-green code, including solar requirements.

Each home shall include the installation of photovoltaic panels, be prewired for electric vehicle charging, provide high-efficiency HVAC, high-efficiency windows that are operable, and will provide cross-ventilation, and energy-efficient lighting. The project will meet all Title 24 requirements. The subdivision design encourages pedestrian use by including internal paseos and walkways that connect the project both internally and to surrounding areas. Bike storage is available in garages or in private yard areas of each home. Paseos and lot landscaping will utilize native and drought-tolerant landscaping. Canopy shade trees are proposed along all street fronts and adjacent to parking. Water-conserving fixtures and features are included in all homes and each home will have sufficient space for solid waste as well as green waste storage. The project will comply with construction recycling regulations. The project will comply with the adopted 2019 or most current Building, Residential, Building Energy Efficiency Standards, and California Green Building Codes.

Each home shall have a dedicated 240-volt, 40-amp circuit for an electric vehicle charging station in the garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.

Concerning heat island concerns, the project will include substantial plantings as illustrated in the conceptual landscape plans. Large trees are provided for shading sidewalks and street parking. Within the development, trees will be planted to provide shading within internal walkways, and at guest parking locations.

Zoning Ordinance Consistency

Lot Coverage - The maximum allowable lot coverage is 50 percent. The Planned Development (PD) proposal does not request any deviation from the standard and will meet the lot coverage requirement. It should be noted that, per state law and the City's zoning code, ADU units do not count toward overall lot coverage calculations.

Off-Street Parking - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio for multi-family development is 1.5 spaces per unit. The parking requirement excludes ADU units within a given distance from a transit stop and will not be required for the proposed ADU units. The project under the zoning code is required to provide 48 parking spaces on site and the current development proposal with garages and additional on-site parking will exceed the requirement with 52 parking spaces. Additional on-street parking along both Elizabeth and California is expected to meet any additional need adequately.

Water Conservation Ordinance - The project shall comply with the City's Water Conservation Ordinance and any applicable state water conservation requirements.

Open Space – Each unit will have dedicated private open space in addition to shared landscaped areas.

Energy Efficiency - The project shall be required to meet the 2019 Building, Residential, Building Energy Efficiency Standards, and California Green Building Codes, which now require that all homes provide solar. All homes will have rooftop solar as well as other energy efficiency features as described in the project summary.

Fencing - All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with an opaque or semi-transparent water sealant to prevent water damage and staining. The project application fencing diagram illustrates that a 6-foot wooden fence will be installed between the housing courts to create private backyards. There is minimal grading differential along this boundary with the existing Boys and Girls Club and the existing fence will be replaced or remain at the property owner's request.

Affordable Housing - The project is subject to the City's ten percent inclusionary housing requirement. Prior to any site work, the applicant and City shall enter into an Inclusionary Housing Agreement consistent with the City's Affordable Housing Ordinance (Woodland Municipal Code, Chapter 15.16). Based on 32 units purposed for the development, the applicant is required to restrict 10 percent or 4 units for low-income households.

Planned Development Overlay and Conditional Use Permit

The applicant is requesting a proposed Planned Development (PD) overlay. The purpose of a PD is to allow flexibility in project design where appropriate. The proposal requests an exception from standard setbacks and distance from the adjacent structures on site in order to allow the shared court drives with side-on orientation to the street and private yard configuration.

The proposed Planned Development Overlay will accommodate the City's planned and desired density of 19.9 units per acre in a multi-family court configuration. The Planned Development Overlay will allow for reduced setbacks and other modified development requirements to achieve the stated density while minimizing impacts on adjacent properties. This product type may be desirable to those in varying stages of their lives who do not desire a large yard or home ownership.

Subdivision Ordinance Consistency

Lot Development

The subject property is 1.71 acres in size. The proposed R-M lots range in size from 10,856 to 18,742 square feet. A minimum lot size of 4,000 square-feet is required for R-M development. Overall, the project lot size meets the subdivision ordinance and the lot requirement under the R-M zoning.

Lot Width & Size

The tentative map meets this requirement, as set forth in Chapter 17.48 of the zoning code, requiring a 60-foot lot width. The tentative parcel map as proposed meets all lotting requirements.

Infrastructure

External curb, gutter, sidewalk, and streetlights will be installed per plans.

Access:

The project has three access points off Elizabeth Way and six driveways off California Street with ADU access via a footpath between the duplex units on California and also from West Cross Street. Each entry is consistent with the City's Residential Driveway Detail at 24 feet wide. All drive entries include enhanced pavement treatment to designate entry into the project.

Water:

Water is available to the site from the existing 8-inch main stub within the site. The water improvements will be owned and maintained by the City. Water mains, water laterals, and water meters installed by the project will be publicly owned and maintained up to and including the meter. All publicly owned and maintained water facilities will be within a public utility easement. Water laterals beyond the meter are considered private. Private water facilities will be constructed in accordance with City Standards.

Sanitary Sewer:

The entire Cross Court Commons development will flow to the existing sewer stub connecting to the existing sewer manhole within the intersection. Sewer facilities throughout the project will be publicly owned and maintained up to and including the service cleanouts. All publicly owned and maintained sewer facilities will be within a public utility easement.

Storm Drainage

The first point of connection will be an existing drain inlet adjacent to the northern entrance to the site and the second connection will be at the southern entrance to another existing drain inlet.

Landscaping

The project proposes to landscape the site, including both public and private spaces. The shared open space will be landscaped and all areas located back of the sidewalk will be maintained by the property owner. The final choice of trees will be coordinated with the City arborist prior to the issuance of permits and will provide for a mix of species, and shading for the site consistent with city policies. Care was taken to incorporate the existing large oak tree on the west property line into the overall site plan and accommodate the oak's needs with a dry scape inside the drip line.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- The legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within 300 feet of the project site.

Copies of the factual staff report for the proposed project have been on file at City Hall since December 16, 2022.

Environmental Clearance

California Environmental Quality Act (CEQA)

The proposed project qualifies for a Class 32 exemption, Section 15332, consisting of a project characterized as in-fill development on a project site of no more than five acres that is substantially surrounded by urban uses. The project is consistent with all applicable City policy documents and can adequately be served by all required utilities and public services. Approval of the project would not result in any significant impacts under CEQA.

Yolo Habitat Conservation Plan (HCP)

The project was further deemed "developed," and subject only to the applicable Habitat Conservation Plan (HCP), Avoidance, and Minimization Measures.

Prior to taking action to approve the project as recommended, the Planning Commission is required to confirm this environmental determination in conjunction with action on the project. If this project is approved, staff will file a Notice of Exemption with the Yolo County Clerk's Office in conformance with Article 5, Section 15062(a) of the CEQA guidelines.

Conclusion:

Staff recommends that the City Council:

1. Receive the staff report;
2. Conduct a public hearing;
 - a) adopt Resolution No. _____ approving Tentative Subdivision Map # 5233;
 - b) adopt Resolution No. _____ approving Site Plan and Design Review; and
 - c) introduce and waive the first reading of Ordinance No. _____ approving a Planned Development overlay and Conditional Use Permit for the development of 32 multifamily units and three accessory dwelling units, on five contiguous parcels located at the northwest corner of California and Elizabeth Way in the Multi-Family Residential (R-M) Zone subject to conditions of approval.

Prepared by: Megan Meier, Associate Planner

Reviewed by: Erika Bumgardner, Principal Planner/ Business Development Liaison

Brent Meyer, Community Development Director/ City Engineer



Ken Hiatt
City Manager

Attachments:

1. Ordinance No. _____ Approving a Planned Development Overlay CUP
 2. Resolution Approving TSM No. 5233 _Cross Court Commons
 3. Resolution Approving Design & Site Plan Review
 4. Cross Court Commons Conditions of Approval
 5. Cross Court Commons Application
 6. Cross Courts Commons_ Tentative Subidivision Map
 7. Cross Court Commons Site Context Map
 8. Project Information Summary Sheet
 9. Architectural Plan Set
 - 10 Preliminary Landscape Plan
- .

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING PLANNED DEVELOPMENT OVERLAY
STANDARDS AND CONDITIONAL USE PERMIT FOR THE CROSS
COURTS COMMONS TENTATIVE SUBDIVISION MAP No. 5233 IN
ACCORDANCE WITH THE CONDITIONS OF APPROVAL**

WHEREAS, the applicant, Cronin Properties LLC, filed Planning Application # PLNG 22-00066, proposing a Tentative Subdivision Map (TSM No.5233), Planned Development Standards, Conditional Use Permit, Site Plan and Design Review to develop 1.71 acres of land over five contiguous parcels reconfigured from the previous nine parcels (APN:065-221-005, 006, 007, 008, 009, 010, 011, 012, 013); and

WHEREAS, the applicant prepared a Site Development Plan, dated June 24, 2022, to illustrate the site layout, standards, and pre-plot plan; and

WHEREAS, the applicant has prepared development standards for the Cross Court Commons R-M project as well as the Site Development Plan which shall serve as the approved development standards for all lots, as amended by the Conditions of Approval; and

WHEREAS, the proposed project is consistent the City's General Plan ("General Plan") and Zoning Code.

WHEREAS, the Planning Commission of the City of Woodland held a duly noticed public hearing on December 1, 2022, to review and consider recommending approval of the proposed Cross Court Commons R-M, Planned Development Overlay, and Conditional Use Permit, at which time interested persons had an opportunity to provide comments either in support or opposition to the Project. The Planning Commission voted (5 Ayes, 0 Noes 2 absent) to recommend approval to the City Council; and

WHEREAS, on December 20, 2022, the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days' notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the development proposal were heard; and

WHEREAS, on December 20, 2022, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) the proposed subdivision map is exempt from CEQA review per CEQA Class 32 exemption, Section 15332, consisting of a project characterized as in-fill development on a project site of no more than five acres that is substantially surrounded by urban uses; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within a 300-foot radius of the subject

properties, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat and emailed to interested parties; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date and has recommended to the City Council approval of the proposed Cross Court Commons R-M Planned Development and Conditional Use Permit.

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

Section 1. **Purpose and Authority.** The purpose of this ordinance is to approve the Planned Development Overlay Standards for the Cross Court Commons Tentative Subdivision Map Project site. This ordinance is adopted pursuant to Government Code sections 65853-65860, and other applicable law.

Section 2. **Findings.** The City Council finds and determines as follows:

- A. On December 1, 2022, the Planning Commission held a duly noticed public hearing concerning the proposed Cross Court Commons Tentative Subdivision Map Project, which is depicted in Exhibit A herein. After the hearing, the Planning Commission recommended (5 to 0) City Council approve the Cross Court Commons development as proposed with the adoption of the Planned Development Standards which are included as Exhibit B and incorporated herein.
- B. The proposed project will not create undo environmental impacts and meets the requirements for CEQA Class 32 exemption, Section 15332, consisting of a project characterized as in-fill development on a project site of no more than five acres that is substantially surrounded by urban uses. The project is consistent with all applicable City policy documents and can adequately be served by all required utilities and public services. Approval of the project would not result in any significant impacts under CEQA.
- C. The proposed Planned Development Overlay is consistent with the density and would implement the policies of the City of Woodland General Plan.
- D. The area is physically suited to the uses authorized under the R-M zoning.
- F. The proposed Planned Development Standards are compatible with the land uses existing and permitted on the properties in the vicinity in that it does not substantially modify the setbacks required under the existing R-M zoning (adjacent to existing homes). Additionally, the development design is sensitive to the massing and housing type in the surrounding area.
- G. The land uses and their density and intensity, allowed in the proposed zones are not likely to create serious health problems or create nuisances on properties in the vicinity, because the TSM proposes to build out in density range allowed under R-M zoning (8.1-19.9 du).

Section 3. **Approval of Planned Development Overlay.** The City Council hereby approves the Planned Development Overlay Standards for the Cross Court Commons Tentative Subdivision Map Project site, which is shown in Attachment A, and Planned Development Standards as shown in Attachment B.

Section 4. **Severability.** If any part of this ordinance is held by a court of competent jurisdiction to be invalid or unenforceable, then such decision shall not affect the validity of the remaining parts, which shall remain in full force and effect.

Section 5. **Effective Date.** This ordinance shall take effect no sooner than 30 days after its final passage.

Section 6. **Publication.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

INTRODUCED by the City Council on the 20th day of December, 2022.

PASSED AND ADOPTED by the City Council of the City of Woodland a regular meeting of the City Council held on the ____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victoria Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated:_____

Exhibit A – Planned Development
Exhibit B – Planned Development Standards
Exhibit C – Conditions of Approval

Cross Court Commons Tentative Subdivision Map No. 5233

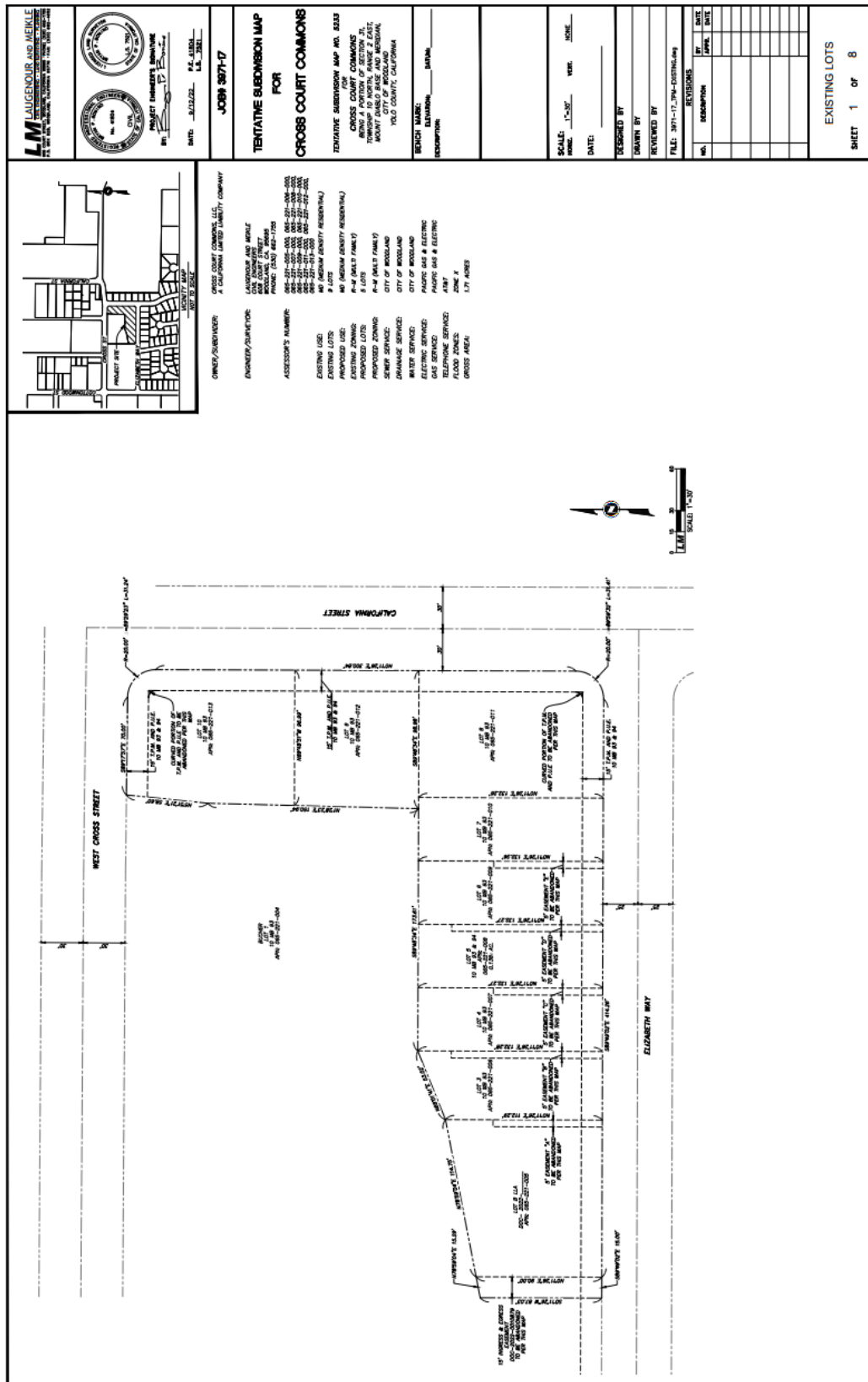


Exhibit B

Cross Court Commons Planned Development Overlay Standards

THE PROPOSED PROJECT DEVIATES FROM THE PRESCRIBED STANDARDS AS FOLLOWS:

	<u>PRESCRIBED</u>	<u>PROPOSED</u>
FRONT YARD SETBACK	20'-0"	NO DEVIATION
SIDE YARD SETBACK (OVER 1 STORY)	7'-6"	3'-9"
REAR YARD SETBACK	20'-0"	7'-6"
STREET SIDE CORNER LOT DENSITY	10'-0"	NO DEVIATION
LOT COVERAGE	19.9 DU / ACRE	NO DEVIATION
MAXIMUM BUILDING HEIGHT	50%	NO DEVIATION
LOT AREA	40'-0"	NO DEVIATION
DISTANCE BETWEEN BUILDINGS (TWO-STORY)	6,000 SF MIN	NO DEVIATION
	15'-0"	7'-9"

Exhibit C

[Insert: Cross Court Commons Conditons of Approval]

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING TENTATIVE SUBDIVISION MAP No. 5233,
FOR CROSS COURT COMMONS R-M PROJECT, IN ACCORDANCE
WITH THE CONDITIONS OF APPROVAL**

WHEREAS, the applicant, Cronin Properties LLC, filed Planning Application # PLNG 22-00066, proposing a Tentative Subdivision Map (TSM No.5233), to develop 1.71 acres at the northwest corner of California Street and Elizabeth Way (APN: 065-221-005, 006, 007, 008, 009, 010, 011, 012, 013);

WHEREAS, the applicant prepared a tentative subdivision map, as attached to this Resolution as **Exhibit “A” for TSM 5233**; and

WHEREAS, On December 1, 2022, the Planning Commission held a duly noticed public hearing concerning the proposed Cross Court Commons Tentative Subdivision Map Project, which is depicted in Exhibit A herein. After the hearing, the Planning Commission recommended 5 to 0 (two absences) City Council approve the adoption of the Cross Court Commons Development as proposed.

WHEREAS, the Woodland City Council held a duly noticed public hearing on December 20, 2022, to review the proposed Cross Court Commons Project (“Project”) Tentative Subdivision Map No. 5233; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within a three hundred-foot (300-ft) radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

WHEREAS, the City of Woodland hereby finds that the proposed project will not create undo environmental impacts and meets the requirements for CEQA Class 32 exemption, Section 15332, consisting of a project characterized as in-fill development on a project site of no more than five acres that is substantially surrounded by urban uses. The project is consistent with all applicable City policy documents and can adequately be served by all required utilities and public services. Approval of the project would not result in any significant impacts under CEQA; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent

review and consideration, does hereby make the following findings, and determinations, for the Tentative Subdivision Map No.5233:

1. General Plan Consistency Findings:

- a. The proposed Tentative Subdivision Map as conditioned is consistent with the City's General Plan, including the Housing Element. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of compact infill development, within the allowed density for medium density multifamily at 19.9 dwelling units an acre. The Tentative Subdivision Map is also consistent with the City's Community Design Guidelines.
- b. The Project is consistent with the goals and policies of the Housing Element by meeting the requirements of the City's Inclusionary Housing Ordinance as conditioned.

2. Tentative Subdivision Map Findings concerning Tentative Subdivision Map (No. 5233):

- a. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.
- b. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision will be able to accommodate the future development of residential units given the shape and topography of the Project site.
- c. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. Under the Yolo County Habitat Conservation Plan (HCP) the site is considered "developed" and that there would not be any significant and unavoidable impacts related to existing habitat. The project has been conditioned with standard Avoidance and Minimization Measures under the HCP for the White Tail and Swainson Hawk nesting season.
- d. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or occupants of the surrounding area. The project has met requirements for on-site parking.
- e. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.

- f. Any proposed phases and their proposed sequence of construction are identified on the submitted maps.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victoria Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated: _____

Exhibit A – Tentative Map (dated, 9/12/22) and TSM #5233

Exhibit B –Cross Court Commons Development Standards

Exhibit A

Cross Court Commons Tentative Subdivision Map No. 5233

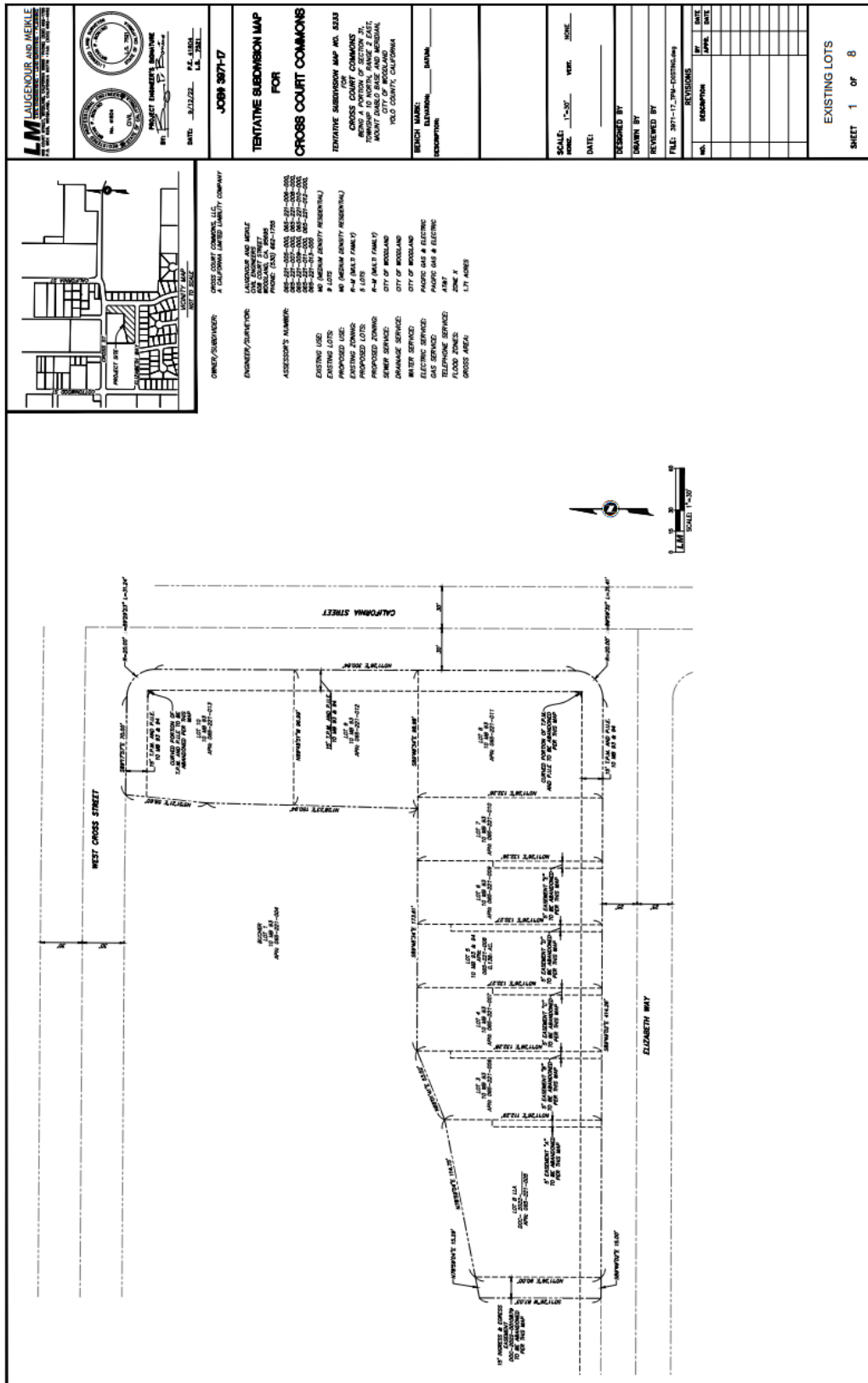


Exhibit B

Cross Court Commons Planned Development Overlay Standards

THE PROPOSED PROJECT DEVIATES FROM THE PRESCRIBED STANDARDS AS FOLLOWS:

	<u>PRESCRIBED</u>	<u>PROPOSED</u>
FRONT YARD SETBACK	20'-0"	NO DEVIATION
SIDE YARD SETBACK (OVER 1 STORY)	7'-6"	3'-9"
REAR YARD SETBACK	20'-0"	7'-6"
STREET SIDE CORNER LOT	10'-0"	NO DEVIATION
DENSITY	19.9 DU / ACRE	NO DEVIATION
LOT COVERAGE	50%	NO DEVIATION
MAXIMUM BUILDING HEIGHT	40'-0"	NO DEVIATION
LOT AREA	6,000 SF MIN	NO DEVIATION
DISTANCE BETWEEN BUILDINGS (TWO-STORY)	15'-0"	7'-9"

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND FOR APPROVAL OF THE DESIGN AND SITE PLAN
REVIEW FOR THE CROSS COURT COMMONS R-M DEVELOPMENT**

WHEREAS, the applicant, Cronin Properties LLC, filed Planning Application # PLNG 22-00066, proposing a Tentative Subdivision Map (TSM No.5233), to develop 1.71 acres at the northwest corner of California Street and Elizabeth Way (APN: 065-221-005, 006, 007, 008, 009, 010, 011, 012, 013); and

WHEREAS, the applicant prepared conceptual landscape plans and architectural designs, as attached to this Resolution as **Exhibit “A”**; and

WHEREAS, on December 1, 2022, the Planning Commission of the City of Woodland (“Planning Commission”) held a duly noticed public hearing at which all persons wishing to testify in connection with the project application were heard, and all other relevant information contained in the record were comprehensively reviewed by the Planning Commission; and

WHEREAS, at the conclusion of the public hearing before the Planning Commission, the Planning Commission voted (5 Ayes, 0 No, 2 Absent) to recommend to the City Council that the Design Review be approved; and

WHEREAS, on December 20, 2022 the City Council of the City of Woodland (“City Council”) held a duly noticed public hearing at which all persons wishing to testify in connection with the Project application were heard, and the Design Review and all other relevant information contained in the record were comprehensively reviewed by the City Council; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within a 300-foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

WHEREAS, a desired intent of the Community Design Standards and the City Multifamily Design Objectives is to create interest along a street with the use of quality materials, landscaping and architectural details. Toward this end, the applicant has worked to develop an architectural style that provides a cohesive project within an existing neighborhood; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby find and determine that the proposed design review,

landscaping, and architectural design does meet the Community Design Standards and the City Multifamily Design Objectives as conditioned.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 20th day of December 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Victoria Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

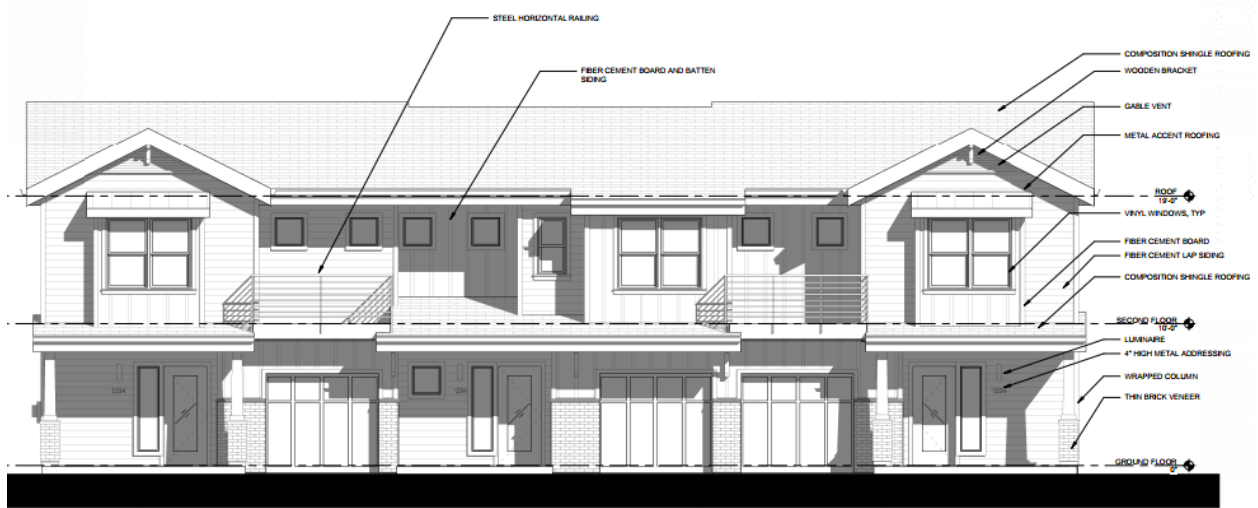
Ana Gonzalez, City Clerk

Ethan Walsh, City Attorney

Dated:_____

Exhibit A – Architectural Design





Conditions of Approval
CROSS COURTS COMMONS

GENERAL CONDITIONS

1. **Project Approval.** The project shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the December 1, 2022, City Council staff report, as approved by City Council, for the Cross Court Commons development as proposed by the applicant Cronin Properties LLC, except as modified by these conditions of approval. The Project approval includes Tentative Subdivision Maps (TSM #5223) a Zoning Amendment to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, for five contiguous parcels of land covering 1.9 acres, located at the southwest corner of Elizabeth Way and California Street in Woodland California. The development will allow the buildout of 32 units with 3 additional accessory dwelling units and 52 (32 garage 20 guest) on-site parking spaces, consistent with the Medium Density General Plan land use designation and multi-family zoning for the property (APN: 065-221-005, 006, 007, 008, 009, 010, 011, 012, and 013).
2. **Indemnification.** The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City of its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers in accordance with the Development Agreement. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated reasonable legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. **Informing Agencies & Subcontractors.** Secure approval and satisfy requirements of all agencies of jurisdiction. The applicant/developer shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all

pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

4. Construction Impact Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development Department. The plan shall include, but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.
5. Landscape Maintenance Agreement. The applicant shall enter into a recorded landscape maintenance agreement with the City of Woodland. The landscape maintenance agreement shall run with the property. The landscape maintenance agreement shall provide for the continual maintenance of the property in a neat and tidy manner, landscape maintenance and replenishment of plants. A copy of the recorded landscape maintenance agreement shall be provided to the Planning Division to be kept on file prior to Certificate of Occupancy.
6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant’s right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Affordable Housing. Prior to any site work, the applicant and City shall enter into an Inclusionary Housing Agreement consistent with the City's Affordable Housing Ordinance (Woodland Municipal Code, Chapter 15.16). Based on 32 units purposed for the development, the applicant is required to restrict 10 percent or 4 units for low-income households.

COMMUNITY DEVELOPMENT

8. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.
9. Design Review. The site shall be developed and maintained in accordance with the approved plans, which include architectural elevations, exterior materials and colors, conceptual landscape, site and floor plans. Should there be a change in the plans, the change shall be described and provided in writing to be evaluated by the Community Development Director to determine general consistency with City zoning code and Planned Development Standards. All exterior changes beyond those stated in the original approval will require staff level design review.
10. Requirements of all Agencies. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating.
11. Final Plan Set. Prior to the issuance of building permits, the applicant shall include a Final Plan Set, with all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s). All plans, including site, grading, civil, mechanical, street improvement, landscaping, and architectural elevations shall be coordinated for consistency prior to issuance of permits.
12. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of the approved Planned Development Overlay standards as provided in the City Council Resolution approving the Tentative Subdivision Map, Conditional Use Permit and Planned Development.
13. On-Site Driveways and Access Roads. Enhanced on-site driveways and access roads shall be provided and identified on the development site plan and/or landscape plan. Enhanced treatments may include, but are not limited to, colored pavement, stamped concrete, permeable pavers, etc.
14. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements

Cal-green code. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP). The project will meet all measures as outlined in the Climate Action Plan checklist. Verification will be required prior to issuance of building permits.

15. Photovoltaic Panels. At minimum, each home shall be photovoltaic ready and shall:
1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). All solar installations shall be installed with bird proofing shields to prevent nesting under the solar panels
16. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.
17. Trash and Recycling Container Storage. Areas shall be provided for designated storage of trash and recycling containers. Such areas shall be screened from view of the streets and provide adequate capacity. Information shall be verified prior to issuance of building permits.
18. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with City and State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments prior to issuance of building permits. Landscape plans shall specify the following:
 - a. Final planting design including all final landscape coverage calculations and ensure compliance with the City Zoning Ordinance.
 - b. Locations, size, and quantity of all plant materials.
 - c. A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials.
 - d. Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features.
 - e. Planting and installation details; and notes including soil amendments.
 - f. Security/screening perimeter fencing

- g. Details of all irrigation (drip, sprinkler, and bubbler) as well as equipment such as a backflow controller and water meter devices were identified.
 - h. Final parking lot shading planting and calculations to attest to compliance.
 - i. Soils analysis and specification of any amendment requirements
 - j. Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
 - k. Shared open space, culvert overcrossing to include all associated amenities and lighting.
19. Compliance with City and State Water Conservation Ordinance. Landscape plans shall comply with the State and City's Water Efficient Landscape Ordinance. The landscape architect shall document and attest to the compliance with the State Ordinance on the final landscape plans.
 20. Landscape Coverage. Vegetative matter shall cover a minimum of 75 percent (75%) of the landscape area within 2 years of planting. The landscape architect shall document the calculations and attest to this on the final landscape plan.
 21. Shade Tree Planting. Shade trees shall be planted throughout the development site such that 50% of uncovered stalls will be in shade at noon at landscape maturity. Planters containing trees shall not be less than four feet in width and shall be protected by wheel stops or curbs.
 22. Tree Planting. All trees shall be planted and staked with Reddy stakes (or equivalent) in accordance with city standards.
 23. Tree and Utility Planting Plan. Due to the smaller lots, utilities shall be carefully located in order to ensure that each lot can maintain trees without conflict.
 24. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).
 25. West/ Rear Property fence. The existing fencing along the west boundary of the project shall be replaced with wood fence that will be a minimum of six-feet in height, on either side as measured from the finished pad elevation. The location and design of

- the fence shall be shown on the Improvement Plans for the project. The design shall be approved by the Community Development Department prior to approval of Improvement Plans. OWNER shall work with the adjacent property owners to obtain necessary permission to remove the existing fencing and install the new fencing.
26. On-Site Parking. In no case shall the number parking spaces be reduced without prior approval of the Community Development Director.
 27. Design Changes. Prior to the issuance of a Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the Community Development Department. Design changes that require modification to uses, elevations, or site features other than discussed herein, shall be submitted for review and approval through the appropriate planning process.
 28. Accessory Dwelling Units. The parcel shall have a deed restriction on all accessory dwelling units (ADU) prior to Certificate of Occupancy to prevent sale.
 29. Private Wells. Applicant shall provide documentation that there are no private wells on site or that the project shall abandon any on site wells with construction of site improvements.
 30. Ground Mounted Mechanical Equipment. Any new ground mounted mechanical or utility structures, including air conditioning condensers and electrical transformers, should be underground, located behind buildings. If undergrounding is not possible, adequate screening shall be provided on three sides to fully screen the mechanical. Screening may include a combination of landscaping and masonry or lattice walls/horizontal fencing subject to Community Development Department approval. Location and screening details shall be provided on site and landscape plans which shall be reviewed and approved prior to issuance of building permits.
 31. Securing Site. At the time of first work on-site any undeveloped portion of the parcels shall be secured with temporary fencing to deter criminal activity, loitering, and or encampments
 32. Dust Control. An effective dust control program should be implemented whenever earth moving activities occur on-site.
 33. Roadways. Throughout the construction period, streets adjacent to the project site shall be swept at the end of the day and cleared of any deposits caused by construction activities.
 34. Preconstruction. Owner shall provide a large-scale development sign on site with the project details and contact information at the time of pre-construction kickoff.

CEQA/HCP

35. In the event of the accidental discovery or recognition of any human remains further excavation or disturbance of the find or any nearby area reasonably suspected to overlie adjacent human remains shall not occur until compliance with the provisions of CEQA Guidelines Section: 15064.5(e)(1) and (2) has occurred. The Guidelines specify that in the event of the discovery of human remains other than in a dedicated cemetery, no further excavation at the site or any nearby area suspected to contain human remains shall occur until the Yolo County Coroner has been notified to determine if an investigation into the cause of death is required. If the Coroner determines that the remains are Native American, then, within 24 hours, the Coroner must notify the Native American Heritage Commission, which in turn will notify the most likely descendants who may recommend treatment of the remains and any grave goods. The potential exists that the Native American Heritage Commission may be unable to identify a most likely descendant, the most likely descendant fails to make a recommendation within 24 hours after notification by the Native American Heritage Commission, or the landowner or his authorized agent rejects the recommendation by the most likely descendant and mediation by the Native American Heritage Commission fails to provide a measure acceptable to the landowner. In such a case, the landowner or their authorized representative shall rebury the human remains and grave goods with appropriate dignity at a location on the property not subject to further disturbances. Should human remains be encountered, a copy of the resulting County Coroner report noting any written consultation with the Native American Heritage Commission shall be submitted as proof of compliance to the City's Community Development Department.
36. In the event a potentially significant cultural or paleontological resource is encountered during subsurface earthwork activities, all construction activities within a 100-foot radius of the find shall cease, and workers shall avoid altering the materials until an archaeologist who meets the Secretary of Interior's Professional Qualification Standards for archaeology has evaluated the find. The Applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. The qualified archeologist shall make recommendations to the Lead Agency on the measures that shall be implemented to protect the discovered resources, including but not limited to, culturally appropriate temporary and permanent treatment, which may include avoidance of cultural resources, in-place preservation, and/or re-burial on project property so the resource(s) are not subject to further disturbance in perpetuity.
37. Prior to first certificate of occupancy, all development requirements shall be completed to the satisfaction of the Community Development Department. The site and buildings shall be inspected for compliance prior to the Certificate of Occupancy.
38. Yolo HCP/NCCP. The project applicant shall comply with all Avoidance and Minimization Measures (AMM's) outlined by the Yolo Conservancy per the HCP/NCCP's requirements specific to the project location and shall pay all applicable fees.

39. Prior to commencing any ground-disturbing activities, the project applicant shall retain a qualified biologist to conduct planning-level surveys and identify any nesting or foraging habitat present within 1,320 feet of the project footprint. Adjacent parcels under different land ownership shall be surveyed only if access is granted or if the parcels are visible from publicly accessible areas.

The results of the survey shall be submitted to the Conservancy and CDFW. If nesting or foraging habitat are not present within the project area, no further mitigation would be necessary. If active nests are found during the preconstruction survey, a 1,320-foot initial temporary nest disturbance buffer shall be established. If project related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, then the qualified biologist shall monitor the nest and shall, along with the project applicant, consult with CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be allowed only to proceed within the temporary nest disturbance buffer if Swainson's hawk or white-tailed kite are not exhibiting agitated behavior, such as defensive flights at intruders, getting up from a brooding position, or flying off the nest, and only with the agreement of CDFW and USFWS. The designated on-site biologist/monitor shall be on-site daily while construction-related activities, including tree pruning or removal, are taking place within the 1,320-foot buffer and shall have the authority to stop work if raptors are exhibiting agitated behavior.

If this project involves pruning or removal of a potential Swainson's hawk or white-tailed kite nest tree, the project applicant shall conduct a preconstruction survey that is consistent with the guidelines provided by the Swainson's hawk Technical Advisory Committee (2000). If active nests are found during the preconstruction survey, no tree pruning or removal of the nest tree shall occur during the period between March 1 and August 31, unless a qualified biologist determines that the young have fledged and the nest is no longer active.

All findings and results of the preconstruction surveys shall be submitted to the Community Development Department for review and approval.

40. The project applicant shall implement the following measures to avoid or minimize impacts to raptors and federally-protected nesting raptors and migratory birds:
- If any site disturbance or construction activity for any phase of development begins outside the February 1 to August 31 breeding season, a preconstruction survey for active nests shall not be required.
 - If any site disturbance or construction activity for any phase of development is scheduled to begin between February 1 and August 31, a qualified biologist shall conduct a preconstruction survey for active nests from publicly accessible areas within 14 days prior to site disturbance or construction activity for any phase of development. The survey area shall cover the construction site and the area surrounding the construction site, including a 100-foot radius for MBTA birds, and a 500-foot radius for birds of prey. If an active nest of a bird of prey, MBTA

bird, or other protected bird is not found, then further mitigation measures are not necessary. The preconstruction survey shall be submitted to the City of Woodland Community Development Department for review.

- If an active nest of a bird of prey, MBTA bird, or other protected bird is discovered that may be adversely affected by any site disturbance or construction or an injured or killed bird is found, the project applicant shall immediately:
 - Stop all work within a 100-foot radius of the discovery;
 - Notify the City of Woodland Community Development Department;
 - Do not resume work within the 100-foot radius until authorized by the biologist; and
 - The biologist shall establish a minimum 500-foot Environmentally Sensitive Area (ESA) around the nest if the nest is of a bird of prey, and a minimum 100-foot ESA around the nest if the nest is of an MBTA bird other than a bird of prey. The ESA may be reduced if the biologist determines that a smaller ESA would still adequately protect the active nest. Further work may not occur within the ESA until the biologist determines that the nest is no longer active.

DEVELOPMENT ENGINEERING

REQUIRED SUBMITTALS

41. Applicant shall prepare improvement plans for utility connections and all work within the public right-of-way and submit them to the Development Engineering Division of Community Development Department with encroachment permit application for review and approval. The submittal shall include an engineer's estimate of cost for the public improvements and applicant shall pay a plan check and inspection fee in accordance with the fee schedule. Prior to building permit issuance, applicant shall obtain encroachment permit and post security determined necessary during the permit process. All public improvements shall conform to the current City of Woodland Standard Specifications. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal.
42. All required public improvements, as listed below, are required as a condition of development of this site and shall be completed under the encroachment permit prior to certificate of occupancy of the first building providing the above conditions are met prior to building permit issuance.
43. Unless otherwise determined by the City Engineer, construction of public improvements will require that the applicant enter into an improvement agreement and provide security (i.e. performance, payment, & warranty bonds) and insurance.

ROADWAYS

44. The Owner shall remove and replace all fronting sidewalk, curb and gutter, and replace with City Standard vertical curb, gutter and sidewalk, and ADA compliant driveways along the entire frontage of the property (including Cross Street). New sidewalk shall be a minimum of 5.5' as measured from the face of curb. If additional right-of-way is required to accomplish provide the required sidewalk width, it shall be dedicated with the final map.
45. The Owner shall remove existing curb ramps and replace with City standard and ADA compliant curb ramp at the northeast corner and the southeast corner of the project.
46. After construction of the site, utility connections, and frontage connections, Owner shall micro surface the full street in front of the project along all property frontages up to 15 feet beyond the property lines.

STREETLIGHTS

47. Owner shall provide four new streetlights served by a new pedestal and conduit. Two streetlights should be placed on Elizabeth Way (western boundary line and approximate center of Lot C frontage) and two lights along California Street (close to Elizabeth Way and at property line between Lots D and E).

EASEMENTS AND RIGHT OF WAY

48. Owner shall dedicate private easements at final map to allow connection of utilities, storm drain facilities, and pedestrian and vehicular access across parcels as proposed. Easements may be dedicated through one of the following mechanisms:
 - A legally binding CC&R document, reviewed and approved by the City and recorded on the title of the land;
 - Prior to approval of the final map the applicant shall enter into an Agreement for Conveyance of Easements and record it against the property. The map shall reference the agreement; or
 - A statement on the map as follows “We hereby reserve easements for reciprocal private access, drainage, utilities, and maintenance, on, over, and across Parcels and these easements shall bind and insure to the benefit of the heirs, administrators, executors, and successors of the grantors and are for the benefit of each of Parcels so described.”

WASTEWATER AND SEWER COLLECTION SYSTEM

49. The project shall be connected to the City of Woodland sewer collection system, with at least one sewer lateral required for each parcel, in accordance with City of Woodland standards. Onsite sewer should be designed to not cross property lines. Cleanouts shall be installed at the back of walk for each service. If possible, avoid placement of sewer cleanouts in driveways. The portion of the lateral upstream of the back-of-walk cleanout shall be privately owned and maintained. Six inch laterals will be required for any service serving more than three dwelling units.
50. Owner shall abandon all unused sewer laterals along the property frontage. Existing 4" sewer laterals were connected to the 8" mains in California & Elizabeth by break-in (hammer taps). To properly abandon the laterals, owner shall remove approx. 2' of existing main at the break-in tap and replace with new plastic (SDR-26) pipe. Alternatively, the Owner may elect to line the existing 8" mains in California and Elizabeth via Cured-in-Place-Pipe lining technologies and omit reinstatement of the laterals to be abandoned.

WATER INFRASTRUCTURE CONDITIONS

51. Each parcel shall be served by a single domestic water service with a water meter at the back of walk and connected directly to the public water main. The existing 3" water main behind the sidewalk and within the project frontage was previously abandoned and is not available for connection.
52. If the owner elects to use a separately metered landscape irrigation service to each parcel, the irrigation service can be pulled off a shared service line that serves both domestic and irrigation.
53. All water service piping, from the owner's side of the water meter on, shall be privately owned and maintained by the owner. Traffic-rated water meter boxes shall be used in the traveled way or in other areas not separated from the travelled way by a curb or distance of five feet. Locations of the meters to be approved by the City.
54. All water services shall be protected by a backflow protection device. Backflow devices shall be tested by a City-approved tester and results provided to the Public Works Department prior to occupancy.
55. If a City owned fire hydrant is required to be installed by the Fire department, hydrant shall be connected per City standards directly to the water main in the street. Private fire hydrants shall have a separate lateral from any domestic or irrigation services, and be protected by an approved backflow device.

STORM WATER

56. Owner shall replace the frame and grate for inlet at Elizabeth Street and California Street. The drain inlet box may remain.

57. Owner shall replace the frame and grate for inlet at California and Cross Streets. The existing drain inlet box in this location is badly damaged and needs to be replaced also. Owner shall replace the existing DI box with City standard inlet and catch basin.
58. To the extent possible, the private storm drain system for Parcels D, E, and a portion of Parcel C shall be designed to connect underground with existing storm infrastructure (at DI) in the street. Any under-sidewalk drains shall be privately maintained and included on stormwater maintenance agreement.
59. Owner shall provide pre-project and post-project storm drain run off calculations during the design of public improvements and demonstrate that hydromodification requirements have been met.

STORM WATER QUALITY CONTROL

60. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
61. Project shall include low impact development standards to minimize storm drain run off, applicant shall submit a plan to minimize run off to the City for approval. The plan shall include such measures as bioretention basins, porous pavement, dry wells/trench drains, or other approved method as described in section E.12.b.(ii) of the phase II MS4 General permit (CAS000004), and demonstrate that the amount of treated run off is in accordance with the section E.12.f E.12.e.ii.c of the phase II MS4 General permit. Applicant shall enter into an access, maintenance, and reporting agreement for such measures prior to certificate of occupancy. Owner will be required to enter into a maintenance agreement for onsite storm water treatment devices.
62. Prior to Final Map Owner shall submit post construction work sheet in accordance with Appendix 8 of the City's Post Construction Standards Manual; to demonstrate how the project is meeting low impact development standards, Hydromodification standards, and Storm Water Quality Standards. These calculations will be necessary to determine the final sizing of the proposed Storm Water Quality Measures.

OWNER may reference the City's Post Construction Standards Manual on the web: <http://www.cityofwoodland.org/gov/depts/cd/divisions/engineering/development/h2oquality.asp>

63. Owner shall enter into a Stormwater Treatment Measure Access and Maintenance Agreement prior to final map.

GRADING

64. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall identify all existing trees and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor at the time of record drawing (as-built) plan preparation, stating, "I hereby state that all improvements have been substantially constructed as presented on these plans." Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
65. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes/sizing/locations, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
66. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
67. Prior to final map, the Owner shall provide cross-property drainage easements. Owner shall submit a deed disclosure to the Community Development Director and City Attorney for review and approval. Said deed disclosure shall be a separate written disclosure to the buyer detailing the nature and impacts of the drainage easements. The deed disclosure shall accompany the map and be recorded on title for the effected lots. Costs for document preparation and recording shall be borne by the Owner.

FEES

68. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
69. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If Owner pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer. If contract inspection is necessary for the project Owner shall prefund a liability account and sign an advanced funding agreement.
70. Owner shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance

71. Prior to final map owner shall provide an appraisal of land costs or other value assessment to the City and pay Quimby fees in accordance with the City Municipal Code. These fees are in addition to the City's Parks Development Impact Fees.
72. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code, Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.
73. The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

GENERAL CONDITIONS

74. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map
75. Owner shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
76. Final map and improvement plans shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
77. Applicant shall provide documentation that there are no private wells on site or that the project shall abandon any on site wells with construction of site improvements.
78. Any perimeter fencing and/or masonry walls (including footings) shall reside within the private property and shall be privately owned and maintained.
79. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Rosie Ledesma, Environmental Resource Analyst, at (530) 661-2059 for more information.

80. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.

BUILDING

81. This project must meet all criteria and mandates for these City adopted codes or the most current code:
- A. 2019 California Building Code
 - B. 2019 California Plumbing Code
 - C. 2019 California Mechanical Code
 - D. 2019 California Electrical Code
 - E. 2019 Building Energy Efficiency Standards
 - F. 2019 California Green Building Code
 - G. The Code of the City of Woodland
82. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
- a. Recycle plan is required at time of permit issuance along with a \$1000 deposit. This applies to any permit where the total area of renovation is over 1000 square feet.
83. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
84. All plans, computations, and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
85. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building and project area.
86. A soils investigation report shall be provide as specified in section 1803.2 of the 2019 CBC or a review of an existing report by a license soils engineer.

FIRE

87. Access roads for fire department apparatus shall be a minimum width of 20 feet. No Parking fire lanes shall be required to be painted in approved locations where parking of vehicles may restrict the 20-foot access lanes (any road less than 26).
88. Fire flow requirements, fire hydrant location and distribution shall meet the requirements of 2019 California Fire Code, Appendix B and C, respectively.
89. Approved address numbers shall be placed on all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property and within internal access roads and drives. Numbers shall contrast with background.

90. Fire alarm system shall be designed and installed per NFPA 72 and 2019 California Fire Code. Plans shall be submitted to the Woodland Fire Department as a deferred set for approval. Plans may be submitted electronically at risk-reduction@cityofwoodland.org
91. Automatic fire sprinkler system shall be designed and installed for residential living building, NFPA 13R (respectively) and 2019 California Fire Code. Plans shall be submitted to the Woodland Fire Department as a deferred set for approval. Plans may be submitted electronically at risk-reduction@cityofwoodland.org
92. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
93. Fire Apparatus roads extend to within 150 feet of all portions of the facility, per 2019 CFC 503.1.1



Community Development Department

300 First St, Woodland CA 95695

Phone (530) 661-5820 Fax (530) 406-0832

www.cityofwoodland.org

General Application Form

1. OWNER/APPLICANT

Property Owner:

Cronin Properties, LLC

Mailing Address:

419 Main Street

City State Zip Code:

Woodland, CA 95695

Phone Number:

(530) 666-4139

E-mail Address:

david@monleycronin.com

Project Applicant:

David Cronin

Mailing Address:

419 Main Street

City State Zip Code:

Woodland, CA 95695

Phone Number:

(530) 666-4139

E-mail Address:

david@monleycronin.com

2. PROJECT DESCRIPTION

Project Name:

Cross Court Commons

Total Acres or Square Feet:

1.69 Acres

General Plan Land Use Designation:

Medium Density Residential (MD)

Existing Zoning:

R-M Multi-family Residential

Site Address or Location:

Elizabeth Way / California Street / West Cross Street

Assessor's Parcel Number(s):

065-221-005-1 through 065-221-013-1

Is Project in Flood Zone? ☐ Yes ☒ No

Requested Entitlement/Permit Type:

PUD, Tentative Map, Site Plan Review, Design Review

PROJECT NARRATIVE/JUSTIFICATION STATEMENT: On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

3. AUTHORITY TO FILE APPLICATION

Check one: ☒ Property Owner ☐ Power of Attorney* ☐ Contract to Purchase* ☐ Other*

*Attach Evidence of Authority

ACKNOWLEDGEMENT: I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

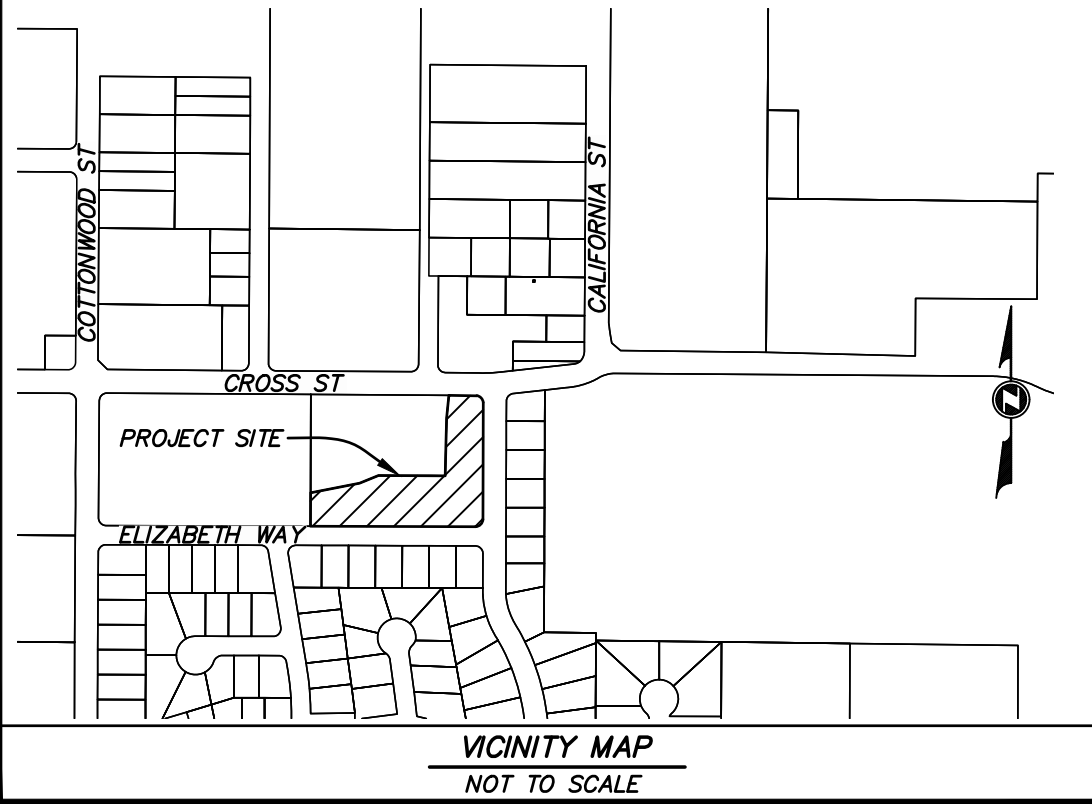
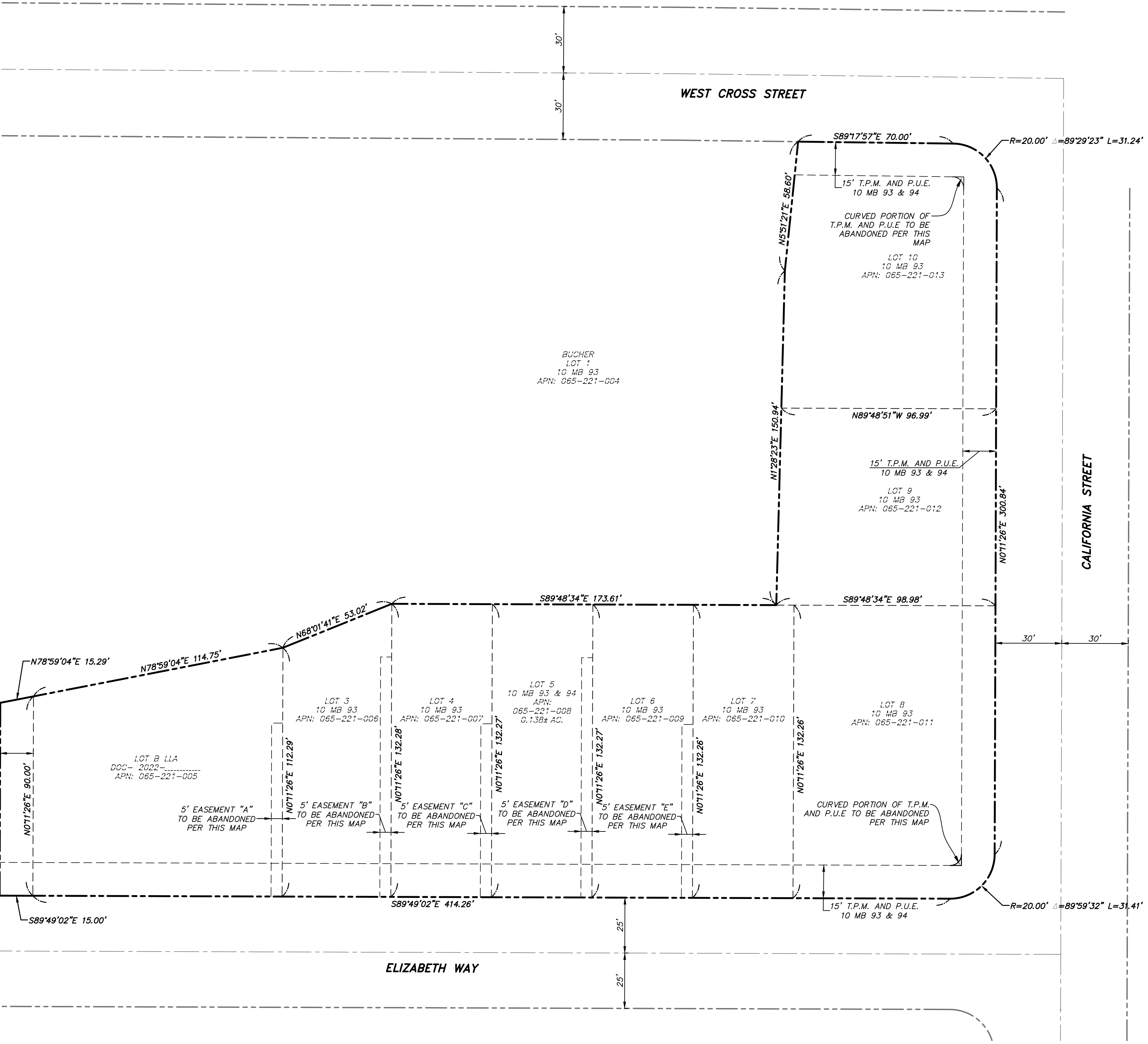
APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

David Cronin 9/12/2022
Applicant Date

[Signature] 9/12/2022
Applicant Date

Cross Court Commons, LLC 9/12/2022
Legal Owner Date

[Signature] 9/12/2022
Legal Owner Date

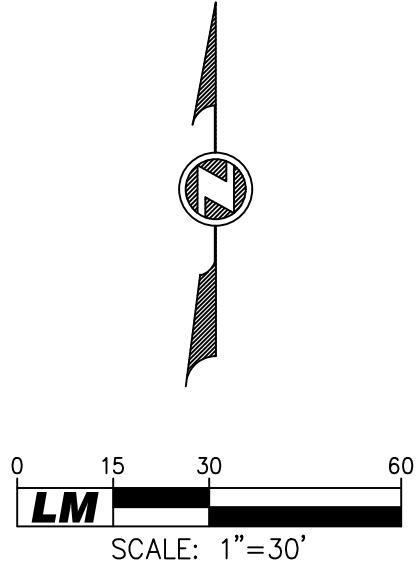


OWNER/SUBDIVDER: CROSS COURT COMMONS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

ENGINEER/SURVEYOR: LAUGENOUR AND MEIKLE
CIVIL ENGINEERS
608 COURT STREET
WOODLAND, CA. 95695
PHONE: (530) 662-1755

ASSESSOR'S NUMBER: 065-221-005-000, 065-221-006-000,
065-221-007-000, 065-221-008-000,
065-221-009-000, 065-221-010-000,
065-221-011-000, 065-221-012-000,
065-221-013-000

EXISTING USE: MD (MEDIUM DENSITY RESIDENTIAL)
EXISTING LOTS: 9 LOTS
PROPOSED USE: MD (MEDIUM DENSITY RESIDENTIAL)
EXISTING ZONING: R-M (MULTI FAMILY)
PROPOSED LOTS: 5 LOTS
PROPOSED ZONING: R-M (MULTI FAMILY)
SEWER SERVICE: CITY OF WOODLAND
DRAINAGE SERVICE: CITY OF WOODLAND
WATER SERVICE: CITY OF WOODLAND
ELECTRIC SERVICE: PACIFIC GAS & ELECTRIC
GAS SERVICE: PACIFIC GAS & ELECTRIC
TELEPHONE SERVICE: AT&T
FLOOD ZONES: ZONE X
GROSS AREA: 1.71 ACRES



LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - FAX: (530) 662-4602

REGISTERED PROFESSIONAL ENGINEER
BRYAN P. BONINO
No. 41804
CIVIL
STATE OF CALIFORNIA

REGISTERED LAND SURVEYOR
BRYAN P. BONINO
L.S. 7521
STATE OF CALIFORNIA

PROJECT ENGINEER'S SIGNATURE
By: *Bryan P. Bonino*

DATE: 9/12/22 **P.E.:** 41804
L.S.: 7521

JOB# 3971-17

**TENTATIVE SUBDIVISION MAP
FOR
CROSS COURT COMMONS**

**TENTATIVE SUBDIVISION MAP NO. 5233
FOR
CROSS COURT COMMONS
BEING A PORTION OF SECTION 31,
TOWNSHIP 10 NORTH, RANGE 2 EAST,
MOUNT DIABLO BASE AND MERIDIAN,
CITY OF WOODLAND,
YOLO COUNTY, CALIFORNIA**

BENCH MARK:
ELEVATION: _____ **DATUM:** _____
DESCRIPTION:

SCALE:
HORIZ. 1"=30' **VERT.** NONE

DATE: _____

DESIGNED BY

DRAWN BY

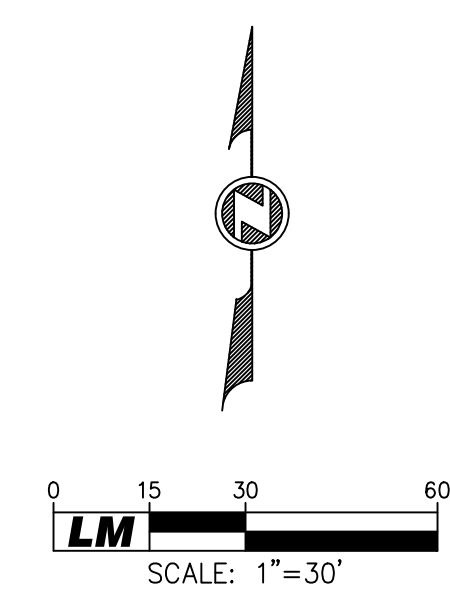
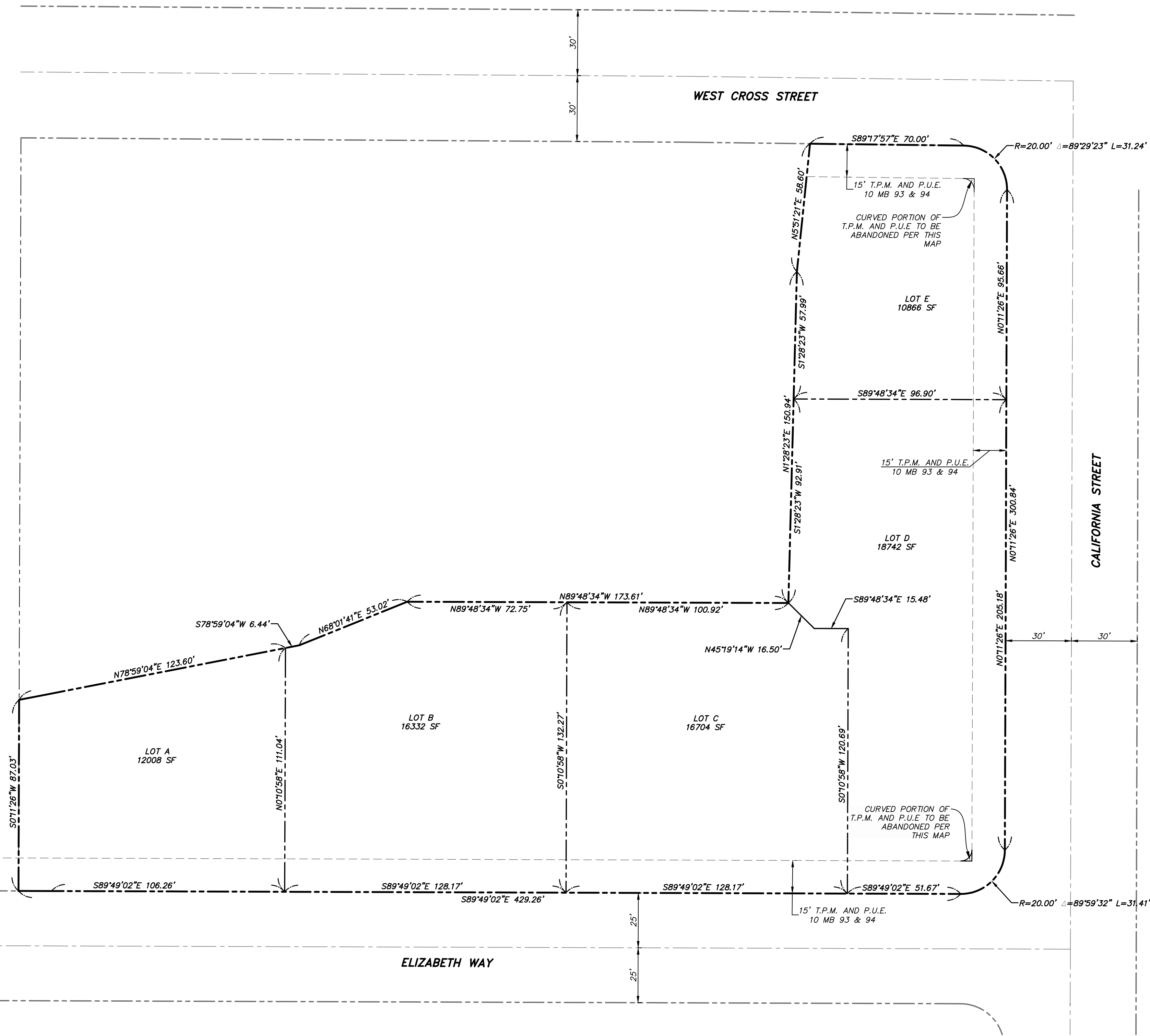
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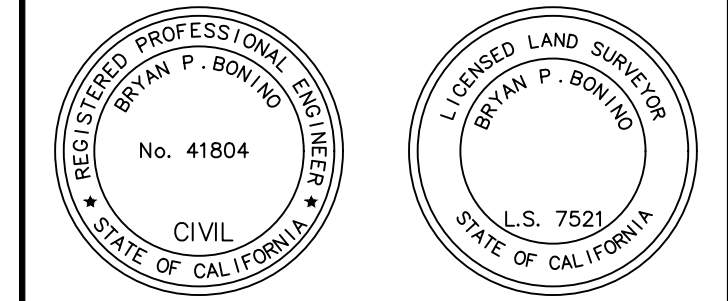
REVISIONS			
NO.	DESCRIPTION	BY APPR.	DATE

EXISTING LOTS

SHEET 1 OF 8



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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602



PROJECT ENGINEER'S SIGNATURE
By: *Bryan P. Bonino*
DATE: 9/12/22 P.E. 41804
L.S. 7521

JOB# 3971-17

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YOLO COUNTY, CALIFORNIA

BENCH MARK:
ELEVATION: _____ DATUM: _____
DESCRIPTION: _____

SCALE:
HORIZ. 1"=30' VERT. NONE
DATE: _____

DESIGNED BY _____

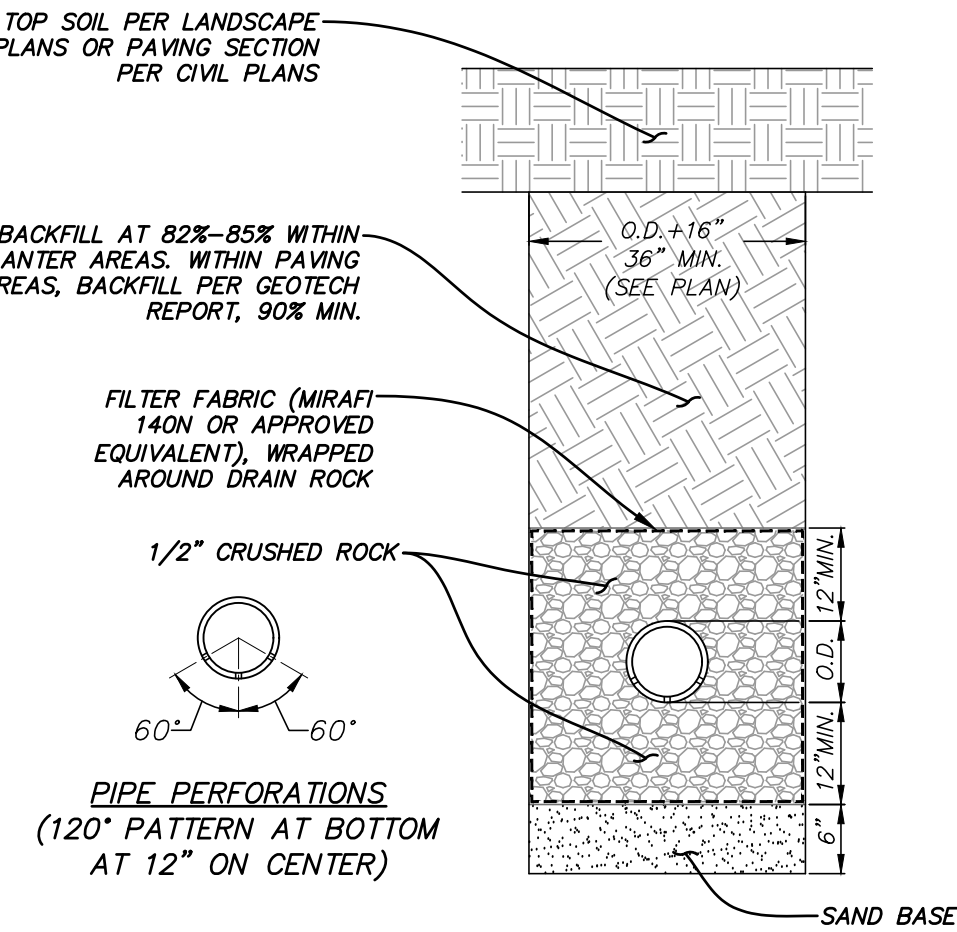
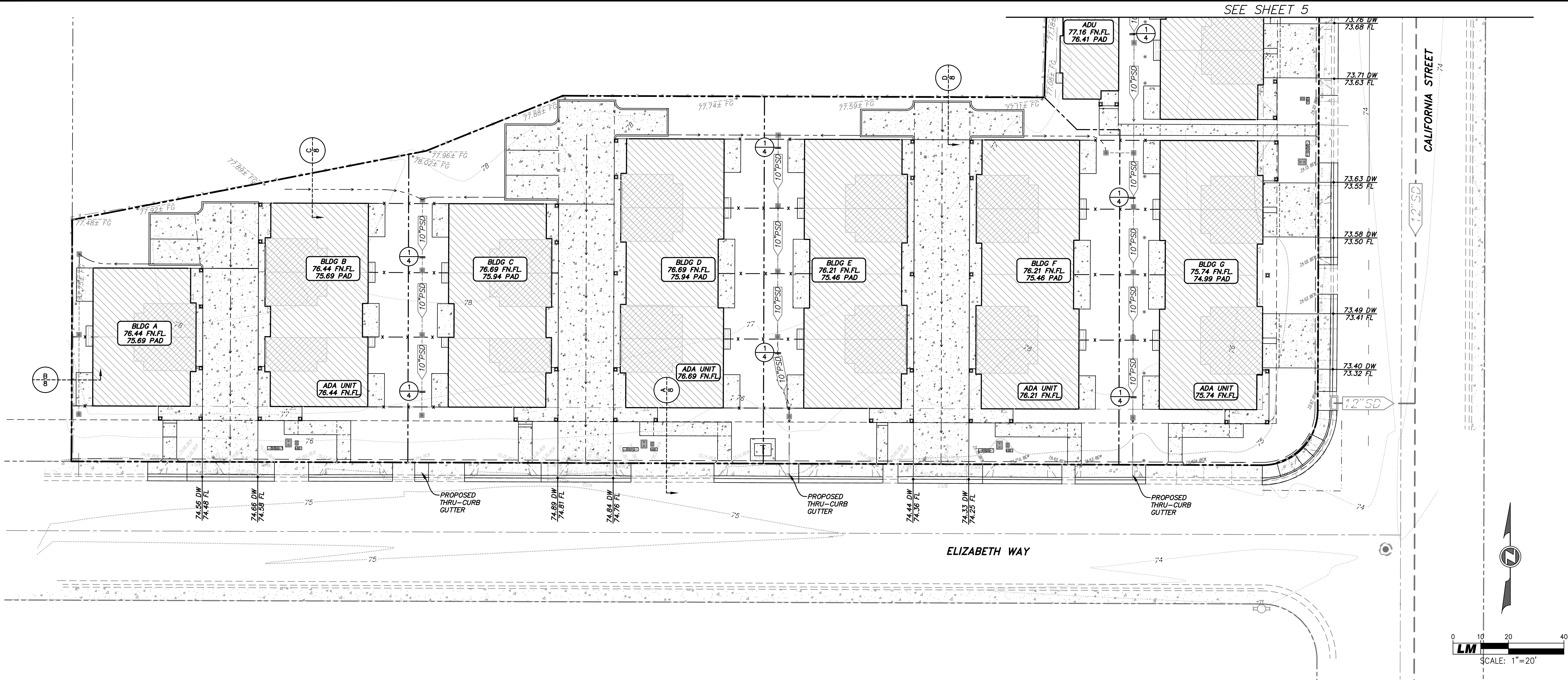
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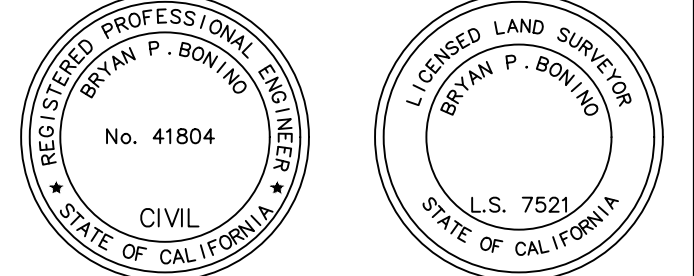
PROPOSED LOTS
SHEET 2 OF 8



- NOTES:**
1. SOIL MOISTURE LOW ENOUGH DURING CONSTRUCTION TO PREVENT SMEARING OF TRENCH SIDES AND BOTTOM. IF SMEARING OCCURS CONTRACTOR SHALL SCORE TRENCH TO PROMOTE INFILTRATION TO THE SATISFACTION OF THE ENGINEER.
 2. TRENCH BOTTOM TO BE LEVEL PLUS OR MINUS THREE INCHES ALONG THE ENTIRE LENGTH OF PERFORATE PIPE.
 3. SIDE WALLS TO BE SCORED TO PREVENT SEALING.

1 INFILTRATION TRENCH
NTS

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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - FAX: (530) 662-4602



PROJECT ENGINEER'S SIGNATURE
By: *Bryan P. Bonino*
DATE: 9/12/22 P.E. 41804
L.S. 7521

JOB# 3971-17

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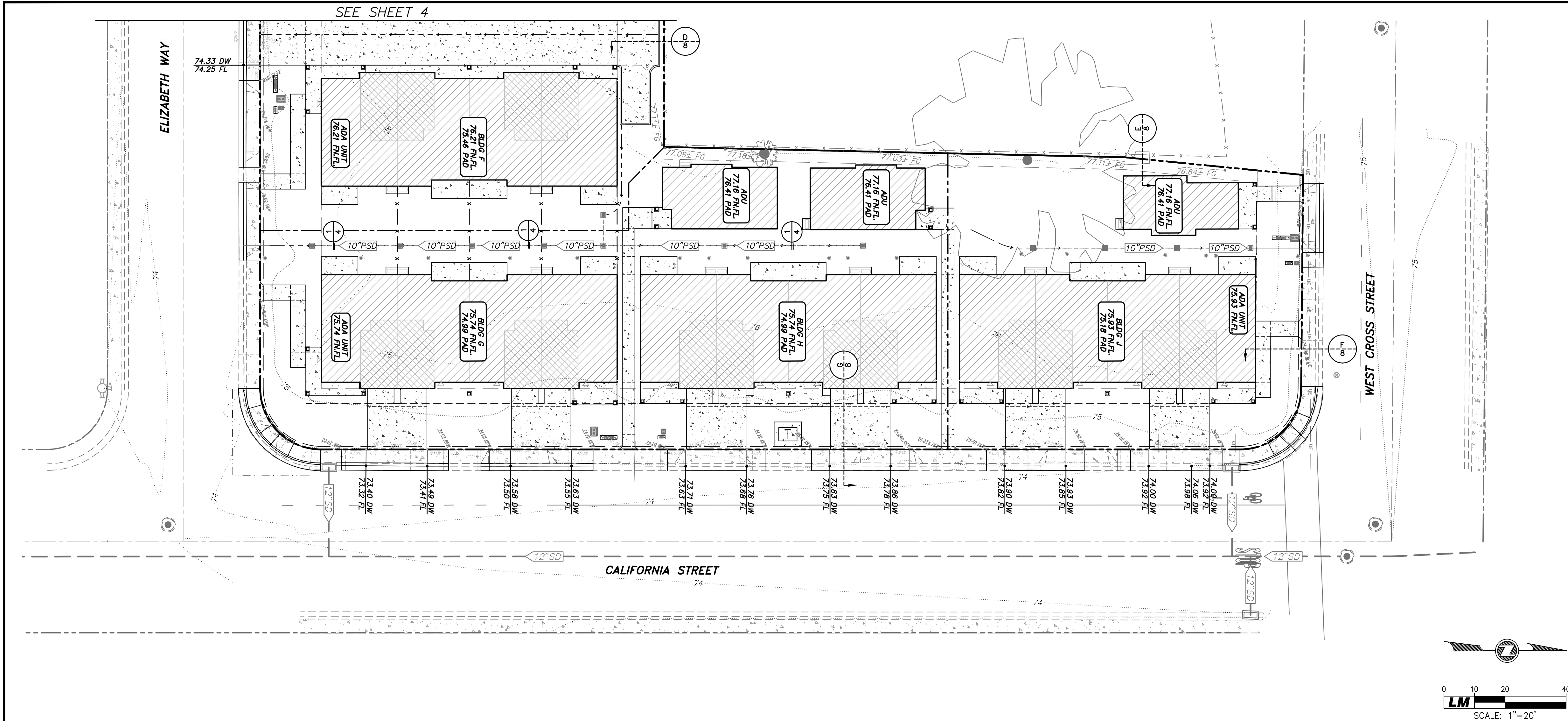
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ELEVATION: DATUM:
DESCRIPTION:

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HORIZ. 1"=20' VERT. NONE
DATE: 1"=20'

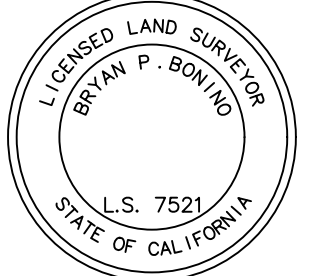
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REVIEWED BY
FILE: 3971-17_C301.dwg

REVISIONS			
NO.	DESCRIPTION	BY APPR.	DATE

GRADING &
DRAINAGE PLAN
SHEET 4 OF 8



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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - FAX: (530) 662-4602



PROJECT ENGINEER'S SIGNATURE

By: *Bryan P. Bonino*

DATE: 9/12/22 P.E. 41804
L.S. 7521

JOB# 3971-17

**TENTATIVE SUBDIVISION MAP
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YOLO COUNTY, CALIFORNIA

BENCH MARK:
ELEVATION: DATUM:
DESCRIPTION:

SCALE:
HORIZ. 1"=20' VERT. NONE

DATE:

DESIGNED BY

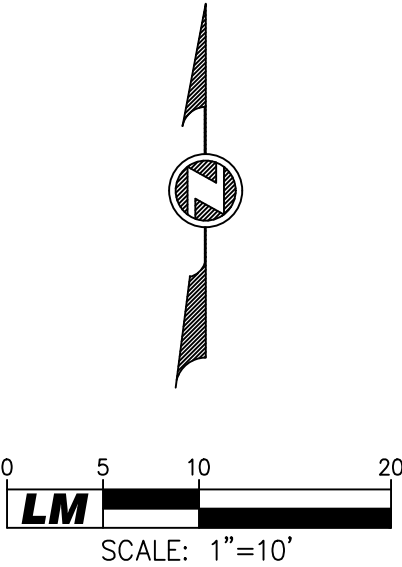
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REVIEWED BY

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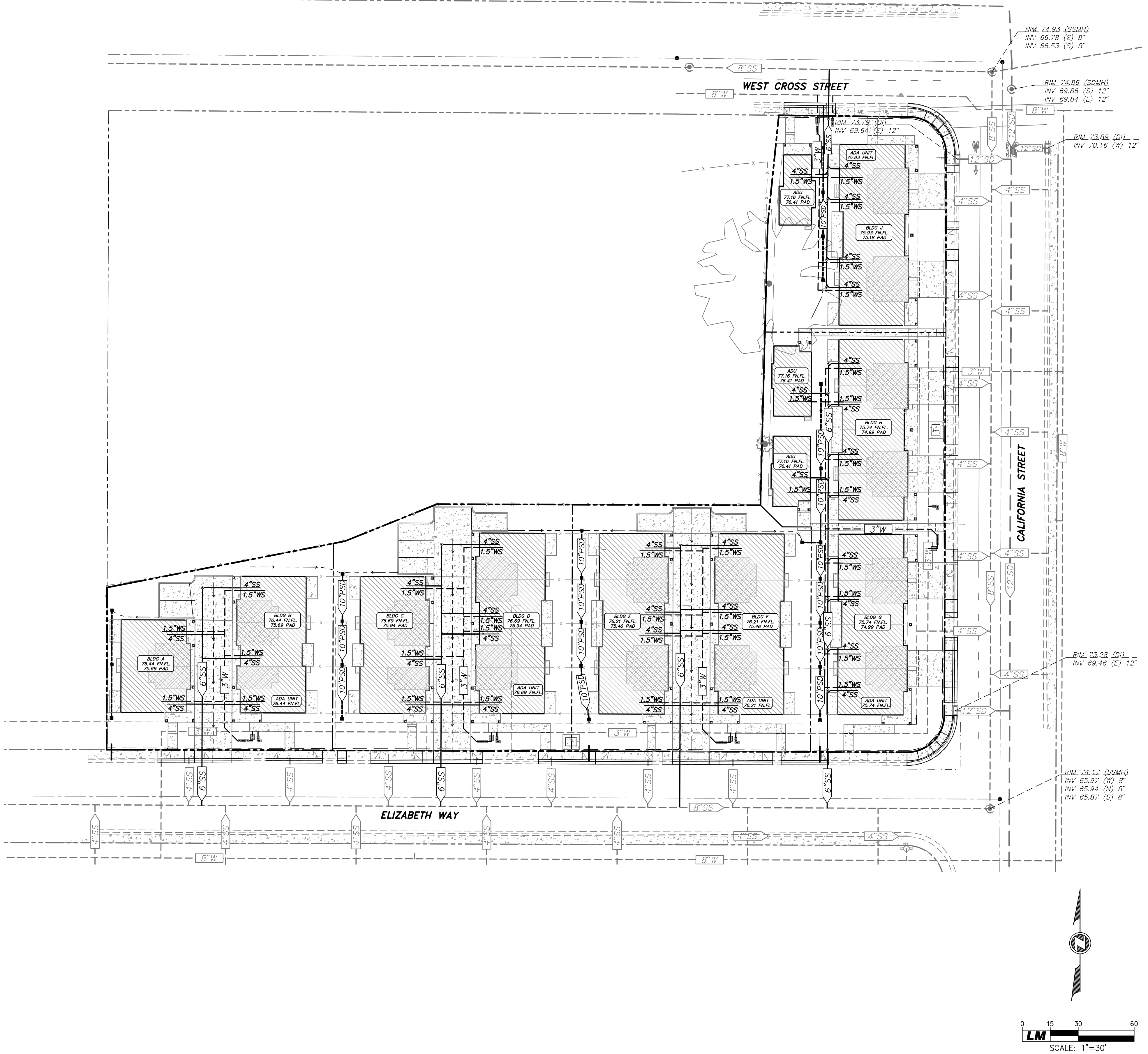
REVISIONS			
NO.	DESCRIPTION	BY APPR.	DATE

**GRADING &
DRAINAGE PLAN**
SHEET 5 OF 8



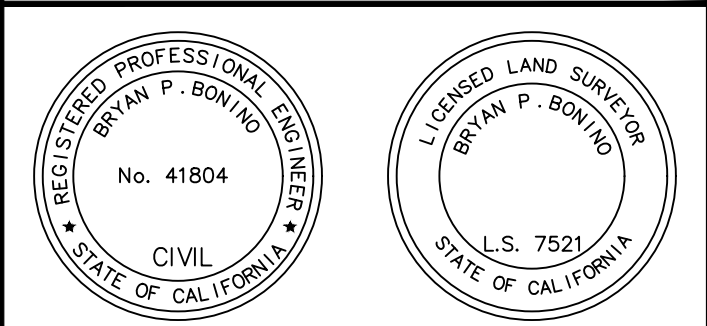
TYPICAL LOT
GRADING

SHEET 6 OF 8



LEGEND
----- 3" WATER (TYPICAL)

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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - FAX: (530) 662-4602



PROJECT ENGINEER'S SIGNATURE
BY: *Bryan P. Bonino*
DATE: 9/12/22 P.E. 41804
L.S. 7521

JOB# 3971-17

TENTATIVE SUBDIVISION MAP
FOR
CROSS COURT COMMONS

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YOLO COUNTY, CALIFORNIA

BENCH MARK:
ELEVATION: DATUM:
DESCRIPTION:

SCALE:
HORIZ. 1"=30' VERT. NONE

DATE:

DESIGNED BY

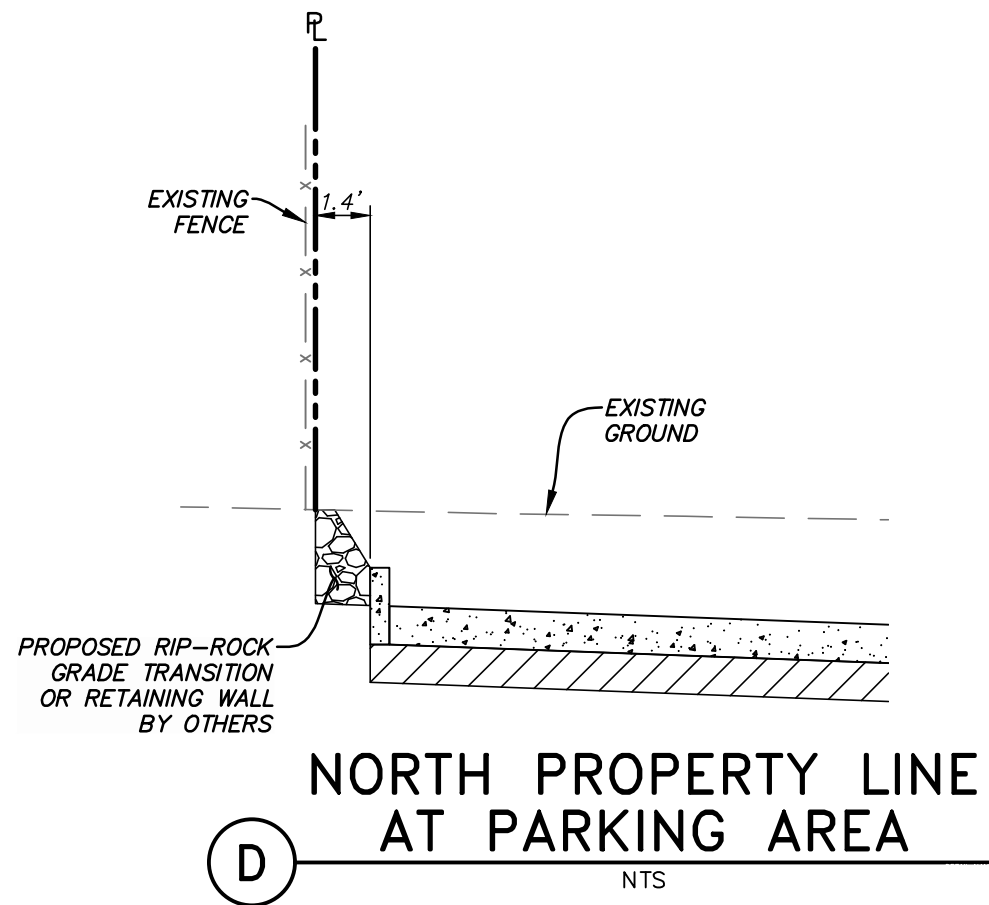
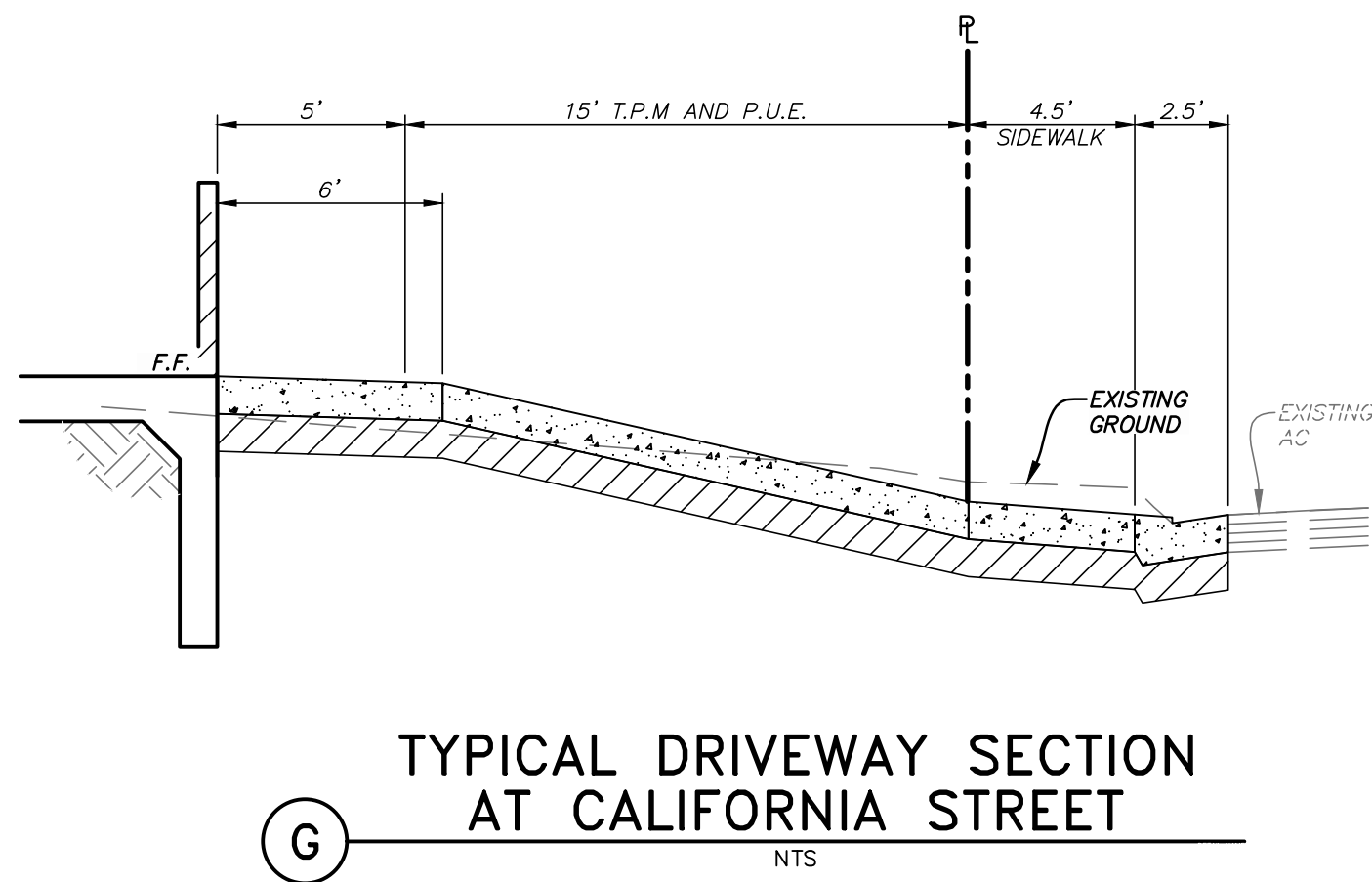
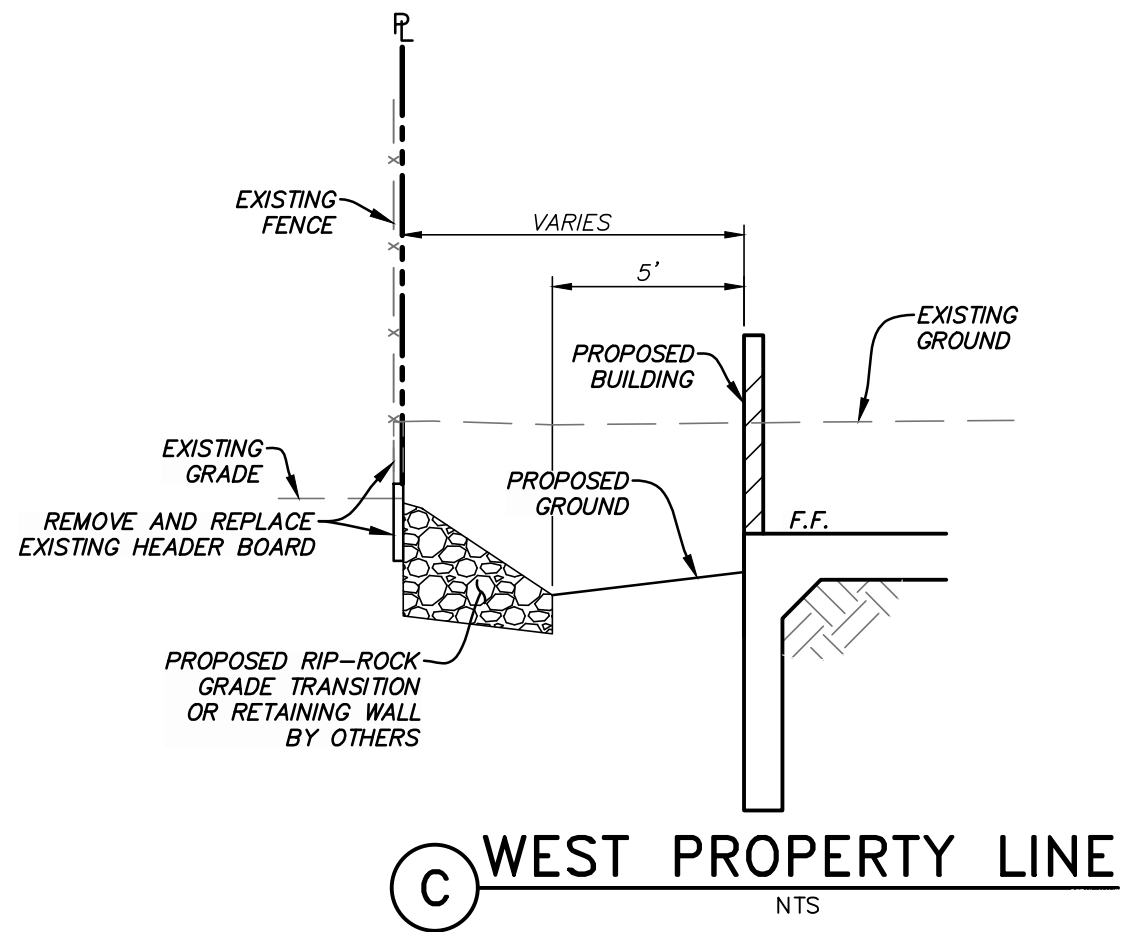
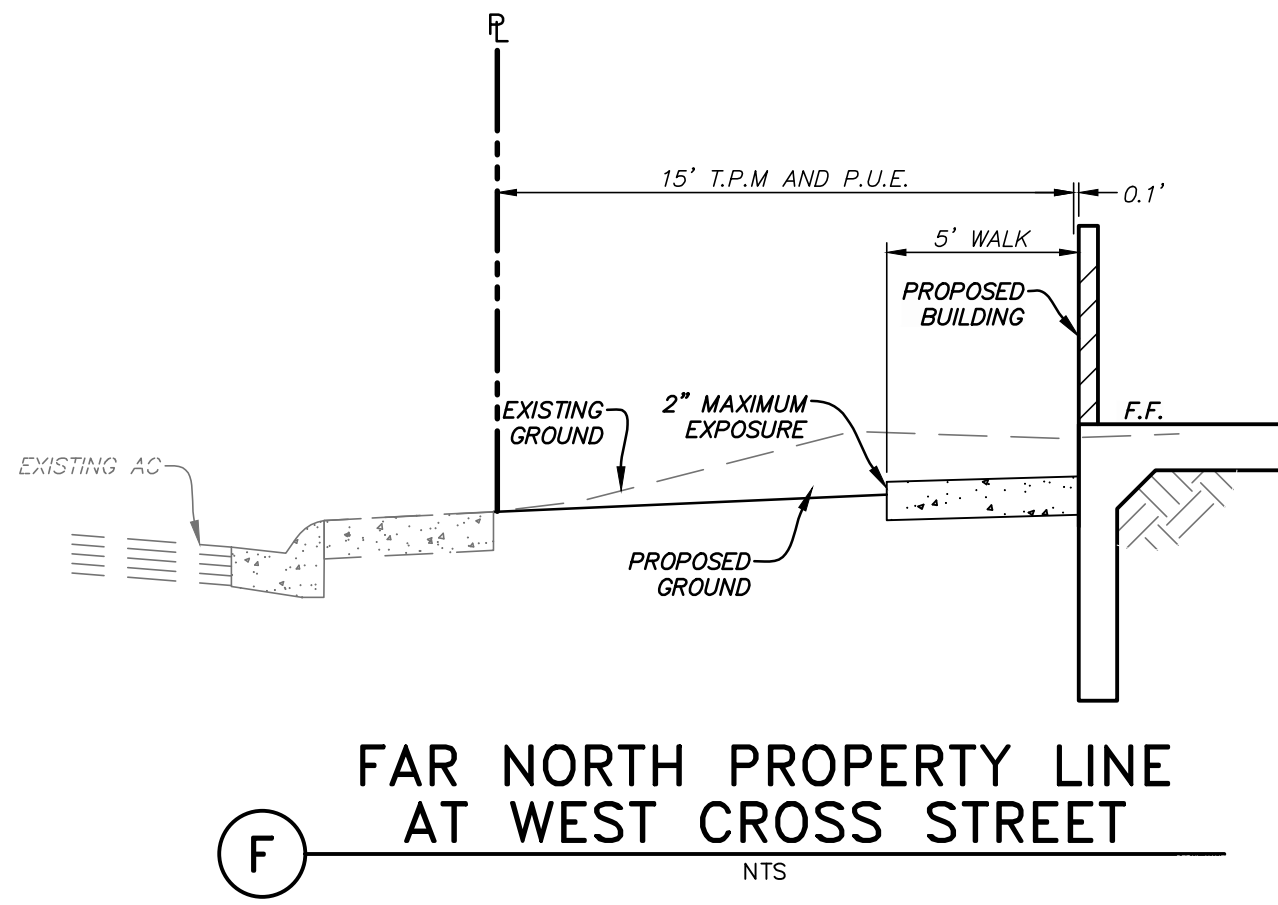
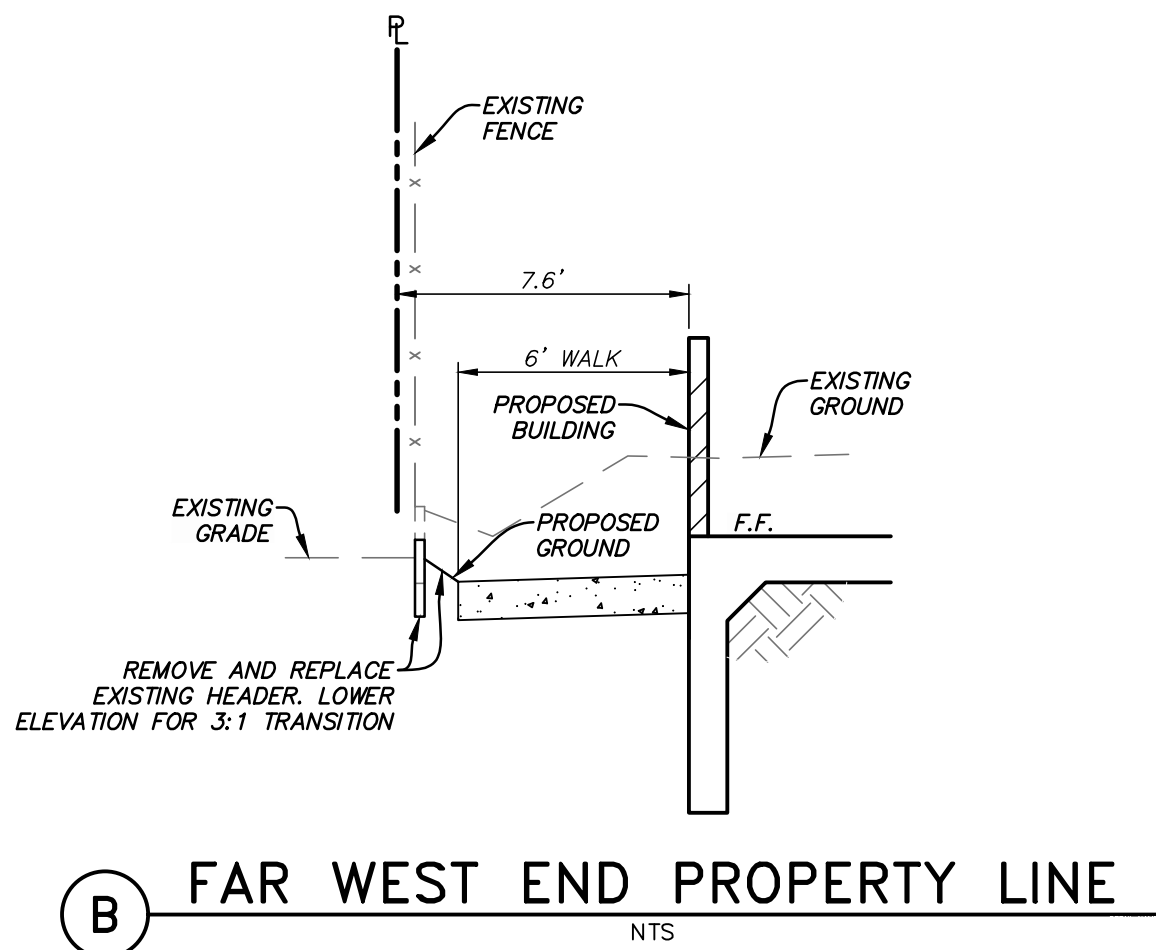
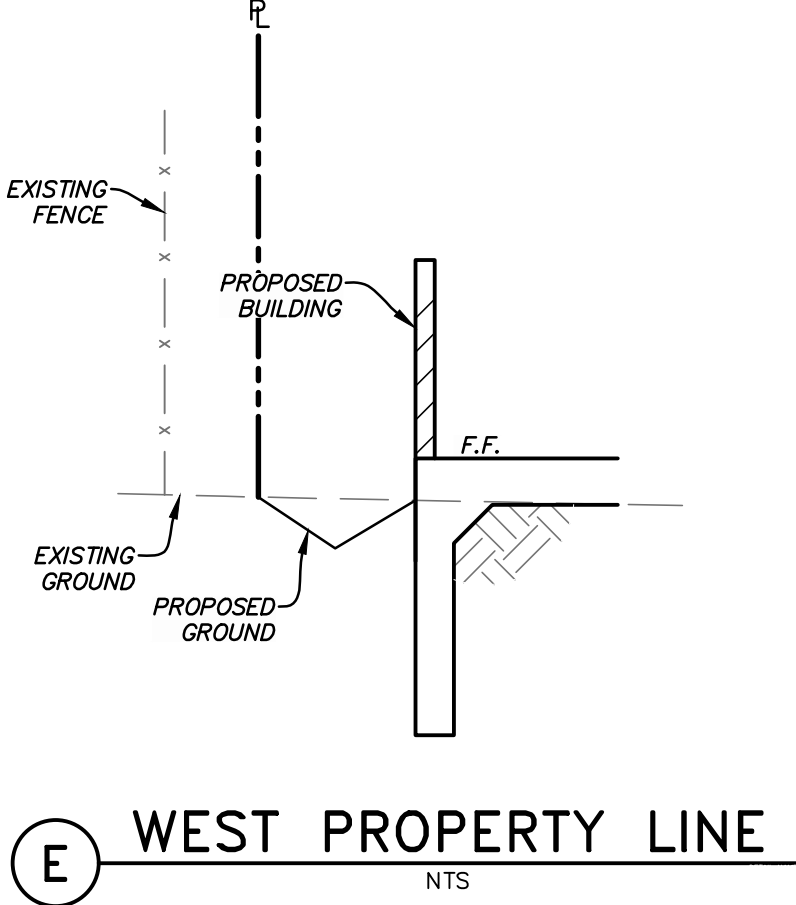
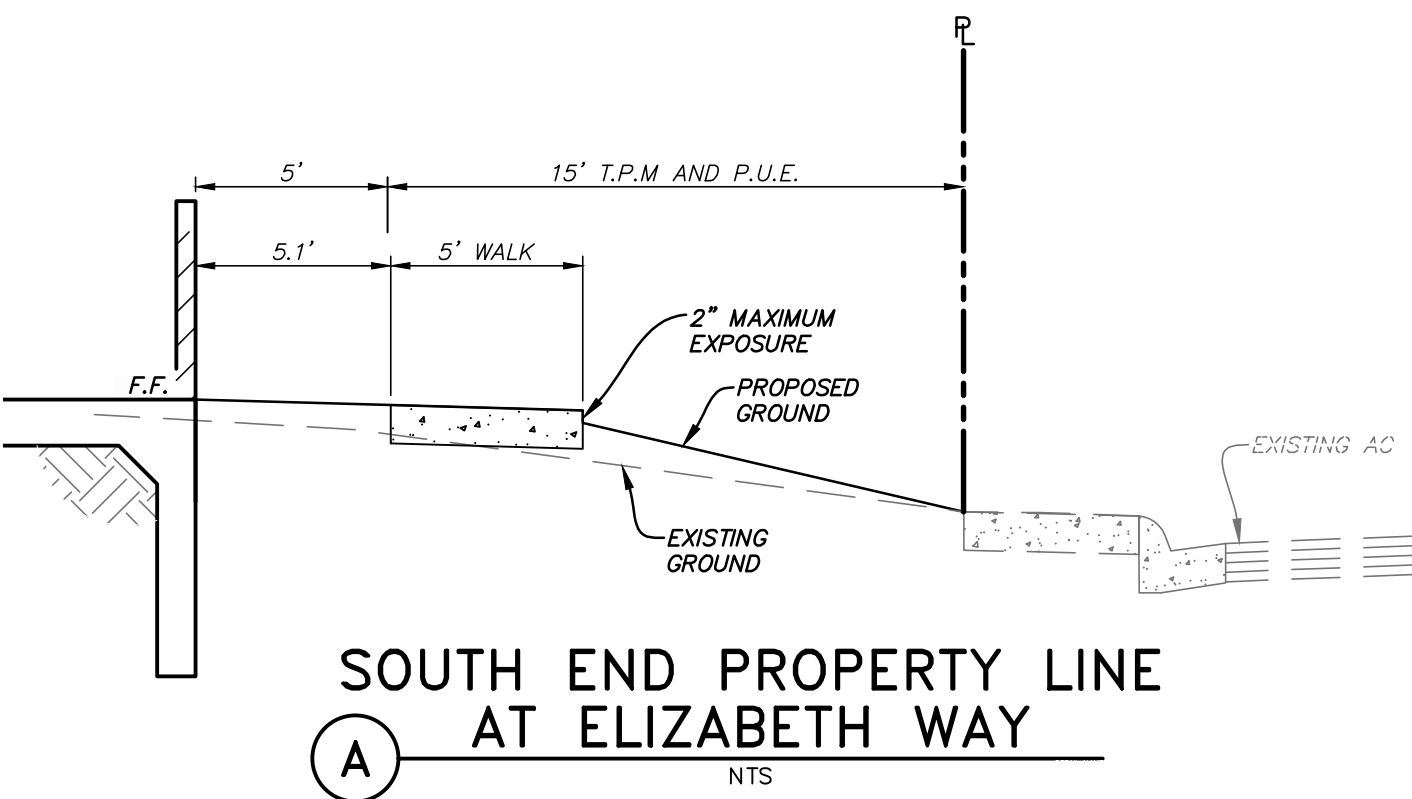
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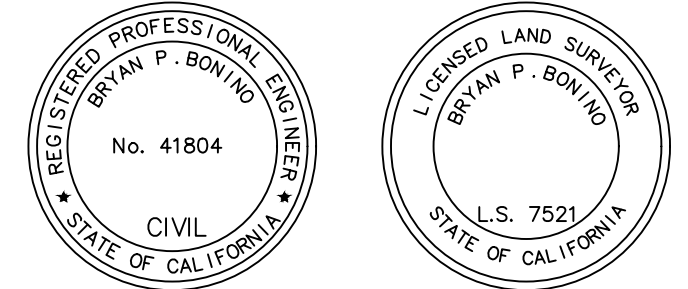
FILE: 3971-17_C401.dwg

REVISIONS			
NO.	DESCRIPTION	BY APPR.	DATE

UTILITIES PLAN
SHEET 7 OF 8



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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 - FAX: (530) 662-4622



PROJECT ENGINEER'S SIGNATURE
By: *Bryan P. Bonino*

DATE: 9/12/22 P.E. 41804
L.S. 7521

JOB# 3971-17

**TENTATIVE SUBDIVISION MAP
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CROSS COURT COMMONS**

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MOUNT DIABLO BASE AND MERIDIAN,
CITY OF WOODLAND,
YOLO COUNTY, CALIFORNIA

BENCH MARK:
ELEVATION: _____ DATUM: _____
DESCRIPTION: _____

SCALE:
HORIZ. 1"=20' VERT. NONE

DATE:
1"=20'

DESIGNED BY

DRAWN BY

REVIEWED BY

FILE: 3971-17_C801.dwg

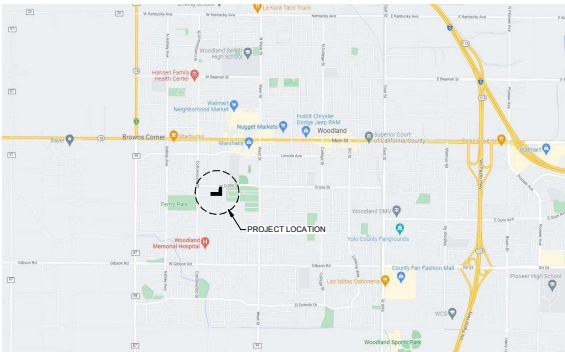
REVISIONS			
NO.	DESCRIPTION	BY APPR.	DATE

CROSS SECTIONS

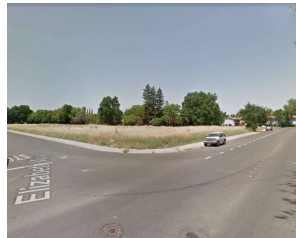
SHEET 8 OF 8



PROPOSED VIEW FROM CORNER OF ELIZABETH AND CALIFORNIA



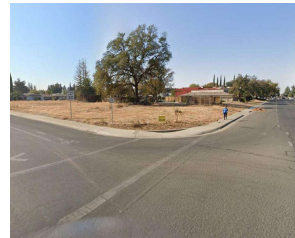
VICINITY MAP



VIEW FROM CORNER OF ELIZABETH AND CALIFORNIA



VIEW FROM CALIFORNIA



VIEW FROM CORNER OF ELIZABETH AND WEST CROSS



VIEW FROM WEST CROSS

CROSS COURT COMMONS

ELIZABETH WAY / CALIFORNIA STREET

WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

PROJECT DESCRIPTION:

THE PROPOSED PROJECT CONSISTS OF THE SUBDIVISION OF SEVEN PREVIOUSLY UNDEVELOPED SEPARATE LOTS INTO FIVE LOTS IN A MATURE NEIGHBORHOOD. NO EXISTING STRUCTURES EXIST ON THE SITE. THE EXISTING PROPERTY IS ZONED RM MULTIPLE-FAMILY RESIDENTIAL AND THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING.

THE EXISTING NEIGHBORHOOD CONTEXT CONSISTS OF A MIX OF APARTMENT BUILDINGS, DUPLEXES / HALF-PLEXES AND A NEIGHBORING BOYS AND GIRLS CLUB (FORMERLY CROSS COURT ATHLETIC CLUB) WITH A GYMNASIUM AND OUTDOOR SWIMMING POOL. THE PROJECT IS DESIGNED TO FIT IN WITH THE EXISTING NEIGHBORHOOD CONTEXT.

THE PROJECT CONSISTS OF NINE SEPARATE TWO-STORY BUILDINGS AND THREE DETACHED ACCESSORY DWELLING UNITS. EACH BUILDING CONTAINS BETWEEN TWO AND FOUR TWO-STORY TOWNHOUSE STYLE DWELLING UNITS. UNITS WILL BE FOR RENT AT MARKET RATE.

EACH UNIT WILL HAVE GARAGE PARKING FOR ONE VEHICLE. SOME UNITS WILL ALSO HAVE DRIVEWAY SPACE AVAILABLE FOR PARKING, WHICH IS CONSISTENT WITH THE NEIGHBORHOODS CURRENT DEVELOPMENT.

A LARGE EXISTING OAK TREE ON THE PROPERTY WILL BE PRESERVED AS PART OF THE DEVELOPMENT.

THE PROPOSED PROJECT DEVIATES FROM THE PRESCRIBED STANDARDS AS FOLLOWS:

	PRESCRIBED	PROPOSED
FRONT YARD SETBACK	20'-0"	NO DEVIATION
SIDE YARD SETBACK	7'-0"	3'-0"
(OVER 1 STORY)		
REAR YARD SETBACK	20'-0"	7'-0"
STREET SIDE CORNER LOT	10'-0"	NO DEVIATION
DENSITY	19.9 DU / ACRE	NO DEVIATION
LOT COVERAGE	50%	NO DEVIATION
MAXIMUM BUILDING HEIGHT	40'-0"	NO DEVIATION
LOT AREA	6,000 SF MIN	NO DEVIATION
DISTANCE BETWEEN BUILDINGS (TWO-STORY)	15'-0"	7'-0"

PROJECT DATA:

ADDRESS: CROSS COURT / CALIFORNIA STREET
WOODLAND, CALIFORNIA
065-221-005-1, 006-1, 007-1, 008-1, 009-1, 010-1.

ZONING: RM MULTIPLE-FAMILY RESIDENTIAL

AREA OF PARCEL: 1.69 ACRES

MAX DWELLING UNITS / ACRE: 19.9

MAXIMUM # OF DWELLING UNITS: 33

PROPOSED USE: MULTI-FAMILY ATTACHED

OF DWELLING UNITS PROPOSED: 32 + 3 ADU's

MAX LOT COVERAGE: 50%

MAX BUILDING HEIGHT: 40'-0"

PROPOSED HEIGHT: 30'-0"

MAX NUMBER OF STORIES: 4

PROPOSED NUMBER OF STORIES: 2

REQUIRED # OF ONSITE PARKING SPACES: 1.5 SPACES / UNIT = 48

VISITOR SPACE / 5 UNITS = 7

TOTAL: 55

PROVIDED # OF ONSITE PARKING SPACES: 52 (32 GARAGE SPACES)

PROVIDED # OF ONSTREET PARKING SPACES: 3

TOTAL: 55 > 55 REQUIRED

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P3 SITE PLAN

P4 STREET ELEVATIONS

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P6 4 PLEX SECOND FLOOR PLAN

P7 4 PLEX ROOF PLAN

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P24 PERSPECTIVES

P25 PERSPECTIVES

P26 PERSPECTIVES

P27 PERSPECTIVES

BUILDING ID	UNIT COUNT	GROSS CONDITIONED SF	UNCONDITIONED
A	2	2,986	500
B	3	4,263	804
C	4	4,263	804
D	4	5,530	1,072
E	4	5,530	1,072
F	4	5,530	1,072
G	4	5,530	1,072
H	4 (+2 ADU)	5,530 (+1,500)	1,072
I	4 (+1 ADU)	5,530 (+ 647)	1,072
TOTALS	32 (+3 ADU)	44,702 (+2,147)	8,576



CROSS COURT COMMONS

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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SHEET NO.

P1



1 SITE VICINITY PLAN
1" = 500'



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P2



CALIFORNIA STREET ELEVATION



WEST CROSS STREET ELEVATION



ELIZABETH WAY ELEVATION



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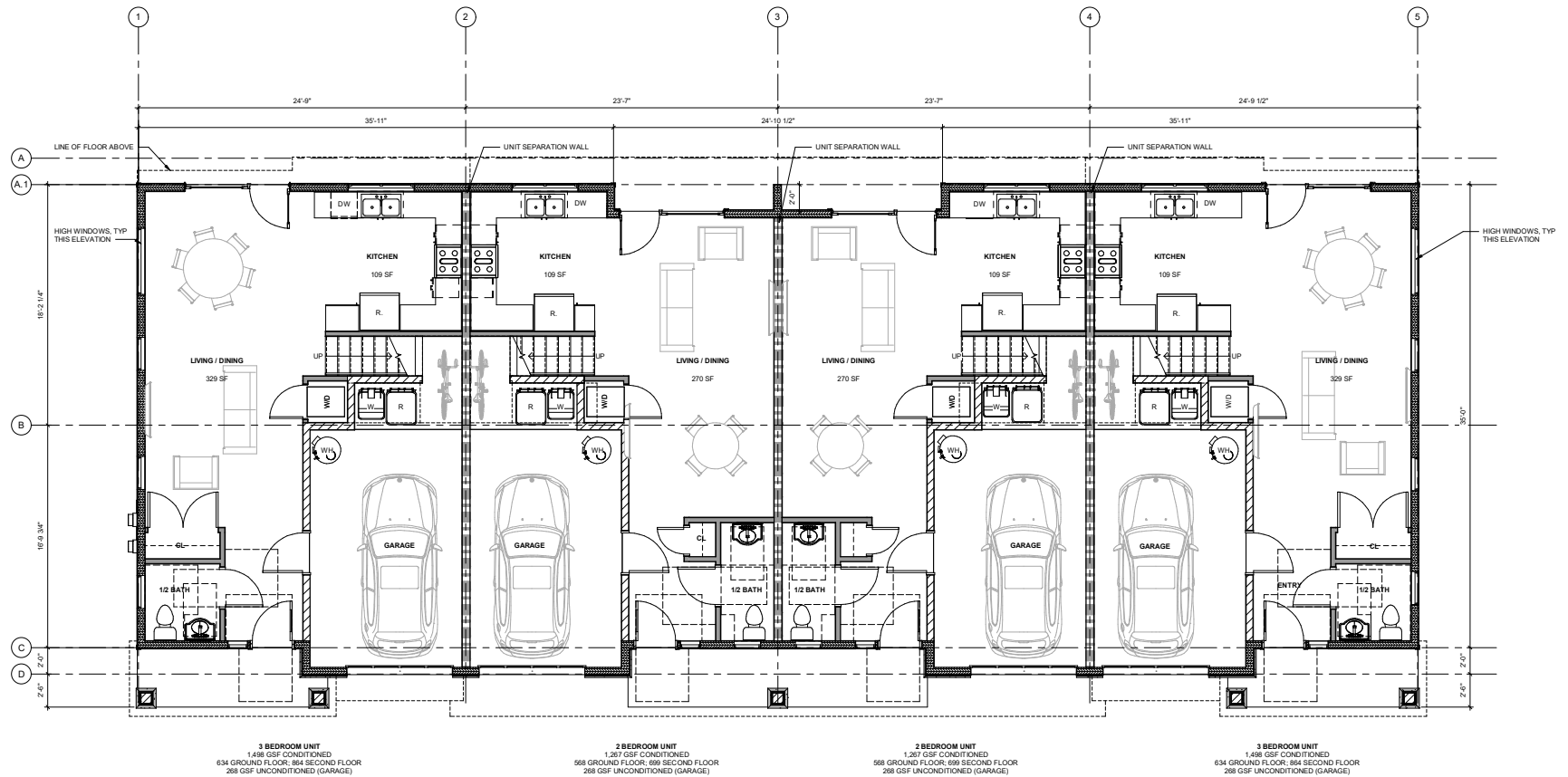
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P4



1 GROUND FLOOR PLAN
1/4" = 1'-0"

4-PLEX GROUND FLOOR PLAN



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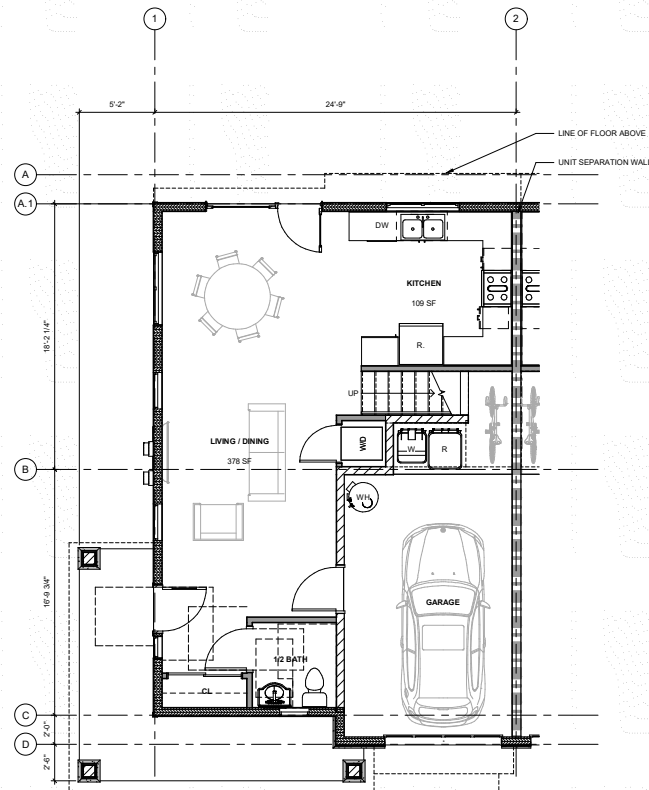
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① GROUND FLOOR SIDE ENTRY OPTION
1/4" = 1'-0"



② FRONT ELEVATION - SIDE ENTRY OPTION
1/4" = 1'-0"



③ SIDE ELEVATION - SIDE ENTRY OPTION
1/4" = 1'-0"



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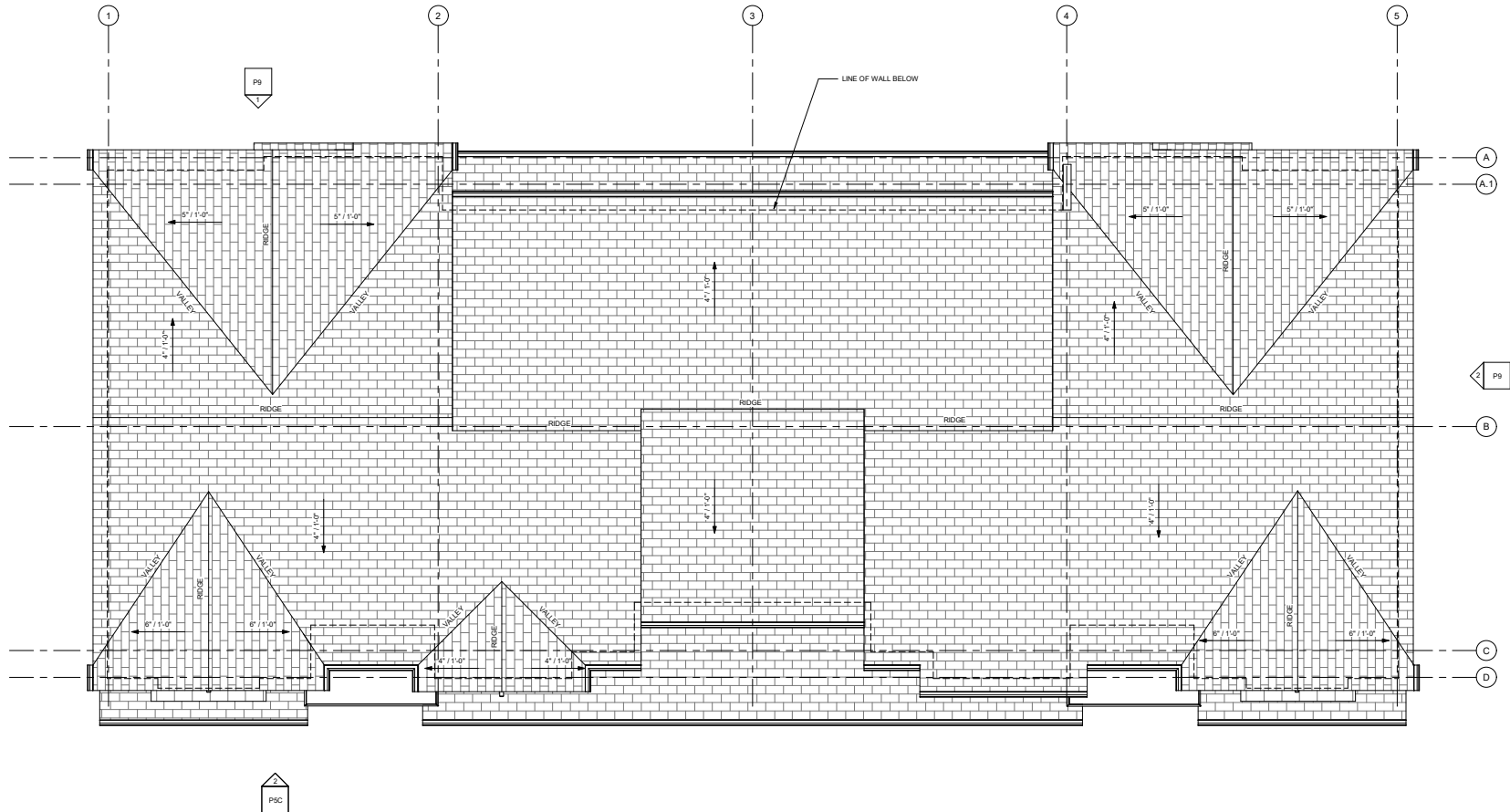
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SHEET NO.

P5C



1 ROOF PLAN
1/4" = 1'-0"

4-PLEX ROOF PLAN



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CROSS COURT COMMONS TYPICAL 4-PLEX

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P7



① FRONT ELEVATION
1/4" = 1'-0"



4-PLEX EXTERIOR ELEVATIONS



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CROSS COURT COMMONS TYPICAL 4-PLEX

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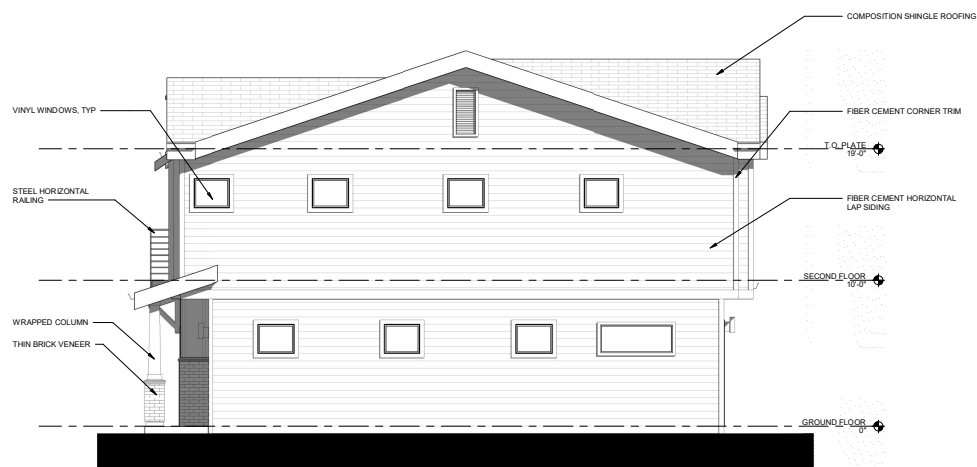
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SHEET NO.

P8



① REAR ELEVATION
1/8" = 1'-0"



② SIDE ELEVATION
1/8" = 1'-0"

4-PLEX EXTERIOR ELEVATIONS



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CROSS COURT COMMONS TYPICAL 4-PLEX

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OWNER:

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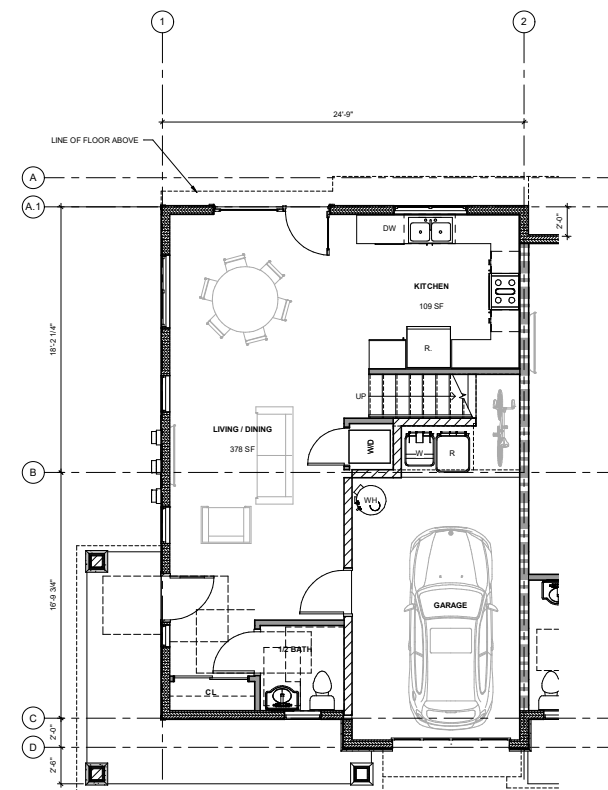
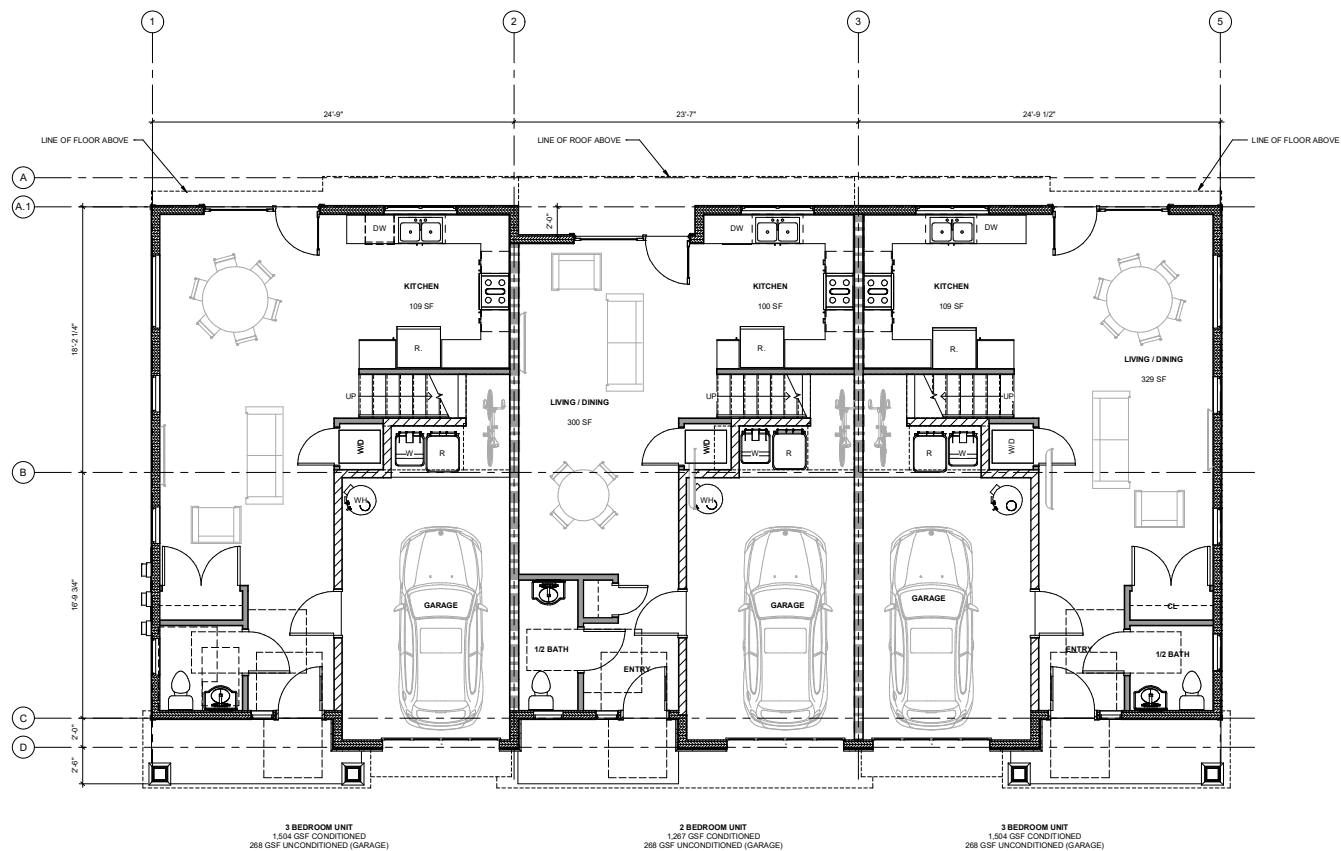
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SHEET NO.

P9



3-PLEX GROUND FLOOR PLAN



CROSS COURT COMMONS TYPICAL 3-PLEX

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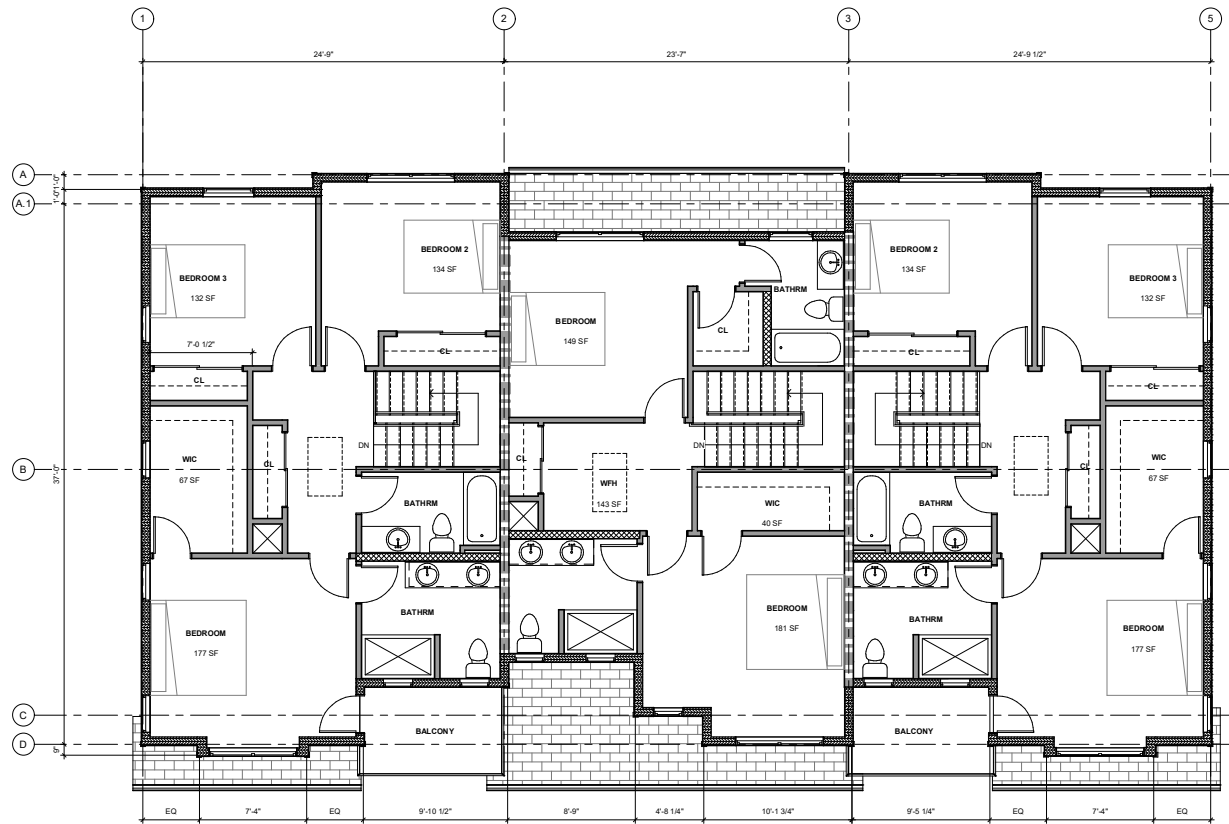
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P10



① SECOND FLOOR PLAN
1/8" = 1'-0"

3-PLEX SECOND FLOOR PLAN



CROSS COURT COMMONS TYPICAL 3-PLEX

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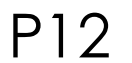
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① FRONT ELEVATION - DRIVE AISLE ENTRY
1/4" = 1'-0"



④ FRONT ELEVATION - SIDE ENTRY OPTION
1/4" = 1'-0"



② FRONT ENTRY



③ SIDE ENTRY OPTION

3-PLEX EXTERIOR ELEVATIONS



CROSS COURT COMMONS TYPICAL 3-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
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① REAR ELEVATION
1/4" = 1'-0"



② SIDE ELEVATION
1/4" = 1'-0"



③ SIDE ELEVATION - SIDE ENTRY OPTION
1/4" = 1'-0"

3-PLEX EXTERIOR ELEVATIONS



CROSS COURT COMMONS TYPICAL 3-PLEX

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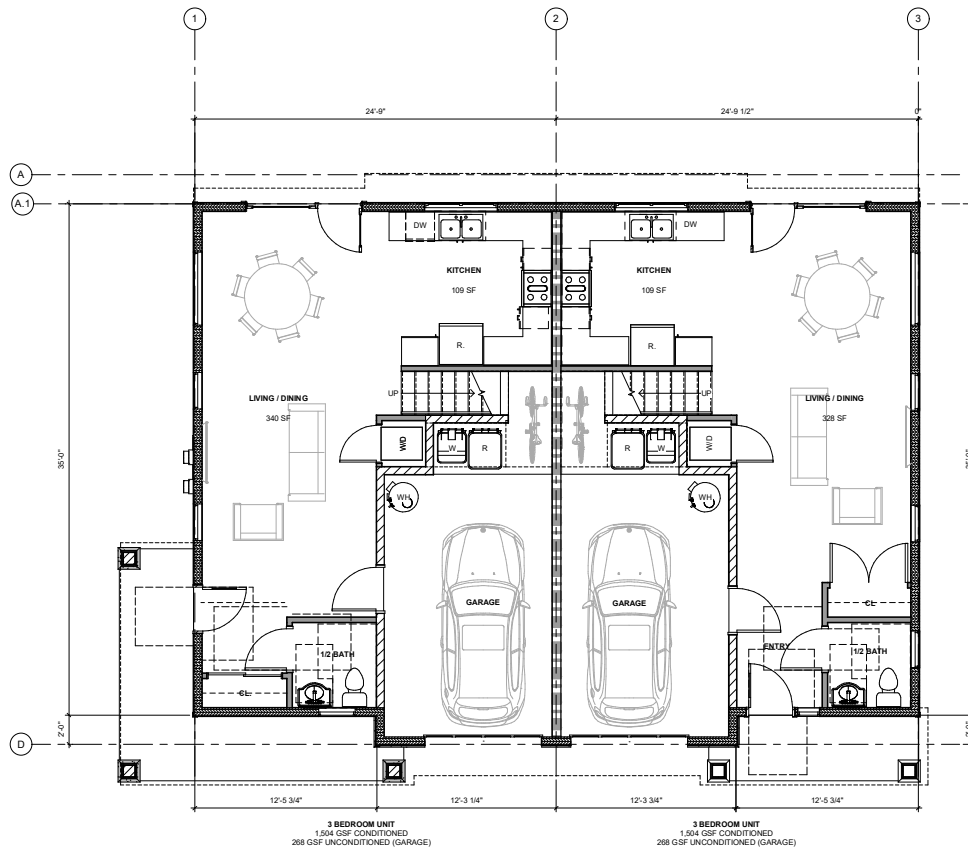
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1 GROUND FLOOR PLAN
1/4" = 1'-0"

2-PLEX GROUND FLOOR PLAN



CROSS COURT COMMONS TYPICAL 2-PLEX

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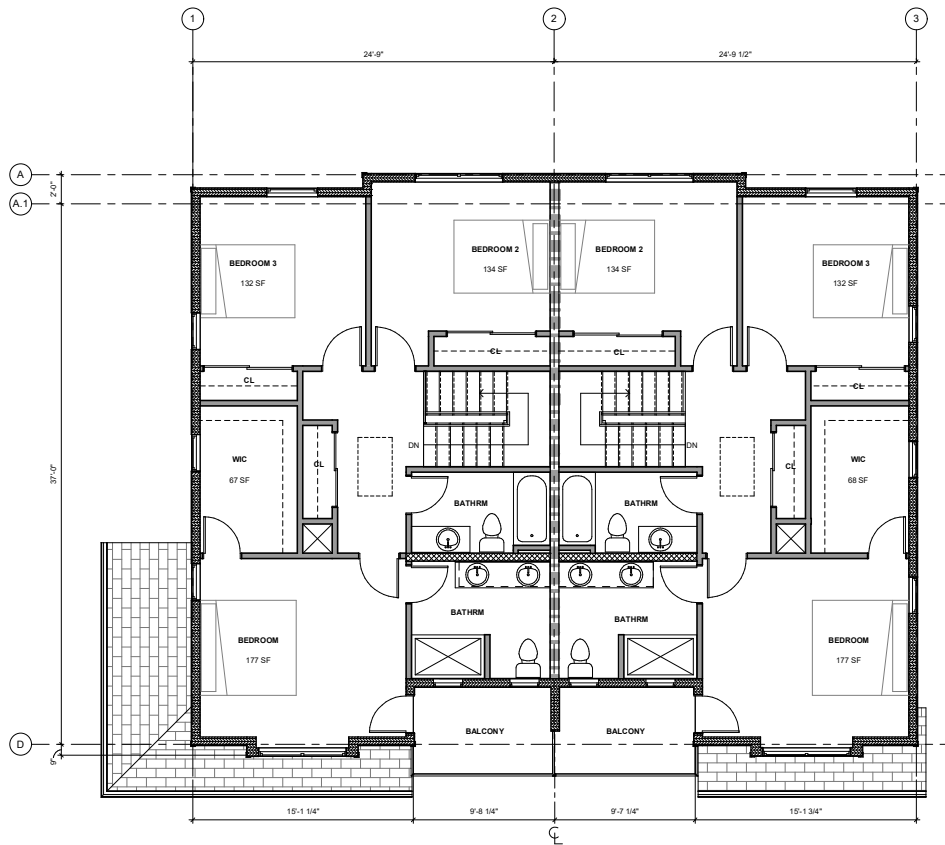
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① SECOND FLOOR PLAN
1/8" = 1'-0"

2-PLEX SECOND FLOOR PLAN



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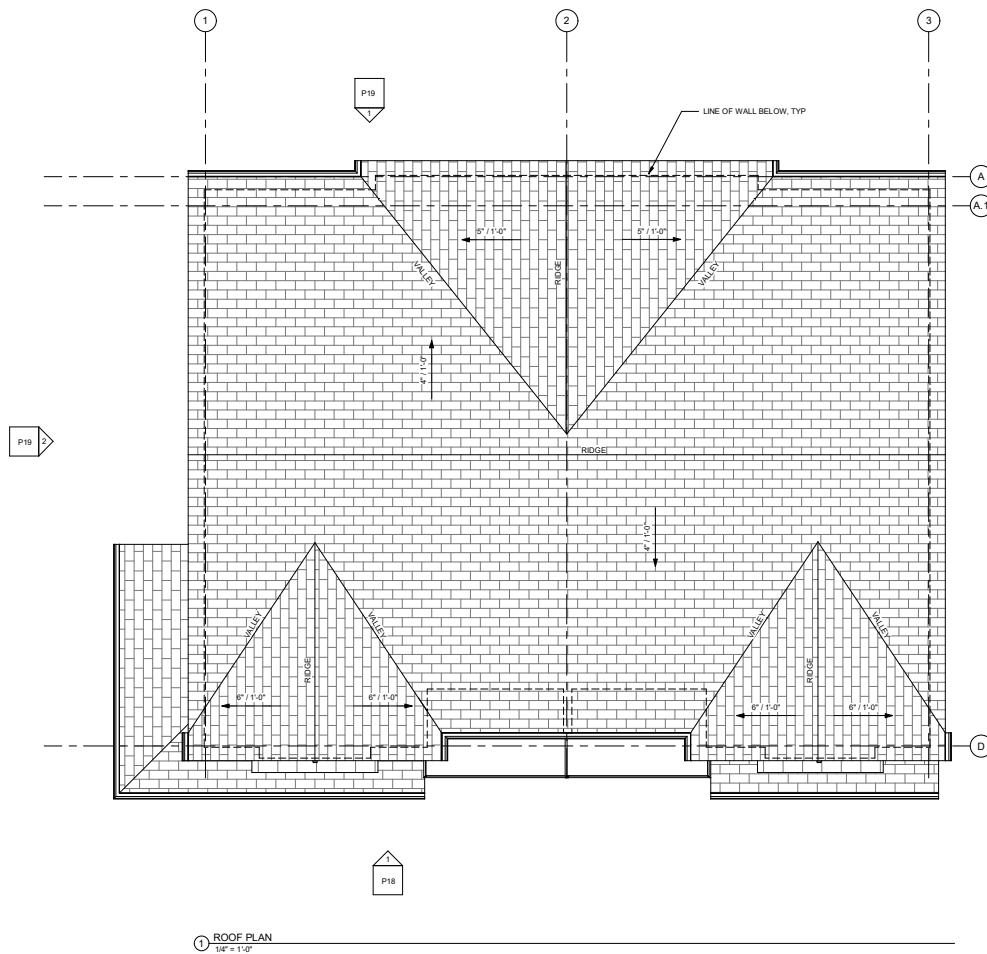
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2-PLEX ROOF PLAN



CROSS COURT COMMONS TYPICAL 2-PLEX

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① FRONT ELEVATION
1/4" = 1'-0"



2-PLEX EXTERIOR ELEVATIONS



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CROSS COURT COMMONS TYPICAL 2-PLEX

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P18



1 REAR ELEVATION
1/4" = 1'-0"



2 SIDE ELEVATION
1/4" = 1'-0"

2-PLEX EXTERIOR ELEVATIONS



CROSS COURT COMMONS TYPICAL 2-PLEX

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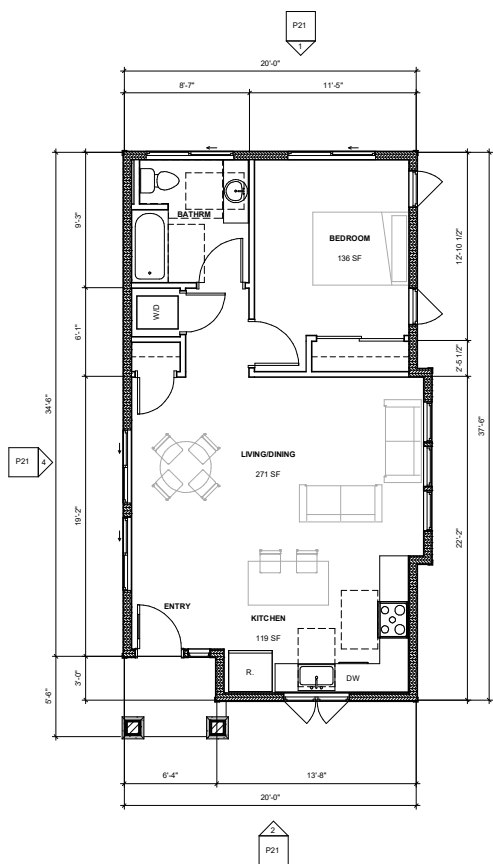
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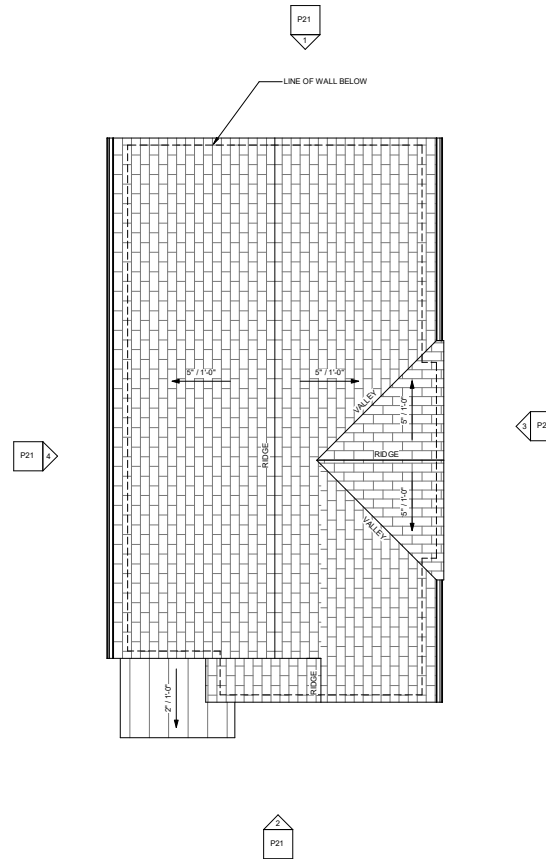
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① GROUND FLOOR PLAN - 750 SF ADU
1/4" = 1'-0"



② ROOF PLAN
1/4" = 1'-0"

750 SF ADU FLOOR & ROOF PLANS



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CROSS COURT COMMONS TYPICAL 750 SF ADU

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

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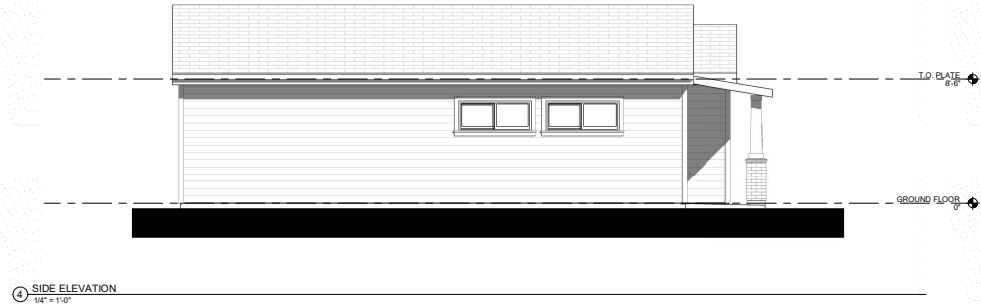
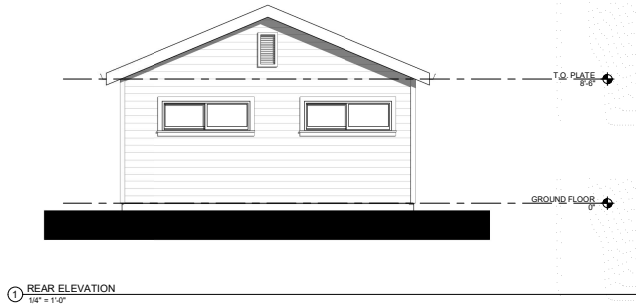
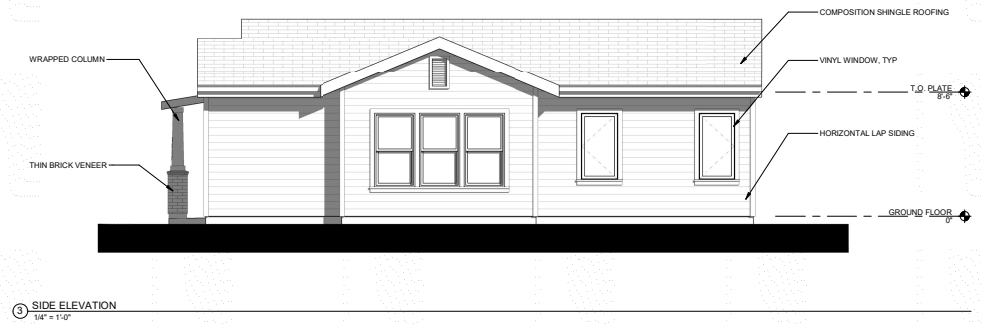
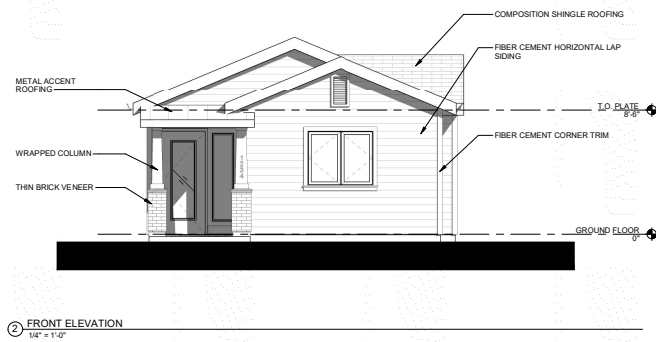
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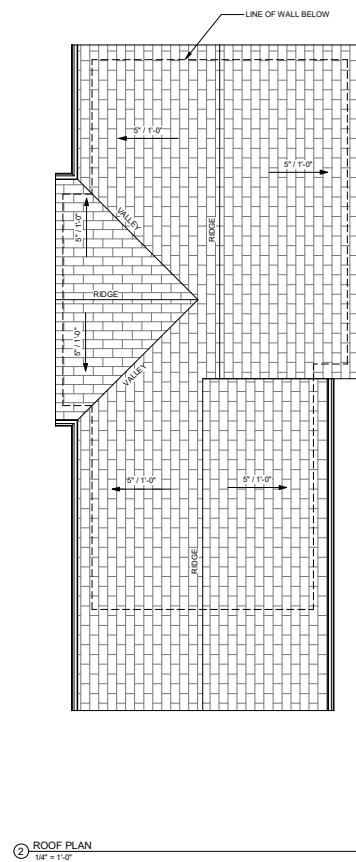
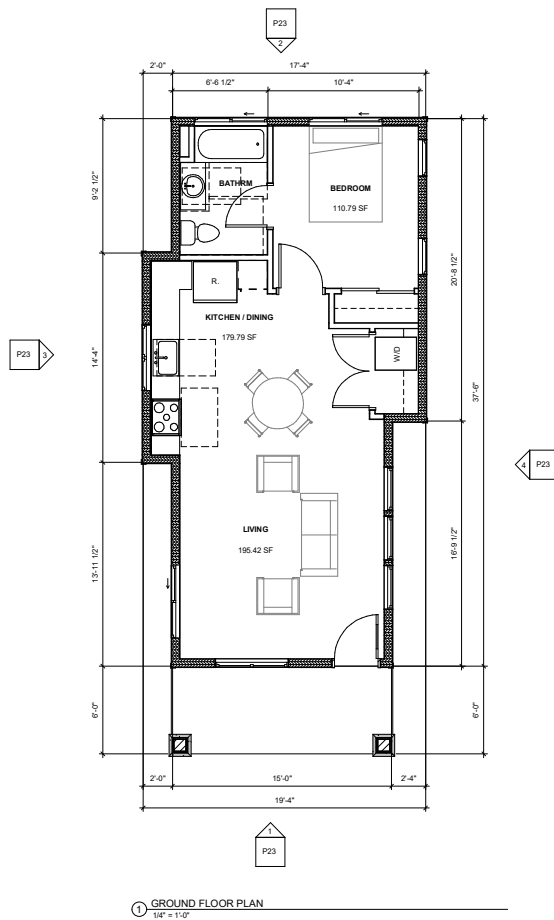
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750 SF ADU EXTERIOR ELEVATIONS

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647 SF ADU FLOOR & ROOF PLANS

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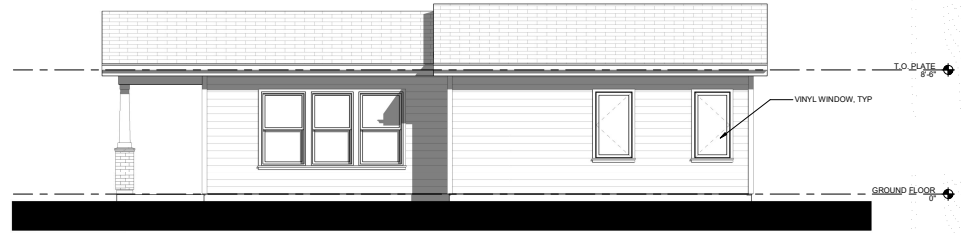
1 FRONT ELEVATION
1/4" = 1'-0"



2 REAR ELEVATION
1/4" = 1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"



4 SIDE ELEVATION
1/4" = 1'-0"

647 SF ADU EXTERIOR ELEVATIONS



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CROSS COURT COMMONS - 647 SF ADU

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				SHEET NO. P25

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PROJECT INFORMATION SUMMARY SHEET

Cross Court Commons (PLNG 22 -00066) – Request to approve a Tentative Subdivision Maps (TSM #5233) a Zoning Amendment to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, The applicant, Cronin Properties LLC, is requesting project review for and associated lot merger for a 35 unit multifamily housing complex at the corner of Elisabeth way and California Street. The applicant is requesting a planned development for slightly modified setbacks to the R-M multifamily zoning to accommodate shared driveway courts and private backyards.

Location: The 1.71 acres site (APN: 065-221-005, 006, 007, 008, 009, 010, 011, 012, 013) is located at the southwest corner of Elisabeth way and California Street.

Applicant/Owner:

Applicant/Owner: Cronin Properties, LLC, 419 Main Street, Woodland CA, 95695

Environmental Review: The project qualifies for a Categorical Exemption, as the project has been determined not to have a significant effect on the environment and shall, therefore, be exempt from the provisions of CEQA. The proposed project qualifies for a Class 32 exemption, Section 15332, consisting of a project characterized as in-fill development on a project site of no more than five acres that is substantially surrounded by urban uses. The project is consistent with all applicable City policy documents and can adequately be served by all required utilities and public services. Approval of the project would not result in any significant impacts under CEQA.

APN: APN 065-221-005, 006, 007, 008, 009, 010, 011, 012, 013 - 1.71 acres

Project Planner: Megan Meier, Associate Planner

Staff Recommendation: City Council Approval with Conditions

Report For: City Council Public Hearing, December 20, 2022

General Plan Designation: Medium Density (8.1 – 19.9 DU/Gross Acre)

Current Zoning: Multi- Family/R-M (8.1 – 19.9 DU/Acre)

Specific Plan Designation: N/A

Existing Land Uses: Vacant/ Existing curb, gutter, sidewalk.

Flood Zone: Flood Zone X – Area Outside the 2% Annual Chance Flood Event, FIRM Community Panel Number – 060426-0445H Revised May 16, 2002

Street Access: California Street and Elizabeth Way via Cross Street

Adjacent Land Uses & Zoning:

Direction	Land Use	Zoning
North	Existing Multi- Family	R-M
South	Existing Multi- Family Duplex	R-2
East	Existing Multi- Family Duplex	R-2
West	Boys and Girls Club	R-M

Applicable Laws, Codes & Ordinances:

This project is subject to several laws, codes and ordinances:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- California Environmental Quality Act (CEQA)
- Yolo Habitat Conservation Plan (HCP)
- Inclusionary Housing Ordinance



PROPOSED VIEW FROM CORNER OF ELIZABETH AND CALIFORNIA

CROSS COURT COMMONS

ELIZABETH WAY / CALIFORNIA STREET

WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

PROJECT DESCRIPTION:

THE PROPOSED PROJECT CONSISTS OF THE SUBDIVISION OF SEVEN PREVIOUSLY UNDEVELOPED SEPARATE LOTS INTO FIVE LOTS IN A MATURE NEIGHBORHOOD. NO EXISTING STRUCTURES EXIST ON THE SITE. THE EXISTING PROPERTY IS ZONED R-M MULTIPLE-FAMILY RESIDENTIAL AND THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE ZONING.

THE EXISTING NEIGHBORHOOD CONTEXT CONSISTS OF A MIX OF APARTMENT BUILDINGS, DUPLEXES / HALF-PLEXES AND A NEIGHBORING BOYS AND GIRLS CLUB (FORMERLY CROSS COURT ATHLETIC CLUB) WITH A GYMNASIUM AND OUTDOOR SWIMMING POOL. THE PROJECT IS DESIGNED TO FIT IN WITH THE EXISTING NEIGHBORHOOD CONTEXT.

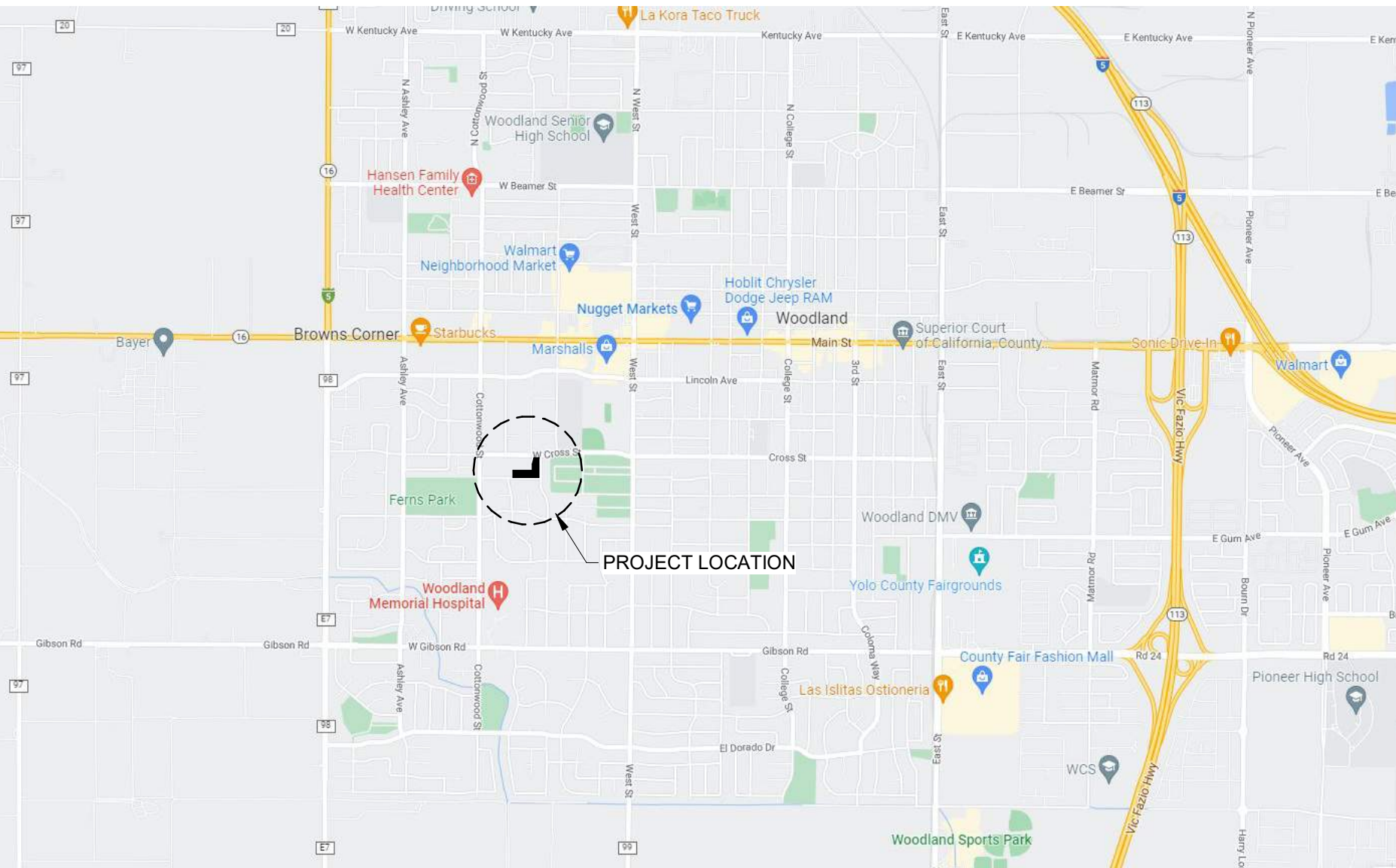
THE PROJECT CONSISTS OF NINE SEPARATE TWO-STORY BUILDINGS AND THREE DETACHED ACCESSORY DWELLING UNITS. EACH BUILDING CONTAINS BETWEEN TWO AND FOUR TWO-STORY TOWNHOUSE STYLE DWELLING UNITS. UNITS WILL BE FOR RENT AT MARKET RATE.

EACH UNIT WILL HAVE GARAGE PARKING FOR ONE VEHICLE. SOME UNITS WILL ALSO HAVE DRIVEWAY SPACE AVAILABLE FOR PARKING, WHICH IS CONSISTENT WITH THE NEIGHBORHOOD'S CURRENT DEVELOPMENT.

A LARGE EXISTING OAK TREE ON THE PROPERTY WILL BE PRESERVED AS PART OF THE DEVELOPMENT.

THE PROPOSED PROJECT DEVIATES FROM THE PRESCRIBED STANDARDS AS FOLLOWS:

	PRESCRIBED	PROPOSED
FRONT YARD SETBACK	20'-0"	NO DEVIATION
SIDE YARD SETBACK (OVER 1 STORY)	7'-6"	3'-9"
REAR YARD SETBACK	20'-0"	7'-6"
STREET SIDE CORNER LOT DENSITY	10'-0"	NO DEVIATION
LOT COVERAGE	19.9 DU / ACRE	NO DEVIATION
MAXIMUM BUILDING HEIGHT	50%	NO DEVIATION
LOT AREA	40'-0"	NO DEVIATION
DISTANCE BETWEEN BUILDINGS (TWO-STORY)	6,000 SF MIN	15'-0"
		7'-9"



VICINITY MAP



VIEW FROM CORNER OF ELIZABETH AND CALIFORNIA



VIEW FROM CORNER OF ELIZABETH AND WEST CROSS



VIEW FROM CALIFORNIA



VIEW FROM WEST CROSS

PROJECT DATA:

ADDRESS:	CROSS COURT / CALIFORNIA STREET
APN #:	WOODLAND, CALIFORNIA
ZONING:	065-221-005-1, 006-1, 007-1, 008-1, 009-1, 010-1, 011-1, 012-1, 013-1
AREA OF PARCEL:	R-M MULTIPLE-FAMILY RESIDENTIAL
MAX DWELLING UNITS / ACRE:	1.69 ACRES
MAXIMUM # OF DWELLING UNITS:	19.9
PROPOSED USE:	33
# OF DWELLING UNITS PROPOSED:	MULTI-FAMILY ATTACHED
MAX LOT COVERAGE:	32 + 3 ADUs
MAX BUILDING HEIGHT:	50%
PROPOSED HEIGHT:	40'-0"
MAX NUMBER OF STORIES:	30'-0"
PROPOSED NUMBER OF STORIES:	4
REQUIRED # OF ONSITE PARKING SPACES:	2
	1.5 SPACES / UNIT = 48
TOTAL	1 VISITOR SPACE / 5 UNITS = 7
PROVIDED # OF ONSITE PARKING SPACES:	55
PROVIDED # OF ONSTREET PARKING SPACES:	52 (32 GARAGE SPACES)
TOTAL	15
	67 > 55 REQUIRED

SHEET INDEX

P1	COVER SHEET
P2	CONTEXT PLAN
P3	SITE PLAN
P4	STREET ELEVATIONS
P5	4-PLEX GROUND FLOOR PLAN
P5C	4-PLEX CORNER CONDITION
P6	4-PLEX SECOND FLOOR PLAN
P7	4-PLEX ROOF PLAN
P8	4-PLEX EXTERIOR ELEVATIONS
P9	4-PLEX EXTERIOR ELEVATIONS
P10	3-PLEX GROUND FLOOR PLAN
P11	3-PLEX SECOND FLOOR PLAN
P12	3-PLEX ROOF PLAN
P13	3-PLEX EXTERIOR ELEVATIONS
P14	3-PLEX EXTERIOR ELEVATIONS
P15	2-PLEX GROUND FLOOR PLAN
P16	2-PLEX SECOND FLOOR PLAN
P17	2-PLEX ROOF PLAN
P18	2-PLEX EXTERIOR ELEVATIONS
P19	2-PLEX EXTERIOR ELEVATIONS
P20	750 SF ADU FLOOR & ROOF PLANS
P21	750 SF ADU EXTERIOR ELEVATIONS
P22	647 SF ADU FLOOR & ROOF PLANS
P23	647 SF ADU EXTERIOR ELEVATIONS
P24	PERSPECTIVES
P25	PERSPECTIVES
P26	PERSPECTIVES
P27	PERSPECTIVES

BUILDING ID	UNIT COUNT	GROSS CONDITIONED SF	UNCONDITIONED
A	2	2,990	536
B	3	4,263	804
C	3	4,263	804
D	4	5,530	1,072
E	4	5,530	1,072
F	4	5,530	1,072
G	4	5,530	1,072
H	4 (+2 ADU)	5,530 (+1,500)	1,072
J	4 (+1 ADU)	5,530 (+ 647)	1,072
TOTALS	32 (+3 ADU)	44,702 (+2,147)	8,576



CROSS COURT COMMONS

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

CRONIN PROPERTIES, LLC

419 MAIN STREET, WOODLAND, CA 95695

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09.08.2022

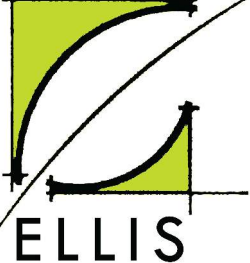
SHEET NO.

P1



① SITE VICINITY PLAN
1" = 50'-0"



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WEST CROSS STREET
60'-0" W. ROW



SITE PLAN LEGEND	
	PROPOSED PROPERTY LINE
	DWELLING UNIT
	GARAGE
	DRIVE AISLE / COURT
	CONCRETE PAVEMENT
	(E) TREE TO REMAIN
	PROPOSED STREET TREE
	PROPOSED CONDENSING UNIT ON PRE-CAST PAD
	POTENTIAL TRANSFORMER LOCATION

1 PROPOSED SITE PLAN
1" = 20'-0"

SITE PLAN



CROSS COURT COMMONS

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SHEET NO.

P3



CALIFORNIA STREET ELEVATION

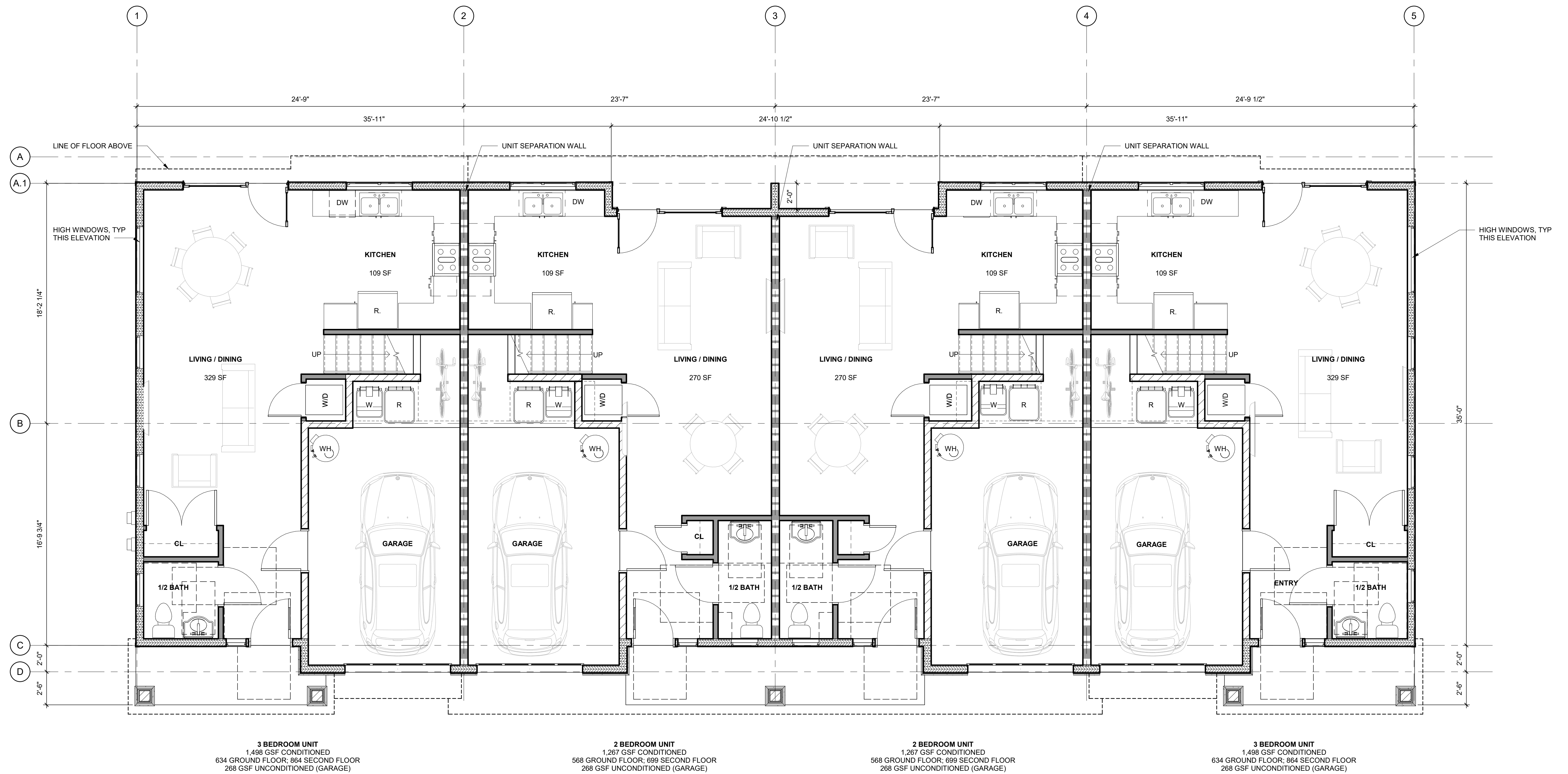


WEST CROSS STREET ELEVATION



ELIZABETH WAY ELEVATION

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1 GROUND FLOOR PLAN
1/4" = 1'-0"

4-PLEX GROUND FLOOR PLAN



CROSS COURT COMMONS TYPICAL 4-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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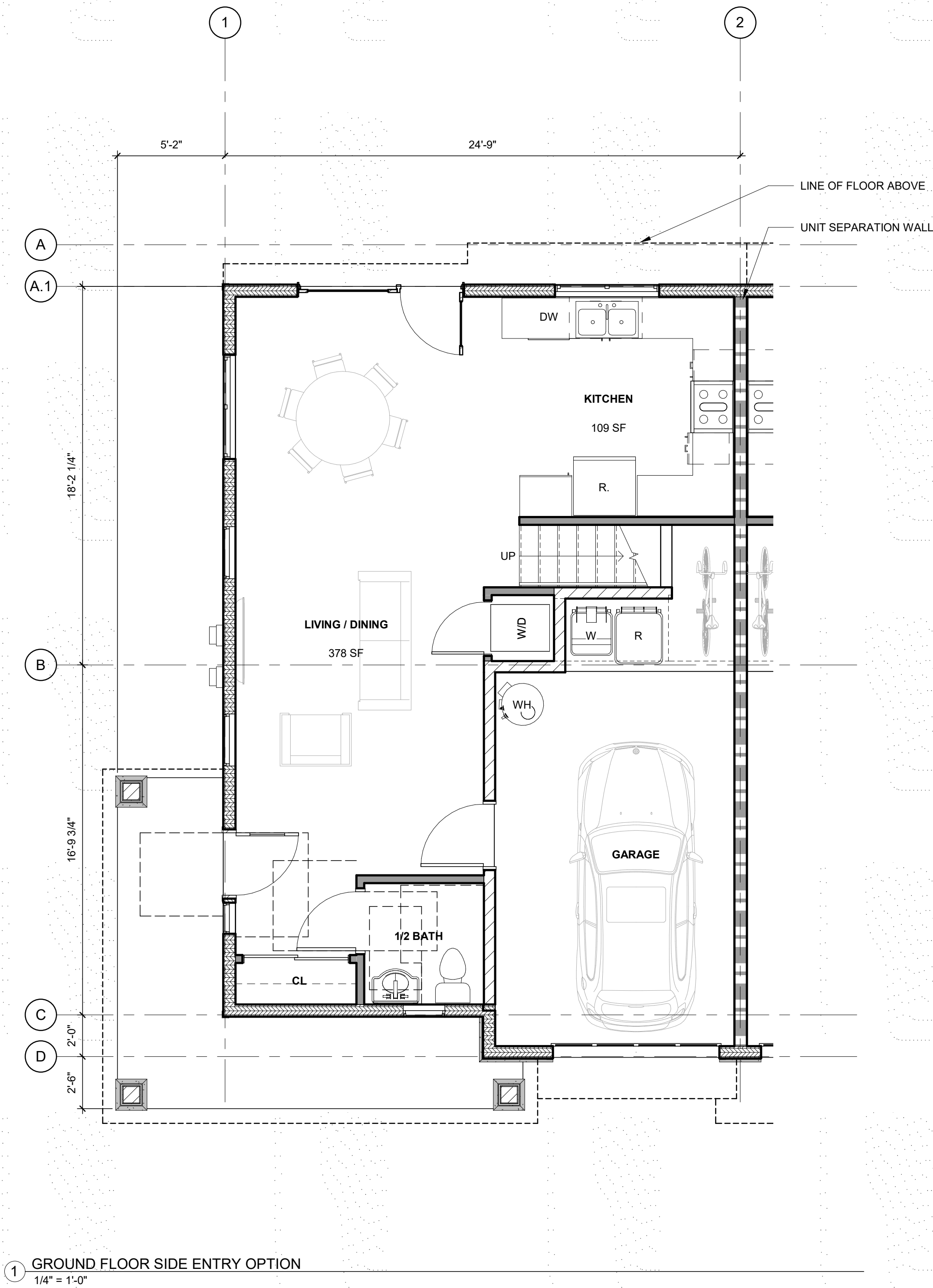
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P5

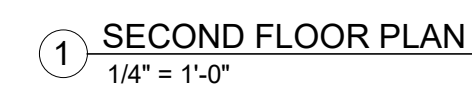


CROSS COURT COMMONS TYPICAL 4-PLEX
ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

OWNER:
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SHEET NO.
P5C



ELLIS
ARCHITECTS

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CRAMENTO, CA 95819
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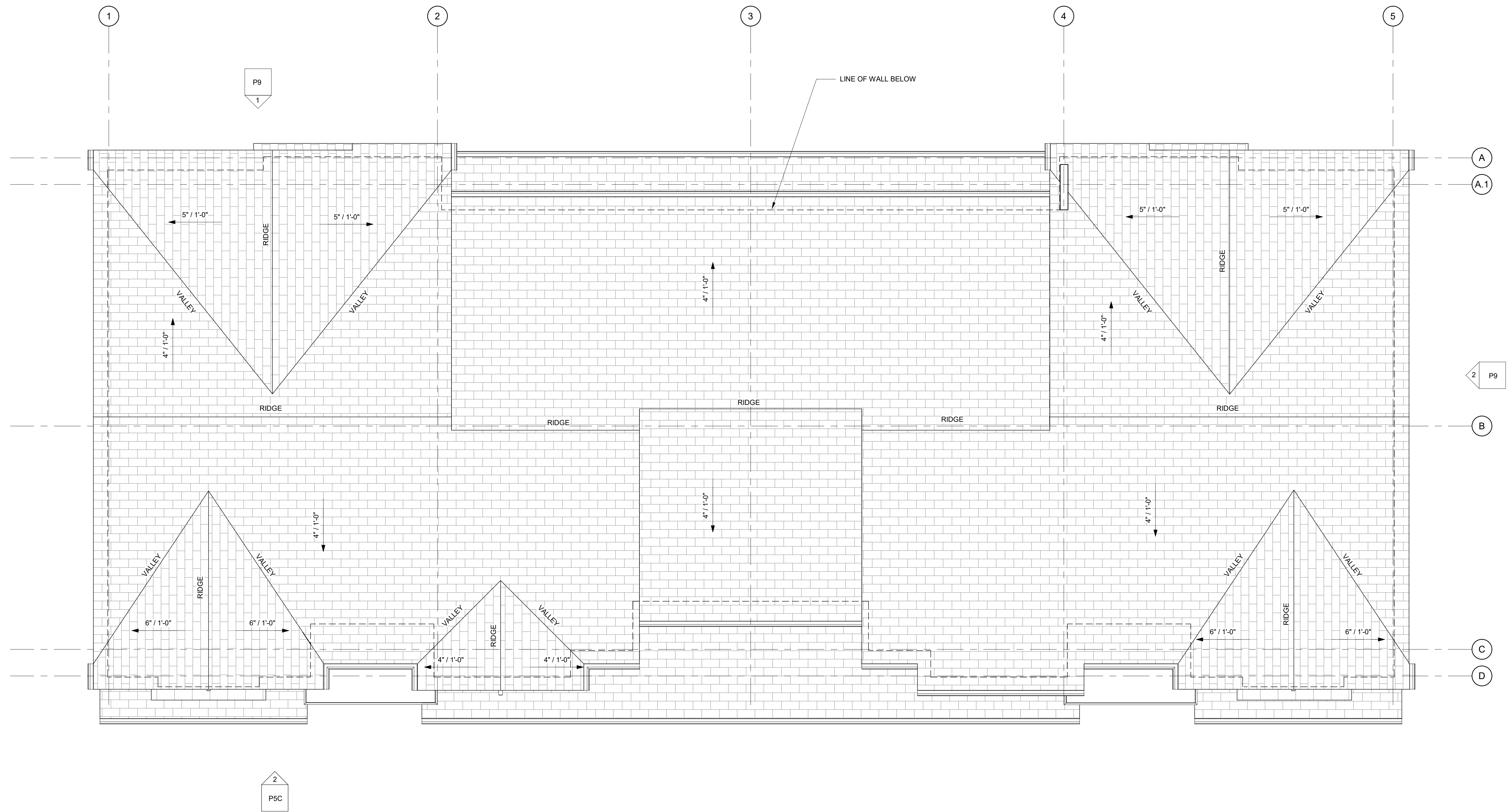
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WOODLAND, CALIFORNIA

OWNER:
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P6



1 ROOF PLAN
1/4" = 1'-0"

4-PLEX ROOF PLAN



CROSS COURT COMMONS TYPICAL 4-PLEX

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WOODLAND, CALIFORNIA

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SHEET NO.

P7



1 FRONT ELEVATION
1/4" = 1'-0"



4-PLEX EXTERIOR ELEVATIONS



CROSS COURT COMMONS TYPICAL 4-PLEX

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WOODLAND, CALIFORNIA

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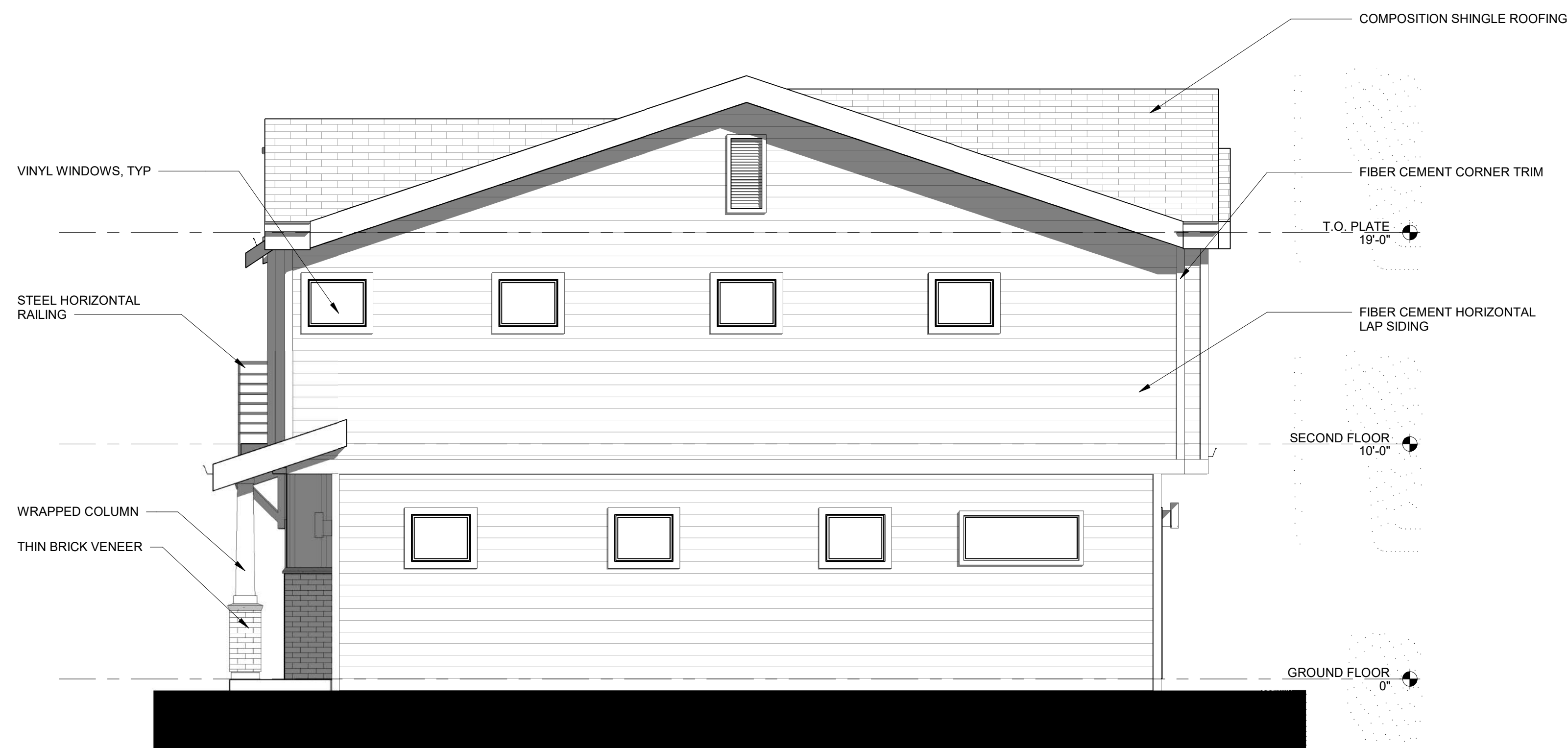
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SHEET NO.

P8



① REAR ELEVATION
1/4" = 1'-0"



② SIDE ELEVATION
1/4" = 1'-0"

4-PLEX EXTERIOR ELEVATIONS



CROSS COURT COMMONS TYPICAL 4-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

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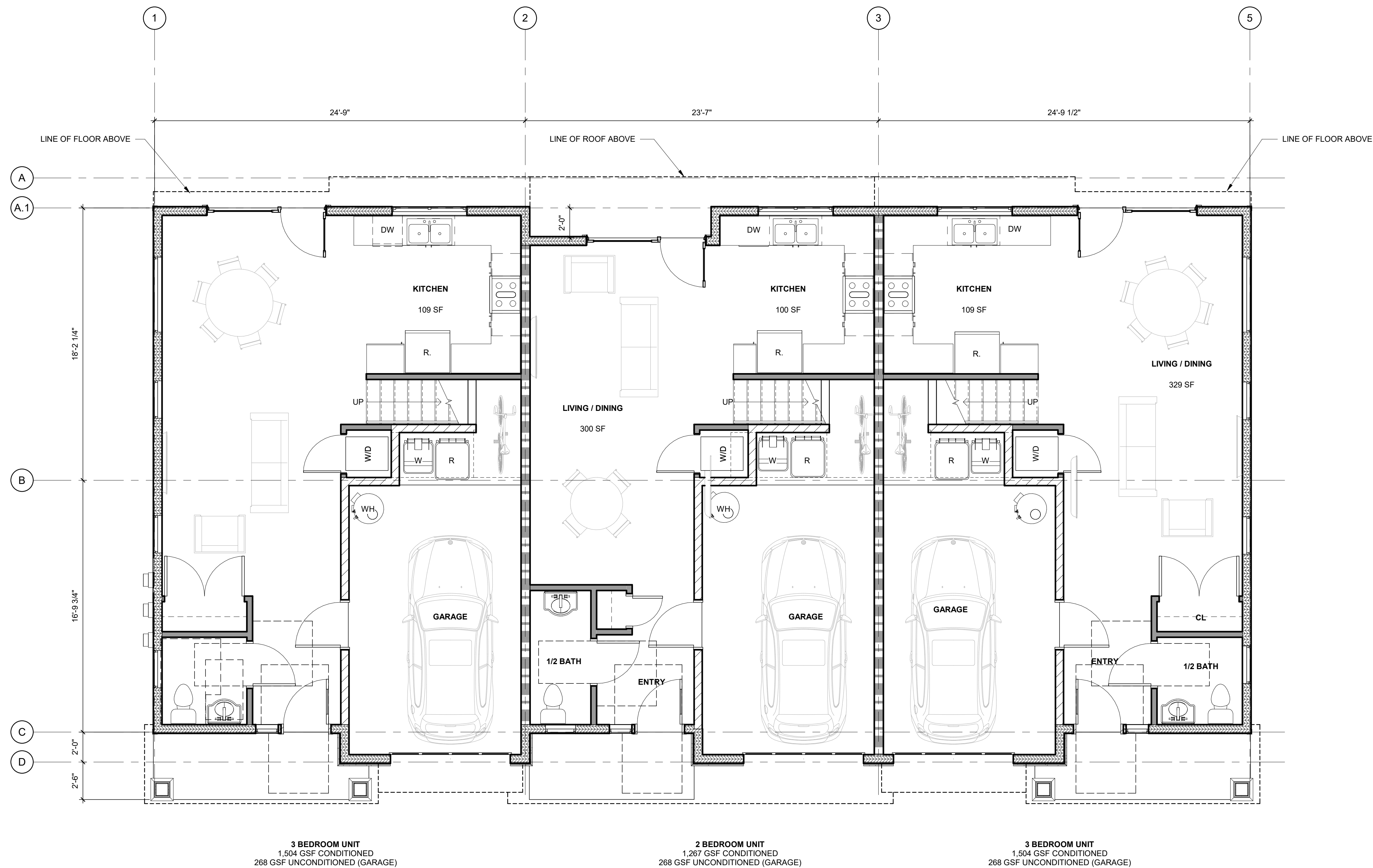
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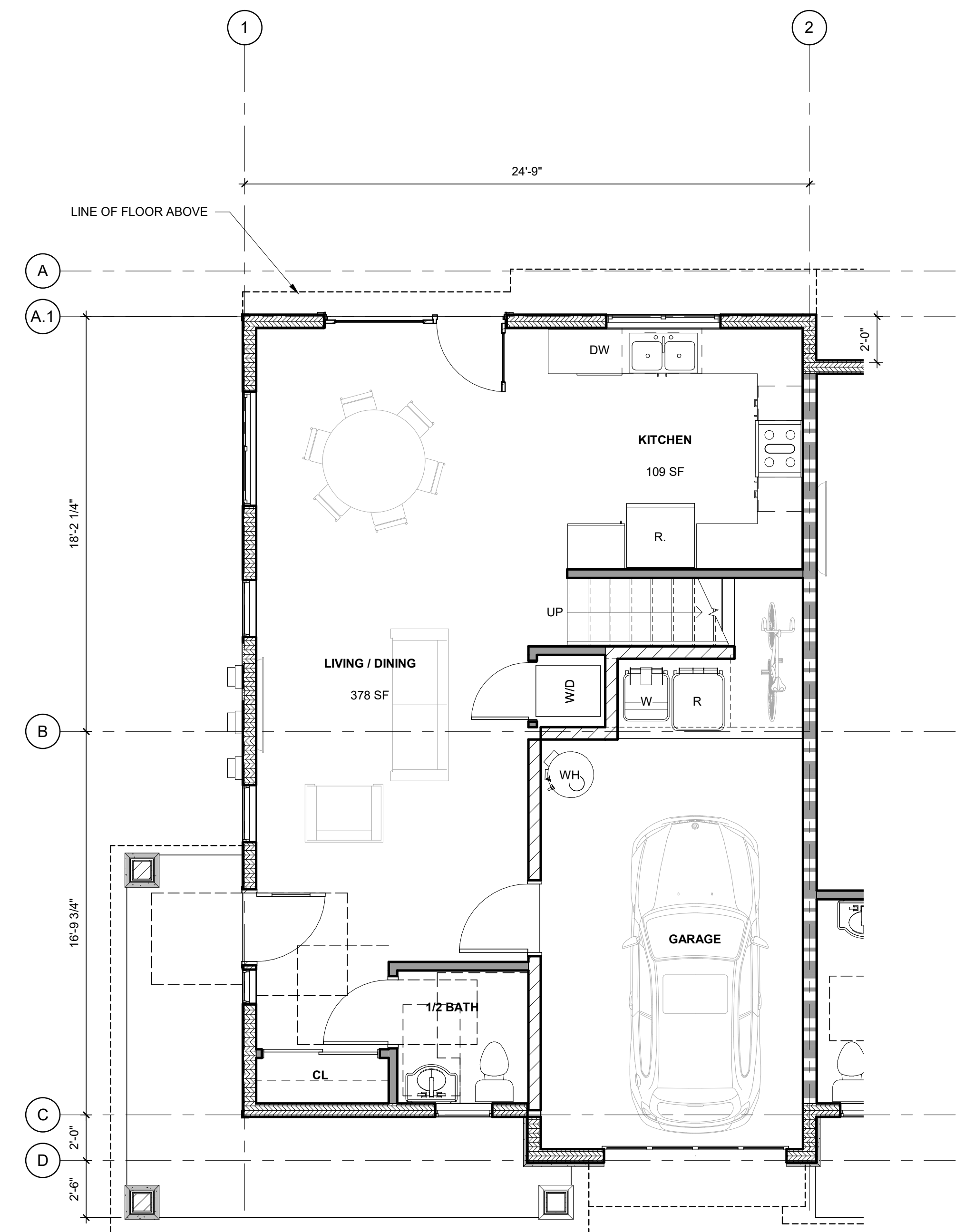
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SHEET NO.

P9



① GROUND FLOOR PLAN
1/4" = 1'-0"



② GROUND FLOOR PLAN SIDE ENTRY
1/4" = 1'-0"

3-PLEX GROUND FLOOR PLAN



CROSS COURT COMMONS TYPICAL 3-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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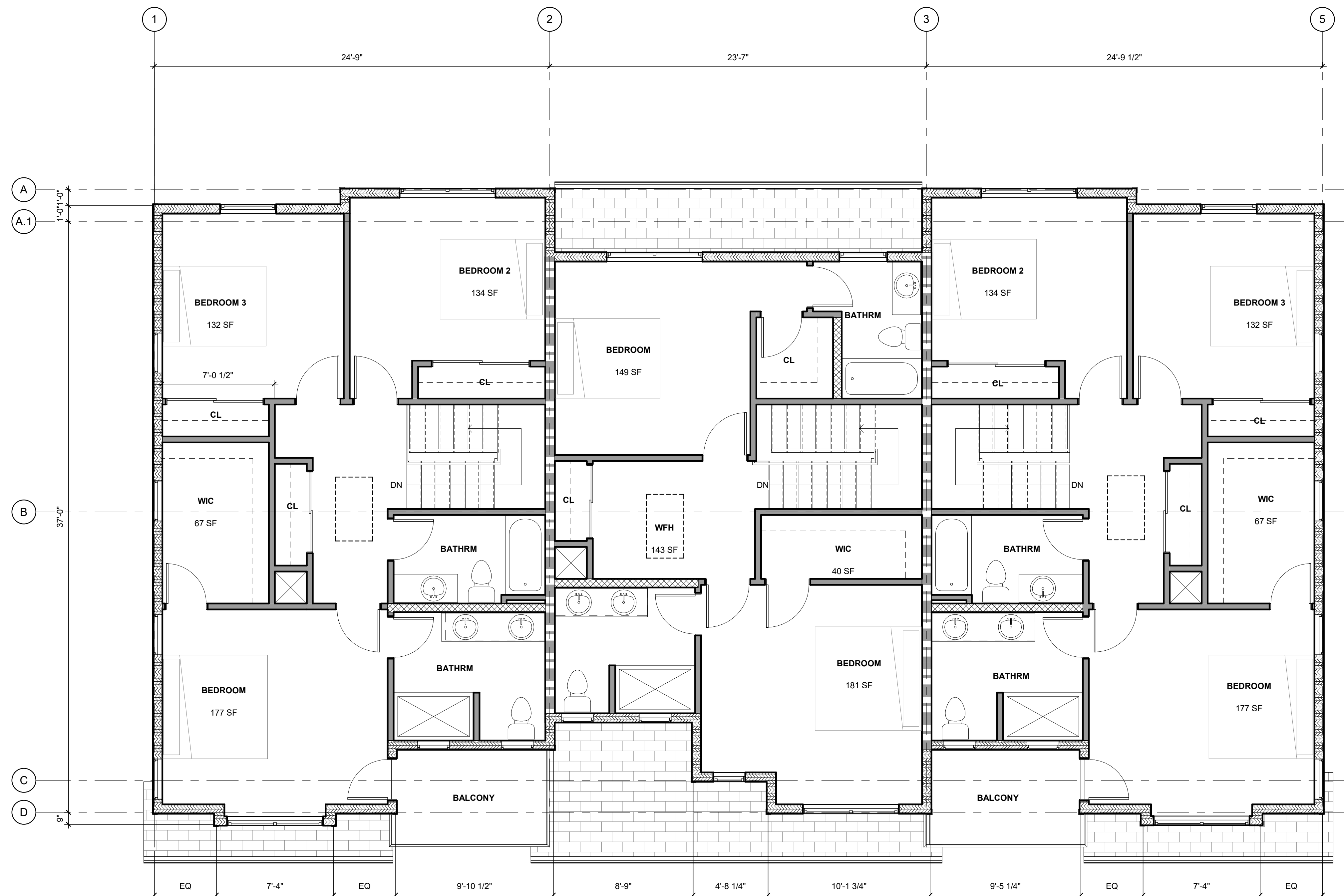
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SHEET NO.

P10



1 SECOND FLOOR PLAN
1/4" = 1'-0"

3-PLEX SECOND FLOOR PLAN



CROSS COURT COMMONS TYPICAL 3-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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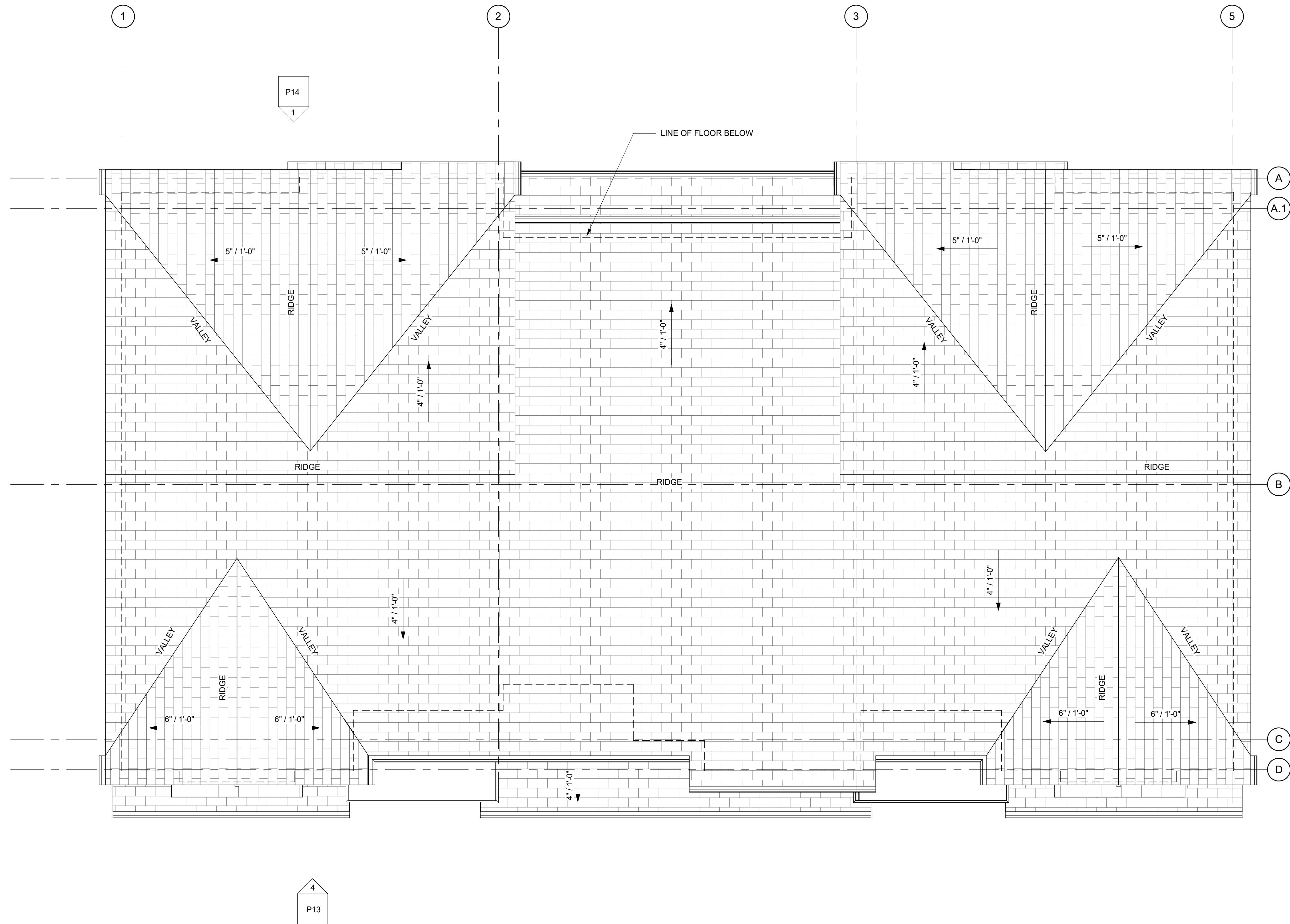
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SHEET NO.

P11



1 ROOF PLAN
1/4" = 1'-0"

3-PLEX ROOF PLAN



CROSS COURT COMMONS TYPICAL 3-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

CRONIN PROPERTIES, LLC

419 MAIN STREET WOODLAND, CA 95695

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0' 2' 4' 8'

09.08.2022

SHEET NO.

P12



1 FRONT ELEVATION - DRIVE AISLE ENTRY
1/4" = 1'-0"



4 FRONT ELEVATION - SIDE ENTRY OPTION
1/4" = 1'-0"



2 FRONT ENTRY



3 SIDE ENTRY OPTION

3-PLEX EXTERIOR ELEVATIONS

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① REAR ELEVATION
1/4" = 1'-0"



② SIDE ELEVATION
1/4" = 1'-0"



③ SIDE ELEVATION - SIDE ENTRY OPTION
1/4" = 1'-0"

3-PLEX EXTERIOR ELEVATIONS



CROSS COURT COMMONS TYPICAL 3-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

CRONIN PROPERTIES, LLC

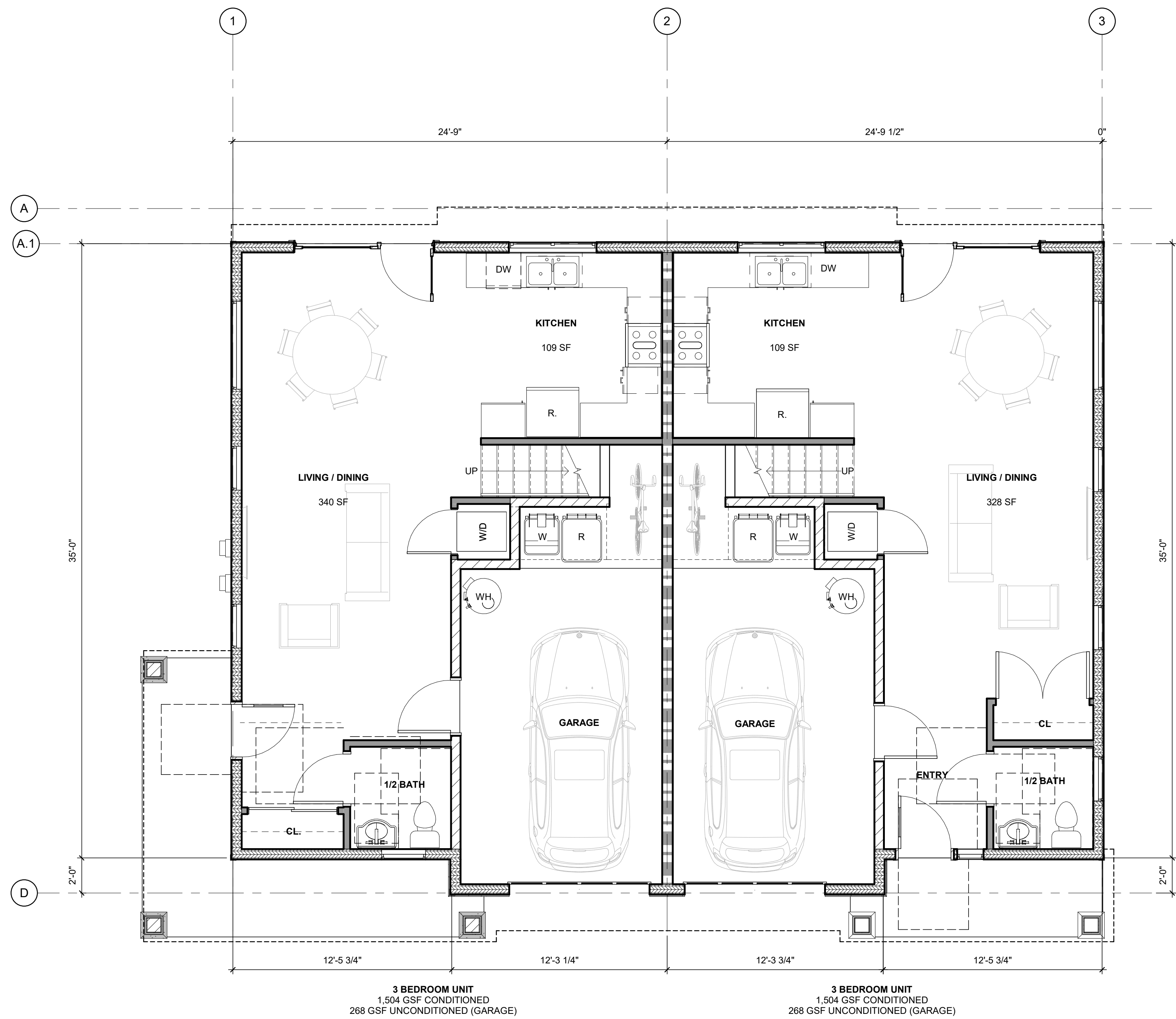
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SHEET NO.

P14



1 GROUND FLOOR PLAN
1/4" = 1'-0"

2-PLEX GROUND FLOOR PLAN



CROSS COURT COMMONS TYPICAL 2-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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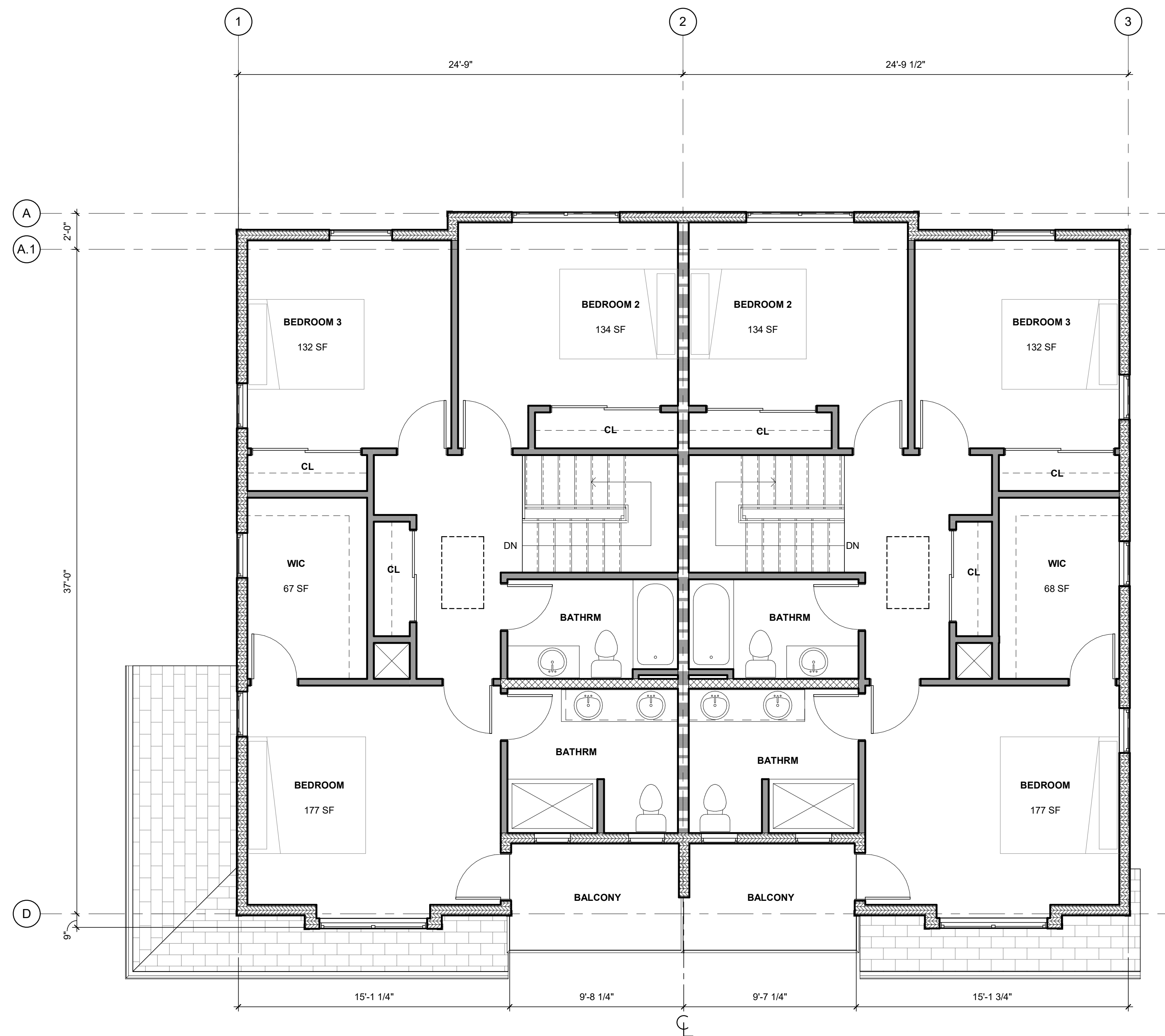
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SHEET NO.

P15



1 SECOND FLOOR PLAN
1/4" = 1'-0"

2-PLEX SECOND FLOOR PLAN



CROSS COURT COMMONS TYPICAL 2-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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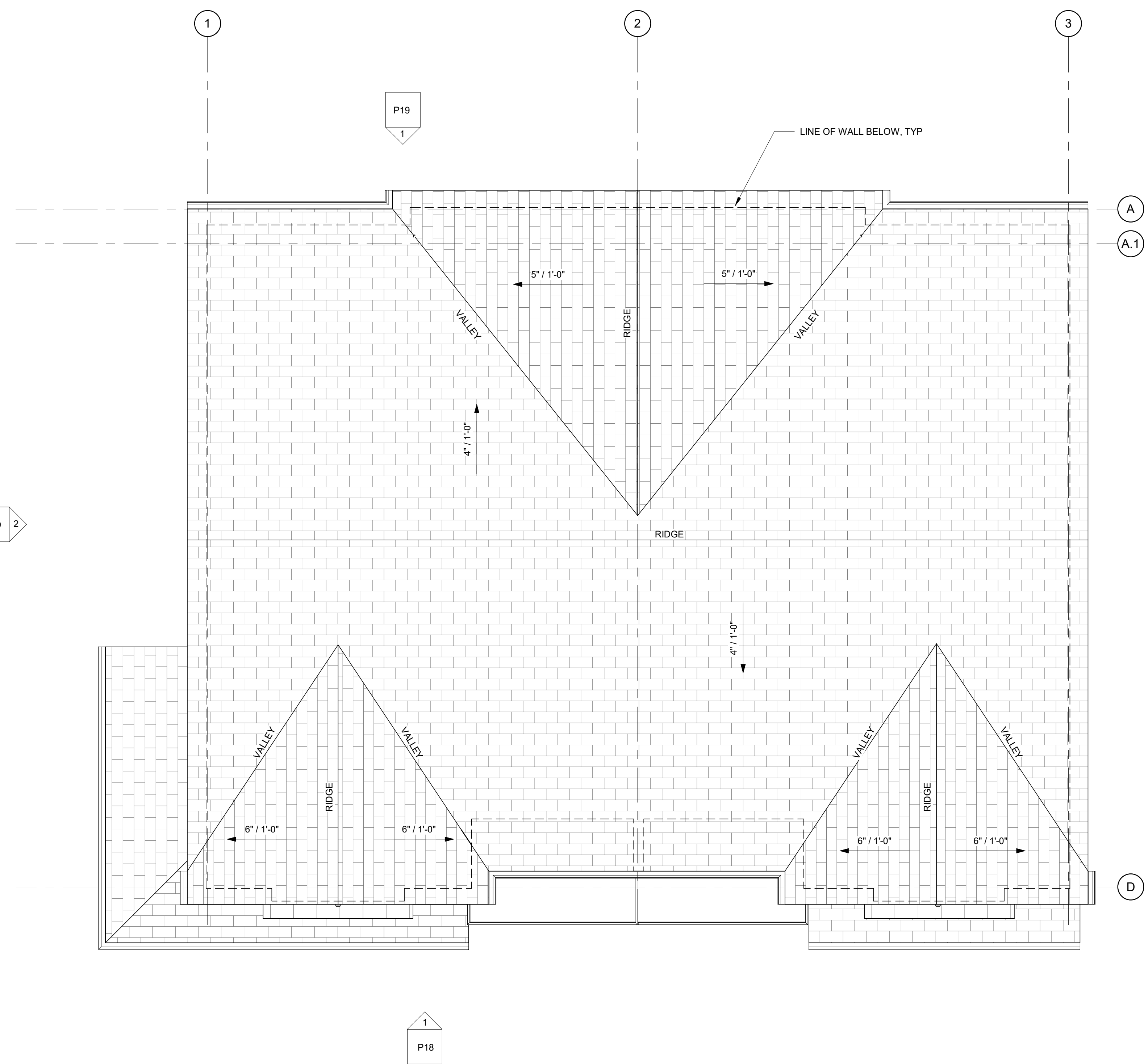
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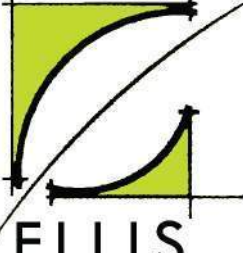
SHEET NO.

P16



1 ROOF PLAN
1/4" = 1'-0"

2-PLEX ROOF PLAN

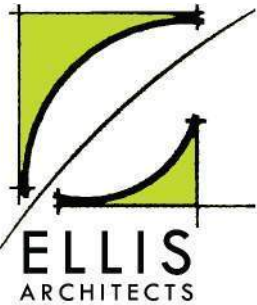
 ELLIS ARCHITECTS 4132 C STREET SACRAMENTO, CA 95819 916.440.6765 ellis-architects.com	CROSS COURT COMMONS TYPICAL 2-PLEX ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET WOODLAND, CALIFORNIA APN#065-221-005 THROUGH 065-221-013	OWNER: CRONIN PROPERTIES, LLC 419 MAIN STREET WOODLAND, CALIFORNIA 95695	FOR REVIEW ONLY, NOT FOR CONSTRUCTION		0' 2' 4' 8' 09.08.2022 SHEET NO. P17
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1 FRONT ELEVATION
1/4" = 1'-0"



2-PLEX EXTERIOR ELEVATIONS

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1 REAR ELEVATION
1/4" = 1'-0"



2 SIDE ELEVATION
1/4" = 1'-0"

2-PLEX EXTERIOR ELEVATIONS



CROSS COURT COMMONS TYPICAL 2-PLEX

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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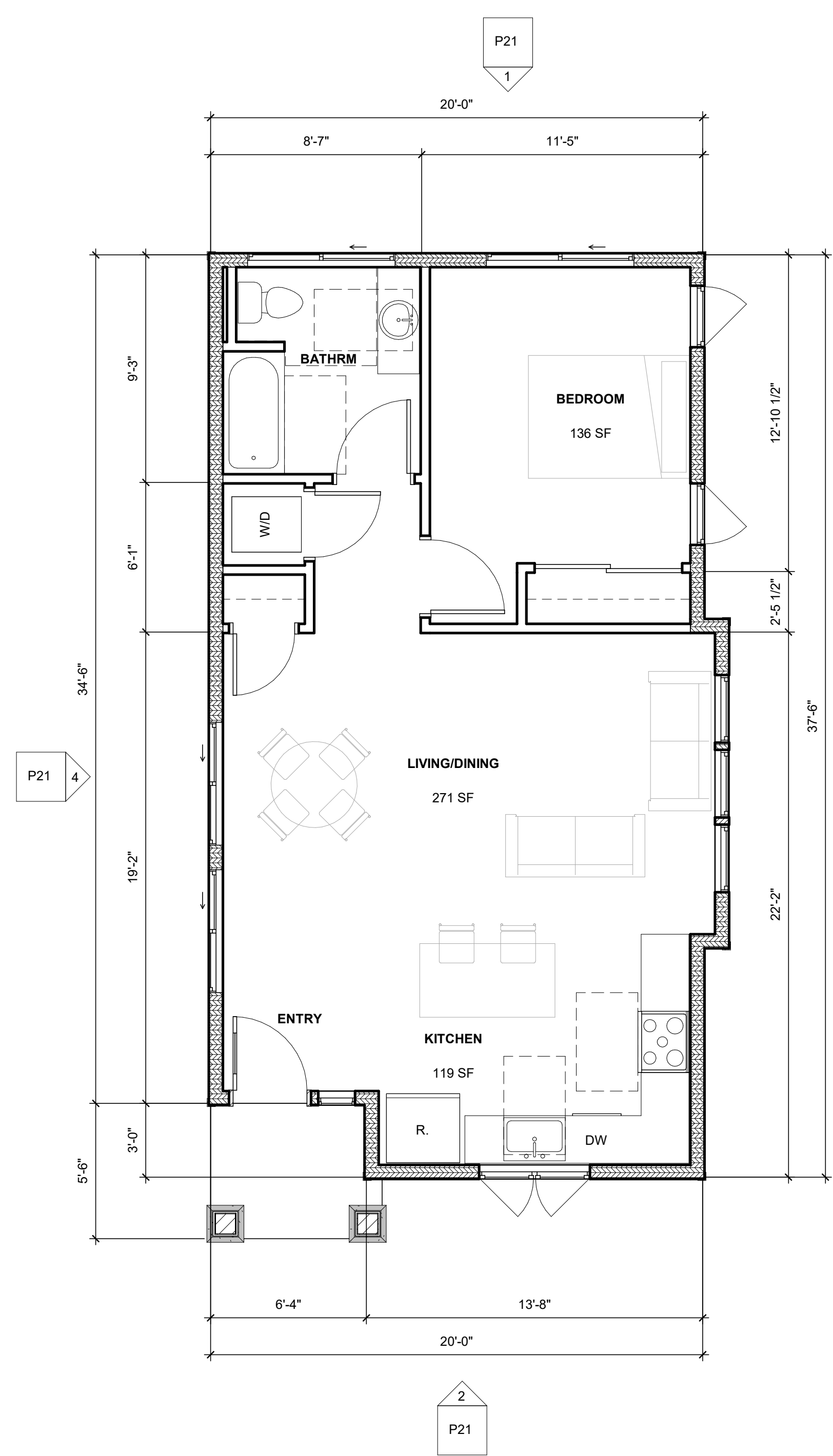
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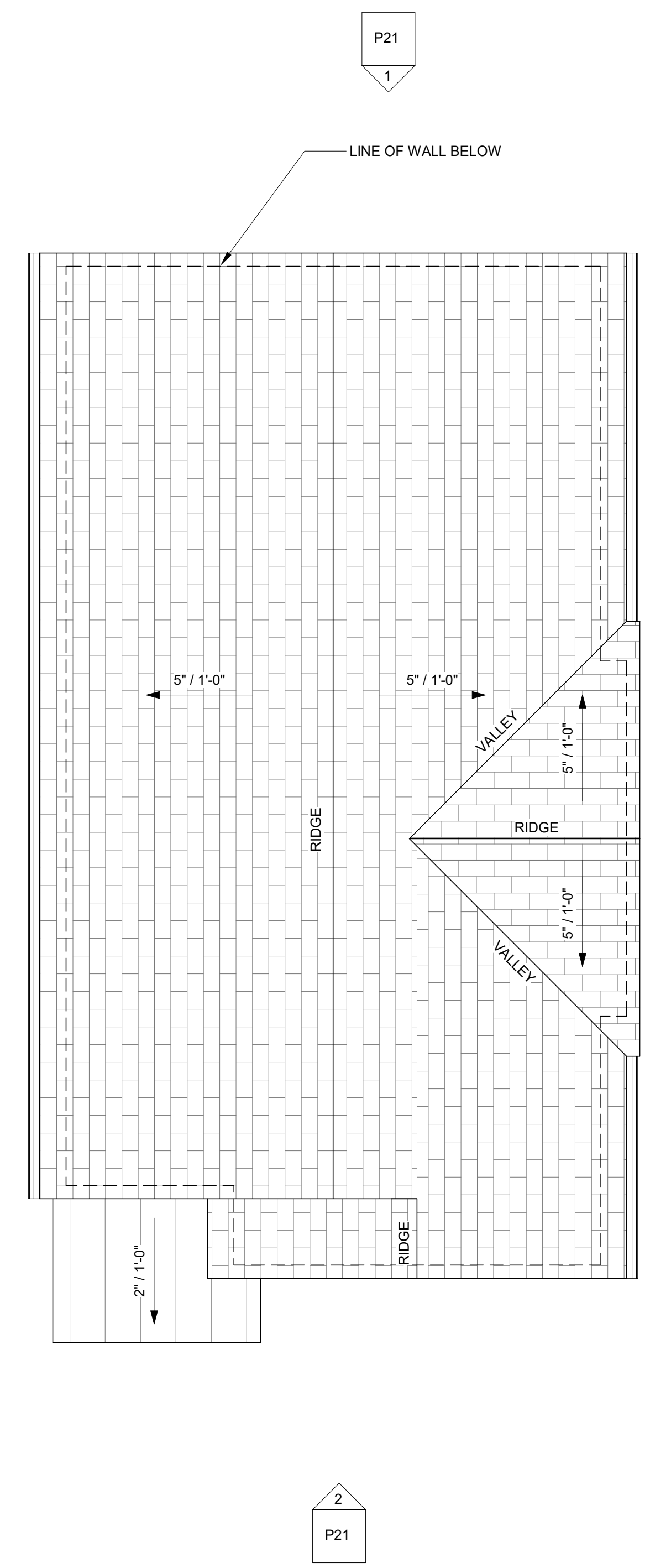
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P19



1 GROUND FLOOR PLAN - 750 SF ADU
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

750 SF ADU FLOOR & ROOF PLANS



CROSS COURT COMMONS TYPICAL 750 SF ADU

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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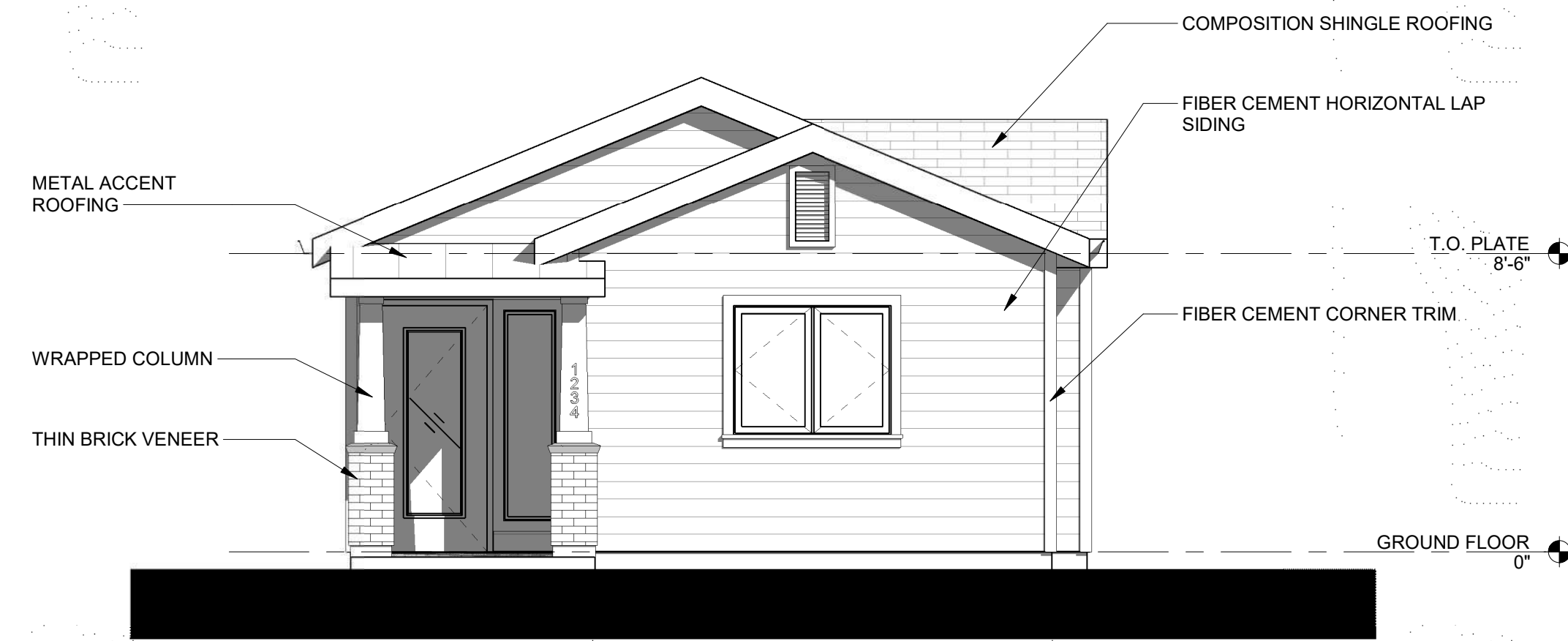
419 MAIN STREET, WOODLAND, CA 95695

0' 2' 4' 8'

09.08.2022

SHEET NO.

P20



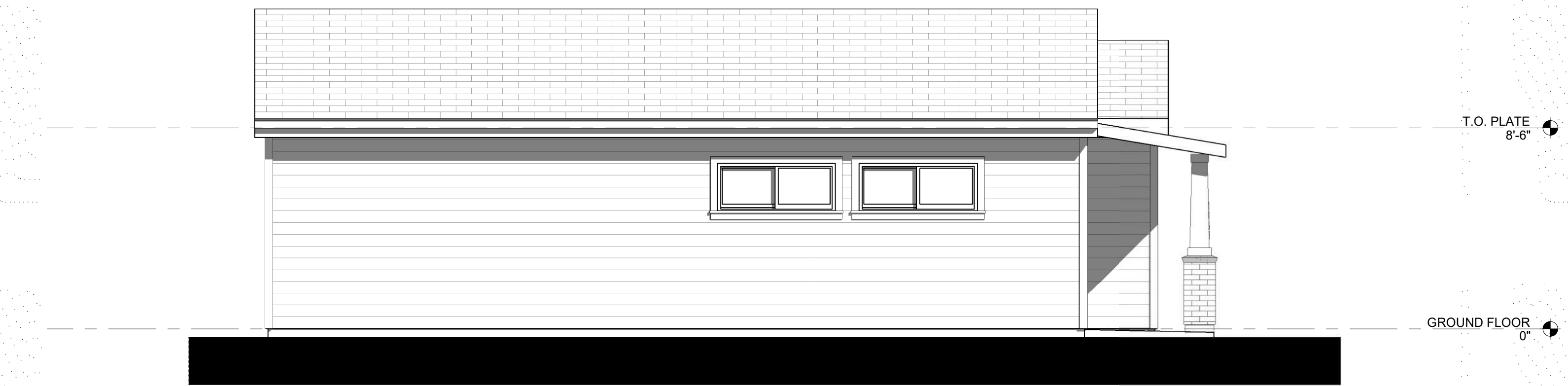
2 FRONT ELEVATION
1/4" = 1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"



1 REAR ELEVATION
1/4" = 1'-0"



4 SIDE ELEVATION
1/4" = 1'-0"

750 SF ADU EXTERIOR ELEVATIONS



CROSS COURT COMMONS TYPICAL 750 SF ADU

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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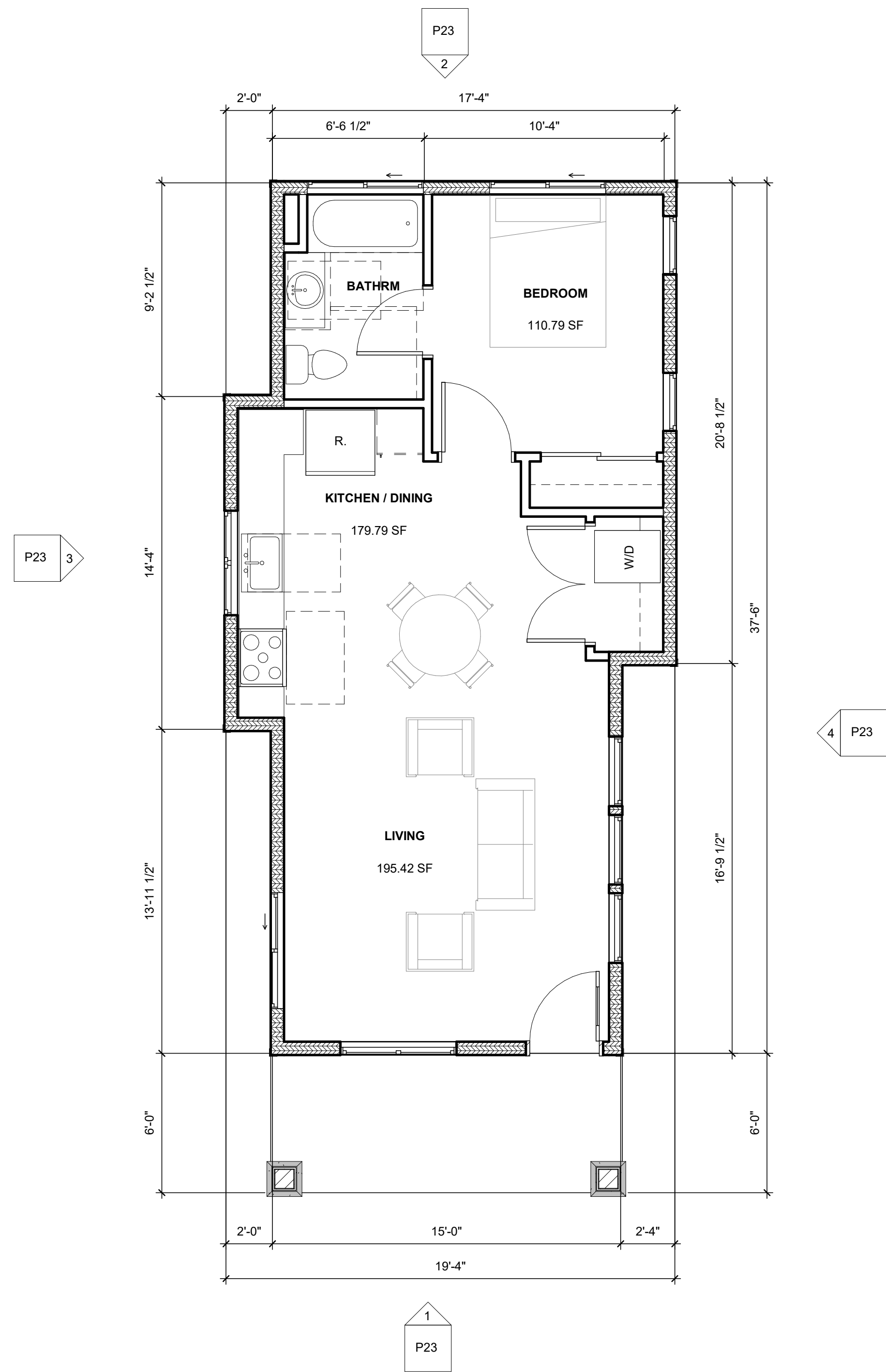
419 MAIN STREET, WOODLAND, CA 95695

0' 2' 4' 8'

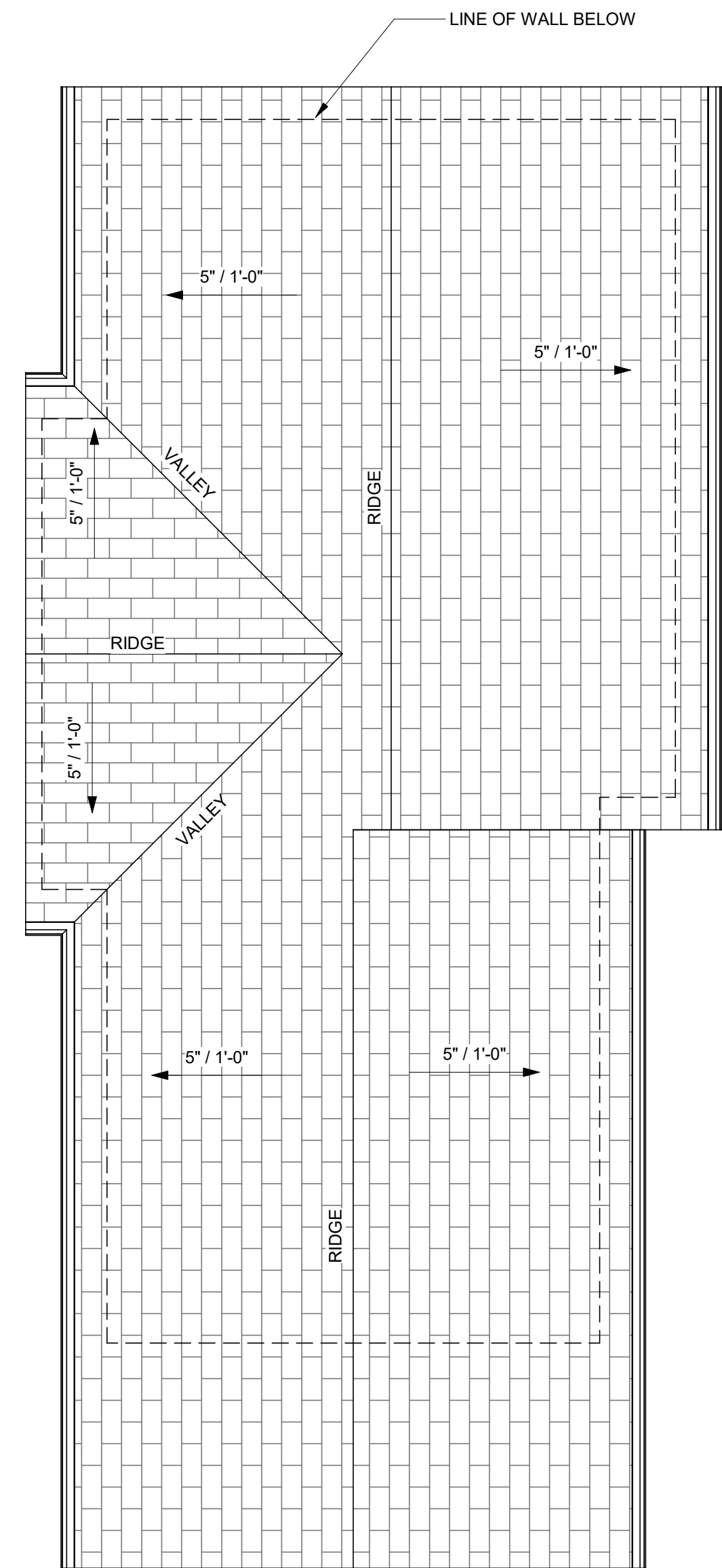
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P21



1 GROUND FLOOR PLAN
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

647 SF ADU FLOOR & ROOF PLANS



CROSS COURT COMMONS - 647 SF ADU

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

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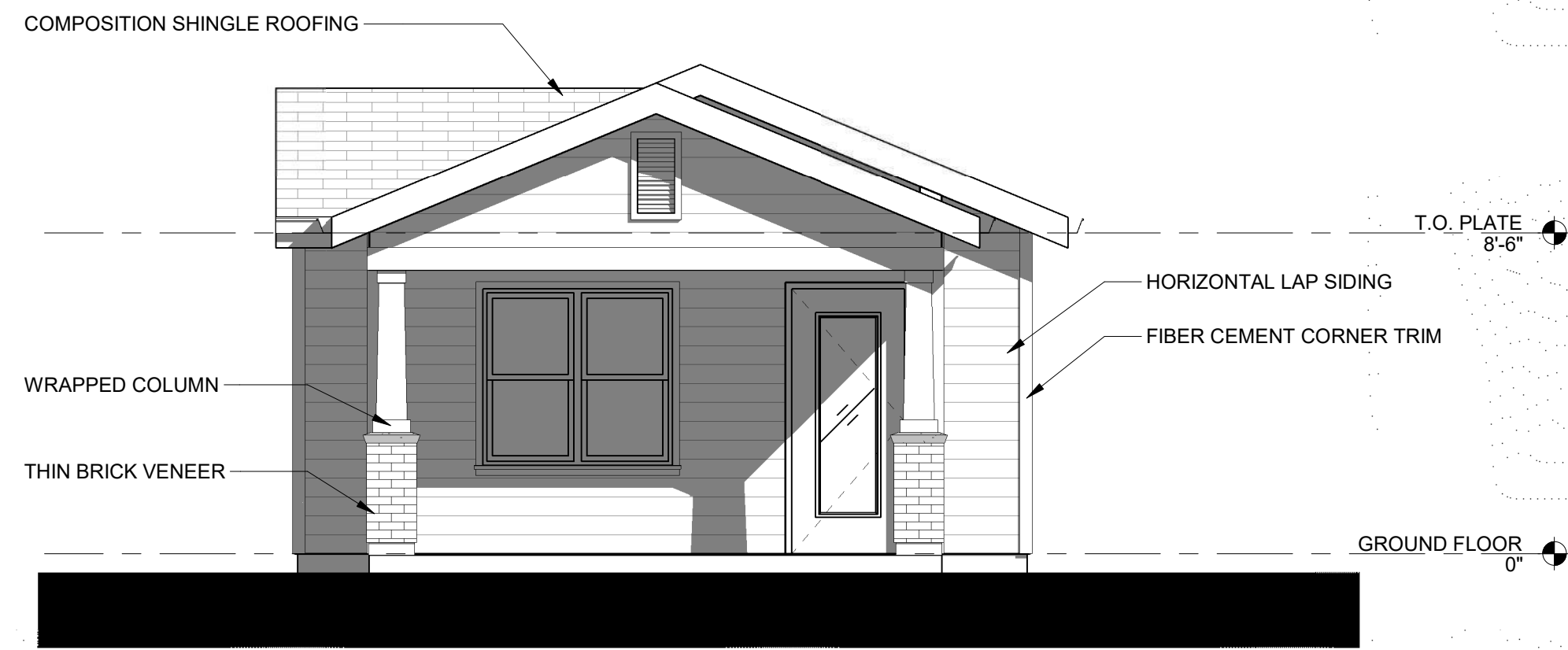
419 MAIN STREET, WOODLAND, CA 95695

0' 2' 4' 8'

09.08.2022

SHEET NO.

P22



① FRONT ELEVATION
1/4" = 1'-0"



② REAR ELEVATION
1/4" = 1'-0"



③ SIDE ELEVATION
1/4" = 1'-0"



④ SIDE ELEVATION
1/4" = 1'-0"

647 SF ADU EXTERIOR ELEVATIONS



CROSS COURT COMMONS - 647 SF ADU

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

APN#065-221-005 THROUGH 065-221-013

OWNER:

CRONIN PROPERTIES, LLC

419 MAIN STREET, WOODLAND, CA 95695

0' 2' 4' 8'

09.08.2022

SHEET NO.

P23



CROSS COURT COMMONS

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

OWNER:
CRONIN PROPERTIES, LLC
419 MAIN STREET, WOODLAND, CA 95695

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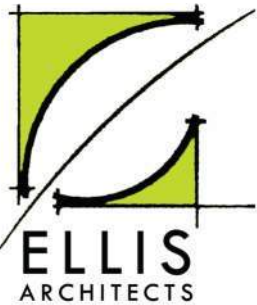
SHEET NO.

P24



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					SHEET NO. P26



CROSS COURT COMMONS

ELIZABETH WAY / CALIFORNIA STREET / WEST CROSS STREET
WOODLAND, CALIFORNIA

OWNER:
CRONIN PROPERTIES, LLC
419 MAIN STREET, WOODLAND, CA 95695

FOR REVIEW ONLY, NOT FOR CONSTRUCTION

09.08.2022

SHEET NO.

P27



PLANT SCHEDULE

TREES BOTANICAL NAME COMMON NAME SIZE 2022-09-09 09:23 QTY

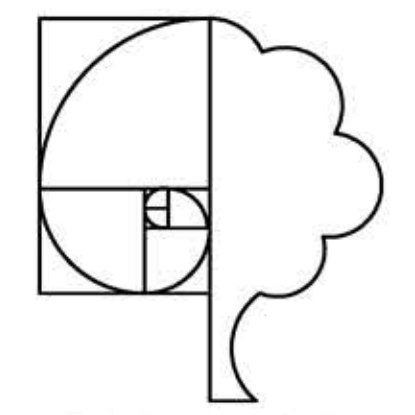
LAGERSTROEMIA X 'TUSCARORA'	TUSCARORA CRAPE MYRTLE	15 GAL	15
MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	15 GAL	5
PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	15 GAL	7
QUERCUS LOBATA	VALLEY OAK	15 GAL	6

SHRUB AREAS BOTANICAL NAME COMMON NAME SIZE SPACING QTY

SHRUB & GROUND COVER	PLANTING AREA	---	15,638 SF
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MATERIALS BOTANICAL NAME COMMON NAME SIZE SPACING QTY

3/8" WASHED GRAVEL	REAR YARD AREA	---	7,455 SF
BARK MULCH 'WALK-ON' PLACED BY OWNER, NIC	3" DEPTH	---	1,638 SF
COBBLE 4-8" SIZE PLACE OVER LANDSCAPE FABRIC	RIVER WASHED COBBLE	6"	551 SF
DECOMPOSED GRANITE	4" DEPTH	---	413 SF



THOMAS H. PHELPS
LANDSCAPE ARCHITECTURE
IDLA, INC.
California Landscape Architect #4122
ID #LA-16771 * HI #LA-16112
AZ #76633

P.O. BOX 170129
Boise, Idaho 83717
thp@idla-inc.net
(208) 906-1300

CROSS COURT COMMONS
LANDSCAPE DEVELOPMENT PLANS
ELIZABETH WAY / CALIFORNIA STREET
WOODLAND, CALIFORNIA

These drawings are instruments of service and are the property of Thomas H. Phelps Landscape Architecture. All designs and other information on the drawings are for the use on the specified project and shall not be used otherwise without the express written permission of Thomas H. Phelps Landscape Architecture.

Sheet Title

LANDSCAPE PLAN

Seal



No.

Date

Revision

1

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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: I.22
SUBJECT: Approval of Contract for Retired Annuitant

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ for Exception to the CalPERS 180-Day Wait Period for Retired Annuitant – Senior Management Analyst, C. Lynn Johnson.

Staff Contact:

Sheila McShane, Human Resources Manager, 530 661 5807, sheila.meshane@cityofwoodland.org

Fiscal Impact:

The costs associated with hiring a retired annuitant are accounted for in the FY2022/23 budget. Any adjustments that might be required will be addressed with the midyear budget update in March.

Discussion:

After 35 years of service with the City, Senior Management Analyst, Lynn Johnson, is retiring effective December 30, 2022. Lynn has worked in several departments, including Public Works, the City Manager's Office and the Community Development Department (CDD). The City hired a new employee to fill the Management Analyst position in CDD. However, the new employee does not have the breadth of knowledge regarding the City's budgeting, capital project management and many other operating processes required for the position. To assist with further transition and training of the new Management Analyst, and to help with the implementation of the City's new budgeting and permitting software, the City would like to have Ms. Johnson return to work as a retired annuitant.

California Public Employee Retirement System (CalPERS) has specific rules that public agencies must follow when allowing employees who have retired to return to work. Typically, once an employee retires from an agency, they are required to wait 180 days before they can return to work. However, there are rules (Gov. Code 7522.56 & 21224) that allow a contracting public agency to request a waiver of its 180-day waiting period for retired annuitants to perform work of limited duration, such as elimination of a backlog, special project work, or to perform work exceeding regular staff work.

This report seeks Council action on a resolution, as required by CalPERS, to allow the City to employ Lynn Johnson as a retired annuitant for this specific purpose. Upon completion of the special projects which include the assistance and training for the capital budgeting process, and helping with the transition and implementation of the new Enterprise Resource Planning Project, the agreement with C. Lynn Johnson will automatically terminate or on January 4, 2025, whichever is sooner.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____ for Exception to the CalPERS 180-Day Wait Period for Retired Annuitant – Senior Management Analyst, C. Lynn Johnson.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. A RESOLUTION C Lynn Johnson
2. C Lynn Johnson Retired Annuitant Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE HIRING OF C. LYNN JOHNSON AS A RETIRED ANNUITANT
UNDER GOVERNMENT CODE 7522.56 & 21224**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 & 21224 of the Public Employees' Retirement Law, the City of Woodland must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, C. Lynn Johnson, CalPERS 1368781702 retired from the City of Woodland in the position of Senior Management Analyst, effective December 31, 2022; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is July 1, 2023 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council of Woodland, the City of Woodland, Community Development Department and C. Lynn Johnson certify that C. Lynn Johnson has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council of the City of Woodland hereby appoints C. Lynn Johnson as an extra help retired annuitant to perform the duties of the Senior Management Analyst for the City of Woodland under Gov. Code section 21224 effective , January 3, 2022; and

WHEREAS, the entire employment agreement, contract or appointment document between C. Lynn Johnson and the City of Woodland has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$9,859.14 and the hourly equivalent is \$56.88, and the minimum base salary for this position is \$7,724.88 and the hourly equivalent is \$44.57; and

WHEREAS, the hourly rate paid to C. Lynn Johnson will be \$56.88; and

WHEREAS, C. Lynn Johnson has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Woodland hereby certifies the nature of the employment of C. Lynn Johnson as described herein and detailed in the attached

employment agreement / contract / appointment document and that this appointment is necessary to fill the critically needed position of Senior Management Analyst for the City Of Woodland by January 3, 2023 because C. Lynn Johnson has to assist with the transition of the New ERP, the building and training of the new Capital Budget process and the implementation of the new ERP system

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY RESOLVES:

THAT, the City of Woodland approves the hire of C. Lynn Johnson as a retired annuitant under Government Code 21224 and

THAT, the City Manager on behalf of the City of Woodland is hereby authorized to take any and all actions necessary to implement the foregoing resolution.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____, 2020

STATE OF CALIFORNIA

COUNTY OF YOLO ss.

CITY OF WOODLAND

I, _____, City Clerk of the City of Woodland, County of Yolo, State of California do hereby certify that the foregoing Resolution No. _____ was regularly adopted by the City Council of said City of Woodland at a regular meeting of said council held on the _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Myra Vega, Mayor

ATTEST:

_____,
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

AGREEMENT FOR TEMPORARY EMPLOYMENT

THIS AGREEMENT is between the CITY OF WOODLAND, State of California, a municipal corporation (“City”), and C. Lynn Johnson, an individual (“Employee”) (collectively, the “Parties”) and is effective at 12:00 a.m. on January 3, 2023.

Recitals

WHEREAS, as of 12:00am on January 3, 2023, the City will have a need for assistance in the City of Woodland, Community Development Department. The City needs assistance at the level of a Senior Management Analyst to assist with Special Projects as the City transitions and implement the City’s new Enterprise Resource Planning (ERP) software and Capital Budget transition project; and

WHEREAS, the City has an immediate need for an employee to temporarily assist the City of Woodland as the Subject Matter Expert as the City transitions to a new ERP system, and implementation of the new ERP System and assist with the Capitol Budget transition;

WHEREAS, Employee is competent and qualified to perform the services required by this Agreement, and City wishes to have Employee perform the Senior Management Analyst duties on an interim basis as it relates to the ERP and Capitol Budget Special Projects; and

WHEREAS, Employee’s employment is authorized by Government Code section 21224, which permits the City to appoint a CalPERS retired annuitant to perform work of a limited duration, of Special Projects, and work exceeding regular staff work, and duties requiring specialized skills, such as the Subject Matter Expert as the City builds, transitions and implementation of the new ERP (from Tyler Eden to Munis) and the transitions of the Capitol Budget project.

NOW, THEREFORE, the parties do mutually agree as follows:

Agreement

1. Appointment and Scope of Services: Pursuant to this Agreement, Employee is appointed as interim Senior Management Analyst, and shall temporarily perform the functions of this position, which is a position involving highly-specialized and critically-needed skills set forth in the attached job description, in the Woodland Municipal Code and as provided by law. Such employment is “at will,” subject to the terms of this Agreement, and Employee shall perform said duties at the pleasure of and under the direct supervision of the City Manager.

2. Compensation and Work Schedule:

Rate of Pay: Employee shall be paid at the rate of \$56.88 per hour. The City has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the City’s publicly-available pay schedule and publicly-available employment agreements. Payments will be made on regularly scheduled City payroll dates, and shall be subject to all applicable payroll taxes and withholdings. Such

compensation shall be the sole compensation for Employee's services under this Agreement.

Work Schedule and 960-hour Limitation: Employee is expected to devote necessary time, within and outside normal business hours, to the business of the City. Pursuant to Government Code section 21224 and section 7522.56(d), however, Employee is allowed to work a maximum of 960 hours per fiscal year for all public employers that contract with CalPERS for retirement benefits. The City retains the right to designate, reduce, change, or amend the number of hours assigned to Employee consistent with the City's workload and other needs. If Employee's annual hours are approaching 960, then the City retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement. Employee will be responsible for keeping track of the number of hours worked on a daily time sheet form provided by the City and submitting them at least every month.

The position is a temporary, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the City Manager, will assign Employee hours to work. Due to the nature of the position, it is understood that the work day and work week hours may vary, however Employee shall not work overtime (i.e. in excess of 40 hours per week) without express permission from the City Manager.

3. Employment Status:

A. Benefits: Other than the compensation described above in Section 2, Employee will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Employee understands and agrees that she is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage or similar benefits required by law.

B. No Membership in Bargaining Unit: Employee understands that she is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.

C. No Property Right in Employment: Employee understands and agrees that the terms of her employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that she acquires no property interest in her employment by virtue of this agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that she can be terminated at any time for any reason or for no reason), and that she is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action except as otherwise provided by law.

D. Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment to a

position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. As of the time of entering this Agreement, Employee represents that she is not performing services for any other CalPERS public agency employer. In the event Employee begins providing service to any other CalPERS public agency employer during the term of this Agreement, Employee must immediately notify the City of accepting such employment and disclose on a periodic basis (at a frequency determined by the City) the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded.

4. Representation of Employee: Employee represents that she is properly trained and certified to perform the duties required of the position and this Agreement.
5. Effective Date and Term of Agreement: This Agreement shall be effective on January 3, 2023 (“Effective Date”), and unless terminated earlier, shall terminate automatically at midnight on **January 4, 2025 or when the work is completed, whichever is sooner.** Employment is temporary, at-will and may be terminated with or without cause and with or without notice at any time by the Employee or the City. Employee is not eligible for any severance payment or benefit relating to or arising out of the termination of this Agreement.
6. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by employee to any third party.
7. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Yolo County.
8. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
9. Conflict of Interest: Employee agrees that during the term of this Agreement, she will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated or not, that would in any way conflict with, or impair Employee’s ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing by the City Manager. Employee agrees to disclose whether she is performing work for any other CalPERS public agency employer as required by section 3.D. of this Agreement.
10. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained

in this Agreement have been made to Employee to induce Employee to enter into this Agreement.

No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the City is effective. Employee specifically acknowledges that in entering into and executing this Agreement, she relies solely upon the provisions contained herein and no others.

11. Support Services and Equipment: Employee shall be provided office space and the equipment needed to perform her duties and sufficient to fulfill obligations under this Agreement, as determined by the City Manager, at no cost to employee. Such equipment shall include a City-owned computer, typical office equipment and cell phone. In accordance with Government Code Section 21224, personal use of such equipment is not permitted.
12. Reimbursement for Expenses: Employee shall be reimbursed by City in accordance with standard City travel policy (as well as federal and state law) for all authorized and necessary travel undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said reimbursement for such travel in the manner and forms required by the City. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred by him in performance of this Agreement.
13. Notices: All notices permitted or required under this Agreement shall be given to the respective parties by hand-delivery or by mail at the following address, or at such other address as the respective parties may provide in writing for this purpose, by deposit in the U.S. Mail, postage pre-paid, addressed as follows:

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

EMPLOYEE: C. Lynn Johnson
400 Baylor Drive
Woodland, CA 95695

14. Indemnification: In accordance with and subject to the limitations of the California Government Claims Act and California Labor Code, the City shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's services as Senior Management Analyst, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of her employment as Senior Management Analyst.
15. No Presumption of Drafter: The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be

inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

16. Assistance of Counsel: Each party to this Agreement warrants to the other party that the party has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

Dated: _____

EMPLOYEE:

Dated: _____

CITY:

, CITY MANAGER



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: I.23
SUBJECT: Waste Management Annual Rate Adjustment

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, to 1) receive the Waste Management 2023 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2023 rate adjustments approved.

Staff Contact:

Rosie Ledesma, Environmental Resources Program Manager, (530) 661-2059,
rosie.ledesma@cityofwoodland.org

Fiscal Impact:

Waste Management provides a 15% franchise fee to the City. If the customer base remains similar to the current customer base, the 2023 rate adjustment would result in an increase of approximately \$60,000-\$80,000 in franchise fees in calendar year 2023.

Background:

Waste Management provides collection and disposal of trash, recyclables, and organic waste, and street sweeping services for the City of Woodland pursuant to the terms of the amended franchise agreement between the City and Waste Management dated July 1, 2011. With regard to rate adjustments, the agreement allows Waste Management to (1) increase its service rates in accordance with changes in the U.S. City Average Consumer Price Index (CPI) for All Urban Consumers in the most recent 12-month period for which data are available, up to a maximum of 5%, and (2) incorporate any increase in landfill disposal fees above the previous year's disposal fees. The base rates may be adjusted each year by these amounts.

Yolo County operates the landfill and adjusts the landfill disposal fees each July 1. Because landfill fees go into effect six months before the Waste Management rates are adjusted, the agreement allows Waste Management to recover the increased disposal fees paid by the company during the preceding July-December period through an additional adjustment to the customer rates. These adjustments are not factored into the base rate that is used to calculate subsequent years' rate adjustments.

In addition, the City's waste flow agreement with Yolo County allows for extraordinary rate adjustments to account for Federal, State, or Local regulatory fee changes. This year, Yolo County entered into a new agreement for landfill operations, which included significantly higher costs attributable to regulatory requirements for mandated upgrades to the contractor's heavy equipment fleet and prevailing wage increases. This added cost accounts for an additional 8.44% increase in waste disposal tipping fees starting January 1, 2023 in addition to the annual fee increase implemented on July 1, 2022. A copy of the rate increase notice from Yolo County is included in the agenda packet.

According to the franchise agreement, provided that adequate supporting information has been submitted by the company, any requested CPI adjustment and landfill pass-through increases shall be deemed approved and shall take effect on the following January 1, and the City Council shall not deny a requested disposal fee adjustment unless it finds that Waste Management has not provided adequate supporting information.

Discussion:

In accordance with the terms of the franchise agreement, Waste Management has submitted a request to implement an annual adjustment to its customer rates, effective January 1, 2023. The 2023 rate request includes a 5.00% CPI increase for the 12-month period ending August 2022 and the following increases for each commodity:

Annual Adjustment	2021-22 Rate	2022-23 Rate	Percent Increase	Less CPI
<i>Waste disposal fee</i>	\$54.80/ton	\$56.31/ton	2.76%	-2.24%
<i>Organics/GW disposal fee</i>	\$75.00/ton	\$78.00/ton	4.00%	-1.00%
<i>C&D disposal fee</i>	\$85.00/ton	\$87.00/ton	2.35%	-2.65%

Yolo County Landfill Tipping Fees - Extraordinary Adjustment	2022-23 Rate	2023 Rate	Percent Increase
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<i>Waste disposal fee</i>	\$56.31/ton	\$61.06/ton	8.44%
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The landfill increases are

applied only to the disposal portion of the applicable rates and only by the amount that exceeds the CPI increase, which is calculated as the final disposal fee increase, or decrease in the event that the CPI is higher than the disposal increase. This does not apply to the extraordinary rate adjustment increase.

Customer Impacts:

These adjustments will result in increased rates for an average Woodland household of \$2.15 per month (from \$36.62 to \$38.77 per month). Charges for commercial waste services will generally increase by about 5.9% over the commercial customer rates for 2022, depending on container size and frequency of service. Charges for C&D roll-off containers will increase from \$13-\$33 per load, with an average of 5.2% increase for all roll-off containers.

Staff has reviewed the documentation provided by Waste Management and found all the calculations to be appropriate and the documentation to be adequate for the 2023 annual rate adjustment.

Discretionary Adjustment:

In accordance with Section 7.3.3(5) of the Agreement between the City of Woodland and Waste Management, Waste Management may submit a request for a Discretionary Adjustment for a rate increase relating to changes in law, disposal methods, disposal site changes, or other causes and reasons not within the reasonable control of their company. Consistent with this provision of the Agreement, Waste Management has submitted a proposal for an extraordinary rate increase stating that it has experienced higher costs in the last 2 years due to inflation, labor impacts, and significant increases in fuel, materials, and equipment.

Staff has been working with Waste Management to validate these increased costs and verify its calculations. A formal proposal for this Discretionary Adjustment will be presented to Council in January for discussion and determination as to when and if to agree to an additional discretionary adjustment to the rates.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, to 1) receive the Waste Management 2023 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2023 rate adjustments approved.

Prepared by: Rosie Ledesma, Environmental Resources Program Manager



Ken Hiatt
City Manager

Attachments:

1. Resolution WM 2023 Rate Adjustment
2. Woodland City of Rate Adj Eff 1-1-23
3. Yolo County Discretionary Rate Adjustment Notice

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE
REQUEST FOR THE 2023 ANNUAL RATE ADJUSTMENT BY WASTE MANAGEMENT**

WHEREAS, the Legislature of the State of California, by enactment of California Public Resources Code Sections 40000 et seq. and California Public Resources Code Section 49300, declares that it is within the public interest to authorize and require local agencies to make adequate provision for Solid Waste handling within their jurisdictions; and

WHEREAS, the Council has determined that the public health, safety and well-being of its residents requires that Solid Waste collection and disposal, including, but not limited to, the frequency of collection, the means of collection and the transportation, scope, charges and fees, location, and extent of such services, be provided by an exclusive contract; and

WHEREAS, Waste Management provides collection and disposal of trash, recyclables, and organic waste, and street sweeping services for the City of Woodland pursuant to the terms of the amended franchise agreement between the City and Waste Management dated July 1, 2011; and

WHEREAS, the agreement allows Waste Management to (1) increase its service rates in accordance with changes in the U.S. City Average Consumer Price Index (CPI) up to a maximum of 5%, and (2) incorporate any increase in landfill disposal fees above the previous year's disposal fees; and

WHEREAS, Waste Management has provided appropriate supporting documentation to support its request.

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

Section 1. The City Council hereby receives the Waste Management 2023 rate adjustment information.

Section 2. The City Council hereby accepts it as complete and adequate.

Section 3. The City Council hereby deems the proposed 2023 rate adjustment approved.

PASSED AND ADOPTED this 20th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



**Waste Management of Woodland
City of Woodland
Residential Rate Adjustment Effective 1/1/23**

CPI % Change	5.00%		A
	7/1/2022	1/1/2023	
MSW Disposal Increase	-2.24%	8.44%	B1, B3
Mixed Food Increase	-1.00%		B2
MSW Disposal Capture	2.76%		C1
Mixed Food Disposal Capture	4.00%		C2

	Current Monthly Rate Effective 1/1/2022	Previous Period Disposal Catch Up (7/1/21 through 12/31/21)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2022 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/22 through 12/31/22)	Disposal Increase (1/1/2023 Change)	New Monthly Rate Eff 1/1/2023
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=H*B3	M=J+K+L
Garbage Rates										
35 Gallons	\$13.56	\$0.03	\$13.53	\$0.68	\$1.86	(\$0.04)	\$14.17	\$0.03	\$0.16	\$14.36
64 Gallons	\$15.95	\$0.05	\$15.90	\$0.80	\$3.70	(\$0.08)	\$16.62	\$0.05	\$0.31	\$16.98
96 Gallons	\$27.78	\$0.08	\$27.70	\$1.39	\$5.57	(\$0.13)	\$28.96	\$0.08	\$0.47	\$29.51
Extra bag pickup	\$2.56	\$0.00	\$2.56	\$0.13	\$0.35	(\$0.01)	\$2.68	\$0.00	\$0.03	\$2.71
Extra toter pickup	\$8.19	\$0.03	\$8.16	\$0.41	\$1.83	(\$0.04)	\$8.53	\$0.03	\$0.15	\$8.71

Low income (10% discount from base)										
35 Gallons	\$12.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$12.92
64 Gallons	\$14.36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$15.28
96 Gallons	\$25.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$26.56

Green Waste / Street Sweeping*										
Small Lot**	\$14.55	\$0.27	\$14.28	\$0.71	\$4.24	(\$0.04)	\$14.95	\$0.08	\$0.36	\$15.39
1-96 Gallon Toter	\$18.18	\$0.27	\$17.91	\$0.90	\$4.24	(\$0.04)	\$18.77	\$0.08	\$0.36	\$19.21
2-96 Gallon Toters	\$18.18	\$0.27	\$17.91	\$0.90	\$4.24	(\$0.04)	\$18.77	\$0.08	\$0.36	\$19.21
3-96 Gallon Toters	\$23.46	\$0.44	\$23.02	\$1.15	\$6.97	(\$0.07)	\$24.10	\$0.14	\$0.59	\$24.83
4-96 Gallon Toters	\$23.46	\$0.44	\$23.02	\$1.15	\$6.97	(\$0.07)	\$24.10	\$0.14	\$0.59	\$24.83
Each add'l toter after 4	\$5.40	\$0.17	\$5.23	\$0.26	\$2.77	(\$0.03)	\$5.46	\$0.06	\$0.23	\$5.75

*Green waste toters and street sweeping charges are applied to all residential homes, condominiums, apartments and mobile home parks that use toter service

**The Small Lot rate applies only to those customers who qualified for this rate before July 1, 2007, and who were grandfathered in under this rate. Current Small Lot rate customers who choose to have one cart will continue to pay the Small Lot rate (as annually adjusted) until the property is sold or unless they choose to have additional carts.

Street Sweeping (only)*										
Residential/Condominium	\$5.00	\$0.00	\$5.00	\$0.25	\$0.00	\$0.00	\$5.25	\$0.00	\$0.00	\$5.25
Apartments/Mobile Home Parks (per unit)	\$2.71	\$0.00	\$2.71	\$0.14	\$0.00	\$0.00	\$2.85	\$0.00	\$0.00	\$2.85

* Street sweeping only charge is for condominiums, apartments and mobile home parks that do not use green waste toters for service.

Recycling										
Residential Curbside	\$1.79	\$0.00	\$1.79	\$0.09	\$0.00	\$0.00	\$1.88	\$0.00	\$0.00	\$1.88

Ancillary / Misc Fees										
Side Yard Assisted Service - medically justified	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Side Yard Assisted Service - no medical justification	\$6.55	\$0.00	\$6.55	\$0.33	\$0.00	\$0.00	\$6.88	\$0.00	\$0.00	\$6.88
State Mandated Charge - Per Household	\$0.70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.70
Bulky Waste Pickup - per pickup (limited to 5 yards)	\$82.99	\$0.14	\$82.85	\$4.14	\$9.54	(\$0.21)	\$86.78	\$0.13	\$0.80	\$87.71
Cart Replacement Charge ¹	Market Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Market Rate
Insufficient Funds / Returned Check Fee	\$30.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$30.00
Late Charge	2.5% of balance, \$5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, \$5.00 minimum
Non-Service Day Trip Charge	\$31.51	\$0.00	\$31.51	\$1.58	\$0.00	\$0.00	\$33.09	\$0.00	\$0.00	\$33.09
Residential Contamination Charge	\$15.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$15.00
Residential Overage Charge	\$15.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$15.00

[1] Replacement is charged at the market rate. Does not apply to carts damaged as the result of normal wear and tear. One replacement cart is provided every 4 years for lost or stolen carts, and one replacement cart per year for graffiti-tagged carts.

[2] Contamination charges would apply to Residential Customers each time a Customers cart contains contaminants. Customer will be charged per cart/per collection after 2 warning notifications in a 12-month rolling period.

[3] Overage charges would apply to Residential Customers each time a Customers cart is overloaded. Customer will be charged per cart/per collection after 2 warning notifications in a 12-month rolling period



Waste Management of Woodland
City of Woodland
Commercial Rate Adjustment Effective 1/1/23

CPI % Change	5.00%	A
	7/1/2022	1/1/2023
MSW Disposal Increase	-2.24%	8.44%
Mixed Food Increase	-1.00%	
MSW Disposal Capture	2.76%	
Mixed Food Disposal Capture	4.00%	

B1, B3
B2
C1
C2

	Current Monthly Rate Effective 1/1/2022	Previous Period Disposal Catch Up (7/1/21 through 12/31/21)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2022 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/22 through 12/31/22)	Disposal Increase (1/1/2023 Change)	New Monthly Rate Eff 1/1/2023
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+I	K=(H*C)/2	L=H*B3	M=J+K+L
Trash Cart Rates										
1-64 Gallon Can	\$31.34	\$0.11	\$31.23	\$1.56	\$7.43	(\$0.17)	\$32.62	\$0.10	\$0.63	\$33.35
1-96 Gallon Can	\$39.81	\$0.16	\$39.65	\$1.98	\$11.14	(\$0.25)	\$41.38	\$0.15	\$0.94	\$42.47
Extra bag pickup	\$2.56	\$0.00	\$2.56	\$0.13	\$0.35	(\$0.01)	\$2.68	\$0.00	\$0.03	\$2.71
Extra toter pickup	\$8.19	\$0.03	\$8.16	\$0.41	\$1.83	(\$0.04)	\$8.53	\$0.03	\$0.15	\$8.71
Trash 1 Yard Bin										
1 x Week	\$79.89	\$0.12	\$79.77	\$3.99	\$8.26	(\$0.19)	\$83.57	\$0.11	\$0.70	\$84.38
2 x Week	\$131.58	\$0.23	\$131.35	\$6.57	\$16.51	(\$0.37)	\$137.55	\$0.23	\$1.39	\$139.17
Trash 1.5 Yard Bin										
1 x Week	\$100.56	\$0.18	\$100.38	\$5.02	\$12.40	(\$0.28)	\$105.12	\$0.17	\$1.05	\$106.34
2 x Week	\$170.32	\$0.35	\$169.97	\$8.50	\$24.80	(\$0.56)	\$177.91	\$0.34	\$2.09	\$180.34
3 x Week	\$239.45	\$0.53	\$238.92	\$11.95	\$37.19	(\$0.83)	\$250.04	\$0.51	\$3.14	\$253.69
Trash 2 Yard Bin										
1 x Week	\$121.85	\$0.23	\$121.62	\$6.08	\$16.51	(\$0.37)	\$127.33	\$0.23	\$1.39	\$128.95
2 x Week	\$206.81	\$0.47	\$206.34	\$10.32	\$33.06	(\$0.74)	\$215.92	\$0.46	\$2.79	\$219.17
3 x Week	\$291.83	\$0.70	\$291.13	\$14.56	\$49.57	(\$1.11)	\$304.58	\$0.68	\$4.18	\$309.44
4 x Week	\$376.78	\$0.94	\$375.84	\$18.79	\$66.12	(\$1.48)	\$393.15	\$0.91	\$5.58	\$399.64
5 x Week	\$461.77	\$1.17	\$460.60	\$23.03	\$82.61	(\$1.85)	\$481.78	\$1.14	\$6.97	\$489.89
6 x Week	\$546.20	\$1.41	\$544.79	\$27.24	\$99.14	(\$2.23)	\$569.80	\$1.37	\$8.36	\$579.53
Trash 3 Yard Bin										
1 x Week	\$156.92	\$0.35	\$156.57	\$7.83	\$24.80	(\$0.56)	\$163.84	\$0.34	\$2.09	\$166.27
2 x Week	\$274.68	\$0.70	\$273.98	\$13.70	\$49.57	(\$1.11)	\$286.57	\$0.68	\$4.18	\$291.43
3 x Week	\$392.27	\$1.06	\$391.21	\$19.56	\$74.38	(\$1.67)	\$409.10	\$1.02	\$6.27	\$416.39
4 x Week	\$482.97	\$1.41	\$481.56	\$24.08	\$99.14	(\$2.23)	\$503.41	\$1.37	\$8.36	\$513.14
5 x Week	\$627.67	\$1.76	\$625.91	\$31.30	\$123.97	(\$2.78)	\$654.43	\$1.71	\$10.46	\$666.60
6 x Week	\$745.47	\$2.11	\$743.36	\$37.17	\$148.75	(\$3.34)	\$777.19	\$2.05	\$12.55	\$791.79
Trash 4 Yard Bin										
1 x Week	\$197.29	\$0.47	\$196.82	\$9.84	\$33.06	(\$0.74)	\$205.92	\$0.46	\$2.79	\$209.17
2 x Week	\$349.64	\$0.94	\$348.70	\$17.44	\$66.12	(\$1.48)	\$364.66	\$0.91	\$5.58	\$371.15
3 x Week	\$502.10	\$1.41	\$500.69	\$25.03	\$99.14	(\$2.23)	\$523.49	\$1.37	\$8.36	\$533.22
4 x Week	\$654.41	\$1.88	\$652.53	\$32.63	\$132.20	(\$2.97)	\$682.19	\$1.82	\$11.15	\$695.16
5 x Week	\$821.00	\$2.35	\$818.65	\$40.93	\$165.27	(\$3.71)	\$855.87	\$2.28	\$13.94	\$872.09
6 x Week	\$959.28	\$2.81	\$956.47	\$47.82	\$198.31	(\$4.45)	\$999.84	\$2.73	\$16.73	\$1,019.30
Trash 6 Yard Bin										
1 x Week	\$258.77	\$0.70	\$258.07	\$12.90	\$49.57	(\$1.11)	\$269.86	\$0.68	\$4.18	\$274.72
2 x Week	\$468.03	\$1.41	\$466.62	\$23.33	\$99.14	(\$2.23)	\$487.72	\$1.37	\$8.36	\$497.45
3 x Week	\$685.78	\$2.11	\$683.67	\$34.18	\$148.75	(\$3.34)	\$714.51	\$2.05	\$12.55	\$729.11
4 x Week	\$952.45	\$2.81	\$949.64	\$47.48	\$198.31	(\$4.45)	\$992.67	\$2.73	\$16.73	\$1,012.13
5 x Week	\$1,190.50	\$3.52	\$1,186.98	\$59.35	\$247.87	(\$5.56)	\$1,240.77	\$3.41	\$20.91	\$1,265.09
6 x Week	\$1,453.10	\$4.22	\$1,448.88	\$72.44	\$297.47	(\$6.68)	\$1,514.64	\$4.10	\$25.09	\$1,543.83
Trash 8 Yard Bin										
1 x Week	\$316.57	\$0.92	\$315.65	\$15.78	\$65.09	(\$1.46)	\$329.97	\$0.90	\$5.49	\$336.36
2 x Week	\$579.66	\$1.85	\$577.81	\$28.89	\$130.21	(\$2.92)	\$603.78	\$1.79	\$10.98	\$616.55
3 x Week	\$859.37	\$2.77	\$856.60	\$42.83	\$195.31	(\$4.38)	\$895.05	\$2.69	\$16.48	\$914.22
4 x Week	\$1,236.09	\$3.70	\$1,232.39	\$61.62	\$260.41	(\$5.84)	\$1,288.17	\$3.59	\$21.97	\$1,313.73
5 x Week	\$1,542.05	\$4.62	\$1,537.43	\$76.87	\$325.51	(\$7.31)	\$1,606.99	\$4.48	\$27.46	\$1,638.93
6 x Week	\$1,924.53	\$5.54	\$1,918.99	\$95.95	\$390.61	(\$8.77)	\$2,006.17	\$5.38	\$32.95	\$2,044.50
Recycling Carts/Bins - All Sizes*										
1 x Week - per month/per bin	\$32.50	\$0.00	\$32.50	\$1.63	\$0.00	\$0.00	\$34.13	\$0.00	\$0.00	\$34.13
2 x Week - per month/per bin**	\$65.00	\$0.00	\$65.00	\$3.26	\$0.00	\$0.00	\$68.26	\$0.00	\$0.00	\$68.26
3 x Week - per month/per bin**	\$97.50	\$0.00	\$97.50	\$4.89	\$0.00	\$0.00	\$102.39	\$0.00	\$0.00	\$102.39
4 x Week - per month/per bin**	\$130.00	\$0.00	\$130.00	\$6.52	\$0.00	\$0.00	\$136.52	\$0.00	\$0.00	\$136.52
5 x Week - per month/per bin**	\$162.50	\$0.00	\$162.50	\$8.15	\$0.00	\$0.00	\$170.65	\$0.00	\$0.00	\$170.65
Mixed Organics - 35 Gallon										
1 x Week	\$27.90	\$0.75	\$27.15	\$1.36	\$11.93	(\$0.12)	\$28.39	\$0.24	\$1.01	\$29.64
2 x Week	\$55.70	\$1.49	\$54.21	\$2.71	\$23.81	(\$0.24)	\$56.68	\$0.48	\$2.01	\$59.17
3 x Week	\$83.60	\$2.24	\$81.36	\$4.07	\$35.74	(\$0.36)	\$85.07	\$0.71	\$3.01	\$88.79
4 x Week	\$111.49	\$2.99	\$108.50	\$5.43	\$47.66	(\$0.48)	\$113.45	\$0.95	\$4.02	\$118.42
5 x Week	\$139.36	\$3.74	\$135.62	\$6.78	\$59.58	(\$0.60)	\$141.80	\$1.19	\$5.03	\$148.02
Mixed Organics - 64 Gallon										
1 x Week	\$39.50	\$1.37	\$38.13	\$1.91	\$21.79	(\$0.22)	\$39.82	\$0.44	\$1.84	\$42.10
2 x Week	\$79.01	\$2.74	\$76.27	\$3.81	\$43.58	(\$0.44)	\$79.64	\$0.87	\$3.68	\$84.19
3 x Week	\$118.49	\$4.10	\$114.39	\$5.72	\$65.36	(\$0.65)	\$119.46	\$1.31	\$5.51	\$126.28
4 x Week	\$158.00	\$5.47	\$152.53	\$7.63	\$87.16	(\$0.87)	\$159.29	\$1.74	\$7.35	\$168.38
5 x Week	\$197.50	\$6.84	\$190.66	\$9.53	\$108.94	(\$1.09)	\$199.10	\$2.18	\$9.19	\$210.47
2 Yard Mixed Organics Bin										
1 x Week	\$191.31	\$2.37	\$188.94	\$9.45	\$37.75	(\$0.38)	\$198.01	\$0.76	\$3.18	\$201.95
2 x Week	\$327.26	\$4.74	\$322.52	\$16.13	\$75.52	(\$0.76)	\$337.89	\$1.51	\$6.37	\$345.77
3 x Week	\$464.68	\$7.00	\$457.68	\$22.88	\$111.59	(\$1.12)	\$479.44	\$2.23	\$9.41	\$491.08
3 Yard Mixed Organics Bin										
1 x Week	\$263.57	\$3.56	\$260.01	\$13.00	\$56.64	(\$0.57)	\$272.44	\$1.13	\$4.78	\$278.35
2 x Week	\$464.54	\$7.11	\$457.43	\$22.87	\$113.29	(\$1.13)	\$479.17	\$2.27	\$9.56	\$491.00
3 x Week	\$667.69	\$10.51	\$657.18	\$32.86	\$167.47	(\$1.67)	\$688.37	\$3.35	\$14.13	\$705.85

*Recycle Container Sizes Available: 96 gallon, 1 Yard, 1.5 Yard, 2 Yard, 3 Yard, 4 Yard, 6 Yard

**Services with a frequency of more than one time per week are charged by multiples of the "1 x Week" rate

***Four 96 gallon recycle carts can be substituted for a recycle bin for the same cost. Carts must be placed curbside on collection days.

Extra Pickup Fees										
Overloaded Container - First Cubic Yard (No Dismount Required)	\$8.25	\$0.03	\$8.22	\$0.41	\$1.88	(\$0.04)	\$8.59	\$0.03	\$0.16	\$8.78
Overloaded Container - Each Cubic Yard in excess of 1 (No Dismount Required)	\$3.26	\$0.03	\$3.23	\$0.16	\$1.88	(\$0.04)	\$3.35	\$0.03	\$0.16	\$3.54
Additional Pickup, 1 Cubic Yard Bin	\$47.38	\$0.03	\$47.35	\$2.37	\$1.88	(\$0.04)	\$49.68	\$0.03	\$0.16	\$49.87
Additional Pickup, 1.5 Cubic Yard Bin	\$48.97	\$0.04	\$48.93	\$2.45	\$2.81	(\$0.06)	\$51.32	\$0.04	\$0.24	\$51.60
Additional Pickup, 2 Cubic Yard Bin	\$50.58	\$0.05	\$50.53	\$2.53	\$3.74	(\$0.08)	\$52.98	\$0.05	\$0.32	\$53.35
Additional Pickup, 3 Cubic Yard Bin	\$53.85	\$0.08	\$53.77	\$2.69	\$5.61	(\$0.13)	\$56.33	\$0.08	\$0.47	\$56.88
Additional Pickup, 4 Cubic Yard Bin	\$56.87	\$0.11	\$56.76	\$2.84	\$7.50	(\$0.17)	\$59.43	\$0.10	\$0.63	\$60.16
Additional Pickup, 6 Cubic Yard Bin	\$63.49	\$0.16	\$63.33	\$3.17	\$11.21	(\$0.25)	\$66.25	\$0.15	\$0.95	\$67.35
Additional Trip to Customer Location at Customer Request	\$31.51	\$0.00	\$31.51	\$1.58	\$0.00	\$0.00	\$33.09	\$0.00	\$0.00	\$33.09
Temporary Bin										
3 Yard Temporary Bin	\$187.00	\$0.08	\$186.92	\$9.35	\$5.61	(\$0.13)	\$196.14	\$0.08	\$0.47	\$196.69
Ancillary / Misc Fees										
State Mandated Fee - per yard times 4.3 (weeks per month)	\$0.25	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$0.25
Dismount and Push Charge per Bin Serviced per Week	\$6.67	\$0.00	\$6.67	\$0.33	\$0.00	\$0.00	\$7.00	\$0.00	\$0.00	\$7.00
Key Charge per Bin Serviced per Week	\$7.93	\$0.00	\$7.93	\$0.40	\$0.00	\$0.00	\$8.33	\$0.00	\$0.00	\$8.33
Enclosure Charge per Bin Serviced per Week	\$8.75	\$0.00	\$8.75	\$0.44	\$0.00	\$0.00	\$9.19	\$0.00	\$0.00	\$9.19
Gate Service Charge per Bin Serviced per Week	\$8.75	\$0.00	\$8.75	\$0.44	\$0.00	\$0.00	\$9.19	\$0.00	\$0.00	\$9.19
Long Walk (more than 20 feet) per Bin Serviced per Week	\$20.94	\$0.00	\$20.94	\$1.05	\$0.00	\$0.00	\$21.99	\$0.00	\$0.00	\$21.99
Maximum Additional Weekly Charges per Bin Serviced per Week	\$27.12	\$0.00	\$27.12	\$1.36	\$0.00	\$0.00	\$28.48	\$0.00	\$0.00	\$28.48
Scout Truck (Container Truck) Container Pull Out	\$37.82	\$0.00	\$37.82	\$1.89	\$0.00	\$0.00	\$39.71	\$0.00	\$0.00	\$39.71
Extra per yard charge for Customers Pre-compacting Trash	\$24.76	\$0.11	\$24.65	\$1.23	\$7.50	(\$0.17)	\$25.71	\$0.10	\$0.63	\$26.44
Commercial Sweeping Charge	\$8.25	\$0.00	\$8.25	\$0.41	\$0.00	\$0.00	\$8.66	\$0.00	\$0.00	\$8.66
Bad / Returned Check Fee	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$30.00
Snapshot Fee - Per Occurrence ¹	\$57.27	\$0.00	\$57.27	\$2.86	\$0.00	\$0.00	\$60.13	\$0.00	\$0.00	\$60.13
Inactivity Fee - Per Day (No activity for over 14 days) ²	\$12.89	\$0.00	\$12.89	\$0.64	\$0.00	\$0.00	\$13.53	\$0.00	\$0.00	\$13.53
Inactivity Fee - Maximum per month ²	\$193.43	\$0.00	\$193.43	\$9.67	\$0.00	\$0.00	\$203.10	\$0.00	\$0.00	\$203.10
Reactivation Fee - due to non-payment ³	\$40.08	\$0.00	\$40.08	\$2.00	\$0.00	\$0.00	\$42.08	\$0.00	\$0.00	\$42.08
Container Exchange Fee ⁴	\$171.78	\$0.00	\$171.78	\$8.59	\$0.00	\$0.00	\$180.37	\$0.00	\$0.00	\$180.37
Delivery Fee ⁵	\$171.78	\$0.00	\$171.78	\$8.59	\$0.00	\$0.00	\$180.37	\$0.00	\$0.00	\$180.37
Late Charge	2.5% of balance, \$5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, \$5.00 minimum
Contamination Charge - per occurrence ⁶	\$107.65	\$0.00	\$107.65	\$5.38	\$0.00	\$0.00	\$113.03	\$0.00	\$0.00	\$113.03
Cart Swap / Cleaning Charge	\$62.33	\$0.00	\$62.33	\$3.12	\$0.00	\$0.00	\$65.45	\$0.00	\$0.00	\$65.45
Bin Swap / Cleaning Charge	\$141.65	\$0.00	\$141.65	\$7.08	\$0.00	\$0.00	\$148.73	\$0.00	\$0.00	\$148.73

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$13.53 per day. The maximum fee per month is \$203.10.

[3] The Reactivation service fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[4] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[5] The Delivery service fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[6] If a Customer's container is contaminated more than twice in the last twelve (12) months of service, and Company has left non-collection notices on each such instance, then Company may apply a contamination charge per occurrence over the succeeding twelve (12) months.



**Waste Management of Woodland
City of Woodland
Debris (RO) Box Rate Adjustment Effective 1/1/23**

CPI % Change	5.00%
7/1/2022	1/1/2023
MSW Disposal Increase	-2.24%
Green Waste Disposal Increase	-1.00%
Mixed Food Increase	-1.00%
C&D Disposal Increase	-2.65%
MSW Disposal Capture	2.76%
Green Waste Disposal Capture	4.00%
Mixed Food Disposal Capture	4.00%
C&D Disposal Capture	2.35%

A

B1, B5
B2
B3
B4
C1
C2
C3
C4

Current Disposal Costs	
Municipal Solid Waste	\$61.06
Green Waste	\$78.00
Mixed Food / Green	\$78.00
C&D	\$87.00
Clean Wood	\$0.00
Mixed Wood	\$78.00
OCC	\$0.00
Recycle	\$0.00

	Current Monthly Rate Effective 1/1/2022	Previous Period Disposal Catch Up (7/1/21 through 12/31/21)	Current Monthly Base Rate	CPI Increase	Disposal Portion of the Current Base Rate	Disposal Increase (7/1/2022 Change)	New Monthly Base Rate w/o Disposal Catchup	Six Month Disposal Catch Up (7/1/22 through 12/31/22)	Disposal Increase (1/1/2023 Change)	New Monthly Rate Eff 1/1/2023
	D	E	F=D-E	G=F*A	H	I=H*B	J=F+G+H	K=(H*C)/2	L=H*B5	M=J+K+L
MSW - Haul Rate										
20 Yards - Includes 2 tons	\$267.22	\$1.32	\$265.90	\$13.30	\$92.74	(\$2.08)	\$277.12	\$1.28	\$7.82	\$286.22
25 Yards - Includes 2.5 tons	\$334.20	\$1.65	\$332.55	\$16.63	\$115.90	(\$2.60)	\$346.58	\$1.60	\$9.78	\$357.96
30 Yards - Includes 3 tons	\$400.63	\$1.97	\$398.66	\$19.93	\$139.09	(\$3.12)	\$415.47	\$1.92	\$11.73	\$429.12
40 Yards - Includes 4 tons	\$534.19	\$2.63	\$531.56	\$26.58	\$185.43	(\$4.16)	\$553.98	\$2.55	\$15.64	\$572.17
50 Yards - Includes 5 tons	\$651.15	\$3.29	\$647.86	\$32.39	\$231.80	(\$5.20)	\$675.05	\$3.19	\$19.55	\$697.79
Green Waste - Haul Rate										
20 Yards - Includes 2 tons	\$298.22	\$10.88	\$287.34	\$14.37	\$120.32	(\$1.20)	\$300.51	\$2.41	\$10.15	\$313.07
25 Yards - Includes 2.5 tons	\$372.95	\$13.60	\$359.35	\$17.97	\$150.40	(\$1.50)	\$375.82	\$3.01	\$12.69	\$391.52
30 Yards - Includes 3 tons	\$447.16	\$16.32	\$430.84	\$21.54	\$180.49	(\$1.80)	\$450.58	\$3.61	\$15.23	\$469.42
40 Yards - Includes 4 tons	\$596.24	\$21.76	\$574.48	\$28.72	\$240.64	(\$2.41)	\$600.79	\$4.81	\$20.30	\$625.90
50 Yards - Includes 5 tons	\$728.67	\$27.19	\$701.48	\$35.07	\$300.80	(\$3.01)	\$733.54	\$6.02	\$25.37	\$764.93
Mixed Wood - Haul Rate										
20 Yards - Includes 2 tons	\$313.88	\$12.06	\$301.82	\$15.09	\$133.39	(\$1.33)	\$315.58	\$2.67	\$11.25	\$329.50
25 Yards - Includes 2.5 tons	\$392.52	\$15.07	\$377.45	\$18.87	\$166.74	(\$1.67)	\$394.65	\$3.33	\$14.07	\$412.05
30 Yards - Includes 3 tons	\$470.65	\$18.09	\$452.56	\$22.63	\$200.08	(\$2.00)	\$473.19	\$4.00	\$16.88	\$494.07
40 Yards - Includes 4 tons	\$627.55	\$24.12	\$603.43	\$30.17	\$266.77	(\$2.67)	\$630.93	\$5.34	\$22.50	\$658.77
50 Yards - Includes 5 tons	\$767.86	\$30.15	\$737.71	\$36.89	\$333.49	(\$3.33)	\$771.27	\$6.67	\$28.13	\$806.07
C&D - Haul Rate										
20 Yards - Includes 2 tons	\$333.88	\$11.24	\$322.64	\$16.13	\$122.16	(\$3.23)	\$335.54	\$1.44	\$10.30	\$347.28
25 Yards - Includes 2.5 tons	\$417.55	\$14.05	\$403.50	\$20.18	\$152.71	(\$4.04)	\$419.64	\$1.80	\$12.88	\$434.32
30 Yards - Includes 3 tons	\$500.67	\$16.86	\$483.81	\$24.19	\$183.25	(\$4.85)	\$503.15	\$2.16	\$15.46	\$520.77
40 Yards - Includes 4 tons	\$667.61	\$22.49	\$645.12	\$32.26	\$244.34	(\$6.47)	\$670.91	\$2.87	\$20.61	\$694.39
50 Yards - Includes 5 tons	\$817.87	\$28.10	\$789.77	\$39.49	\$305.39	(\$8.08)	\$821.18	\$3.59	\$25.76	\$850.53
Clean Wood - Haul Rate										
20 Yards	\$140.10	\$0.00	\$140.10	\$7.01	\$0.00	\$0.00	\$147.11	\$0.00	\$0.00	\$147.11
25 Yards	\$175.28	\$0.00	\$175.28	\$8.76	\$0.00	\$0.00	\$184.04	\$0.00	\$0.00	\$184.04
30 Yards	\$209.95	\$0.00	\$209.95	\$10.50	\$0.00	\$0.00	\$220.45	\$0.00	\$0.00	\$220.45
40 Yards	\$279.97	\$0.00	\$279.97	\$14.00	\$0.00	\$0.00	\$293.97	\$0.00	\$0.00	\$293.97
50 Yards	\$333.39	\$0.00	\$333.39	\$16.67	\$0.00	\$0.00	\$350.06	\$0.00	\$0.00	\$350.06
Old Corrugated Cardboard (OCC) - Haul Rate										
20 Yards	\$140.10	\$0.00	\$140.10	\$7.01	\$0.00	\$0.00	\$147.11	\$0.00	\$0.00	\$147.11
25 Yards	\$175.28	\$0.00	\$175.28	\$8.76	\$0.00	\$0.00	\$184.04	\$0.00	\$0.00	\$184.04
30 Yards	\$209.95	\$0.00	\$209.95	\$10.50	\$0.00	\$0.00	\$220.45	\$0.00	\$0.00	\$220.45
40 Yards	\$279.97	\$0.00	\$279.97	\$14.00	\$0.00	\$0.00	\$293.97	\$0.00	\$0.00	\$293.97
50 Yards	\$333.39	\$0.00	\$333.39	\$16.67	\$0.00	\$0.00	\$350.06	\$0.00	\$0.00	\$350.06
Recycle - Haul Rate										
20 Yards	\$140.10	\$0.00	\$140.10	\$7.01	\$0.00	\$0.00	\$147.11	\$0.00	\$0.00	\$147.11
25 Yards	\$175.28	\$0.00	\$175.28	\$8.76	\$0.00	\$0.00	\$184.04	\$0.00	\$0.00	\$184.04
30 Yards	\$209.95	\$0.00	\$209.95	\$10.50	\$0.00	\$0.00	\$220.45	\$0.00	\$0.00	\$220.45
40 Yards	\$279.97	\$0.00	\$279.97	\$14.00	\$0.00	\$0.00	\$293.97	\$0.00	\$0.00	\$293.97
50 Yards	\$333.39	\$0.00	\$333.39	\$16.67	\$0.00	\$0.00	\$350.06	\$0.00	\$0.00	\$350.06
Concrete / Dirt										
15 Yards - no included tonnage	\$192.36	\$0.00	\$192.36	\$9.62	\$0.00	\$0.00	\$201.98	\$0.00	\$0.00	\$201.98
Compactor Rates										
Haul Rate - Per Yard - includes tonnage	\$22.86	\$0.03	\$22.83	\$1.14	\$1.87	(\$0.04)	\$23.93	\$0.03	\$0.16	\$24.12

Ancillary / Misc Fees										
State Mandated Fee - Per yard times 4.3 weeks/month	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$0.25
Debris Box Roll-Top Fee Per Haul	\$28.34	\$0.00	\$28.34	\$1.42	\$0.00	\$0.00	\$29.76	\$0.00	\$0.00	\$29.76
Bad / Returned Check Fee	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$30.00
Snapshot Fee - Per Occurrence ¹	\$57.27	\$0.00	\$57.27	\$2.86	\$0.00	\$0.00	\$60.13	\$0.00	\$0.00	\$60.13
Trip Charge ²	\$113.37	\$0.00	\$113.37	\$5.67	\$0.00	\$0.00	\$119.04	\$0.00	\$0.00	\$119.04
Inactivity Fee - Per Day (No activity for over 14 days) ³	\$12.89	\$0.00	\$12.89	\$0.64	\$0.00	\$0.00	\$13.53	\$0.00	\$0.00	\$13.53
Inactivity Fee - Maximum per month ³	\$193.43	\$0.00	\$193.43	\$9.67	\$0.00	\$0.00	\$203.10	\$0.00	\$0.00	\$203.10
Reactivation Fee - due to non-payment ⁴	\$40.08	\$0.00	\$40.08	\$2.00	\$0.00	\$0.00	\$42.08	\$0.00	\$0.00	\$42.08
Container Exchange Fee ⁵	\$171.78	\$0.00	\$171.78	\$8.59	\$0.00	\$0.00	\$180.37	\$0.00	\$0.00	\$180.37
Delivery Fee ⁶	\$171.78	\$0.00	\$171.78	\$8.59	\$0.00	\$0.00	\$180.37	\$0.00	\$0.00	\$180.37
Late Charge	2.5% of balance, \$5.00 minimum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2.5% of balance, \$5.00 minimum
Debris Box Fuel Surcharge ⁷	See below	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See below
Contamination Fee ⁸	See below	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	See below

Note: Additional disposal fees for non-standard items (box springs, tires, televisions, etc) charged by Yolo County or City designated landfill will be charged to the customer when it is possible to identify the customer in violation.

[1] Excess Yardage/Snapshot service fee would apply to Commercial Customers each time a Customer's Bin or Debris Box is overloaded. Driver documents the conditions with photographs, which are used by the Company in subsequent Customer contact.

[2] The Trip Charge would apply when a Commercial Customer schedules a Debris Box service call that is not needed after Company arrives at the Customer location. Company must be given a 24 hour cancellation notice by the Customer.

[3] The Inactivity service fee would be charged if a Customer has a Debris Box, temporary Bin, or Compactor longer than the 14-day rental period without scheduling a pickup. On the 15th day and going forward, the customer would be charged an additional \$13.53 per day. The maximum fee per month is \$203.10.

[4] The Reactivation service fee would be charged for administrative costs to restart a Commercial Customer account that has been terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[5] A Commercial Customer may receive one container exchange every four (4) years at no charge. In addition, each Commercial Customer shall receive new containers at no charge if the container is damaged through normal wear and tear or through no fault of the Customer. Additional exchanges, either as a result of a Customer's request or because of Customer-caused damage to the container, will result in the Container Exchange Fee.

[6] The Delivery service fee would be charged for the delivery of a container to a Commercial Customer that is restarting services that were previously terminated pursuant to Section 7.1.2 of the Agreement due to non-payment.

[7] The attached fuel Surcharge rate table will be applied to only the Debris Box line of business and will be calculated based on the cost of fuel on a monthly basis. This will be a line item on the customer's monthly bill.

[8] The contamination fee is a pass-through contamination and/or administration fee imposed on by the landfill or disposal site for contaminated loads.



**Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation
Rate Adjustment Effective 1/1/23**

CPI ADJUSTMENT CALCULATION		
Consumer Price Index (CPI for <i>All Urban Consumers</i>) ¹		
Index August 2022	296.171	A
Index August 2021	273.567	B
Percentage change of index	8.26%	C = (A-B)/B
Contractually allowed maximum % of CPI (Section 7.3)	5%	I
Allowed Price Adjustment: Lower of Annual CPI Adjustment (C) or contractually allowed max. % increase (I)	5.00%	J
<u>Internet Hyperlink to Indices:</u> http://data.bls.gov/cgi-bin/srgate		



**Waste Management of Woodland
City of Woodland
CPI Adjustment Calculation
Rate Adjustment Effective 1/1/23**

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Aug-22	296.171
Aug-21	273.567

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.28	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.31	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171				



**Waste Management of Woodland
City of Woodland
Disposal Increase Calculations
Rate Adjustment Effective 1/1/23**

7.3.2 Disposal Fee Adjustment. Subject to the provisions of Section 7.3.4 regarding the time for making such a request, the Service Rates Shall be increased following an increase in the Disposal Fees. The Disposal Fee increase will be submitted at the time of the annual rate adjustment. The increase is subject to the provisions of Section 7.3.5 regarding the effective date of such increases and compensatory mechanisms for Disposal Fee increases for time periods prior to the effective date. Such increases shall be equal to the amount derived by multiplying (A) the portion of the previous Service Rate representing Disposal Costs by (B) the percentage increase in the Disposal Fees, and reducing that product (but not below zero) by an amount equal to the CPI adjustment (or, if less, the change in the U.S.C.P.I. between the date of the most recent Disposal Fee increase and the most recent month for which the U.S.C.P.I. is available).

Yolo County Landfill - MSW Disposal Adj Calc 7/1/22		
2022 Disposal Rate - 7/1/22	\$56.31	A
2021 Disposal Rate - 7/1/21	\$54.80	B
Inc (Dec) in Disposal Rate	\$1.51	C=A-B
% Inc (Dec) in Disposal Rate	2.76%	D=C/B
CPI Adj %	5.00%	E
% Inc (Dec) in Disposal Rate Adjustment	-2.24%	F=D-E

Yolo County Landfill - MSW Disposal Adj Calc 1/1/23		
2022 Disposal Rate - 1/1/23	\$61.06	A
2021 Disposal Rate - 7/1/22	\$56.31	B
Inc (Dec) in Disposal Rate	\$4.75	C=A-B
% Inc (Dec) in Disposal Rate Adjustment	8.44%	F

Yolo County Landfill - Green Waste Disposal Adj Calc		
2022 Disposal Rate - 7/1/22	\$78.00	A
2021 Disposal Rate - 7/1/21	\$75.00	B
Inc (Dec) in Disposal Rate	\$3.00	C=A-B
% Inc (Dec) in Disposal Rate	4.00%	D=C/B
CPI Adj %	5.00%	E
% Inc (Dec) in Disposal Rate Adjustment	-1.00%	F=D-E

Yolo County Landfill - Mixed Green / Food Waste		
2022 Disposal Rate - 7/1/22	\$78.00	A
2021 Disposal Rate - 7/1/21	\$75.00	B
Inc (Dec) in Disposal Rate	\$3.00	C=A-B
% Inc (Dec) in Disposal Rate	4.00%	D=C/B
CPI Adj %	5.00%	E
% Inc (Dec) in Disposal Rate Adjustment	-1.00%	F=D-E

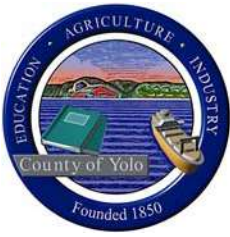
Yolo County Landfill - C&D Disposal Adj Calc		
2022 Disposal Rate - 7/1/22	\$87.00	A
2021 Disposal Rate - 7/1/21	\$85.00	B
Inc (Dec) in Disposal Rate	\$2.00	C=A-B
% Inc (Dec) in Disposal Rate	2.35%	D=C/B
CPI Adj %	5.00%	E
% Inc (Dec) in Disposal Rate Adjustment	-2.65%	F=D-E

Yolo County Landfill - MSW Disposal History	
Year	Disposal Rate
2023 Disposal Rate - 1/1/23	\$61.06
2022 Disposal Rate - 7/1/22	\$56.31
2021 Disposal Rate - 7/1/21	\$54.80
2020 Disposal Rate - 7/1/20	\$53.32
2019 Disposal Rate - 7/1/19	\$51.88
2nd 2018 Disposal Rate - 11/04/18	\$50.48
1st 2018 Disposal Rate - 7/1/18	\$46.55
2017 Disposal Rate - 7/1/17	\$45.20
2016 Disposal Rate - 7/1/16	\$43.87
2015 Disposal Rate - 7/1/15	\$42.72
2014 Disposal Rate - 7/1/14	\$41.71
2013 Disposal Rate - 7/1/13	\$40.58
2012 Disposal Rate - 7/1/12	\$39.63
2011 Disposal Rate - 7/1/11	\$38.78

Yolo County Landfill - Green Waste Disposal History	
Year	Disposal Rate
2022 Disposal Rate - 7/1/22	\$78.00
2021 Disposal Rate - 7/1/21	\$75.00
2020 Disposal Rate - 7/1/20	\$62.00
2019 Disposal Rate - 7/1/19	\$56.00
2018 Disposal Rate - 7/1/18	\$54.00
2017 Disposal Rate - 7/1/17	\$54.00
2016 Disposal Rate - 7/1/16	\$52.00
2015 Disposal Rate - 7/1/15	\$36.00

Yolo County Landfill - Mixed Green / Food History	
Year	Disposal Rate
2022 Disposal Rate - 7/1/22	\$78.00
2021 Disposal Rate - 7/1/21	\$75.00
2020 Disposal Rate - 7/1/20	\$66.00
2019 Disposal Rate - 7/1/19	\$64.00
2018 Disposal Rate - 7/1/18	\$62.00
2017 Disposal Rate - 7/1/17	\$54.00
2016 Disposal Rate - 7/1/16	\$52.00
2015 Disposal Rate - 7/1/15	\$36.00

Yolo County Landfill - C&D Disposal History	
Year	Disposal Rate
2022 Disposal Rate - 7/1/22	\$87.00
2021 Disposal Rate - 7/1/21	\$85.00
2020 Disposal Rate - 7/1/20	\$70.00
2019 Disposal Rate - 7/1/19	\$62.50
2018 Disposal Rate - 7/1/18	\$57.00
2017 Disposal Rate - 1/1/17	\$69.50
2016 Disposal Rate - 7/1/16	\$57.00
2015 Disposal Rate - 7/1/15	\$49.00



County of Yolo

DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT

Taro Echiburú,
DIRECTOR

44090 County Road 28H, Woodland, CA 95776
(530) 666-8852 Fax (530) 666-8853 www.yolocounty.org

October 17, 2022

VIA Email and US Mail

Mr. Craig Locke
Public Works Director
City of Woodland
300 First St.
Woodland, CA 95695

Subject: Waste Disposal Agreement (09-119) Rate Increase Notification

Dear Mr. Locke,

As a follow-up to a meeting with City of Woodland staff on October 11, 2022, Section 5.1 (B) of the Waste Disposal Services agreements between City of Woodland and Yolo County, if any Federal, State or Local regulatory fee or charge is imposed, the County must notify the City of Woodland of such new, increased or decreased fee or charge. The County must also calculate the increase or decrease in the Contract Tipping Fees set forth in the agreement that is applicable in writing at least sixty (60) days in advance.

As discussed in the meeting, the County recently entered into a new contract for the daily waste placement, compaction and cover operations at the landfill with significantly higher costs than the previous agreement. A portion of this cost increase was attributable to regulatory requirements for mandated upgrades to the contractor's heavy equipment fleet and prevailing wage increases. We have attached information we received from the contractor on this increased cost.

This letter serves as the official rate increase notification for City of Woodland. Agreement No. 09-119 requires the County to provide at least sixty (60) days' notice to the City prior to implementing the increase. Your disposal rate will increase \$4.75 per ton (to a total of \$61.06 per ton) effective January 1, 2023.

Please contact me at (530) 666-8848 if you have any questions.

Sincerely,

Ramin
Yazdani

Digitally signed by Ramin
Yazdani
Date: 2022.10.18 09:27:06
-07'00'

Ramin Yazdani, PE, PhD
Director-Integrated Waste Division

C: Rosie Ledesma – City of Woodland
Ken Hiatt – City of Woodland

Attachment-Supporting document for rate increase

**B & D GEERTS
CONSTRUCTION, INC.**
30660 HOOBYAR LANE – WINTERS, CA 95694

LICENSE #633205

(530)795-2252

March 14, 2022

Jeff,

As a follow-up to our discussion there are several reasons for the significant cost increase included in our proposal relative to our existing operations agreement. As you are aware, the exiting operations agreement has been in-place since 2015 and though this agreement did contain inflationary adjustments, the reality is these do not keep pace with the increasing costs of doing business. In addition to the general increases in doing business, several specific items contributed to our higher cost proposal, these include but not limited to:

Prevailing wage labor costs:

Included as part of the County's Request for Proposal, was a new special wage determination issued by the California Department of industrial Relations. The required labor wages included in this document represent a roughly 15% increase over the current wages. On a per disposed ton basis, this represents \$0.76 per ton.

Heavy equipment fleet upgrades:

The State of California Air Resources Board regulated diesel off-road emissions on heavy equipment, title 13 CCR, section 2449. In order to ensure compliance with these regulations for the term of this agreement, B&D Geerts will be required to replace numerous fully functional and capable pieces of equipment, that we already own, with new equipment with Tier 4 Final engines. These include the 826 Compactor, 623 Scraper, Water truck & Articulating dump truck. This required investment in new equipment to comply with California state regulations represents an investment of nearly \$3,591,000.00. On a per disposed ton basis, this represents \$3.99 increase per ton.

I hope this information helps you understand our proposal better, including the necessary cost increased included in it. Should you have any questions or need any addition information, please do not hesitate to contact me at 530-304-5085.

Sincerely,

Ben Geerts, President
B & D Geerts Construction, Inc.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: December 20, 2022
ITEM #: I.24
SUBJECT: City Council Meeting Schedule for 2023

Recommendation for Action: Staff recommends that the City Council approve its meeting schedule for 2023.

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

Background:

The City's Municipal Code provides that the City Council shall hold its regular meetings on the 1st and 3rd Tuesdays of each month. However, over the course of the calendar year, these dates occasionally conflict with holidays, winter and summer recess, and other dates such as elections and out-of-town meetings or conferences.

By adopting an annual meeting calendar, we avoid the need to adjust dates as conflicts arise, and allow for the City Council and staff to plan in advance for workflow, vacations, conferences and other activities so as to minimize conflicts with the City Council meeting schedule.

In addition, the meeting calendar provides the ability for the Council to schedule one or more Special Meetings or Study Sessions, as needed. Special Meetings, which are generally restricted to a single subject, are useful when an urgent Council action is needed prior to the next scheduled Regular Meeting. Study sessions are intended to provide the City Council with the opportunity to focus time and attention on a specific topic (or related topics) in a manner and setting that is impractical in the course of a Regular City Council meeting agenda.

Discussion:

As established by the City's municipal code, the Council's regular meetings are to be held on the 1st and 3rd Tuesday of every month. For 2023, the attached proposed calendar would retain this schedule, with the following possible modifications:

January 2023 - post 2022 Winter Recess

The 1st Tuesday of January falls on January 3rd, shortly after return from Winter Recess. Cancel the January 3rd Meeting and hold a Special Meeting on Tuesday, January 10, 2023.

4th of July Holiday

The 4th of July falls on the 1st Tuesday of July. Cancel the July 4th meeting and hold a Special Meeting on Tuesday, July 11, 2022.

Summer Recess - from July 19 through August 14, 2023

- Cancel August 1 meeting
- Hold one Council Meeting in August on August 15th

Winter Recess - from December 20, 2023 through January 1, 2024

- Retains 1st and 3rd Tuesday meetings in December

Study Session(s) / Joint Meeting(s)

- Council Retreat / Goal Setting - Tentatively Scheduled for March. Final date to be determined in January.
- Additional Study Sessions to be scheduled as needed.

Conclusion:

Staff recommends that the City Council approve its meeting schedule for 2023.

Prepared by: Ana B. Gonzalez, City Clerk



Ken Hiatt
City Manager

Attachments:

1. 2023 Council Meeting Calendar 12_15_2022_DRAFT

2023

CITY COUNCIL MEETING CALENDAR

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

City Council Meeting (Regular)
City Council Meeting (Special)
Council Study Session (TBD)
Holiday

Cap to Cap (Apr 22 - 26)
Summer Recess (July 19 - Aug 14)
CalCities Annual Conference (Sep 20-23)
Winter Recess (Dec 20 - Jan 2)